

Corniche Condominium Apartment Assoc. of the Palm Beaches Inc

Declaration-Bylaws & Rules and Regulations

2011 Update



AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
CORNICHE
A Condominium
5200 North Ocean Drive
Singer Island, Riviera Beach, Florida 33404

THE CARDINAL FUND, INC., a Florida corporation and OCEAN DRIVE INC. OF CAYMAN, a Cayman Islands corporation qualified to do business in Florida, hereinafter referred to as "Owner", on behalf of itself and its successors and assigns, and to its successors and assigns, does hereby declare that the lands hereinafter described are and shall be dedicated and submitted to the condominium form of ownership as legally authorized by the legislature of the State of Florida pursuant to the provisions of Chapter 718, Florida Statutes, entitled "Condominium Act", in accordance with the terms and conditions of this Declaration of Condominium, as hereinafter set forth:

I. NAME

The name by which this condominium shall be entitled shall be the CORNICHE, a Condominium.

II. DESCRIPTION

The legal description of the real property upon which CORNICHE, a condominium will be constructed in Palm Beach County, Florida, is as follows:

All the property described on Plat of Corniche recorded March 21, 1979, in Plat Book 37, page 17 and 18, in the Public Records of Palm Beach County, Florida.

Also SUBJECT to the following:

(1) The terms and conditions of the Amended and Restated Declaration of Condominium of the CORNICHE, a Condominium, together with all of the exhibits attached to the original Declaration of Condominium of the CORNICHE, a Condominium, recorded in Official Records Book 3643, Page 1, et seq. of the Public Records of Palm Beach County, Florida and amendments made thereafter.

(2) Any and all easements, restrictions, reservations and limitations of record, and all zoning ordinances, building codes, or other governmental regulations.

(3) Any and all taxes levied subsequent to the year 1979.

(4) Palm Beach County setback resolution for State Road 703, Deed Book 1148, Page 65B, Palm Beach County Records.

(5) City of Riviera Beach water main easement in the easterly twelve feet of the lands lying within forty-five feet of the center line of State Road 703, as laid out and recorded in Official Records Book 1187, Page 398, Palm Beach County Records.

(6) Easement in favor of Riviera Beach for sewer pipe line in the easterly twenty feet of lands lying within thirty feet of the center line of State Road 703, Palm Beach County Records.

(7) Riparian or littoral rights which are not warranted by the Sellers.

(8) Rights, if any, of the public to use as a public beach or recreation area any part of the land lying between the body of water abutting the subject property and the natural line of vegetation, bluff, extreme high water line, or other apparent boundary line separating the publicly used area from the inland private area.

(9) Easement to City of Riviera Beach recorded in Official Records Book 2074, Page 1712, Palm Beach County Records.

(10) State of Florida, Coastal Construction Control Line Plat recorded in Plat Book 36, Pages 91 to 107, Palm Beach County Records,

(11) Road right-of-way of State Road A1A recorded in Road Plat Book 6, Page 11, Palm Beach County Records.

(12) Easements to City of Riviera Beach recorded in Official Record Book 1187, Page 407; Official Record Book 1783, Page 393; and Official Record Book 1783, Page 389, Palm Beach County Records, Florida.

(13) The agreement to maintain the existing tidal basin as shown on the plat of CORNICHE.

III. DEFINITIONS

A. Condominium Unit means a condominium unit utilized for residential purposes, together with the undivided share in the common elements which is appurtenant to said condominium unit.

B. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the condominium unit owner.

C. Association means the CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC., a non-profit corporation responsible for the operation of the condominium.

D. Common elements means the portions of the condominium property not included in the individual condominium units.

E. Common expenses means the expenses for which the condominium unit owners are liable to the Association.

F. Common surplus means the excess of all receipts of the Association, including but not limited to the assessments, rents, profits, and revenues on account of the common elements, over the amount of common expenses.

G. Condominium is that form of ownership created pursuant to the provisions of Chapter 718, Florida Statutes, as may be amended from time to time, which is comprised of condominium units that may be owned by one or more persons, and there is, appurtenant to each condominium unit, and undivided share in common elements.

H. Condominium unit includes a condominium unit, together with the undivided share in the common elements which is appurtenant to the condominium unit.

I. Condominium property means and includes the land in the condominium and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this condominium.

J. Developer means THE CARDINAL FUND, INC. and OCEAN DRIVE INC OF CAYMAN, a Cayman Islands corporation qualified to do business in Florida. All references to the Developer throughout the governing documents are hereby deleted, and all rights which still may be retained by the Developer are terminated, to the extent permitted by law.

K. Institutional first mortgage means a first mortgage originally executed and delivered to a bank, federal savings association, insurance company, or any mortgage company or realty trust authorized to transact business in the State of Florida, creating a first mortgage lien on condominium unit together with any other interest or undivided share in the common elements appurtenant to such condominium unit. For the purpose of this condominium, the definition of an institutional mortgagee shall include the mortgagee furnishing the new construction and development funds for the condominium.

L. Limited common elements means and includes those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other condominium units.

M. Majority, or majority of owners, means condominium owners with a majority or more of the votes assigned in the condominium documents to the owners of condominium units for voting purposes.

N. Operation, or operation of the condominium, means and includes the administration and management of the condominium property.

P. Unit, means condominium unit.

IV. CONDOMINIUM DOCUMENTS

The documents by which the condominium will be established are as follows:

This Amended and Restated Declaration of Condominium hereinafter called Declaration, which sets forth the nature of the property rights in the condominium and the covenants running with the land which govern those rights. All of the other condominium documents shall be subject to the provisions of this Declaration.

A. Plot plan of property, location plan, floor plan and elevation, pursuant to the provisions of Chapter 718, Florida Statutes, duly certified as required under said Statute.

B. Articles of Incorporation of the CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC., a non-profit corporation, which corporation will administer and operate the condominium for the use and benefit of the owners of the individual condominium units as amended from time to time.

C. Bylaws of CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC. as amended from time to time.

D. Rules and Regulations, of the CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC. as amended from time to time.

V. BASIC PROPERTY COMPONENTS

The real property which is herein submitted to the condominium form ownership shall be developed and operated in accordance with the following plan:

A. LAND USE: The real property herein submitted shall be used for the following purposes:

(1) Condominium units shall be used solely for residential purpose, except for provisions 1X-1A.

(2) The common elements of the condominium shall be utilized for the purposes for which they were intended to be used by the owners of condominium units and other authorized persons.

