

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE OXFORD HOMEOWNERS ASSOCIATION, INC.

Text to be added is underlined; text to be deleted is ~~stricken through~~

This Certificate of Amendment is executed this 23rd day of OCTOBER, 2003, by THE OXFORD HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "ASSOCIATION"), a Florida corporation not-for-profit whose original Declaration of Condominium is recorded in the official records of Broward County in OR Book 10046 at page 834. The following amendments to Articles 11.5 and 12.1 of the Declaration was duly adopted pursuant to the requirements of article 14 of the Declaration at the ASSOCIATION'S Special Members' Meeting on September 17, 2003:

Article 11.5: "LEASING. After approval by the Association elsewhere required, and subject to the amendment gradually eliminating leases, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated."

Article 12.1: TRANSFERS SUBJECT TO APPROVAL.

b. LEASE. From the effective date of this amendment, no ~~No~~ unit owner or lessee of a unit owner may dispose of a unit or any interest in a unit by lease, ~~without approval of the Association except to the owner of another unit. The three lease agreements in existence at the time this amendment is recorded may continue until they naturally expire, but they cannot be renewed, and the lessees cannot sub-lease the units. The purpose of this amendment is to gradually eliminate all leases at The Oxford Condominium.~~

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of

the date first above written.

THE OXFORD HOMEOWNERS ASSOCIATION,
INC.

Marlene Kitzberger
Witness

Barbara Matthews
Witness

John B. Tate
Witness

Witness

by: Robert C. Finley
President

by: Mary Scelta
Secretary

CHERYL J. LEVIN, P.A.
Courtyard Business Center
4694 NW 103rd Avenue
Sunrise, FL 33351-7970

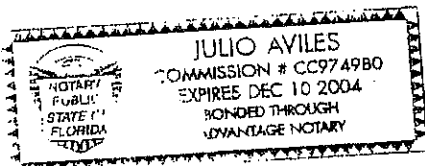
STATE OF FLORIDA }
} ss
COUNTY OF BROWARD }

BEFORE ME, the undersigned authority, this day personally appeared Robert C. Finley ~~as~~ President, as President, and Mary Scelta, as Secretary, of THE OXFORD HOMEOWNERS ASSOCIATION, INC., and who are personally known to me to have executed this Certificate of Amendment to the Declaration of Condominium of the Association in the above capacities.

SWORN TO AND SUBSCRIBED before me this 23 day of October, 2003.

Julio Aviles
NOTARY PUBLIC, STATE OF FLORIDA

my commission expires:



82- 48225

DECLARATION OF CONDOMINIUM
of
THE OXFORD, a condominium
9000 WEST SAMPLE ROAD
CORAL SPRINGS, FLORIDA 33065

MADE THIS 15th day of February, 1982, by First Development Corp., called Developer, for itself, its successors and assigns.

WHEREIN the Developer makes the following declarations:

1. PURPOSE. The purpose of this Declaration is to submit the lands described in this instrument and improvements on those lands to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereafter called The Condominium Act.

1.1. NAME AND ADDRESS. The name by which this condominium is to be identified is The Oxford, a condominium, and its address is 9000 West Sample Road, Coral Springs, Florida 33065.

1.2. THE LAND. The lands owned by Developer, which, by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS VILLAGE GREEN, according to the Plat thereof as recorded in Plat Book 60, Page 31, of the Public Records of Broward County, Florida,

27 11 12 59

which lands are called "the land."

2. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows unless the context otherwise requires:

2.1. APPROVAL OR CONSENT. Whenever approval or consent is required of any person or entity, that approval or consent shall not be unreasonably withheld.

2.2. ASSOCIATION means The Oxford Homeowners Association, Inc., and its successors.

2.3. BYLAWS means Bylaws of the Association and of the condominium.

2.4. COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of the condominium, and any land and other property acquired by the Association for the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

2.5. COMMON EXPENSES include:

a. expenses of administration, expenses of insurance, maintenance, operation, repair, replacement and betterment of the common elements, and of the portions of units to be maintained by the Association.

b. expenditures or amounts of assessments by the Association for payment of costs that are the responsibility of a unit owner including but not limited to costs of repair of damage to a unit in excess of insurance proceeds, and the costs of insurance upon a unit.

c. expenses declared common expenses by provisions of this Declaration or the Bylaws, including but not limited to losses from revenue-producing operations if any.

d. any valid charge against the condominium property as a whole.

Prepared by, & record & return to:
Arthur Proner, 2640 N. Ocean Blvd., #508
Ft. Lauderdale, FL 33308

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each unit as shown upon the floor plans. A unit owner shall do nothing within or outside his unit that interferes with or impairs the utility services using the easements.

3.5. IMPROVEMENTS - GENERAL DESCRIPTION.

a. APARTMENT BUILDING. The condominium includes an apartment building consisting of a ground floor, also called first floor, and one additional floor, called second floor, making a total of two floors. The building contains 16 owners' units. The common elements in the building include three storage rooms.

b. OTHER IMPROVEMENTS. The condominium includes landscaping, swimming pool, automobile parking area and other facilities located substantially as shown upon the plans and which are part of the common elements.

3.6. UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

a. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) UPPER BOUNDARIES - the plane of the lowest surfaces of the unfinished ceiling slab, including the slab over a balcony, patio or terrace. In a unit containing a room in which the ceiling is raised above the level of the ceiling in the rest of the unit, the ceiling slab shall include the vertical slab or wall connecting the raised ceiling with the ceiling of the remaining portion of the unit, and the upper boundary shall include the plane of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the ceiling slab.

(2) LOWER BOUNDARIES - the plane of the lowest surfaces of the unfinished floor slab, including the floor slab of a balcony, patio, or terrace. In a unit containing a room in which the floor is raised above the level of the floor in the rest of the unit, the floor slab shall include the vertical slab or wall connecting the raised floor with the floor of the remaining portion of the unit, and the lower boundary shall include the plane of the unfinished surface of the vertical slab or wall that joins the planes of the lowest surfaces of the unfinished horizontal portions of the floor slabs.

b. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of the unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(1) EXTERIOR BUILDING WALLS - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the building bounding a unit and fixtures thereon, and when there is attached to the building a balcony, patio, terrace or other portion of the building serving only the unit being bounded, the boundaries shall be the intersecting vertical planes adjacent to and which include all of those structures and fixtures thereon. In the case of ground floor units, the boundaries shall include the terraces serving those units.

(2) INTERIOR BUILDING WALLS - the vertical planes of the center line of walls bounding a unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) When walls between units are of varying thickness, or abut a column or shaft, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plane of the center line of an intervening column or shaft.

23. Owners and occupants shall comply with these Rules and Regulations, and with any and all rules and regulations which may hereafter from time to time be adopted, and shall comply with the provisions of the declaration of condominium, the articles of incorporation, and the bylaws of the association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the board of directors of the association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the declaration, or articles of incorporation or bylaws, provided the following procedures are adhered to:

(a) Notice: The association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next board of directors meeting, at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel, at his expense, and cross-examine and present witnesses and other testimony or evidence.

(b) Hearing: The non-compliance shall be presented to the board of directors, after which the board of directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the board of directors shall be submitted to the owner or occupant not later than 21 days after the board of directors meeting.

(c) Penalties: The board of directors may impose special assessments against the applicable unit as follows:

(1) First non-compliance or violation:
A fine not in excess of \$100.

(2) Second non-compliance or violation:
A fine not in excess of \$500.

(3) Third and subsequent non-compliance or violation, or violations which are of a continuing nature:
A fine not in excess of \$1,000.

(d) Payment of Penalties: Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the declaration and bylaws.

(f) Application of Penalties: Moneys received from fines shall be allocated as directed by the board of directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the association may be otherwise legally entitled.

24. These Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the units owned by either the Developer or such mortgagees. These Rules and Regulations shall apply, however, to all other owners and occupants even if not specifically so stated in portions hereof. The board of directors shall be permitted, but not required, to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown, in the sole discretion of the board.

(ii) When walls of different thickness abut so that their center lines do not intersect within the walls, the plane of the center line of the thinner wall shall be extended into the thicker wall for a distance that is one half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the center line of the thicker wall.

3.7. COMMON ELEMENTS. The common elements include the land and all other parts of the condominium not within the units, and include but are not limited to the following items as to which the Association shall have the powers indicated.

a. AUTOMOBILE PARKING AREA. The Association shall have authority to make reasonable regulations for the control of automobile parking and the use of parking spaces; provided, however, that that use shall be limited to the residents of the condominium and their guests.

b.

c.

d. RECREATION AREAS. The outdoor patio and swimming pool area of the apartment building shall be used for recreation purposes. The Association shall have authority to make reasonable regulations for that use.

e.

f.

g. HOUSE STORAGE ROOMS. The Association shall have authority to make reasonable regulations for use of the house storage rooms.

h. USE. The foregoing and all other common elements shall be available for use by all unit owners without discrimination.

4. THE UNITS. The units of the condominium are apartments and are described more particularly and the rights and obligations of their owners established as follows:

4.1. UNIT NUMBERS. The units of the condominium are apartments and are identified as apartments. There are eight apartments upon each of the two floors of the apartment building, making a total of 16 apartments. On the ground floor, also called the first floor, beginning at the northeast corner of the ground floor and proceeding clockwise from there, the apartments are numbered in turn 101, 102, 103, 104, 105, 106, 107, and 108. On the second floor, beginning at the northeast corner of the second floor and proceeding clockwise from there, the apartments are numbered in turn 201, 202, 203, 204, 205, 206, 207, and 208.

4.2. TYPICAL UNIT PLANS. The plans for each of the two floors of the apartment building containing apartments are identical. The eight apartments on each of those floors are represented by eight typical apartment floor plans, which are set forth in Exhibits B-3 and B-4. Each apartment contains a kitchen, living room, two bedrooms, two bathrooms, and an exterior terrace. Reference is made to Exhibits B-3 and B-4, attached hereto, for dimensions and layouts.

4.3

4.4. APPURTENANCES TO UNITS. The owner of each unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the several units as indicated:

a. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND LIABILITY FOR COMMON EXPENSES. The undivided share in the land and other common elements and in the common surplus that are appurtenant to each apartment, and the liability for common expenses, is as follows: An undivided one-sixteenth (1/16) share as to each of the 16 apartments, all of which undivided shares, and undivided liabilities, when taken together, total 100% of the whole.

b. USE OF COMMON ELEMENTS. Use of the common elements in common with other unit owners in the manner elsewhere described.

c.

d. ASSOCIATION MEMBERSHIP. The membership of each unit owner in the Association and the interest of each unit owner in the funds and assets held by the Association.

4.5. LIABILITY FOR COMMON EXPENSES. Each unit owner shall be liable for a proportionate share of the common expenses, that share being the same as the undivided share in the common elements appurtenant to his unit.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. UNITS.

a. BY THE ASSOCIATION. The Association shall maintain, repair and replace at the Association's expense:

(1) all boundary walls and boundary slabs of a unit except interior surfaces, and all portions of a unit contributing to the support of the apartment building, which portions to be maintained shall include but not be limited to the outside walls of the apartment building and all fixtures on its exterior, boundary walls of units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) balconies, except the painting of floors and inside of parapets;

(3) all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained; and

(4) all incidental damage caused to a unit by this work shall be repaired promptly at the expense of the Association.

(5) provided that the Association shall have authority to require unit owners at their expense to maintain, repair and replace awnings, screens and glass for windows and glass doors within their respective units except in the case of damage for which insurance proceeds are paid under policies purchased by the Association.

b. BY THE UNIT OWNER. The responsibility of the unit owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other unit owners.

(2) The portions of a unit to be maintained, repaired and replaced by the unit owner at his expense shall include but not be limited to the following items: air conditioning and air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, range and oven, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes. Mechanical equipment and the installation of that equipment shall

be such that its operation will not cause annoyance to the occupants of other units.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies and porches that are not closed against the weather shall be included in this restriction.

(4) To keep all floors in his unit, except bathrooms, kitchens and balconies, covered with wall-to-wall carpeting or with other floor covering that will not transmit sound.

(5) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

c. ALTERATION AND IMPROVEMENT. Except as elsewhere provided, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all units in which the work is to be done and the approval of the board of directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved also by the owners of 75% of the common elements at a meeting of unit owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

5.2. COMMON ELEMENTS.

a. BY THE ASSOCIATION. The maintenance and operation of the common elements shall be the responsibility of the Association and the cost shall be a common expense.

b. ALTERATION AND IMPROVEMENT. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements or acquisition of additional common elements without prior approval in writing by the owners of not less than 75% of the common elements, except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of the work or acquisition shall not be assessed against a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit owned, unless that owner shall approve the alteration or improvement or acquisition, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares and rights of a unit owner in the common elements nor in his share of common expenses, whether or not the unit owner contributes to the cost of the alteration, improvement or acquisition.

c. SUBMISSION OF LAND TO CONDOMINIUM. Land acquired by the Association may be added to the land submitted to condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration, and states that the amendment conveys the land by the Association to the unit owners but without naming them. The amendment shall be executed by the Association and adopted by the unit owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Broward County, Florida, shall divest the Association of title to the land and shall vest the title in the unit owners without further conveyance in the same undivided shares as the undivided shares in the common elements appurtenant to the units owned by them.

Oxford

d. DISPOSITION OF LAND. Any land acquired by the Association that is not submitted to condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75% of the common elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgagee of the land.

e. DISPOSITION OF PERSONAL PROPERTY. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. ASSESSMENTS. The making and collection of assessments against unit owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. SHARE OF COMMON EXPENSE. Each unit owner shall be liable for a proportionate share of the common expenses, and shall share in the common surplus, those shares being the same as the undivided share in the common elements appurtenant to the units owned by him.

