

This Instrument Prepared By:  
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03/11/2002 15:33:38 20020129072  
OR BK 13495 PG 0389  
Palm Beach County, Florida

**AMENDMENT TO THE DECLARATION  
OF CONDOMINIUM AND BY-LAWS OF  
OXFORD CONDOMINIUM 400**

As Recorded in Official Records Book 1950, Page 1580,  
Public Records of Palm Beach County, Florida:

*As used herein (unless substantially reworded) the following shall apply:*

- A. Words in the text which are ~~lined through~~ with hyphens indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.
- C. Whenever an ellipsis ( . . . ) appears in the text this indicates that this portion of the present text remains intact to the point where the next typewritten material appears.

We hereby certify that the 1999 UCO Model Documents, the Master Declaration and By-Laws as recorded in Official Record Book 11019, Page 755, Public Records of Palm Beach County, Florida, were approved by in excess of 66 2/3% vote of the Membership at a duly called meeting on FEB. 19, 2002, 2000, to include the following inserts to the Master Amendment and Declaration:

1. The Association: (choose one) ☐ shall ☐ shall not be incorporated.
2. Article I of the original Declaration, Exhibit E, referring to the description of the condominium property is hereby retained with the 1999 UCO Model Documents. Any reference to Exhibit 1 in the UCO Model Documents shall mean and refer to Exhibit E to the original Declaration.
3. Each condominium unit referenced in Exhibit A to the original Declaration shall be retained with the adoption of the 1999 UCO Model Documents. The identification of each condominium unit in Exhibit A of the original Declaration shall mean Exhibit 1 in the UCO Model Documents.
4. Also attached to the original Declaration is an Exhibit A consisting of a survey of land and graphic description of the Condominium. Said Exhibit A shall remain as a part of the 1999 UCO Model Documents, except that the UCO Model Documents shall reference said Exhibit A as Exhibit 1. All references to Exhibit A in the original Declaration shall remain except that it shall be referred to as Exhibit 1 in the 1999 UCO Model Documents.
5. All references to Exhibit B in the original Declaration concerning percentage of ownership in the common elements in the Condominium shall remain the same for the 1999 UCO Model Documents. The UCO Model Documents reference to Exhibit A shall mean Exhibit B to the original Declaration concerning percentage ownership of the Condominium. Furthermore, any reference to sharing common surplus and common expenses as Exhibit A in the 1999 UCO Model Documents shall mean Exhibit B to the original Declaration.
6. The long term recreation lease referenced in Article XVII of the 1999 UCO Model Documents as Exhibit 3 shall mean the 99 year recreation lease attached to the original Declaration as Exhibit 1.

7. All easements referenced in the original Declaration shown or referenced on Exhibit A to the original Declaration shall remain in effect.
8. The 99 year lease referencing the Oxford Colony Club Condominium Project attached to the original Declaration as Exhibit F shall remain in effect except as amended.
9. The Articles of Incorporation of Oxford Colony Club, Inc. and obligations and benefits to said Club as attached to the original Declaration as Exhibit G shall remain a part of the 1999 UCO Model Documents. The same applies to the By-Laws of the Oxford Colony Club, Inc. attached to and made a part of the original Declaration as Exhibit H.
10. See attached Exhibit.

Oxford Condominium 400 Association, Inc.

By: \_\_\_\_\_

President

Attest: \_\_\_\_\_

Secretary

STATE OF FLORIDA           )  
COUNTY OF PALM BEACH    )

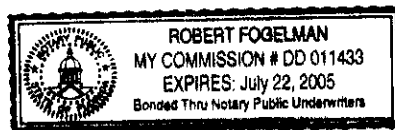
The foregoing instrument was acknowledged before me this 22 day of FEBRUARY 2003, by Ezrahi Victor, President, and Shirley Schneer, Secretary. Both are personally known to me and [ ] did or [x] did not take an oath. The President (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [x] did not take an oath; the Secretary (please check one of the following) [x] is personally known to me or [ ] has produced \_\_\_\_\_ (type of identification) as identification and (please check one of the following) [ ] did or [x] did not take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Notary Name

My Commission Expires: 7-22-06

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## 1999 UCO Model Documents Exhibit to Amendment to the Declaration and By-Laws for Oxford 400 Condominium

Those portions of the Declaration and By-Laws which are listed below constitute changes and deviations from the 1999 UCO Model Documents passed by the membership with the Model Documents:

**1. Article XI of the Declaration, "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read:**

No lease of any unit shall be less than six (6) months and no unit may be leased more than once in a twelve (12) month period. The provisions of this Amendment shall not apply to leases already reviewed and approved by the Association as of the effective date of this Amendment. However, this Amendment shall apply at the expiration of any such existing leases.

**2. Article XI of the Declaration "Provisions Relating to Sale or Rental or Other Alienation or Mortgaging of Condominium Units" is amended to read: ...**

2. After judicial sale of a unit, or any interest therein, through foreclosure or other judicial process, the sale and purchaser must still be approved by the Association or Management Firm, which approval shall be in recordable form, executed by two Officers of the Association or Management Firm, and delivered to the purchaser.

...

6. Special Provisions re Sale, Leasing, Mortgaging, or Other Alienation by certain Mortgagees and Developer, and the Management Firm:

(a) An Institutional First Mortgage holding a mortgage on a Condominium parcel, or the Management Firm, or the Lessor under the Long-Term Lease, upon becoming the owner of a Condominium parcel through foreclosure, or by Deed in Lieu of Foreclosure, or whomsoever shall become the acquirer of title at the foreclosure sale of an Institutional First Mortgage or the lien for common expenses, or the lien under the Long-Term Lease, may not sell, lease or otherwise transfer said unit, including the fee ownership thereof, and/or mortgage said parcel, or occupy said parcel, without the prior written approval of the Board of Directors or Management Firm. The provisions of Section A. and B, No. 1-5, of this Article XI, shall apply to such Institutional First Mortgagee, or the Management Firm, or the Lessor under the Long-Term Lease, or acquirer of title, as afore described in this paragraph.

**3. Article XIII of the Declaration "Use and Occupancy" is amended to read:**

No children under fifteen (15) years of age shall be permitted to reside in any of the units or rooms thereof in this Condominium, except that children may be permitted to visit and temporarily reside for reasonable periods, not in excess of 30 days, in any calendar year.

Housing for Older Persons:

This Condominium shall be "housing for older persons," as such term is defined in the Federal Fair Housing Amendment Act of 1988.

To demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older and inasmuch as this Association was designed as part of an adult community, it shall be required as of the

effective date of this amendment that at least eighty (80) percent of the units must be occupied by at least one (1) person fifty-five (55) years of age or older per unit. This amendment shall include units under leasehold, if any.

The Board, upon application and review, may grant exceptions to occupancy and allow a limited number of persons under the age of fifty-five (55) years to occupy units within the condominium when the Board finds undue hardship to the applicant.

All prospective owners, lessees or occupants shall be notified of this restriction and must show proof of age. This restriction and its enforcement is not an admission that the condominium in any way engages in interstate commerce or is in any way subject to Federal laws on housing.

NOT A CERTIFIED COPY