B. IMPROVEMENTS: The improvements to be constructed upon the land submitted herein to the condominium form of ownership shall be as follows:

(1) The condominium shall include twelve (12) three bedroom, three bath plus powder room units, and forty (40) three bedroom, three bath units, and fifty-eight (58) two bedroom two bath units all as shown on Exhibit A attached hereto and made a part hereof. Said condominiums shall be located on twenty-one (21) floors of said building. The first floor shall contain two condominium units, the next fourteen floors

shall each contain six condominium units and each of the other floors shall contain four condominium units. The floors are numbered one through twelve, both inclusive, and fourteen through the penthouse floor (22nd floor), both inclusive.

The three bedroom, three bath plus powder room condominium units are number 17-C, 17-D, 18-C, 18-D, 19-C, 19-D, 20-C, 20-D, 21-C, 21-D, PH-3 and PH4.

The three bedroom, three bath condominiums are number 205, 206, 305, 306, 405, 406, 505, 506, 605, 606, 705, 706, 805, 806, 905, 906, 1005, 1006, 1105, 1106, 1205, 1206, 1405, 1406, 1505, 1506, 1605, 1606, 17-A, 17-B, 18-A, 18-B, 19-A, 19-B, 20-A, 20-B, 21-A, 21-B, PH-1 and PH2.

The two bedroom, two bath condominium units are numbered 101, 102, 201, 202, 203, 204, 301, 302, 303, 304, 401, 402, 403, 404, 501, 502, 503, 504, 601, 602, 603, 604, 701, 702, 703, 704, 801, 802, 803, 804, 901, 902, 903, 904, 1001, 1002, 1003, 1004, 1101, 1102, 1103, 1104, 1201, 1202, 1203, 1204, 1401, 1402, 1403, 1404, 1501, 1502, 1503, 1504, 1601, 1602, 1603 and 1604.

(2) In addition to the condominium units, said condominium shall also include the necessary parking areas, driveways, sidewalks, lobby, elevators, utility installations, recreational and meeting facilities, manager's condominium and office, and security room.

VI. OWNERSHIP OF CONDOMINIUM UNITS MAINTAINENCE AND ALTERATIONS

Each condominium unit shall include the following interests, rights, easements and appurtenances in the condominium:

A. REAL PROPERTY: Each condominium unit together with all appurtenances thereto shall for all purposes constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property subject only to the provisions of the condominium documents.

B. POSSESSION: Each condominium unit owner shall be entitled to the exclusive possession of his or her condominium unit.

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

(1) Upper and Lower Boundaries: The upper and lower boundaries of the condominium shall be the following boundaries extended to an intersection with the perimetrical boundaries.

(a) Upper Boundary: The horizontal plane of the undercoat finished ceiling.

(b) Lower Boundary: The horizontal plane of the upper unfinished surfaces of the floor slab.

(2) Parametrical Boundaries: The perimetrical boundaries of the condominium unit shall be the following boundaries extended to an intersection with the upper and lower boundaries:

(a) Exterior building walls: The intersecting vertical planes, adjacent to and which include the interior unfinished surface of the outside walls of the condominium unit building bounding a condominium unit and fixtures thereon, and when there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the condominium unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structures and fixtures thereon. In the case of a ground floor condominium unit, such boundaries shall include any terrace serving such condominium unit. The exterior windows, glass sliding doors and exterior doors shall be considered as part of the condominium unit, subject however to the right of the Board of Directors of the Corniche, to control exterior appearance.

(b) Interior building walls: The vertical planes of the interior unfinished walls bounding a condominium unit extended to intersections with other perimetrical boundaries.

D. APPURTENANCES: The ownership of each condominium unit shall include, and there shall pass with each condominium unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not limited to:

(1) Limited Common Elements: Condominium number 101-1606 shall have the exclusive right to use one parking space. Condominium number 1701-22D shall have the exclusive right to use two parking spaces. There are seven handicapped parking spaces to be used by handicapped persons on a limited basis and not be used for long term parking. Each condominium unit owner shall have the exclusive right to use one storage compartment. Parking spaces and storage compartments are appurtenant to the units to which they are assigned.

(2) General Common Elements: The right to use in common with other condominium unit owners the general common elements which shall be all parts of the condominium not included within an individual condominium unit or within a limited common element. The ownership of each condominium unit shall include and there

shall pass with each condominium unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of condominium unit owner in the condominium property. Each condominium unit shall have an undivided share in and to all of the common areas; facilities and elements of the condominium unit, and each condominium unit shall bear an undivided share of the common expenses of the condominium and shall have an undivided share in the common surplus of the condominium. The undivided share in all of the common areas, facilities and elements whether limited or general and the common expenses and common surplus assigned to each condominium unit is hereinafter set forth as follows:

APT.#	Fractional share of interest in common elements & common surplus	Fractional share of interest in common expenses, including maintenance	APT#	Fractional share of interest in common elements & common surplus	Fractional share of interest in common expenses including mainenance
101	1/122	1/122	505	1/122	1/122
102	1/122	1/122	506	1/122	1/122
201	1/122	1/122	601	1/122	1/122
202	1/122	1/122	602	1/122	1/122
203	1/122	1/122	603	1/122	1/122
204	1/122	1/122	604	1/122	1/122
205	1/122	1/122	605	1/122	1/122
206	1/122	1/122	606	1/122	1/122
301	1/122	1/122	701	1/122	1/122
302	1/122	1/122	702	1/122	1/122
303	1/122	1/122	703	1/122	1/122
304	1/122	1/122	704	1/122	1/122
305	1/122	1/122	705	1/122	1/122
306	1/122	1/122	706	1/122	1/122
401	1/122	1/122	801	1/122	1/122
402	1/122	1/122	802	1/122	1/122
403	1/122	1/122	803	1/122	1/122
404	1/122	1/122	804	1/122	1/122
405	1/122	1/122	805	1/122	1/122
406	1/122	1/122	806	1/122	1/122
501	1/122	1/122	901	1/122	1/122
502	1/122	1/122	902	1/122	1/122
503	1/122	1/122	903	1/122	1/122
504	1/122	1/122	904	1/122	1/122