6.2. INTEREST; APPLICATION OF PAYMENTS. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due.

6.3. LIEN FOR ASSESSMENTS. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien. Any lien for maintenance or other charges shall be subordinate to the first mortgage of First Federal Savings of the Palm Beaches.

6.4. RENTAL PENDING FORECLOSURE. In any foreclosure of a lien for assessments, the owner of the unit subject to the lien shall be required to pay a reasonable rental for the unit, and the Association shall be entitled to the appointment of a receiver to collect the rent.

7. ASSOCIATION. The operation of the condominium shall be by the Oxford Condominium Association, Inc., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. ARTICLES OF INCORPORATION. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit D.

7.2. THE BYLAWS of the Association shall be the bylaws of the condominium, a copy of which is attached as Exhibit E.

7.3. LIMITATION UPON LIABILITY OF THE ASSOCIATION. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4. ROSTER OF UNIT OWNERS AND MORTGAGEES.

a. Owners of units. The Association shall maintain a roster of names and mailing addresses of unit owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each unit owner shall furnish to the Association a photocopy of the record evidence of his title, showing the recording information, which evidence shall entitle the unit owner to be included in the roster if his ownership has been approved

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by the Association in the manner elsewhere required.

b. MORTGAGEES. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a unit in the condominium of which notice is given to the Association. This notice shall consist of a photocopy of the recorded instrument showing the recording information, evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a photocopy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

7.5. RESTRAINT UPON ASSIGNMENT OF SHARES IN ASSETS. The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7.6. APPROVAL OR DISAPPROVAL OF MATTERS. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8. INSURANCE. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. PURCHASE; NAMED INSURED; CUSTODY AND PAYMENT OF POLICIES.

a. PURCHASE. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b.

c. NAMED INSURED. The named insured shall be the Association individually and as agent for the owners of units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon units covered by the policy whether or not the mortgagees are named. Unit owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

d. CUSTODY OF POLICIES AND PAYMENT OF PROCEEDS. All policies shall provide that payments for losses made by the insurer shall be paid to the Association, and all policies and endorsements on them shall be kept in custody of the Association.

e. COPIES TO MORTGAGEES. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgagee roster who holds mortgages upon units covered by the policy. The copies shall be furnished not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall occur first.

8.2. COVERAGE.

a. CASUALTY. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each unit occasioned by special improvement not common to units otherwise comparable in construction and finish, and all increase in value of units occasioned by alterations, betterments and further improvement. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the board of directors of the Association. Insurance coverage shall afford

protection against:

(1) LOSS OR DAMAGE by fire and other hazards covered by a standard extended coverage endorsement, and

(2) such OTHER RISKS as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief.

b. PUBLIC LIABILITY in such amounts and with such coverage as shall be required by the board of directors of the Association.

c. WORKMEN'S COMPENSATION POLICY to meet the requirements of law.

d. Such OTHER INSURANCE as the board of directors shall determine from time to time to be desirable.

8.3. PREMIUMS. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner. Not less than 10 days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgages.

8.4. INSURANCE PROCEEDS; SHARES OF PROCEEDS. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees.

8.5. DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled RECONSTRUCTION OR REPAIR AFTER CASUALTY.

8.6. ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. BENEFIT OF MORTGAGEE. Certain provisions in this section entitled INSURANCE are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by that mortgagee.

9. RECONSTRUCTION AND REPAIR AFTER CASUALTY.

9.1. DETERMINATION WHETHER TO RECONSTRUCT AND REPAIR. Whether or not any condominium property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

a. LESSER DAMAGE. If units to which 50% of the common elements are appurtenant are found by the board of directors of the Association to be tenantable after the casualty, the damaged property shall be reconstructed and repaired.

b. MAJOR DAMAGE. If units to which more than 50% of the common elements are appurtenant are found by the board of directors of the Association to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the determination of the amount of insurance proceeds, the Association shall give notice to all unit owners of the casualty, the extent of the damage, the estimated cost to rebuild and repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction and repair over the amount of insurance proceeds.

(2) The notice shall call a meeting of unit owners to be held within 30 days from the mailing of the notice.

(3) If the reconstruction and repair is approved at the meeting by the owners of 75% of the common elements, the damaged property will be reconstructed and repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided.

(4) The approval of a unit owner may be expressed by vote or in writing filed with the Association at or prior to the meeting.

(5) The expense of this determination shall be assessed against all unit owners as a common expense.

9.2.

9.3. RESPONSIBILITY FOR RECONSTRUCTION AND REPAIR. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property as provided in the section entitled MAINTENANCE, ALTERATION AND IMPROVEMENT.

9.4. PLANS AND SPECIFICATIONS. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, portions of which are attached as exhibits; or if not, then according to plans and specifications approved by the board of directors of the Association, and if the damaged property is the apartment building, by the owners of not less than 75% of the common elements, including the owners of all units the plans for which are to be altered.

9.5. ASSESSMENTS; DETERMINATION OF SUFFICIENCY OF FUNDS.

a. ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all unit owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a common expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the owner and not common to other units shall be assessed to the owner of the unit.

b. DETERMINATION OF SUFFICIENCY OF FUNDS. The sufficiency of funds to pay the costs shall be determined by the board of directors of the Association and the sums paid upon the assessments shall be held by the Association.

9.6. DISBURSEMENT OF FUNDS. The funds held by the Association after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against unit owners on account of the casualty, shall be disbursed in the following manner and order:

a.

b. TERMINATION OF THE CONDOMINIUM. If the condominium is terminated, either by agreement after lesser damage or by failure of the unit owners to approve reconstruction and repair after major damage, the remaining funds shall be deemed to be condominium property and shall be owned by the unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners in the amounts certified by the Association, remittances to unit owners and their mortgagees being made payable jointly to them.

c. RECONSTRUCTION AND REPAIR OF DAMAGE. If the damaged property is reconstructed and repaired, the funds shall be disbursed by the Association.

(1)

(2)

(3) EXCESS INSURANCE PROCEEDS. If there is a balance of insurance proceeds after payment of costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to owners of damaged units who have responsibility for reconstruction and repair of their units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged unit bears to the total of these costs in all damaged units; provided, however, that no unit owner shall be paid an amount in excess of the estimated costs for his unit. If there is a mortgage upon a unit, the distribution shall be paid to the unit owner and the mortgagee jointly and they may use the proceeds as they may determine.

(4) SURPLUS. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

9.7. BENEFIT OF MORTGAGEES. Certain provisions in this section entitled RECONSTRUCTION OR REPAIR AFTER CASUALTY are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by the mortgagee.

10. CONDEMNATION.

10.1. DEPOSIT OF AWARDS. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association. Even though the awards may be payable to unit owners, the unit owners shall deposit the awards with the Association, and in the event of failure to do so, in the discretion of the board of directors of the Association a special assessment shall be made against a defaulting unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

10.2. DETERMINATION WHETHER TO CONTINUE CONDOMINIUM. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

10.3. DISBURSEMENT OF FUNDS. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty.

10.4. UNIT REDUCED BUT TENANTABLE. If the taking reduces the size of a unit and the remaining portion of the unit can be made tenantable, the award for the taking of a portion of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. RESTORATION OF UNIT. The unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the unit.

b. DISTRIBUTION OF SURPLUS. The balance of the award, if any, shall be distributed to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

c. ADJUSTMENT OF SHARES IN COMMON ELEMENTS. If the floor area of the unit is reduced by the taking, the number representing the share in the common elements appurtenant to the unit shall be reduced in the proportion by which the floor area of the unit is reduced by the taking, and then the shares of all unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

10.5. UNIT MADE UNTENANTABLE. If the taking is of the entire unit or so reduces the size of a unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

a. PAYMENT OF AWARD. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the unit, the remittance being made payable jointly to the owner and mortgagees.

b. ADDITION TO COMMON ELEMENTS. The remaining portion of the unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the unit owners in the manner approved by the board of directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

c. ADJUSTMENT OF SHARES IN COMMON ELEMENTS. The shares in the common elements appurtenant to the units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of unit owners. This shall be done by restating the shares of continuing unit owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

d. ASSESSMENTS. If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to condition the remaining portion of the unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the unit owners who will continue as owners of units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

e. ARBITRATION. If the market value of a unit prior to the taking cannot be determined by agreement between the unit owner and mortgagees of the unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

10.6. TAKING OF COMMON ELEMENTS. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the board of directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a unit, the distribution shall be paid jointly to the owner and mortgagees of the unit.

10.7. AMENDMENT OF DECLARATION. The changes in units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all directors of the Association.

11. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

11.1. UNITS. Each of the units shall be occupied only by one family, its servants and guests, as a residence and for no other purpose.

11.2. COMMON ELEMENTS. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the units by their occupants.

11.3. NUISANCES. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

11.4. LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

11.5. LEASING. After approval by the Association elsewhere required, entire units may be rented provided the occupancy is by only one family, its servants and guests. No rooms may be rented, and no transient tenants may be accommodated.

11.6. REGULATIONS. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of those regulations and amendments shall be furnished by the Association to all unit owners and residents of the condominium upon request.

11.7. PROVISIO. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the units of the condominium, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the units. Developer may make such use of the unsold units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office and model apartments, the showing of the property and the display of signs.

12. MAINTENANCE OF COMMUNITY INTERESTS. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land, which provisions each unit owner covenants to observe:

12.1. TRANSFERS SUBJECT TO APPROVAL.

a. SALE. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

b. LEASE. No unit owner or lessee of a unit owner may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit.

c. GIFT. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

d. DEVISE OR INHERITANCE. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

e. OTHER TRANSFERS. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

12.2. APPROVAL BY ASSOCIATION. The approval of the Association that is required for the transfer of ownership of units shall be obtained in the following manner:

a. NOTICE TO ASSOCIATION.

(1) SALE. A unit owner intending to make a bona fide sale of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice at the unit owner's option may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved; and if that demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) LEASE. A unit owner intending to make a bona fide lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

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(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS.

A unit owner intending to make a gift of a unit or any interest in a unit, and a unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously approved by the Association, shall give to the Association notice of the proposed gift or of the acquiring of title, together with such information concerning the transferee as the Association may reasonably require, and a photocopy of the instrument evidencing a transferee's title, showing thereon the recording information if any.

(4) FAILURE TO GIVE NOTICE. If the above-required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of that disapproval.

(5) COSTS. A unit owner who is required to give notice to the Association of a transfer of ownership shall pay a reasonable fee to the Association in an amount determined by the regulations, but not to exceed \$50, to cover the costs incident to the determination by the Association. The fee shall be paid with the giving of the notice, and the notice shall not be complete unless the fee is paid; and if the notice is not given, the fee shall be assessed against the party owning the unit at the time of assessment.

b. CERTIFICATE OF APPROVAL.

(1) SALE. If the proposed transaction is a sale, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(2) LEASE. If the proposed transaction is a lease, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form.

(3) GIFT; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the notice is of an intended gift or the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner not previously approved by the Association, then within 30 days after receipt of the notice and information the Association must either approve or disapprove the donee or the continuance of the transferee's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the president and secretary of the Association in recordable form. The certificate shall be recorded in the public records of Broward County, Florida at the expense of the unit owner.

c. APPROVAL OF CORPORATE OWNER OR PURCHASER. Since the condominium may be used only for residential purposes and a corporation cannot occupy a unit for that use, the approval of ownership of a unit by a corporation may be conditioned by requiring that all persons occupying the unit be approved by the Association.

12.3. DISAPPROVAL BY THE ASSOCIATION. If the Association shall disapprove a transfer or ownership of a unit, the matter shall be treated in the following manner:

a. SALE. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of the notice and information the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 30 days after the delivery or mailing of the agreement to purchase, or within 10 days after the determination of the sale price if it is by arbitration, whichever is the later.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the Association shall fail to provide a purchaser upon the demand of the unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

b. LEASE. If the proposed transaction is a lease, the unit owner shall be advised in writing of the disapproval and the lease shall not be made.

c. GIFTS; DEVISE OR INHERITANCE; OTHER TRANSFERS. If the notice is of a proposed gift, the unit owner shall be advised in writing of the disapproval and the gift shall not be made. Any attempted gift to a party who is not approved by the Association shall be void. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within 30 days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail to the unit owner an agreement signed by a purchaser approved by the Association and obligating the purchaser to buy the unit upon the terms hereafter stated. The seller shall be obligated to sell the unit to the purchaser upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

(3) The sale shall be closed within 10 days following the determination of the sale price.

(4) A certificate of the Association executed by its president and secretary and approving the purchaser shall be recorded in the public records of Broward County, Florida, at the expense of the purchaser.

(5) If the association shall fail to provide a purchaser in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided. The certificate shall be recorded in the public records of Broward County, Florida, at the expense of the unit owner.

12.4. MORTGAGE. No unit owner may mortgage a unit nor any interest in it without the approval of the Association except to a bank, life insurance company or a savings and loan association, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

12.5. EXCEPTIONS. The foregoing provisions of the section entitled MAINTENANCE OF COMMUNITY INTERESTS shall not apply to:

a. a transfer to or purchase by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the unit concerned, whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings;

b. a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title;

c. a transfer to a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding that is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale;

d. a mortgage or transfer to or a purchase or other acquisition by Developer, nor to a lease, mortgage, sale or other transfer by Developer.

12.6. UNAUTHORIZED TRANSACTIONS. Any sale, mortgage, lease or assignment of lease that is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

13. COMPLIANCE AND DEFAULT. Each unit owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, and the Bylaws and Regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and unit owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

13.1. NEGLIGENCE. A unit owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

13.2. COSTS AND ATTORNEYS' FEES. In any proceeding arising

because of an alleged failure of a unit owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

13.3. NO WAIVER OF RIGHTS. The failure of the Association or any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Regulations shall not constitute a waiver of the right to do so thereafter.