APT.#	Fractional share of interest in common elements & common surplus	Fractional share of interest in common expenses, including maintenance	APT#	Fractional share of interest in common elements & common surplus	Fractional share of interest in common expenses including maintenance
905	1/122	1/122	1605	1/122	1/122
906	1/122	1/122	1606	1/122	1/122
1001	1/122	1/122	1701-A	1.5/122	1.5/122
1002	1/122	1/122	1702-B	1.5/122	1.5/122
1003	1/122	1/122	1703-C	1.5/122	1.5/122
1004	1/122	1/122	1704-D	1.5/122	1.5/122
1005	1/122	1/122	1801-A	1.5/122	1.5/122
1006	1/122	1/122	1802-B	1.5/122	1.5/122
1101	1/122	1/122	1803-C	1.5/122	1.5/122
1102	1/122	1/122	1804-D	1.5/122	1.5/122
1103	1/122	1/122	1901-A	1.5/122	1.5/122
1104	1/122	1/122	1902-B	1.5/122	1.5/122
1105	1/122	1/122	1903-C	1.5/122	1.5/122
1106	1/122	1/122	1904-D	1.5/122	1.5/122
1201	1/122	1/122	2001-A	1.5/122	1.5/122
1202	1/122	1/122	2002-B	1.5/122	1.5/122
1203	1/122	1/122	2003-C	1.5/122	1.5/122
1204	1/122	1/122	2004-D	1.5/122	1.5/122
1205	1/122	1/122	2101-A	1.5/122	1.5/122
1206	1/122	1/122	2102-B	1.5/122	1.5/122
1401	1/122	1/122	2103-C	1.5/122	1.5/122
1402	1/122	1/122	2104-D	1.5/122	1.5/122
1403	1/122	1/122	PH-1	1.5/122	1.5/122
1404	1/122	1/122	PH-2	1.5/122	1.5/122
1405	1/122	1/122	PH-3	1.5/122	1.5/122
1406	1/122	1/122	PH-4	1.5/122	1.5/122
1501	1/122	1/122			
1502	1/122	1/122			
1503	1/122	1/122			
1504	1/122	1/122			
1505	1/122	1/122			
1506	1/122	1/122			
1601	1/122	1/122			
1502	1/122	1/122			
1603	1/122	1/122			
1604	1/122	1/122			

In the event of the termination of the condominium, each owner's interest in the common facilities and the common surplus shall be in the proportion hereinabove set forth.

(3) Voting Rights: Each condominium unit shall be entitled to one vote in the affairs of the condominium and in the Association and all owners of condominium units shall be members of the Association.

E. EASEMENT TO AIR SPACE: The appurtenances shall include an exclusive easement to the use of the air space occupied by the condominium unit as it exists at any particular time and as the condominium unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

F. CROSS EASEMENTS: The appurtenances shall include the following easements from each-condominium unit owner to each other condominium unit owner and to the Association.

(1) Ingress and egress: Easements through the common areas for ingress and egress.

(2) Maintenance, repair and replacement: Easements through the condominium units and common elements for maintenance, repair and replacement of the condominiums and common elements. Such access to the condominiums-units shall be only during reasonable hours except that access may be had at any time in case of emergency.

(3) Support: Every portion of a condominium unit shall be burdened with an easement of support for the benefit of all other condominium units and common elements in the building.

(4) Utilities: Easements through the condominium unit and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other condominium unit and the common elements. Such easements through a condominium unit shall be only according to the plans and specifications for the buildings unless approved in writing by the owner of the condominium unit.

G. MAINTENANCE: The responsibility for the maintenance of condominium unit shall be as follows:

(1) By the Association: The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any condominium unit and all the common areas except those to be maintained, repaired and replaced by condominium unit owners.

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the condominium unit contributing to the support of the building or within interior boundary walls; and all such facilities contained within a condominium unit which service part or parts of the condominium other than or in addition to the condominium unit.

(c) All incidental damage caused to condominium by such work shall be promptly repaired at the expense of the Association.

(2) By the Condominium Owner: The responsibility of the individual condominium unit owner shall be as follows:

(a) To maintain, repair and replace at his, her or its expense all portions of the condominium unit as defined in Article VI C as being a part of said condominium unit except for load-bearing columns, outside walls of the building, interior boundary walls of condominium units, floor, deck and roof slabs and commonly used facilities as set forth in G (1) (b) of this Article. In addition thereto, the condominium unit owner shall be responsible for maintaining, repairing and replacing all exterior windows, glass sliding doors and exterior doors. Any repairs performed by the condominium unit owner shall be done without disturbing the rights of other condominium unit owners.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and no carpeting or rugs on the floors of the balconies. All hurricane shutters and drapery liners on window drapes shall be uniform in all condominium units and shall be approved by the Board of Directors prior to installation.

(c) To promptly report to the Association any defect in or need for repairs to improvements which are the responsibility of the Association.

(d) On or before June 1, 2011, each condominium unit owner who does not already have code compliant hurricane shutters or other authorized hurricane protection protecting all glass doors and windows on their unit shall install hurricane shutters or other authorized hurricane protection, which is in compliance with applicable building codes, to protect all glass doors and windows of the owner's unit. The hurricane shutters or other authorized hurricane protection shall be consistent with the guidelines and specifications as may be made and amended from time to time by the Board of Directors, meet applicable building codes and have prior written approval of the Association. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters or other authorized hurricane protection (including without limitation, the frame, hardware and locking mechanisms thereof), shall be the

responsibility of the condominium unit owner. In the event a condominium unit owner does not timely comply, the Association shall have the right to levy fines and/or pursue legal action. The Association shall have the right to install hurricane shutters if an owner refuses to do so, and may assess the owner for such costs. In addition, the owner shall be responsible for the Association's costs and attorney fees, and any loss of mitigation credit the Association would have otherwise received from its insurance company.

(e) Notwithstanding anything stated to the contrary in this document or any other document governing the Association, in the event water or any source of damage originating from one condominium unit causes damage to another condominium unit or units, and/or the common elements, the owner of the condominium unit causing the damage shall be responsible for the cost in repairing the damage to all units(s) and/or the common elements, if the unit owner was negligent.

H. ALTERATION AND IMPROVEMENT: No condominium unit owner shall make any alterations in the portions of the condominium unit or building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the buildings or impair any easement, without first obtaining the unanimous approval of all owners of other condominium units in the said building and the approval of the Board of Directors of the Association. Each condominium unit owner shall have the right to change the interior layout of said condominium unit or to combine one or more units together, provided, however, no such modification, alteration or change shall be made by said condominium unit owner which will impair the structural strength of the building. Any such alterations or combination of condominium units involving alterations must be approved in advance by the Board of Directors and shall be done at the exclusive expense of said condominium unit owner and neither the Association nor any of the other owners of condominium units in the condominium shall be responsible for paying for the cost of the same. Should any such renovation or alteration by any condominium unit owner involve any changes in any plumbing, wiring or other facilities, the same shall be done in accordance with the building code of the City of Riviera Beach and any incidental damage done by said condominium unit owner to the condominium property shall be promptly repaired at the expense of said condominium unit owner. Floors not covered by carpet and padding must have the proper soundproofing material of 1/4 inches of cork or equivalent materials with soundproofing properties.

I. PARTITION: No action for partition shall lie in favor of any of the owners so long as the condominium is in existence, or until after the condominium is dissolved.

J. FEDERAL RULES: Federal rules for flying the American Flag at half-mast: The American Flag on the Corniche Property will be lowered to half-mast only as ordered by the President of the United States or the Governor of the State of Florida.