14. AMENDMENTS. Except as elsewhere provided, this Declaration of Condominium may be amended in the following manner:

14.1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

14.2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members at a meeting called for this purpose. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by

a. not less than 2/3 of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. not less than 13/16 of the votes of the entire membership of the Association; or

c. not less than 50% of the entire membership of the board of directors in the case of amendments that are only for one or more of the following purposes:

(1) To correct misstatements of fact in the Declaration and its exhibits, including but not limited to the correction of errors in the legal description of land or in surveys of land. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall approve the amendment.

(2) To change the boundaries between units in the manner elsewhere stated provided the amendment is signed and acknowledged by the owners, lienors and mortgagees of the units concerned.

(3) To adopt amendments of the section entitled INSURANCE that are reasonably required by insurers or mortgagees of condominium property.

d. until the members are entitled to elect a majority of the directors, only by all of the directors, provided the amendment does not increase the number of units allowed by the Declaration nor encroach upon the boundaries of the common elements.

14.3. PROVISIO. Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor decrease the share in the common elements appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the unit concerned and all record owners of mortgages on that unit shall join in the

execution of the amendment. Neither shall an amendment make any change in the sections entitled INSURANCE, RECONSTRUCTION OR REPAIR AFTER CASUALTY and CONDEMNATION unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

14.4. EXECUTION AND RECORDING. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Broward County, Florida. If the amendment is to correct the Declaration of Condominium so that the total of the undivided shares of unit owners in either the common elements, common surplus or common expenses shall equal 100%, the owners of the units and the owners of liens on the units for which modifications in the shares are being made also shall execute the certificate.

15. TERMINATION. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

15.1. DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

15.2. AGREEMENT. The condominium may be terminated by approval in writing by all record owners of units and all record owners of mortgages on units.

15.3. APPROVAL AND OPTIONS TO PURCHASE. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75% of the common elements and by the record owners of all mortgages upon the units are obtained in writing not later than 30 days after the date of that meeting, then the approving unit owners shall have an option to buy all of the units of the other unit owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

a. Exercise of option. The option shall be exercised in the following manner.

(1) A party desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association agreeing to purchase the units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one offer is made for the purchase of the same unit, the unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the units subject to the option and the termination of the condominium.

(2) The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the units owned by the unit owners who do not approve the termination.

(3) The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the units owned by the unit owners who do not approve the termination have been purchased and identifying the purchasers and the units purchased by them. A copy of the certificate shall be delivered or mailed by certified or registered mail return receipt requested to each record owner of

the units being purchased, together with an executed counterpart of the agreement or offer to purchase each unit owned by the person receiving the certificate.

b. PRICE. The sale price of a unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. PAYMENT. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

d. CLOSING. The sale shall be closed within 10 days following the determination of the sale price, or within 60 days after the exercise of the option, whichever shall last occur.

e. TERMINATION. The closing of the purchase of all of the units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

f. FAILURE TO PURCHASE. If the option to purchase all of the units owned by unit owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

15.4. CERTIFICATE. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Broward County, Florida.

15.5. SHARES OF OWNERS AFTER TERMINATION. After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. The undivided shares of the unit owners shall be the same as the undivided shares of the common elements appurtenant to the owners' units prior to the termination.

15.6. AMENDMENT. This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the units.

16. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the Bylaws and Regulations of the Association, shall not affect the validity of the remaining portions.

17. COMPLIANCE WITH FHLMC REQUIREMENTS. In order to comply with the requirements of the Federal Home Loan Mortgage Corp., so as to facilitate the sale by a mortgagee of the mortgage on any condominium apartment, the following provisions are made, and shall apply, notwithstanding anything to the contrary contained in this Declaration of Condominium or in any of the other condominium constituent documents:

(1) Any "right of first refusal" contained in this Declaration of Condominium or in any other condominium constituent document shall not impair the rights of a first mortgagee to:

(a) Foreclose or take title to a condominium unit pursuant to the remedies provided in the mortgage, or

(b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(c) sell or lease a unit acquired by the mortgagee.

(2) Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee.

(3) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium unit;

(d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

(e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(4) This condominium is not subject to additions or expansions, and therefore no sections or phases are established by this Declaration or by any other condominium constituent document (commonly referred to as "phasing" or "add-ons").

(5) All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

(6) No condominium unit owner, or any other party, shall have priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

(7) All amenities (such as parking, recreation and service areas) are a part of the condominium project and are a part of the common elements, and as such part of the common elements they are covered by the mortgage on an apartment to the same extent as are the other common elements appurtenant to such apartment.

(8) Condominium dues, assessments or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

(9) A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

(10) Any agreement for professional management of the condominium project, or any other contract providing for services of the developer, sponsor, or builder, may not exceed 3 years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

FIRST DEVELOPMENT CORP.

By: *Joseph Laradogoitia*
Joseph Laradogoitia
President

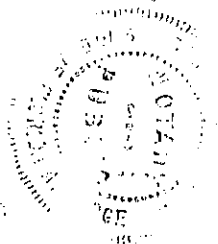
Witnessed by:

Edgar Proner Attest: *Edgar Proner*
Edgar Proner
Secretary

Linda D. Matz

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 15th day of February, 1981, by Joseph Laradogoitia, President of First Development Corp., a Florida corporation, on behalf of the corporation.



Regina A. Hunter

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 3 1984
BONDED THRU GENERAL INS. UNDERWRITERS

DEF 10046 PAGE 856

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium. Such regulations shall be made, and amended, by the board of directors.

h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium and the Bylaws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

l. To employ personnel to perform the services required for proper operation of the condominium.

3.3. PURCHASE OF UNITS. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. CONDOMINIUM PROPERTY. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5. DISTRIBUTION OF INCOME. The Association shall make no distribution of income to its members, directors or officers.

3.6. LIMITATION. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4 MEMBERS

4.1. MEMBERSHIP. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2. EVIDENCE. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (a) recording in the public records of Broward County, Florida, a certificate of the Association stating the approval required by the declaration, (b) recording in the public records of Broward County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a photocopy of the recorded instruments, showing the recording information thereon. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

REC 10046 PAGE 368

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF THE PALM BEACHES, a savings and loan association organized and existing under the laws of the United States of America, having its principal place of business at 215 South Olive Avenue, West Palm Beach, Florida 33401, herein called the Mortgagee, the owner and holder of a mortgage upon the following lands in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS VILLAGE GREEN, according to the Plat thereof as recorded in Plat Book 60, Page 31, of the Public Records of Broward County, Florida,

which mortgage is dated the 19th day of December, 1980, and recorded in O.R. Book 9318, Page 947, of the public records of Broward County, Florida, joins in the making of the foregoing Declaration of Condominium, and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Broward County, Florida:

All of the units of The Oxford, a condominium, according to the Declaration of Condominium.

TOGETHER WITH all of the appurtenances to the units, including but not limited to all of the undivided shares in the common elements.

Witnessed by:

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF THE PALM BEACHES

L. E. Hargrett Jr.

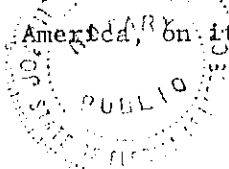
By:

F. Devoe Bassford
Vice President

Attest: Virginia M. Drey
Assistant Vice President &
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this
day of February 2, , 1981, by F. DEVOE BASSFORD
the VICE PRESIDENT of FIRST FEDERAL AND SAVINGS AND LOAN
ASSOCIATION OF THE PALM BEACHES, a savings and loan association
organized and existing under the laws of the United States of
America, on its behalf.

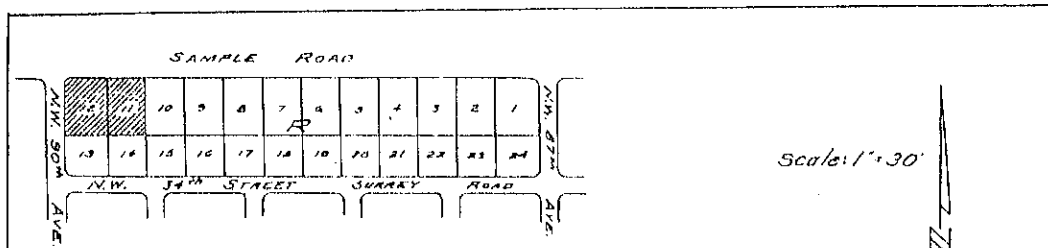


James H. Macomber
Notary Public

Notary Public, State of Florida at Large

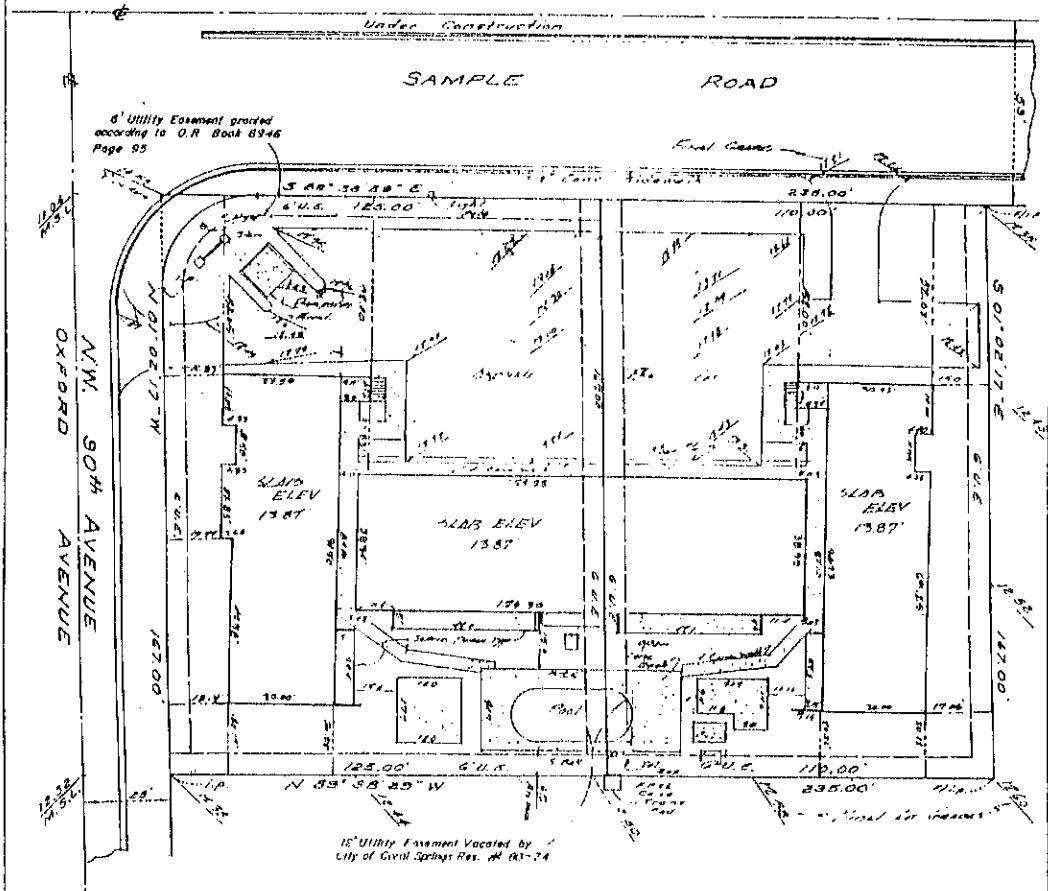
RECORDED
INDEXED
FILED

SKETCH OF SURVEY



DESCRIPTION

Lots 11 & 12, Block R, Village Green, according to the plat thereof, as recorded in Plat Book 60, Page 31 of the Public Records of Broward County, Florida.



Unless otherwise stated, this instrument is not intended to relieve all matters pertaining to easements, agreements, right-of-way, set back lines, reservations, or similar matters which should be obtained and confirmed through qualified title verification.

FOR: E. PRONER, A. PRONER, J. LARABOCCIA

CERTIFICATION: I HEREBY CERTIFY TO BROWARD COUNTY TITLE CO. THAT THE ABOVE PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dennis R. Poore
REG. L.S. No. 2226

DATE MAR. 27, 1980 FB. 139 Pg. 21

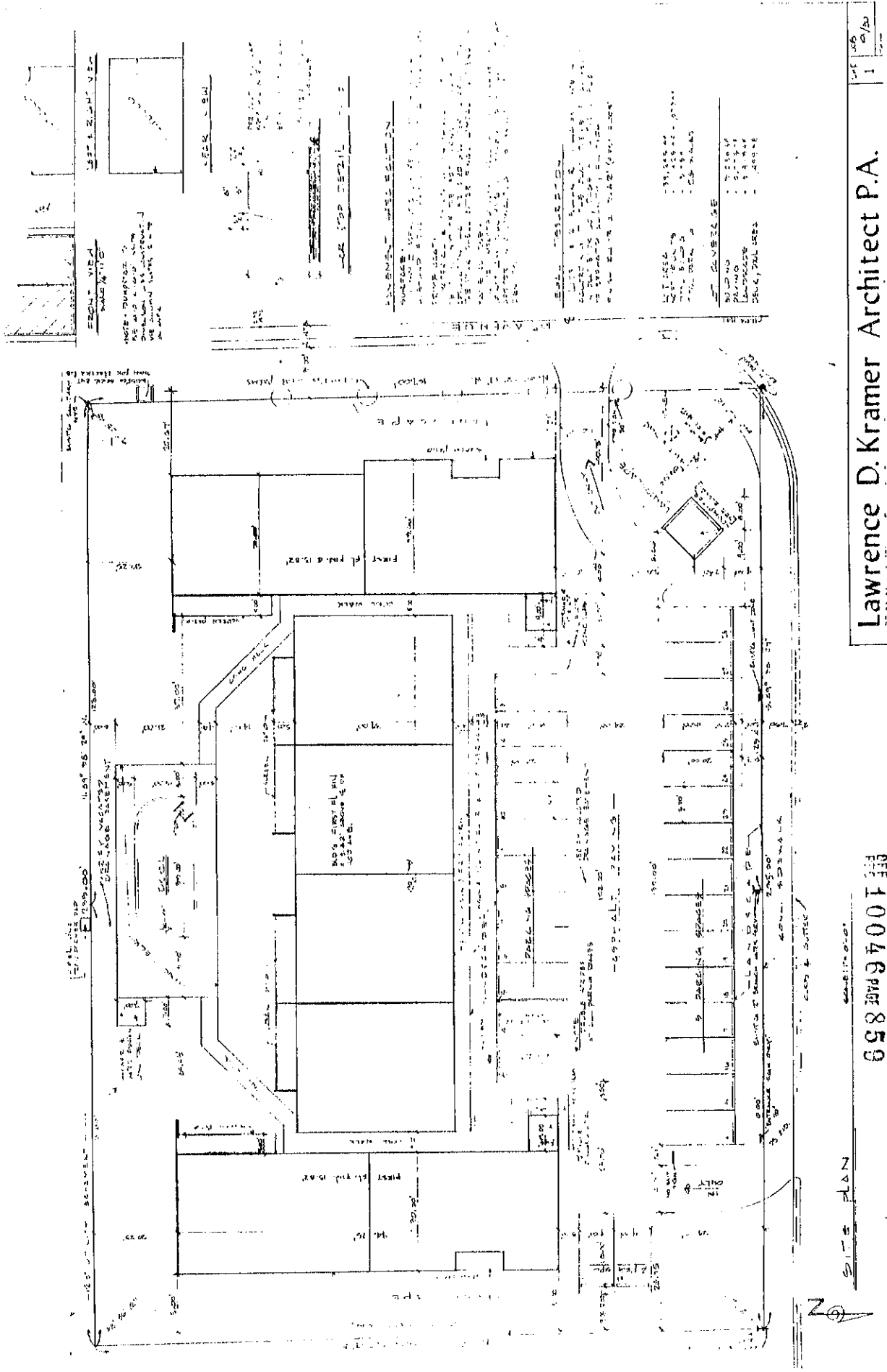
DENNIS R. POORE, INC.
LAND SURVEYING & ENGINEERING
12201 N.W. 35TH STREET
CORAL SPRINGS, FLORIDA

CHK'D	REVISION	DATE	FILE NO.
DRP	REVISE EASEMENTS	11-3-80	80-11542
DRP	Book 60	11-3-80	80-11542
DRP	3.1.80	12-14-80	11545
CHK'D	REVISION	2.2.81	12001

EMBOSSED
SEAL
REQUIRED

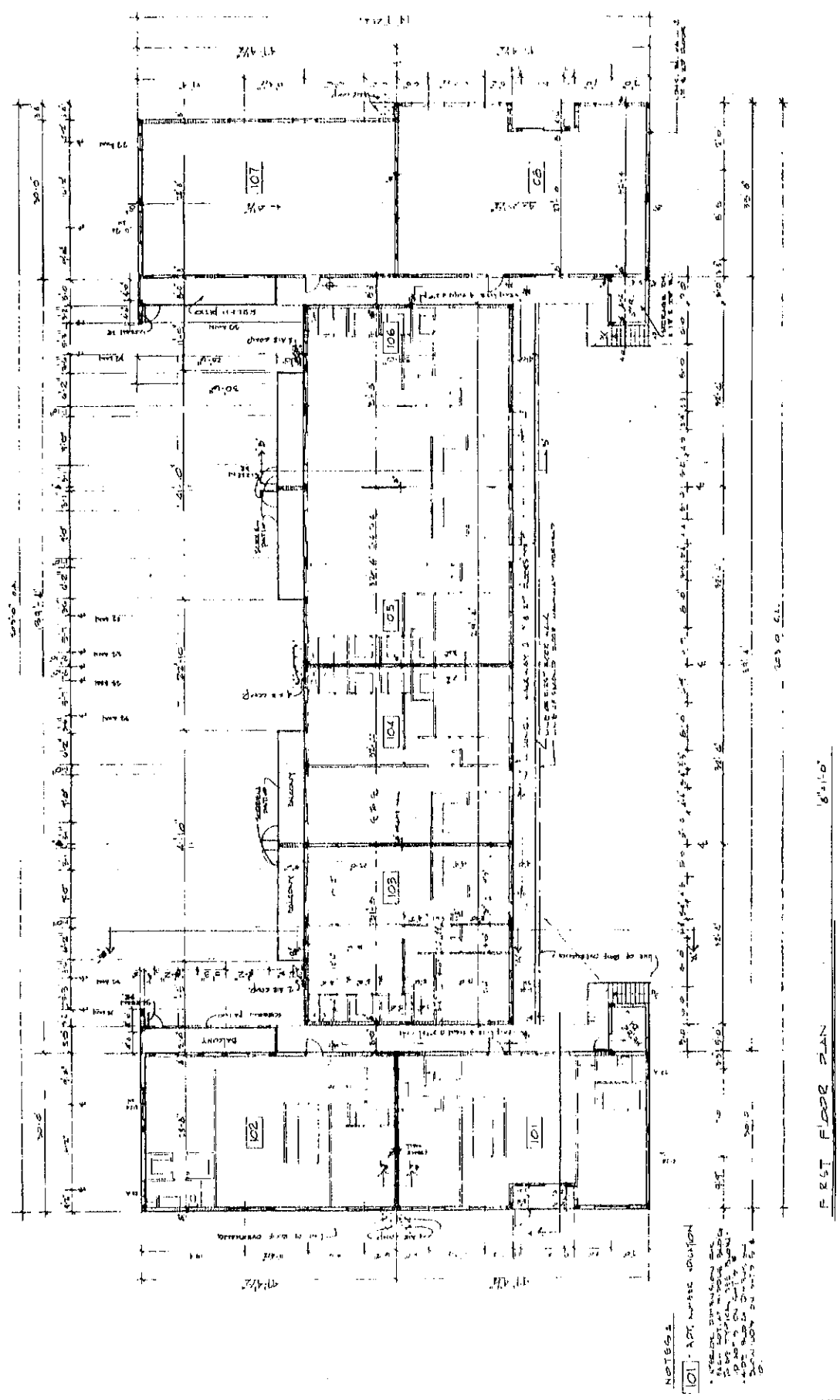
80-11542

1142, R 1142 B. 11

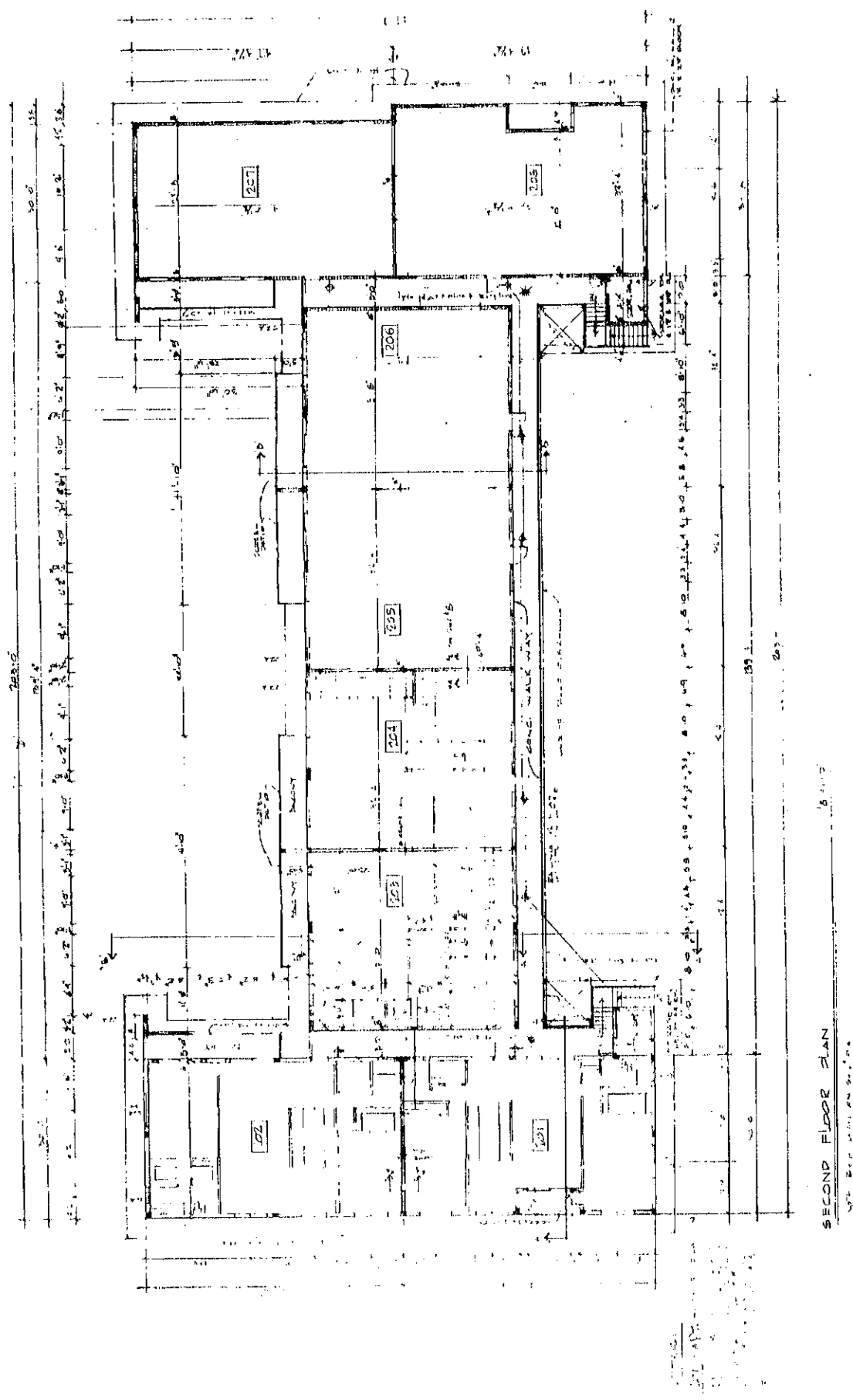


Lawrence D. Kramer Architect P.A.

ST 1004 C PAGE 860



REF ID: A63886



SECOND FLOOR PLAN

*CERTIFICATE OF SURVEYOR for:
THE OXFORD, A CONDOMINIUM*

*STATE OF FLORIDA
COUNTY OF DADE S.S.*

Certificate of Surveyor made this 29th day of January, 1982.

1. I am a surveyor authorized to practice in the State of Florida.
2. This certificate is made as to The Oxford, a condominium located at 9000 West Sample Road, Coral Springs, Florida, and in compliance with Florida Statutes, 718.104(4) (e).
3. The construction of the improvements described in the following exhibits to the Declaration of Condominium

<u>Exhibit No.</u>	<u>Title</u>
A	Survey
B-1	Site Plan
B-2	First Floor Plan
B-3	Second Floor Plan

is substantially complete so that the material, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

4. That the elevations shown on each floor plan are based on mean sea level datum, 1929 general adjustment, of the United States Coast and Geodetic Survey.

FURTHER AFFIANT SAYETH NAUGHT.

James W. Leavy
James W. Leavy, Vice President
Professional Land Surveyor
State of Florida Reg. No. 20940

Sworn to and subscribed before me
this 29th day of January,
1982.

[Signature]
Notary Public

My commission expires:

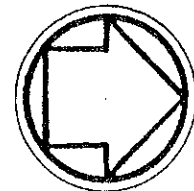
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 1, 1985
BONDED THRU GENERAL INS. UNDERWRITERS