VII. ASSESSMENTS

Assessments against the condominium unit owners shall be made by the Association and shall be governed by the following provisions:

A. SHARE OF EXPENSE, COMMON EXPENSE: The expense for the operation and maintenance of the common elements (including general common elements) shall be a common expense and each condominium unit owner shall be liable for his, her or its portion of said expenses as provided in Article VI, D, (2), except as provided in subparagraph D, of this Article VII. No additional share of the common expense shall be charged to condominium units 101 and 102 for the special handling of normal trash for these condominium units which will be serviced by the Association's personnel to avoid the need for the owners of those condominium units to carry said trash through public areas and thus detract from the dignity of the Condominium. The Association personnel will transport small bundles of trash from these units to the trash room located on the basement floor level as a matter of daily routine using enclosed trash cart containers. Rules applicable to other condominium units concerning the preparation of said trash by the unit owners will apply to these units as well.

B. ACCOUNTS: All sums collected from assessments shall be held in trust for the condominium unit owners and shall be credited to the condominium unit owner's account from which shall be paid the expenses for which the respective assessments are made.

C. ASSESSMENTS FOR RECURRING EXPENSES: Assessments for recurring expenses for each account shall include the estimate expenses chargeable to the account and a reasonable allowance for contingencies and reserves. Assessments shall be made for the calendar year annually in advance by December first, preceding the year for which assessments are made, and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the condominium unit for which such assessment is made. Said assessments and the budget which is the basis for such assessments shall be in accordance with the provisions of Chapter 718.112, Florida Statutes. Such assessments shall be due in four (4) equal consecutive quarterly payments on the first day of each quarter of the year for which the assessments are made. Upon default by any condominium unit owner in the payment of any such quarterly installment within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such quarterly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of the majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal quarterly installments on the first day of each quarter thereafter during the year for which the assessment is made. If an annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the

anticipated current operating expenses and for all of the unpaid operating expenses previously incurred.

D. ASSESSMENTS AGAINST MORTGAGES: Liability for payment in the event of foreclosure. In the event of foreclosure of a first mortgage encumbering a condominium unit, the purchaser at such sale, his successor or assigns, shall be liable for the share of the assessments pertaining to the condominium unit chargeable to the former owner of the condominium units which became due prior to the foreclosure sale of the condominium unit as provided in Chapter 718, Florida Statutes, as amended from time to time. Any unpaid share of the assessment shall be deemed to be common expenses collectable from all of the condominium unit owners, including the purchaser, his successors or assigns. The foregoing provision shall also be applicable to the conveyance of a condominium unit to a first mortgagee in lieu of foreclosure.

E. SPECIAL ASSESSMENT: Special Assessments for common expenses can be levied upon approval by the Board of Directors. After such approval by the Board of Directors, the special assessment will become effective, and it will be due after thirty (30) days notice thereof in such manner as the Board of Directors may require. The Board of Directors shall have the authority to levy a special assessment for any proper expense.

F. ASSESSMENT FOR LIENS: All liens of any nature levied by governmental authority, including taxes and special assessments which are a lien upon more than one condominium unit or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the condominium unit owners as attributed to the common areas.

G. RESERVES FOR REPLACEMENT OR REPAIRS PER BUDGET LINE ITEM:

The board of Directors shall have the right to include in any approved budget and the right to include the same in any annual assessment levied against the condominium units, funds for reserves and for replacement or repairs. The Condominium Act provides that the board is required to approve a budget which fully funds reserve accounts. All of the provisions set forth in Article VII of this Declaration of Condominium relating to assessment, liability for, lien for and collection of any assessment for maintenance and operations shall apply to assessments for statutory reserves.

H. ASSESSMENT RECORDS: The assessments for common expenses shall be set forth in records of the condominium which shall be available in the office of the Association for inspection by condominium unit owners at all reasonable times. Such records shall indicate for each condominium unit the name and current mailing address of the condominium unit owner, the amount of each assessment for all purposes, and the amounts paid and unpaid of all assessments. Any person other than the condominium unit owner to whom a certificate is issued may rely upon a certificate which shall be made from such records by the Treasurer as to the status of condominium unit owner's assessment account. The Association or its authorized agent

may charge a reasonable fee for preparation of the certificate. The amount of the fee shall be established by written resolution adopted by the Board of Directors.

I. **LIABILITY FOR ASSESSMENTS:** The owner of a condominium unit and his, her or its grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of a grantee to recover from the grantors the amounts paid by the grantee therefore, such liability may not be avoided by waiver of the use or enjoyment of any common facilities or by abandonment of the condominium unit for which the assessments are made. A purchaser of condominium unit at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated for the period after the date of such sale.

J. **LIEN FOR ASSESSMENTS:** The unpaid portion of an assessment which is due, including payments accelerated pursuant to preceding Paragraph C. hereof, shall be secured by a lien upon:

(1) The condominium unit and all appurtenances thereto when a notice claiming a lien has been recorded by the Association in the Public Records of Palm Beach County, Florida, which claim of lien shall not be recorded until the payment is past due for at least thirty (30) days and which lien shall be effective as against the owner and all parties having knowledge thereof, actual or constructive, by virtue of the records. Said lien shall include reasonable attorneys' fees and costs of collection incurred by the Association incidental to the collection of the assessment or enforcement of the lien, together with interest thereon at the rate of twelve (12%) percent per annum from the due date until paid. The Board of Directors shall also have the authority to levy a late charge, up to the maximum amount permitted by law, and/or may accelerate remaining assessments for the budget year.

(2) All tangible personal property located in the condominium unit except that such lien shall be subordinate to bona fide liens of record.

K. **COLLECTIONS:**

(1) Interest, application of payment: Assessments and installments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of twelve (12%) percent per annum from due date until paid. All payments on account shall be applied as set forth in Florida Statutes, Section 718.116 as same may be amended from time to time

(2) Suit: The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessment, or by any other competent proceeding, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest and late charges as herein provided from the due date of any delinquent assessment, together with all court costs incurred in said action and a

reasonable attorney's fee, including but not limited to, such fees and costs incurred prior to institution of litigation, or in litigation, including trial and appellate review, and in bankruptcy or other administrative or judicial proceedings.

L. CHARGES:

A. Each condominium unit owner shall be liable for charges levied by the Association against the condominium unit. Charges shall be deemed to include but not be limited to maintenance or other services furnished by the Association for the benefit of a condominium unit owner. At no time shall a charge be deemed an assessment under the condominium documents or under the Condominium Act. Charges shall also include all sums advanced and paid by the Association for taxes and payments on account of superior encumbrances or liens against a condominium unit which may be required to be advanced by the association in order to preserve and protect its lien.