O.N. 34410

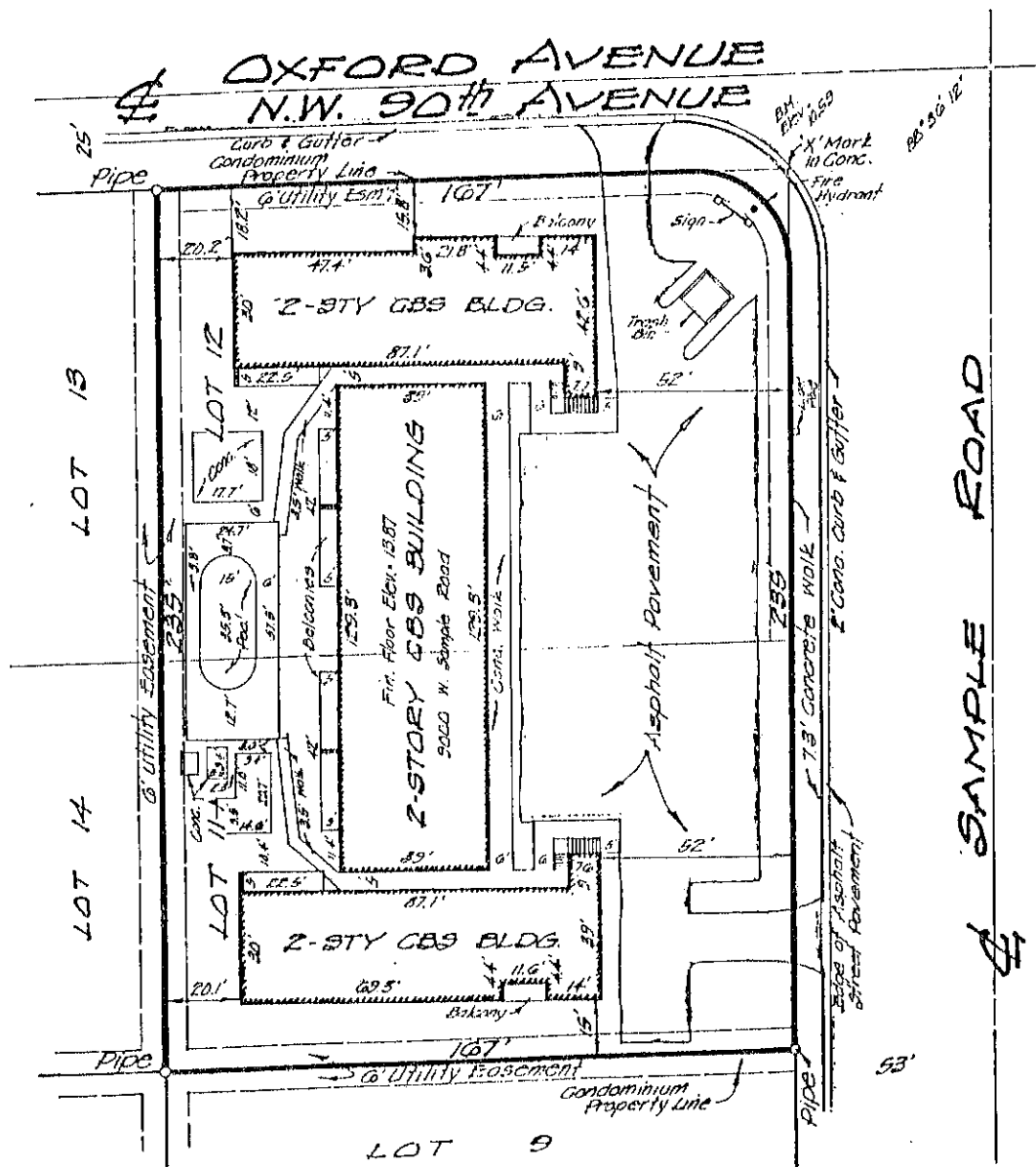
REF 10046 PAGE 862

Survey for:
THE OXFORD, A CONDOMINIUM

Description: Lots 11 and 12, Block R,
 Coral Springs Village Green, according
 to the plat thereof as recorded in Plat
 Book 60, at page 31, of the Public Records
 of Broward County, Florida.



Scale: 1"=40'



REC 10046 PAGE 863

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED:

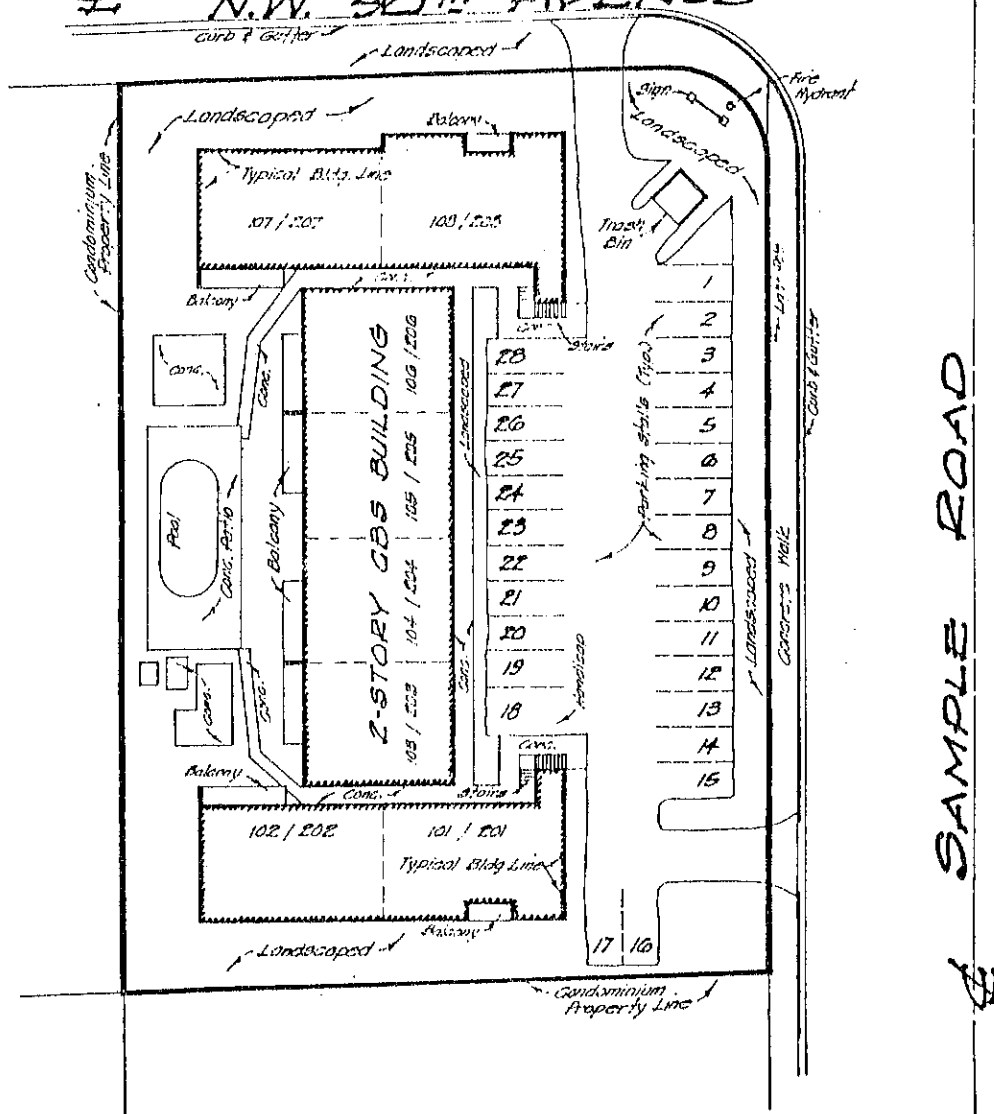
I, JAMES W. LEAVY, hereby certify that I have made a recent survey of the above described property as indicated and that there are no above ground encroachments except as shown. I further certify that the survey represented hereon meets the requirements of the Florida Land Title Association and that this survey is true and correct. Dated at Miami, Dade County, Florida, this 29th day of January, 1982.

DONALD W. MCINTOSH ASSOCIATES, INC.

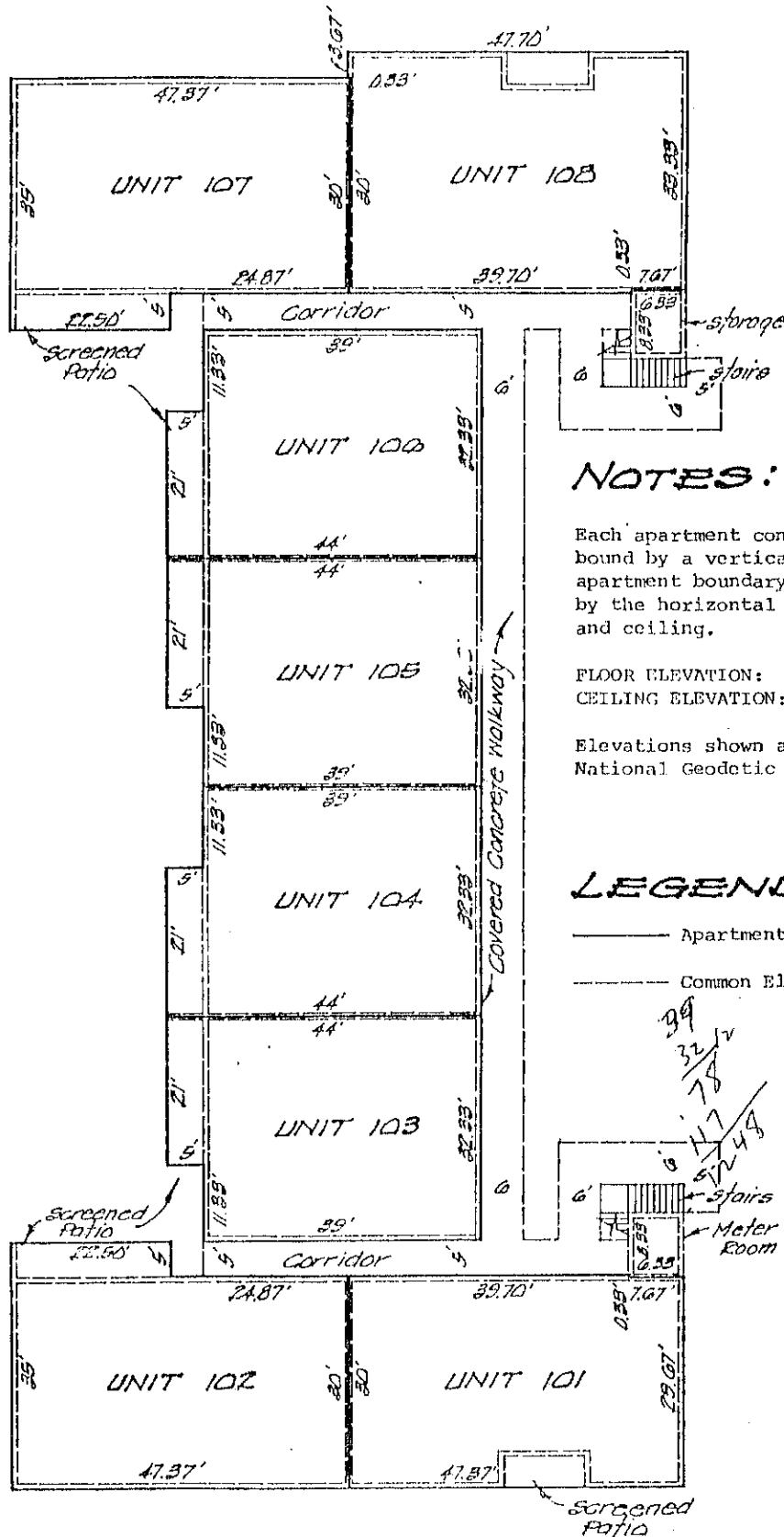
James W. Leavy, Vice President
 Professional Land Surveyor
 State of Florida Reg. No. 2094

"NOT VALID UNLESS SEALED"

Curry & Gifford



DEF 1004 PAGE 864
REC



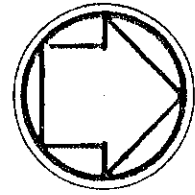
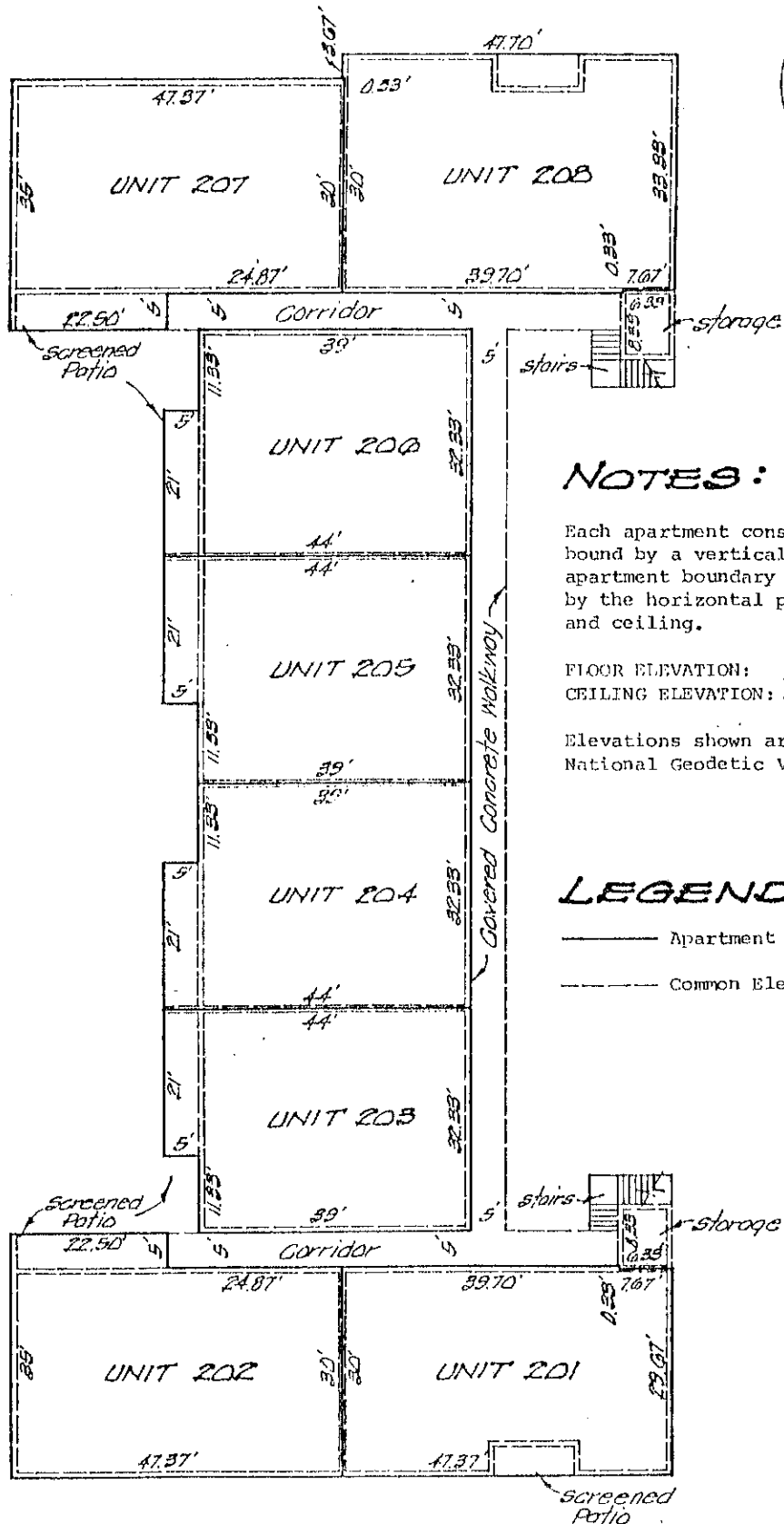
Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling.