B. Liability for Charges: The owner of each condominium unit regardless of how title was acquired is liable for all charges coming due while he is the owner. Multiple owners are jointly and severally liable.

VIII. ADMINISTRATION

The administration of the condominium, including the acts required by the Association by the condominium documents, the maintenance, repair and operation of the common facilities, and the maintenance and repair of all portions of condominium units required to be maintained by the Association, shall be the responsibility of the Association and shall be governed by the following provisions:

A. The Association has been incorporated as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation.

B. The Amended and Restated Bylaws of the Association are , and shall remain in effect until such Bylaws are amended as therein provided.

C. The duties and powers of the Association, the exercise of which is vested in the Board of Directors, are those set forth in Chapter 617, Florida Statutes (Corporations Not For Profit) Chapter 718, Florida Statutes (Condominium Act), those duties and powers set forth in the condominium documents, together with those powers and duties reasonably implied to effect the purpose of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

D. Notice for any annual or special meeting of the condominium units' owners may be given by the Association to condominium unit owners and by condominium unit owners to the Association in the manner provided for in the Bylaws of the Association.

E. All funds and the title to all properties acquired by the Association and the proceeds thereof shall be held only for the use and benefit of the condominium unit owners and for the purposes herein stated.

F. Insurance. The insurance other than title insurance which shall be carried upon the condominium property and other than insurance on the property of the condominium unit owners shall be governed by the following provisions:

(1) Purchase; named insured.

(a) All insurance policies upon the condominium property shall be purchased by the Association through an agent having a place of business in The State of Florida, and shall be issued by an insurance company authorized to do business in The State of Florida. The Board of Directors shall determine the amount of deductibles on the insurance policies purchased by the Association according to provisions of Chapter 718, Florida Statutes, as amended from time to time.

(b) All references to an Insurance Trustee contained in this Declaration or elsewhere in the governing documents are hereby deleted.

(c) Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereon shall be furnished by the Association to each mortgagee included in the mortgagee roster. Upon request such copies shall be furnished not less than ten (10) days prior to the expiration of expiring policies.

(2) Coverage:

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by an independent insurance appraisal or update of a prior appraisal. Such coverage shall afford protection against:

- (i) Loss or damage by fire and other hazards covered by a standard extended coverage endorsements.
- (ii) Such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the building on the land, including, but not limited to, 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, including by not limited to hired automobile and non-owned automobile coverage's, and with cross-liability endorsement to cover liabilities of the condominium unit owners as a group, or to a condominium unit owner.

(c) Workmen's Compensation policy to meet the requirement of law.

(d) Directors and Officers Liability Insurance.

(e) Flood Insurance.

(f) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

(3) Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. Not less than ten (10) days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

(4) Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium unit owners and their mortgagees as their interest may appear and shall provide that all proceeds covering property losses shall be paid to Corniche Condominium Apartment Association of the Palm Beaches, Inc.

(a) Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each condominium unit owner, such share being the same as the undivided share in the common elements appurtenant to his condominium unit.

(b) Condominium Units. Proceeds on account of damage to condominium units shall be held in the following undivided shares:

(i) When the building is to be restored for the owners of damaged condominium units, in proportion to the cost of repairing the damage suffered by each condominium unit, which cost shall be determined by the Board of Directors.

(ii) When the building is not to be restored an undivided share for each condominium unit, such share being the same as the undivided share in the common elements appurtenant to his or her condominium unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a condominium unit, the share of the condominium unit owner shall be held in trust for the mortgagee and the condominium unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the condominium unit owner and mortgagee pursuant to the provisions of this Declaration. Provided, however, the construction Mortgagee shall not be bound by the item of this subparagraph (c).

(5) Distribution of Proceeds. Proceeds of insurance policies received by the Corniche Condominium Apartment Association of the Palm Beaches, Inc. shall be distributed to or for the benefit of the condominium unit owners in the following manner:

(a) Expense of the Association. All expenses of the Association shall be first paid or provisions made thereof.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost elsewhere. Any proceeds remaining after defraying such costs shall be distributed to the beneficial condominium unit owners, remittances to condominium unit owners and their mortgagees being payable jointly.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage (for which the proceeds are paid) shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial condominium unit owners, remittances to condominium unit owners and their mortgagees being payable jointly.

(d) Certificate. In making distribution to condominium unit owners and their mortgagees, the Board of Directors may rely upon a certificate of the association made by its President and Secretary as to the names of condominium unit owners and their respective shares of the distribution.

(6) Association as Agent. The Board of Directors of the Association is hereby irrevocably appointed agent for each condominium unit owner and for each owner of a mortgage or other lien upon a condominium 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.

(7) Benefit of Mortgagees. Certain provisions in this Paragraph F. entitled "Insurance" are for the benefit of mortgagees of condominium units and all of such provisions are covenants for the benefit of any mortgagee of condominium unit and may be enforced by such mortgagee. Article VIII may not be amended without the written consent of any institutional mortgagee holding a mortgage which is a lien against any condominium unit .

G. Reconstruction or repair after casualty.

(1) Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Common Element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner provided that the condominium shall be terminated.

(b) Condominium building.

(i) Lesser Damage. If the damaged improvement is the condominium building, and if condominium units to which 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.

(ii) Major Damage. If the damage is to the condominium building, and condominium units of which more than 50% of the common elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty the condominium unit owners of 75% of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Board of Directors may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

(2) Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits, if not according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the condominium building, by owners of not less than 75% of the common elements, including the owners of all damaged condominium units, which approval shall not be unreasonably withheld.

(3) Responsibility. If the damage is only to those parts of one condominium unit for which the responsibility of maintenance and repair is that of the condominium unit owner, then the condominium unit owner shall be responsible for the reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

(4) Estimate of Costs. Immediately after a determination to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(5) Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds

for the payment of the cost thereof are insufficient, assessments shall be made against condominium unit owners who own the damaged condominium units and against all condominium unit owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against condominium unit owners for damage to condominium units shall be in proportion to the cost of reconstruction and repair of their respective condominium units. Such assessments on account of damage to common elements shall be in proportion to the condominium unit owners' share in the common elements.

(6) Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Board of Directors and funds collected by the Association from assessments against condominium unit owners, shall be disbursed in payments of such costs in the following manner.

(a) Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which are the responsibilities of the Association, the Association shall hold the sums paid upon such assessments and disburse the same in payment of the costs of reconstruction and repair. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Association from collections of assessments against condominium unit owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(i) Lesser Damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$ 50,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association, however, that upon request to the Board of Directors by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(ii) Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$50,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(iii) Condominium Unit Owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a condominium unit owner shall be paid to the condominium unit owner, or if there is a mortgagee endorsement to such condominium unit, then the condominium unit owner and the mortgagee jointly, whom may use such proceeds as they may be advised.

(iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there

is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial condominium unit owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial condominium unit owner which is not in excess of assessments paid by such condominium unit owner into the construction fund shall not be made payable to any mortgagee.

(v) Certificate. Notwithstanding the provisions herein, the Board of Directors shall determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or whether a disbursement is to be made from the construction fund and to determine the payee and the amount to be paid. The Association may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Association shall also name the mortgagee as payee of any distribution to insurance proceeds to a condominium unit owner and further provide that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund requires the approval of an architect named by the Association and obtained by the Association for disbursement of payment for costs of reconstruction and repair.

H. Taxes and Special Assessments.

(1) Anticipated Taxes. It is anticipated that taxes and special assessments upon the condominium units and common facilities will be assessed by the taxing authorities to the condominium unit owners.

(2) Other Assessments. Any taxes and special assessments upon the condominium property which are not assessed against the condominium unit owners shall be included in the budget of the Association as recurring expenses and shall be assessed against the condominium unit owners as a common expense.

IX. USE RESTRICTIONS

A. Use of the condominium property and of individual condominium units shall be in accordance with the following provisions.

(1) Condominium units. The condominium units shall be used only for one family residence and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the condominium units for which provision are made by the condominium documents shall be occupied only by one family. The number of persons occupying a unit shall not exceed the number permitted by local ordinance or Association rule, whichever is greater. Notwithstanding any provision to the contrary herein, the owner or occupant residing in a condominium unit may conduct business activities within the condominium unit so long as:

- (i) The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the condominium unit.
- (ii) The business activity conforms to all zoning requirements of the condominium property.
- (iii) The business activity does not involve persons coming onto the condominium property who do not reside in the condominium or door to door solicitation of residents of the condominium.
- (iv) Does not cause any identifiable increase in traffic or parking on any portion of the condominium property.
- (v) The business activity is consistent with the residential character of the condominium property and does not constitute a nuisance, or a hazardous or offensive use which may affect any other residents of the condominium, as may determined in the sole discretion of the Board of Directors.

(2) The common elements of the condominium shall be used for the purpose for which they are intended and in addition thereto may be used for educational, recreational and administrative purposes by the owners, members of their families, guests, and the Association, subject to the use restrictions herein contained and the Rules and Regulations in effect or adopted by the Condominium Association from time to time.

B. Nuisances. No nuisance shall be allowed upon the condominium property nor any use or practice other than is permitted above which interferes with the peaceful possessions and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist.

C. Lawful Use. No immoral, improper, offensive, or unlawful use shall be made of the condominium property nor any part thereof; and all laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property.

D. Leasing. Entire condominium units may be rented upon prior written association approval. Rentals, for a minimum of three months, shall be permitted only one time a year to be calculated commencing on the date of the first rental. No rooms may be rented and no transient tenants accommodated.

E. Rules and Regulations. Reasonable Rules and Regulations concerning the use of the condominium property have been made and may be amended from time to time

by the Board of Directors of the Association. Rules and Regulations must be adopted to conform to the laws and regulations of governmental agencies.

F. Conveyances. In order to secure a community of congenial and financially responsible residents and thus protect the value of the condominium property, the sale, leasing and mortgaging of condominium units by any owner shall be subject to the following provisions so long as the condominium building in useful condition exists upon the land:

(1) Sale or lease. No condominium unit owner may dispose of a condominium unit or any interest therein by sale or by lease without approval of the Association, except to another condominium unit owner. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of those individuals who will be occupants of the condominium unit. Approval of the Association shall be obtained as follows:

(a) Notice of Association. A condominium unit owner intending to make a bona fide sale or a bona fide lease of his or her condominium unit or any interest therein shall give written notice to the Association of such intention, together with the name and address of the proposed purchaser or lessee, together with such other information as the Association may require. In addition the Association may charge a transfer fee not to exceed the amount permitted by the Condominium Act, as same may be amended from time to time.

(b) Election of Association. Within thirty (30) days after receipt of such notice, and such other information as the Association reasonably requires, the Association will either approve or disapprove the transaction.

(c) In the event of the death of the owner of a condominium unit, his heir, devisee, or the grantee or the personal representative of the estate of such deceased owner shall give written notice to the association of the intent of such heir, devisee or grantee or the personal representative of the estate to occupy said condominium unit, together with the name and address of the proposed occupant, together with such information as the association may require. Within thirty (30) days after receipt of such notice the association must approve or disapprove the occupancy of the condominium unit by such occupant.

(2) Mortgage. No condominium unit owner may mortgage his, her or its condominium unit or any interest therein without the approval of the Association except to a bank, federal savings and loan association, insurance company, or mortgage company licensed to do business in the United States of America. The approval of any other mortgagee may be arbitrarily withheld. This provision shall not be construed so as to prevent the owner from accepting a purchase money mortgage from an approved buyer. A bank, savings and loan association, insurance company or mortgage company licensed to do business in the United States of America who holds a mortgage on condominium unit may acquire title to the condominium unit by way of a deed in lieu of

foreclosure or by foreclosure sale and may also sell the parcel to a third party, all without prior approval of the Association.

(3) Liens:

(a) Protection of property. All liens against condominium unit other than for permitted mortgages, taxes or special assessments shall be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon condominium unit shall be paid before they become delinquent.

(b) Notice of Lien. Condominium unit owners shall give notice to the Association of every lien against their condominium units other than permitted mortgages, taxes and special assessments within five (5) days after the liens attach.

(c) Notice of suit. Condominium unit owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his, her or its condominium unit, such notice to be given within five (5) days after the condominium unit owner received notice thereof.

(4) Judicial Sales. Except such judicial sale as may be occasioned by the foreclosure of a first mortgage, no judicial sale of condominium unit or any interest therein shall be valid unless:

(a) Approval of the Association. The sale is to a purchaser approved by the Association, as required, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Palm Beach County, Florida.

(b) Public Sale. The sale is a public sale with open bidding.

(c) Interest of a Condominium Unit. Should the interest of a condominium unit owner become subject to a first mortgage as security in good faith or for value, the holder of such mortgage, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said interest, and the transfer of the fee ownership of said condominium unit may be accomplished without the prior approval of the Board of Directors of the Association, notwithstanding provisions herein to the contrary, but the seller shall otherwise sell and the purchaser or lessee shall take subject to the condominium documents.