Elevations shown are based on
National Geodetic Vertical Datum.

----- Apartment Unit Boundary Line
 - - - - - Common Element Boundary Line

OFF 10046 PAGE 865

THE OXFORD, A CONDOMINIUM



NOTES:

Each apartment consists of the space bound by a vertical projection of the apartment boundary lines shown, and by the horizontal planes at the floor and ceiling.

FLOOR ELEVATION: 23.10
CEILING ELEVATION: 31.33

Elevations shown are based on National Geodetic Vertical Datum.

LEGEND:

- Apartment Unit Boundary Line
- - - Common Element Boundary Line

ARTICLES OF INCORPORATION
of
OXFORD HOMEOWNERS ASSOCIATION, INC.

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1. NAME AND DEFINITIONS

The name of the corporation shall be OXFORD HOMEOWNERS ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes 718.111 for the operation of the Oxford, a condominium, located upon the following lands in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS
VILLAGE GREEN, according to the Plat thereof
as recorded in Plat Book 60, page 31, of the
Public Records of Broward County, Florida.

ARTICLE 3. POWERS

The powers of the Association shall include and shall be governed by the following provisions:

3.1. GENERAL. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

3.2. ENUMERATION. The Association shall have all of the powers and duties set forth in the Condominium Act, and those set forth in the Declaration and Bylaws if not inconsistent with the Condominium Act, and shall include the following if not inconsistent with the Condominium Act:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

4.3. ASSIGNMENT. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4. VOTING. A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5 DIRECTORS

5.1. NUMBER AND QUALIFICATION. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. ELECTION; REMOVAL. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4. TERM OF FIRST DIRECTORS. Until the Developer has closed the sales of all of the units of the condominium, or until the Developer elects to terminate its control of the condominium, whichever occurs first, the first election of directors shall not be held until after the unit owners other than the Developer become entitled to elect a director under Condominium Act, Section 718.301; and shall not be held thereafter, except, as from time to time, the unit owners other than the Developer become entitled to elect an additional director, or directors, as provided by law.

5.5. FIRST DIRECTORS. The names and address of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are Joseph Laradogoitia, Arthur Proner, and Edgar Proner, address, 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 6 OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its First meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and address of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: Joseph Laradogoitia
Vice President and Assistant Secretary: Arthur Proner
Secretary-Treasurer: Edgar Proner.

Address: 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 7 INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE 8 BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9 AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either

a. by not less than two-thirds (2/3) of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than thirteen-sixteenths (13/16) of the votes of the entire membership of the Association.

9.3. LIMITATION. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in paragraphs 3.3 to 3.6 of Article 3, entitled POWERS, without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. RECORDING. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Broward County, Florida.

ARTICLE 10 TERM

The term of the Association shall be perpetual.

ARTICLE 11 SUBSCRIBERS

The names and addresses of the subscribers to these Articles of Incorporation are: Joseph Laradogoitia, Arthur Proner, and Edgar Proner. Their address is: 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 12 REGISTERED OFFICE/AGENT

The principal office of the Association shall be 9000 West Sample Road, Coral Springs, Florida 33065, or at such other place as may be subsequently designated by the Board of Directors.

The name and address of the registered agent of the Association, until some other person may be subsequently designated by the Board of Directors, is Edgar Proner, 4977 North State Road 7, Fort Lauderdale, Florida 33319.

IN WITNESS WHEREOF the subscribers have affixed their signatures this 24th day of April, 1981.

s/ Joseph Laradogoitia
Joseph Laradogoitia

s/ Arthur Proner
Arthur Proner

s/ Edgar Proner
Edgar Proner

STATE OF FLORIDA)
COUNTY OF BROWARD)

Joseph Laradogoitia, Arthur Proner, and Edgar Proner appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation on this 24th day of April, 1981.

Seal

s/ Paula L. Bonfiglio

NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

MY COMMISSION EXPIRES JAN 31, 1988
BONDED THRU GENERAL INS
UNDERWRITERS

EXHIBIT 10046 PAGE 871

BYLAWS

OXFORD HOMEOWNERS ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

1. IDENTITY. These are the Bylaws of Oxford Homeowners Association, Inc., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on May 5, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name The Oxford and is located upon the following lands in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS
VILLAGE GREEN, according to the Plat thereof
as recorded in Plat Book 60, Page 31, of the
Public Records of Broward County, Florida.

1.1. The OFFICE of the Association shall be at 9000
West Sample Road, Coral Springs, Florida 33065.

1.2. The FISCAL YEAR of the Association shall be the year
ending on June 30.

1.3. The SEAL of the corporation shall bear the name of
the corporation, the word "Florida," the words "Corporation not for
profit" and the year of incorporation, an impression of which is
as follows:

2. MEMBERS.

2.1. ROSTER OF MEMBERS. The Association shall maintain
a roster of the names and mailing addresses of unit owners, which
shall constitute a roster of members. The roster shall be main-
tained from evidence of ownership furnished to the Association
from time to time to substantiate the holding of a membership and
from changes of mailing addresses furnished from time to time.
Each member will furnish to the Association a photocopy of the
record evidence of his title, showing thereon the recording infor-
mation if any, substantiating his membership in the manner required
by the Articles of Incorporation and the Declaration of Condominium.

2.2. ANNUAL MEETING. The annual members' meeting shall
be held each year on the Tuesday immediately following the first
Monday in November, at 7:00 o'clock P.M. local time, at the
condominium, or at such other place in Coral Springs, Florida, as
the President or a majority of the board of directors shall
determine. The purpose of the meeting shall be to elect directors
and to transact any other business authorized to be transacted by the
members; provided that if the date for the first annual meeting of
members subsequent to relinquishment of control by the Developer
of the condominium is less than six months after the first election
of directors by the membership of the Association, this annual
meeting shall not be held, and the directors first elected by the
membership of the Association shall serve until the date for the
next following annual meeting.

2.3. SPECIAL MEMBERS' MEETINGS shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4. NOTICE OF A MEETING of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2.5. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.6. VOTING.

a. In any meeting of members the owners of units shall be entitled to cast one vote per apartment.

b. If a unit is owned by one person his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. These certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy will not be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner who executed it. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five proxies.

2.8. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The ORDER OF BUSINESS of annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by the President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

2.10 PROVISIO. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. DIRECTORS.

3.1. MEMBERSHIP. The affairs of the Association shall be managed by a board of three directors.

3.2. ELECTION OF DIRECTORS shall be conducted in the following manner:

a. ELECTION OF DIRECTORS shall be held at the annual members' meeting.

b. A NOMINATING COMMITTEE of two members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor.

c. The ELECTION shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to VACANCIES provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any DIRECTOR may be removed by concurrence of five eighths of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. PROVIDED, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.3. Except as provided in the Articles of Incorporation, the term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The ORGANIZATION MEETING of a newly-elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. REGULAR MEETINGS of the board of directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. A notice of regular meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association in an emergency.

3.7. WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8. A QUORUM at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9. ADJOURNED MEETINGS. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. JOINDER IN MEETING. A director may join by written concurrence in any action taken at a meeting of the board but such concurrence may not be used for the purposes of creating a quorum.

3.11. THE PRESIDING OFFICER of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. OFFICERS.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all

of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one officer. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The VICE PRESIDENT shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The SECRETARY shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The ASSISTANT SECRETARY shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.7. The compensation of all employees of the Association shall be fixed by the directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. CURRENT EXPENSES, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. The balance of this fund at the end of each year shall be applied to pay the assessments for current expense for the succeeding year.

b. CAPITAL SURPLUS for

(1) DEFERRED MAINTENANCE, which shall include funds for maintenance items that occur less frequently than annually.

(2) REPLACEMENTS, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. BUDGET. The board of directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. CURRENT EXPENSE, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. DEFERRED MAINTENANCE, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. REPLACEMENTS, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

e.

f. PROVIDED, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

g.

h. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3. ASSESSMENTS. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the fiscal year annually in advance on or before May 20 preceding the fiscal year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each calendar month of the fiscal year for which the assessments are made, or 30 days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each calendar month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses

previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet the expenses for the year, provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

6.4. ASSESSMENTS FOR CHARGES. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

* → 6.5. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. The DEPOSITORY of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7. The accounting records of the Association shall be open to INSPECTION by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives.

7. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. AMENDMENTS. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of the meeting at which a proposed amendment is considered.

8.2. A RESOLUTION adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

a. not less than two thirds of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

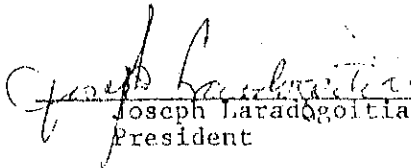
b. by not less than thirteen sixteenths (13/16) of the votes of the entire membership of the Association; or

c. until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

The foregoing were adopted as the Bylaws of Oxford Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on December 20, 1981.

Edgar Proner
Secretary

Approved:


Joseph Laradogolia
President

RECORDED IN THE OFFICIAL RECORDS BOOK
OF FLORIDA COUNTY, FLORIDA
GRIFFIN W. WATT
COUNTY ADMINISTRATOR

EXHIBIT E

REF 10046 PAGE 879

APPROVED
AND
FILED

ARTICLES OF INCORPORATION
of
OXFORD HOMEOWNERS ASSOCIATION, INC.

MAY 5 10 30 AM 1981
FLORIDA DEPT. OF STATE
CORPORATIONS DIVISION
TALLAHASSEE, FLORIDA

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE 1. NAME AND DEFINITIONS

The name of the corporation shall be OXFORD HOMEOWNERS ASSOCIATION, INC. For convenience the corporation shall be referred to in this instrument as the Association, these Articles of Incorporation as Articles, and the Bylaws of the Association as Bylaws.

ARTICLE 2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Florida Statutes 718.111 for the operation of the Oxford, a condominium, located upon the following lands in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS VILLAGE GREEN, according to the Plat thereof as recorded in Plat Book 60, page 31, of the Public Records of Broward County, Florida.

ARTICLE 3. POWERS

The powers of the Association shall include and shall be governed by the following provisions:

3.1. GENERAL. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the terms of these Articles.

3.2. ENUMERATION. The Association shall have all of the powers and duties set forth in the Condominium Act, and those set forth in the Declaration and Bylaws if not inconsistent with the Condominium Act, and shall include the following if not inconsistent with the Condominium Act:

a. To make and collect assessments against members as unit owners to defray the costs, expenses and losses of the condominium.

b. To use the proceeds of assessments and charges in the exercise of its powers and duties.

c. To buy or lease both real and personal property for condominium use and to sell or otherwise dispose of property so acquired.

d. To maintain, repair, replace and operate the condominium property and property acquired or leased by the Association for use by unit owners.

e. To purchase insurance upon the condominium property and insurance for the protection of the Association and its members as unit owners.

f. To reconstruct and repair improvements after casualty and to construct additional improvements of the condominium property.

g. To make and amend reasonable regulations respecting the use and appearance of the property in the condominium. Such regulations shall be made, and amended, by the board of directors.

h. To approve or disapprove the leasing, transfer, mortgaging, ownership and possession of units as may be provided by the Declaration of Condominium and the Bylaws.

i. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the Bylaws of the Association and the Regulations for the use of the property in the condominium.

j. To contract for the management of the condominium and to delegate to the contractor all powers and duties of the Association except those that are specifically required by the Declaration of Condominium to have approval of the Board of Directors or the membership of the Association.

k. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to grant leases of those portions for this purpose.

1. To employ personnel to perform the services required for proper operation of the condominium.

3.3. PURCHASE OF UNITS. The Association shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. This provision shall not be changed without unanimous approval of the members and the joinder of all record owners of mortgages upon the condominium.

3.4. CONDOMINIUM PROPERTY. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws,

3.5. DISTRIBUTION OF INCOME. The Association shall make no distribution of income to its members, directors or officers.

3.6. LIMITATION. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

ARTICLE 4 MEMBERS

4.1. MEMBERSHIP. The members of the Association shall consist of all of the record owners of units in the condominium, and after termination of the condominium shall consist of those who are members at the time of the termination and their successors and assigns.

4.2. EVIDENCE. After approval of the transfer, or of the ownership, of a unit in the manner required by the Declaration of Condominium, change of membership in the Association shall be established by (a) recording in the public records of Broward County, Florida, a certificate of the Association stating the approval required by the declaration, (b) recording in the public records of Broward County, Florida, a deed or other instrument establishing a public record of the transfer of the title substantiating the membership, and (c) delivery to the Association of a photocopy of the recorded instruments, showing the recording information thereon. The owner receiving title of the unit by those instruments will be a member of the Association and the membership of the prior owner will be terminated.

4.3. ASSIGNMENT. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit for which that share is held.

4.4. VOTING. A member of the Association shall be entitled to at least one vote for each unit owned by him. The exact number of votes to be cast by owners of a unit and the manner of exercising voting rights shall be determined by the Bylaws of the Association.

ARTICLE 5 DIRECTORS

5.1. NUMBER AND QUALIFICATION. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors need not be members of the Association.

5.2. DUTIES AND POWERS. All of the duties and powers of the Association existing under the Condominium Act, Declaration of Condominium, these Articles and Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5.3. ELECTION; REMOVAL. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the board of directors shall be filled in the manner provided by the Bylaws.

5.4. TERM OF FIRST DIRECTORS. Until the Developer has closed the sales of all of the units of the condominium, or until the Developer elects to terminate its control of the condominium, whichever occurs first, the first election of directors shall not be held until after the unit owners other than the Developer become entitled to elect a director under Condominium Act, Section 718.301; and shall not be held thereafter, except, as from time to time, the unit owners other than the Developer become entitled to elect an additional director, or directors, as provided by law.

5.5. FIRST DIRECTORS. The names and address of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are Joseph Laradogoitia, Arthur Proner, and Edgar Proner, address, 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 6 OFFICERS

The affairs of the Association shall be administered by the officers designated in the Bylaws. The officers shall be elected by the board of directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the board of directors. The names and address of the officers who shall serve until their successors are designated by the board of directors are as follows:

President: Joseph Laradogoitia
Vice President and Assistant Secretary: Arthur Proner
Secretary-Treasurer: Edgar Proner.

Address: 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 7 INDEMNIFICATION

Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE 8 BYLAWS

The first Bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded by the directors and members in the manner provided by the Bylaws.

ARTICLE 9 AMENDMENTS

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

9.1. NOTICE. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

9.2. ADOPTION. A resolution for the adoption of a proposed amendment may be proposed either by the board of directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing providing the approval is delivered to the secretary at or prior to the meeting. The approvals must be either

a. by not less than two-thirds (2/3) of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than thirteen-sixteenths (13/16) of the votes of the entire membership of the Association.

9.3. LIMITATION. Provided, however, that no amendment shall make any changes in the qualifications for membership nor in the voting rights or property rights of members, nor any change in paragraphs 3.3 to 3.6 of Article 3, entitled POWERS, without approval in writing by all members and the joinder of all record owners of mortgages upon units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

9.4. RECORDING. A copy of each amendment shall be accepted and certified by the Secretary of State and be recorded in the public records of Broward County, Florida.

ARTICLE 10 TERM

The term of the Association shall be perpetual.

ARTICLE 11 SUBSCRIBERS

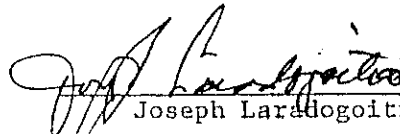
The names and addresses of the subscribers to these Articles of Incorporation are: Joseph Laradogoitia, Arthur Proner, and Edgar Proner. Their address is: 4977 North State Road 7, Fort Lauderdale, Florida 33319.

ARTICLE 12 REGISTERED OFFICE/AGENT

The principle office of the Association shall be 9000 West Sample Road, Coral Springs, Florida 33065, or at such other place as may be subsequently designated by the Board of Directors.

The name and address of the registered agent of the Association, until some other person may be subsequently designated by the Board of Directors, is Edgar Proner, 4977 North State Road 7, Fort Lauderdale, Florida 33319.

IN WITNESS WHEREOF the subscribers have affixed their signatures this 24TH day of APRIL, 1981.

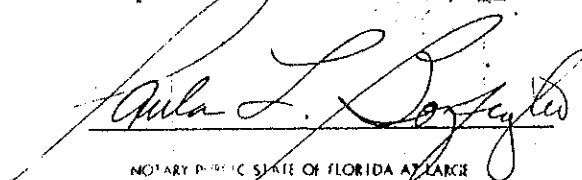

Joseph Laradogoitia


Arthur Proner


Edgar Proner

STATE OF FLORIDA)
COUNTY OF BROWARD)

Joseph Laradogoitia, Arthur Proner, and Edgar Proner appeared before me, and after being duly sworn they acknowledged that they executed the foregoing Articles of Incorporation on this 24TH day of APRIL, 1981.



NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JAN 31 1982
BY H.D. (H) GENERAL INS. UNDERWRITERS

Handwritten signature: *[Signature]*

RULES AND REGULATIONS FOR
THE OXFORD CONDOMINIUM

1. The sidewalks, entrances, and like portions of the common elements shall not be obstructed nor used for any purpose other than for entering and exiting to and from the condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein.
2. All personal property of unit occupants must be stored in their respective units or in storage areas.
3. No articles of any kind shall be placed on the walkways or other common elements. No articles of any kind shall be shaken or hung from any of the windows, doors, fences, walkways, balconies or other portions of condominium property.
4. No unit occupant shall sweep or throw any dirt or other substance into walkways or other common elements.
5. Refuse must be deposited in areas designated for such purpose by the Board of Directors. The requirements of Governmental Agencies for refuse disposal or collection shall be complied with. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition.
6. No unit occupant shall make or permit any disturbing noises or permit conduct by any person that will interfere with the rights, comfort or convenience of other unit occupants.
7. No radio or television installation may be permitted in any unit which interferes with the television or radio reception in another unit. No outdoor antenna shall be permitted on the condominium property.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, painted or affixed in or upon any part of the condominium property. No awning, canopy or other projection shall be attached to or placed upon the outside walls, with the exception of those desiring Hurricane Shutters for their screened patios. These shutters must conform with the existing installations.
9. A business, of any type, may not be operated or conducted in any unit.
10. No Flammable, combustible or explosive substances shall be kept in any unit or on the common elements, except for use in barbecuing or cooking.
11. A unit occupant who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and must furnish the Association with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Board.
12. No food or glass containers allowed inside fenced pool area.
13. A unit occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, walkways or windows of the building.
14. No structure of a temporary character, no trailer, tent, mobile home or recreational vehicle, shall be permitted on the condominium property at any time as a residence, either temporarily or permanently.
15. No wall or window air conditioning units may be installed in any unit.

16. Bicycle riding, skating, playing, skateboarding, etc., not allowed on catwalks, walkways, stairs, parking area, or inside fenced pool area.
17. No dog, cat or other animal pet shall be kept in any unit or anywhere else on the condominium property.
18. Patios must not be used for storage of bins, boxes, old furniture, drying of clothes, etc. Bicycles can be stored on a patio. There can be no covering attached to the screening except roll-down hurricane shutters.
19. Owners and occupants shall comply with these Rules and Regulations, and with any and all rules and regulations which may hereafter, from time to time, be adopted and shall comply with the provisions of the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association as amended from time to time. Failure of any owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply.

(a) Notice: The Association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting, at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel, at his expense, and cross-examine and present witnesses and other testimony or evidence.

(b) Hearing: The non-compliance shall be presented to the Board of Directors, after which the Board shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the owner or occupant not later than twenty-one (21) days after the Board of Directors meeting.

(c) Penalties: The Board of Directors may impose special assessments against the applicable unit as follows:

(1) First non-compliance or violation:
A fine not in excess of \$100.00

(2) Second non-compliance or violation:
A fine not in excess of \$500.00

(3) Third and subsequent non-compliance or violation, or violations which are of a continuing nature:
A fine not in excess of \$1,000.00

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration and By-Laws.

- (f) Application of Penalties: Monies received from fines shall be allocated as directed by the Board of Directors.
- (g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
20. These Rules and Regulations shall apply, to all owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted, but not required, to grant relief to one or more unit owners or occupants from specific rules and regulations upon written request therefor and good cause shown, in the sole discretion of the Board.
21. Parking areas are solely for non-commercial passenger vehicles with a current passenger vehicle registration.
22. No vehicle which cannot operate on its own power, shall not remain on condominium property and no repair of vehicles shall be made on condominium property.
23. No commercial vehicles, motorcycles, motorbikes, mopeds, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be parked or stored at any place on the condominium property on a permanent basis. This prohibition shall not apply, with Board of Directors approval, to temporary visitor parking for a period of two (2) weeks, fourteen (14) days.
24. APPROVAL FOR SMALL TRUCKS AND SMALL VANS P/U TRUCKS
Pick-up trucks may be permitted to park on condominium properties only with the express written approval of the Board of Directors. Such written approval shall be granted at the sole discretion of the Board and said approval may be revoked at any time. In the event that approval shall be revoked, that vehicle shall be considered illegally parked and shall be permanently removed from condominium property within seven (7) days from date of such notice of revocation of approval. Should a pick-up truck not be granted written approval by the Board, then that vehicle shall not be parked upon condominium property.

In order for a pick-up truck or van to be considered for written approval for parking, the following standards must apply:

1. The pick-up truck must be of one-half ton size or less.
2. There may be no commercial or advertising printed matter anywhere upon the exterior of the vehicle.
3. The pick-up truck bed must be kept empty of items (except for a spare tire) and in a clean condition, unless the truck bed has a cap attached to it.
4. The pick-up truck must be used exclusively for passenger use only.
5. The general appearance of the pick-up must meet with the standards of appearance set by the Board.

24. (Cont'd)

VANS

1. The van must have windows on both sides and the rear, and have permanent seating installed for at least four (4) persons.
2. The van may have no commercial or advertising printed matter anywhere upon the exterior of the vehicle.
3. The van must be exclusively used for passenger purposes only.
4. General appearance of the van must meet with the standards of appearance set by the Board of Directors.
5. No items may be stored within the interior of the van which may be seen from outside of the van.
6. These vehicles are allowed only for two (2) week, fourteen (14) day stays.

DATE: APRIL, 1993

The foregoing were adopted as the Rules and Regulations of the Oxford Homeowners Association Inc, a Corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors on April 1, 1993

Mary Scelta

Mary Scelta, Secretary

Approved:

Frank Bellomo

Frank Bellomo, President

16. Bicycle riding, skating, playing, skateboarding, etc., not allowed on catwalks, walkways, stairs, parking area, or inside fenced pool area.
17. No dog, cat or other animal pet shall be kept in any unit or anywhere else on the condominium property.
18. Patios must not be used for storage of bins, boxes, old furniture, drying of clothes, etc. Bicycles can be stored on a patio. There can be no covering attached to the screening except roll-down hurricane shutters.
19. Owners and occupants shall comply with these Rules and Regulations, and with any and all rules and regulations which may hereafter, from time to time, be adopted and shall comply with the provisions of the Declaration of Condominium, the Articles of Incorporation and the By-Laws of the Association as amended from time to time. Failure of any owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply.
 - (a) Notice: The Association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting, at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel, at his expense, and cross-examine and present witnesses and other testimony or evidence.
 - (b) Hearing: The non-compliance shall be presented to the Board of Directors, after which the Board shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the owner or occupant not later than twenty-one (21) days after the Board of Directors meeting.
 - (c) Penalties: The Board of Directors may impose special assessments against the applicable unit as follows:
 - (1) First non-compliance or violation:
A fine not in excess of \$100.00
 - (2) Second non-compliance or violation:
A fine not in excess of \$500.00
 - (3) Third and subsequent non-compliance or violation, or violations which are of a continuing nature:
A fine not in excess of \$1,000.00
 - (d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.
 - (e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration and By-Laws.

- (f) Application of Penalties: Monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.
20. These Rules and Regulations shall apply, to all owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted, but not required, to grant relief to one or more unit owners or occupants from specific rules and regulations upon written request therefor and good cause shown, in the sole discretion of the Board.
 21. Parking areas are solely for non-commercial passenger vehicles with a current passenger vehicle registration.
 22. No vehicle which cannot operate on its own power, shall not remain on condominium property and no repair of vehicles shall be made on condominium property.
 23. No commercial vehicles, motorcycles, motorbikes, mopeds, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers shall be parked or stored at any place on the condominium property on a permanent basis. This prohibition shall not apply, with Board of Directors approval, to temporary visitor parking for a period of two (2) weeks, fourteen (14) days.
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In order for a pick-up truck or van to be considered for written approval for parking, the following standards must apply:

1. The pick-up truck must be of one-half ton size or less.
2. There may be no commercial or advertising printed matter anywhere upon the exterior of the vehicle.
3. The pick-up truck bed must be kept empty of items (except for a spare tire) and in a clean condition, unless the truck bed has a cap attached to it.
4. The pick-up truck must be used exclusively for passenger use only.
5. The general appearance of the pick-up must meet with the standards of appearance set by the Board.

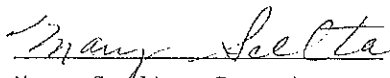
24.(Cont'd)

VANS

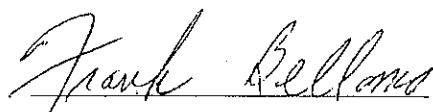
1. The van must have windows on both sides and the rear, and have permanent seating installed for at least four (4) persons.
2. The van may have no commercial or advertising printed matter anywhere upon the exterior of the vehicle.
3. The van must be exclusively used for passenger purposes only.
4. General appearance of the van must meet with the standards of appearance set by the Board of Directors.
5. No items may be stored within the interior of the van which may be seen from outside of the van.
6. These vehicles are allowed only for two (2) week, fourteen (14) day stays.

DATE: APRIL, 1993

The foregoing were adopted as the Rules and Regulations of the Oxford Homeowners Association Inc, a Corporation not for profit under the laws of the State of Florida, at a meeting of the Board of Directors on April 1, 1993


Mary Scelta, Secretary

Approved:


Frank Bellomo, President

RULES AND REGULATIONS

FOR

THE OXFORD, a condominium

1. The sidewalks, entrances, and like portions of the common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein.

2. The personal property of unit owners must be stored in their respective units or in storage areas.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the walkways or other common elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, walkways, balconies or other portions of the condominium property.

4. No unit owner shall permit anything to fall from a window or door of the condominium property, nor sweep or throw from the condominium property any dirt or other substance into any of the walkways or upon the common elements.

5. Refuse must be deposited in areas designated for such purpose by the board of directors. The requirements of governmental agencies for refuse disposal or collection shall be complied with. All equipment for the storage or disposal of refuse shall be kept in a clean and sanitary condition.

6. Parking areas are solely for non-commercial passenger automobiles with a current passenger vehicle registration.

7. No vehicle which cannot operate on its own power shall remain on condominium property, and no repair of vehicles shall be made on condominium property.