(5) Unauthorized transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

(6) Compliance and Default. Each condominium unit owner shall be governed by and shall comply with the terms of the Condominium Documents and Bylaws

adopted pursuant thereto and said Condominium Documents and Bylaws as they may be amended from time to time. A default shall entitle the Association or other condominium unit owners to the following relief:

(a) Legal Proceedings. Failure to comply with any of the terms of the Condominium Documents and Bylaws adopted pursuant thereto shall be grounds for relief, relief may include but shall not be limited to any action to recover sums due for damages or injunctive relief or both and which actions may be maintained by the Association or in a proper case by an aggrieved condominium unit owner.

(b) Negligence. Condominium unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents or lessees. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy, or abandonment of condominium unit.

(c) Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a condominium unit owner, the Association may recover its attorney fees against a violating owner, regardless of whether a lawsuit has been filed including trial and appellate review, and in bankruptcy or other administrative or judicial proceedings.

(d) No waiver of Rights. The failure of the Association or any condominium unit owner to enforce any covenant, restriction or other provisions of the Condominium Documents shall not constitute a waiver of the right to do so thereafter.

X. AMENDMENT

A. Declaration of Condominium. Except as herein otherwise provided, amendments to the Declaration shall be adopted as follows:

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

(2) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the condominium unit owners meeting as members of the Association and, after being proposed and approved by one of such bodies, it must be approved by the other. Directors and condominium unit owners not present at the meeting considering the amendment may express their approval or disapproval in writing. Such approvals must be by two-thirds (2/3rds) of the Board of Directors and by not less than two-thirds (2/3rds) of the members of the Association, except as to an amendment altering the shares of ownership in the common elements or the share of the common expenses of the condominium or the voting rights of any of the owners of the condominium, any of which shall require the approval of 100% of the owners.

(3) Copy of proposed resolutions shall be furnished to all bona fide first mortgage holders and the approval of such mortgagees must be received in writing by the Association before adoption by the Association of such resolutions.

(4) Recording. A copy of each amendment shall be certified by the officers of the Association as having been duly adopted and shall be effective when recorded among the Public Records of Palm Beach County, Florida.

B. Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Association may be amended in the manner provided by such documents.

C. Rules and Regulations. The Rules and Regulations concerning the use of the condominium property shall be amended in accordance with the provisions of Article IX E.

D. Provision. Provided that no amendment of any condominium document shall discriminate against any condominium unit owner, group of owners or mortgagees unless the parties so affected shall consent to such an amendment.

XI. TERMINATION

The condominium may be terminated in the following manner:

A. Agreement. The termination of the condominium may be effected by the unanimous agreement of the condominium unit owners, and all mortgagees, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. The termination shall become effective when such agreement has been recorded in the Public Records of Palm Beach County, Florida.

B. Destruction. In the event it is determined as is elsewhere provided that the condominium shall not be rebuilt after destruction, the condominium form of ownership shall be terminated and the condominium documents revoked, such determination not to rebuild shall be evidenced by a certificate of the Association certifying the facts affecting the termination, which certificate shall be recorded among the Public Records of Palm Beach County, Florida.

C. Shares of ownership after termination. After termination of the condominium the condominium unit owners shall own the condominium property as tenants in common in undivided shares in proportion to the percentage of ownership set forth in Article VI, D (2). Any mortgagee holding a mortgage or lien or holding a lien against any condominium unit shall have their respective mortgage and lien vest upon the respective shares of the condominium unit owner against whom said mortgage or lienor holds said mortgage or lien.

XII. COMBINATION OF CONDOMINIUM UNITS

The owner of any condominium unit shall be entitled to combine two or more condominium units so long as they are the owners of said units and obtain prior approval of the Board of Directors which shall not be unreasonably withheld. In this event, any such combination shall be accomplished in such a way so that the same will not impair the structural strength of the building or of any of the common utilities, passageways, corridors, or other common areas of the building. The costs of any such combination, including any and all interior or exterior alteration, repairs or renovations shall be paid by the owner of said condominium units. Upon combination of any two or more condominiums, the equities, taxes, insurance, operating costs, maintenance, and voting rights of the condominium units combined will be entitled to all equities and voting rights previously accorded to all of the condominium units and shall be responsible for the payment of all maintenance charges associated with said units.. The combination of any two or more condominium units shall not in any way change the total amount of the equities assigned to all condominium units.

XIII. COVENANTS RUNNING WITH THE LAND

All provisions of the condominium documents constitute covenants running with the land and with every part thereof or interest therein; each unit owner, his, her, or its heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

XIV. SEVERABILITY

The invalidity of any covenant, restriction or other provision in any condominium document shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer, by its appropriate officers, has executed this Declaration, this 20 day of November, 1981

Signed, sealed and delivered in the presence of:

THE CARDINAL FUND, INC.

David A. Hemmings
By: D. A. Hemmings

By DAVID D. GILMAN, President

David A. Hemmings
By: D. A. Hemmings

OCEAN DRIVE INC. OF CAYMAN

By PETRUS ZWAANS, Vice President
and ATTORNEY IN FACT

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said county and state, personally appeared DAVID D. GILMAN, known to me to be the President of THE CARDINAL FUND, INC., a Florida corporation; that then and there said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of said corporation.

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IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the county and state last aforesaid, this 20 day of November, 1981.

My commission expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer authorized to take acknowledgments in said county and state, personally appeared PETRUS ZWAANS, known to me to be the Vice President and Attorney in Fact of OCEAN DRIVE INC. OF CAYMAN, a Cayman Islands corporation qualified to do business in the State of Florida; that then and there said individuals acknowledged the seal affixed to the foregoing instrument to be the seal of the said corporation, that their names are officially subscribed thereto and that the foregoing is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the county and state last aforesaid, this 20 day of November, 1981.

My Commission Expires: 5/2/82

JOINDER OF MORTGAGEE

KNOW ALL MEN BY THESE PRESENTS, that FIRST CHICAGO REALTY SERVICES CORPORATION, a Delaware corporation, as Mortgagee, is the owner and holder of a Mortgage given by THE CARDINAL FUND, INC., a Florida corporation, and OCEAN DRIVE, INC., A Cayman Island corporation, authorized to transact business in the State of Florida as OCEAN DRIVE INC. OF CAYMAN, D/B/A/ THE CORNICHE GROUP, a Joint Venture, to FIRST CHICAGO REALTY SERVICES CORPORATION, a Delaware corporation, as Mortgagee, dated the 19th day of June, 1980, and recorded in Official Records Book 3314, at Page 743, of the Public Records of Palm Beach County, Florida, on the following described property:

All property described in Plat of CORNICHE recorded
March 21, 1979, in Plat Book 37, Pages 17 and 18, of the
Public Records of Palm Beach County, Florida.