8. No unit owner shall make or permit any disturbing noises in his unit, nor permit conduct by any person that will interfere with the rights, comfort or convenience of other unit owners. No unit owner shall play or permit to be played any musical instrument nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his unit in such a manner as to disturb or annoy other residents. No unit owner shall conduct or permit to be conducted any vocal or instrumental instruction at any time which disturbs other residents.

9. No radio or television installation may be permitted in any unit which interferes with the television or radio reception in another unit.

10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the condominium property, except signs used or approved by the Developer. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the common elements.

11. Barbecuing and other outdoor cooking is permitted only in designated areas.

12. No flammable, combustible or explosive substances shall be kept in any unit or on the common elements, except for use in barbecuing or cooking.

13. A unit owner who plans to be absent during the hurricane season must prepare his unit prior to his departure by designating a responsible firm or individual to care for his unit should the unit suffer hurricane damage, and must furnish the Association with the name of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

14. Food and beverages may not be consumed outside of a unit except in designated areas.

15. A unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, walkways or windows of the building. Curtains and drapes, or linings thereof, which face on exterior windows or glass doors of units shall be subject to disapproval by the board of directors, in which case they shall be removed and replaced with acceptable ones.

16. No structure of a temporary character, no trailer, tent, mobile home or recreational vehicle, shall be permitted on the condominium property at any time as a residence, either temporarily or permanently.

17. No trucks or commercial vehicles, motorcycles, motorbikes, mopeds, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers or vans shall be parked or stored at any place on the condominium property. This prohibition shall not apply to temporary parking of trucks and commercial vehicles, for pickup, delivery, or other commercial services; nor to any of the Developer's vehicles.

18. No wall or window air conditioning units may be installed in any unit.

19. No outdoor antenna shall be permitted on the condominium property or on any building thereon.

20. (a) Subject to the exceptions set forth below, no person under 18 years of age shall reside in any condominium unit.

(b) Subdivision (a) above is subject to the following exception: a person under 18 years of age, but not less than 14 years of age, may reside in a condominium unit purchased directly from the Developer, as long as the purchaser who purchased directly from the Developer remains the owner of such unit. Upon a sale of the unit by such purchaser, the minimum age thereafter for residence in the unit shall be 18 years. Should such owner rent out the unit, the minimum age during the renting out shall be 18 years.

(c) Subdivision (a) above is subject also to the following exception: a person under 18 years of age, but not less than 14 years of age, may reside in a unit leased from the Developer.

(d) A unit owner or a unit lessee may have as a guest a person who is underage under the above provisions, for a period not to exceed two weeks, but visits of longer duration must be approved by the board of directors.

21. No dog, cat, or other animal pet, shall be kept in any unit or anywhere else on the condominium property.

22. No unit owner shall install a screen enclosure to or upon the outside walls of the building or on the common elements.

23. Owners and occupants shall comply with these Rules and Regulations, and with any and all rules and regulations which may hereafter from time to time be adopted, and shall comply with the provisions of the declaration of condominium, the articles of incorporation, and the bylaws of the association, as amended from time to time. Failure of an owner or occupant to so comply shall be grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. *The association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply.* In addition to all other remedies, in the sole discretion of the board of directors of the association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the declaration, or articles of incorporation or bylaws, provided the following procedures are adhered to:

(a) Notice: The association shall notify the owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next board of directors meeting, at which time the owner or occupant shall present reasons why penalties should not be imposed. At such meeting, the owner or occupant shall be entitled to be represented by counsel, at his expense, and cross-examine and present witnesses and other testimony or evidence.

(b) Hearing: The non-compliance shall be presented to the board of directors, after which the board of directors shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the board of directors shall be submitted to the owner or occupant not later than 21 days after the board of directors meeting.

(c) Penalties: The board of directors may impose special assessments against the applicable unit as follows:

(1) First non-compliance or violation:
A fine not in excess of \$100.

(2) Second non-compliance or violation:
A fine not in excess of \$500.

(3) Third and subsequent non-compliance or violation, or violations which are of a continuing nature:
A fine not in excess of \$1,000.

(d) Payment of Penalties: Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the declaration and bylaws.

(f) Application of Penalties: Moneys received from fines shall be allocated as directed by the board of directors.

(g) Non-Exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the association may be otherwise legally entitled.

24. These Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, or to institutional first mortgagees, nor to the units owned by either the Developer or such mortgagees. These Rules and Regulations shall apply, however, to all other owners and occupants even if not specifically so stated in portions hereof. (The board of directors shall be permitted, but not required, to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown, in the sole discretion of the board.)

BYLAWS

OXFORD HOMEOWNERS ASSOCIATION, INC.

A Corporation not for profit
under the laws of the State of Florida

1. IDENTITY. These are the Bylaws of Oxford Homeowners Association, Inc., called Association in these Bylaws, a corporation not for profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on May 5, 1981. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, called the Condominium Act in these Bylaws, which condominium is identified by the name The Oxford and is located upon the following lands in Broward County, Florida:

Lots 11 and 12 in Block "R" of CORAL SPRINGS
VILLAGE GREEN, according to the Plat thereof
as recorded in Plat Book 60, Page 31, of the
Public Records of Broward County, Florida.

1.1. The OFFICE of the Association shall be at 9000
West Sample Road, Coral Springs, Florida 33065.

1.2. The FISCAL YEAR of the Association shall be the year
ending on June 30.

1.3. The SEAL of the corporation shall bear the name of
the corporation, the word "Florida," the words "Corporation not for
profit" and the year of incorporation, an impression of which is
as follows:

2. MEMBERS.

2.1. ROSTER OF MEMBERS. The Association shall maintain
a roster of the names and mailing addresses of unit owners, which
shall constitute a roster of members. The roster shall be main-
tained from evidence of ownership furnished to the Association
from time to time to substantiate the holding of a membership and
from changes of mailing addresses furnished from time to time.
Each member will furnish to the Association a photocopy of the
record evidence of his title, showing thereon the recording infor-
mation if any, substantiating his membership in the manner required
by the Articles of Incorporation and the Declaration of Condominium.

2.2. ANNUAL MEETING. The annual members' meeting shall
be held each year on the Tuesday immediately following the first
Monday in November, at 7:00 o'clock P.M. local time, at the
condominium, or at such other place in Coral Springs, Florida, as
the President or a majority of the board of directors shall
determine. The purpose of the meeting shall be to elect directors
and to transact any other business authorized to be transacted by the
members; provided that if the date for the first annual meeting of
members subsequent to relinquishment of control by the Developer
of the condominium is less than six months after the first election
of directors by the membership of the Association, this annual
meeting shall not be held, and the directors first elected by the
membership of the Association shall serve until the date for the
next following annual meeting.

2.3. SPECIAL MEMBERS' MEETINGS shall be held at such places as provided for annual meetings whenever called by the President or by a majority of the board of directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2.4. NOTICE OF A MEETING of members stating the time and place and the objects for which the meeting is called shall be given by the officer calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

2.5. A QUORUM at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

2.6. VOTING.

a. In any meeting of members the owners of units shall be entitled to cast one vote per apartment.

b. If a unit is owned by one person his right to vote shall be established by the roster of members. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit according to the roster of unit owners and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote for a unit may be revoked by any owner of a share in the unit. If a certificate designating the person entitled to cast the vote for a unit is not on file, the vote of the owners shall not be considered in determining whether a quorum is present nor for any other purpose.

2.7. PROXIES. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy will not be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the unit owner who executed it. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. One person may hold no more than five proxies.

2.8. ADJOURNED MEETINGS. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the adjourned meeting is given in the manner required for notice of a meeting.

2.9. The ORDER OF BUSINESS at annual members' meetings and as far as practical at other members' meetings, shall be:

- a. Call to order by the President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of officers
- g. Reports of committees
- h. Election of inspectors of election
- i. Determination of number of directors
- j. Election of directors
- k. Unfinished business
- l. New business
- m. Adjournment

2.10 PROVISIO. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the board of directors.

3. DIRECTORS.

3.1. MEMBERSHIP. The affairs of the Association shall be managed by a board of three directors.

3.2. ELECTION OF DIRECTORS shall be conducted in the following manner:

a. ELECTION OF DIRECTORS shall be held at the annual members' meeting.

b. A NOMINATING COMMITTEE of two members shall be appointed by the board of directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Other nominations may be made from the floor.

c. The ELECTION shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Except as to VACANCIES provided by removal of directors by members, vacancies in the board of directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Any DIRECTOR may be removed by concurrence of five eighths of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the board of directors so created shall be filled by the members of the Association at the same meeting.

f. PROVIDED, however, that until a majority of the directors are elected by the members other than the Developer of the condominium, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.3. Except as provided in the Articles of Incorporation, the term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

3.4. The ORGANIZATION MEETING of a newly-elected board of directors shall be held within 10 days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.5. REGULAR MEETINGS. Meetings of the board of directors may be held at such time and place as shall be determined from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. A notice of regular meetings shall be posted conspicuously 48 hours in advance for the attention of members of the Association.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of members of the Association in an emergency.

3.7. WAIVER OF NOTICE. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.8. A QUORUM at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these Bylaws.

3.9. ADJOURNED MEETINGS. If at any meeting of the board of directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.10. JOINDER IN MEETING. A director may join by written concurrence in any action taken at a meeting of the board but such concurrence may not be used for the purposes of creating a quorum.

3.11. THE PRESIDING OFFICER of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

3.12. The order of business at directors' meetings shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers
- f. Unfinished business
- g. New business
- h. Adjournment

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, subject only to approval by unit owners when that is specifically required.

5. OFFICERS.

5.1. The executive officers of the Association shall be a President, who shall be a director, a Vice President who shall be a director, a Treasurer, a Secretary, and an Assistant Secretary, all

of whom shall be elected annually by the board of directors. A person who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

5.2. The PRESIDENT shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time to assist in the conduct of the affairs of the Association as he in his discretion may determine appropriate.

5.3. The VICE PRESIDENT shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4. The SECRETARY shall keep the minutes of all proceedings of the directors and the members. He shall attend to the serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

5.5. The ASSISTANT SECRETARY shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

5.6. The TREASURER shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the board of directors for examination at reasonable times. He shall submit a treasurer's report to the board of directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.7. The compensation of all employees of the Association shall be fixed by the directors.

6. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

6.1. ACCOUNTS. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

a. CURRENT EXPENSE, which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to capital surplus or to additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

b. CAPITAL SURPLUS for

(1) DEFERRED MAINTENANCE, which shall include funds for maintenance items that occur less frequently than annually.

(2) REPLACEMENTS, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(3) BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. BUDGET. The board of directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts according to good accounting practices as follows:

a. CURRENT EXPENSE, the amount for which shall not exceed 115% of the budget for this account for the prior year.

b. DEFERRED MAINTENANCE, the amount for which shall not exceed 115% of the budget for this account for the prior year.

c. REPLACEMENTS, the amount for which shall not exceed 115% of the budget for this account for the prior year.

d. BETTERMENTS, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

e.

f. PROVIDED, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by members entitled to cast not less than 75% of the votes of the entire membership of the Association.

g.

h. Copies of a proposed budget and proposed assessments shall be delivered or mailed to each member not less than 30 days prior to the meeting of the board of directors at which the proposed budget will be considered for adoption, together with a notice of that meeting. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each member.

6.3. ASSESSMENTS. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the fiscal year annually in advance on or before May 20 preceding the fiscal year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, one of which shall be due on the first day of each calendar month of the fiscal year for which the assessments are made, or 30 days after the mailing to the unit owners concerned of a statement for the assessment coming due, whichever date shall last occur. If assessments are not made annually as required, monthly assessments shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each calendar month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the board of directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses

previously incurred, the board of directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year, provided, however, that any account of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of the membership of the Association as previously required in these Bylaws.

6.4. ASSESSMENTS FOR CHARGES. Charges by the Association against members for other than common expense shall be payable in advance. Those charges may be collected by assessment in the same manner as common expenses, and when circumstances permit, those charges shall be added to the assessments for common expense. Charges for other than common expense may be made only after approval of a member, and may include but shall not be limited to charges for the use of condominium property when authorized by the Declaration of Condominium, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member.

6.5. ASSESSMENTS FOR EMERGENCIES. Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be due only after 30 days' notice is given to the unit owners concerned, and shall be paid in such manner as the board of directors of the Association may require in the notice of assessment.

6.6. The DEPOSITORY of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors.

6.7. The accounting records of the Association shall be open to INSPECTION by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives.

7. PARLIAMENTARY RULES. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation or these Bylaws.

8. AMENDMENTS. Except as elsewhere provided otherwise, these Bylaws may be amended in the following manner:

8.1. NOTICE of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A RESOLUTION adopting a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, the approvals must be either by:

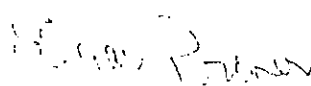
a. not less than two thirds of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

b. by not less than thirteen sixteenths (13/16) of the votes of the entire membership of the Association; or

c. until a majority of the directors are elected by members other than the Developer of the condominium, only by all of the directors.

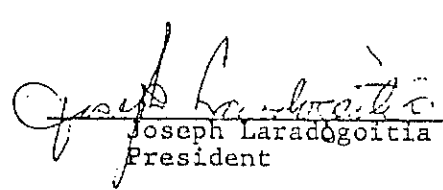
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The foregoing were adopted as the Bylaws of Oxford Homeowners Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on December 20, 1981.



Edgar Proner
Secretary

Approved:



Joseph Laradogitia
President

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
GRAHAM W. WATT
COUNTY ADMINISTRATOR

EXHIBIT E

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