The execution hereof by Mortgagee is for the sole purpose of consenting to the making of this Declaration of condominium, as such consent is required by Florida Statutes, chapter 718, and nothing contained herein shall be construed as subordinating the Mortgage to any lien rights or other provisions of the Declaration of condominium of CORNICHE, a condominium, or the Exhibits thereto, nor shall the execution hereof by Mortgagee impose upon Mortgagee any obligations which might be contained in the Declaration of condominium and Exhibits thereto, nor shall the execution hereof affect the lien or priority of the Mortgages. Mortgagee hereby 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 Palm Beach County, Florida: All of the units of the CORNICHE Condominium according to the Declaration of condominium, which are also described as follows:

APT. #	APT. #	APT. #	APT. #	APT. #	APT. #	APT. #	APT. #	APT. #	APT. #	APT. #
101	303	501	605	803	1001	1105	1403	1601	1801-A	2003-C
102	304	502	606	804	1002	1106	1404	1602	1802-B	2004-D
201	305	503	701	805	1003	1201	1405	1603	1803-C	2101-A
202	306	504	702	806	1004	1202	1406	1604	1804-D	2102-B
203	401	505	703	901	1005	1203	1501	1605	1901-A	2103-C
204	402	506	704	902	1006	1204	1502	1606	1902-B	2104-D
205	403	601	705	903	1101	1205	1503	1701-A	1903-C	PH-1
206	404	602	706	904	1102	1206	1504	1702-B	1904-D	PH-2
301	406	603	801	905	1103	1401	1505	1703-C	2001-A	PH-3
302	406	604	802	906	1104	1402	1506	1704-D	2002-B	PH-4

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

All of the above apartments units in said CORNICHE Condominium are according to the Declaration of condominium to which his Joinder or Mortgagee is attached.

POU2

DATED this 30 day of November, 1981.

Signed sealed and delivered
in the presence of:

FIRST CHICAGO REALTY SERVICES
CORPORATION

Paul F. Donovan
Beverly A. Richards

By Paul C. Friedland (SEAL)
ASST. VICE PRESIDENT

STATE OF ILLINOIS)
COUNTY OF COOK) : SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Paul C. Friedland Vice President of the corporation named in the foregoing Joinder of Mortgagee and known to me to be the person described in and who executed the same and acknowledged before me that the said instrument is the free act and deed of said corporation executed by said officer for the uses and purposes therein mentioned.

WITNESS my hand and official seal this 30 day of November, 1981.

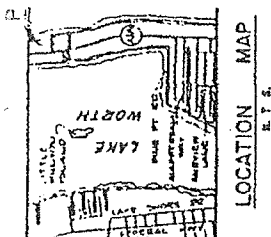
My Commission Expires:

4/13/84

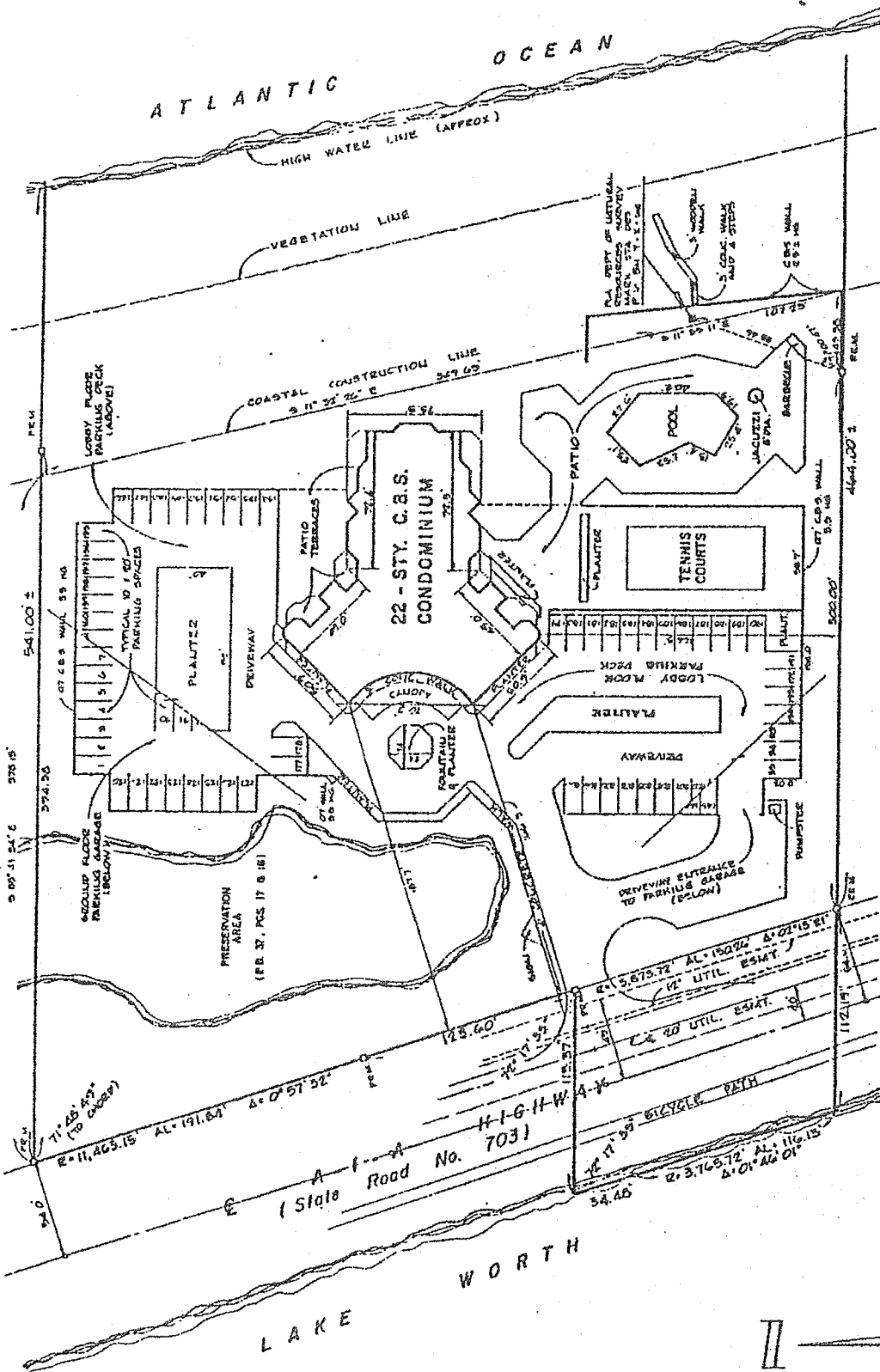
Barbara Lawrence
NOTARY PUBLIC, State of Illinois
at Large.



03343 P0024



ATLANTIC OCEAN



DESCRIPTION

Base of the Plot of Condominium, as same is shown on the map, is at the intersection of the 12th and 13th Streets, Full St. East.

NOTES:

1. Building dimensions shown are outside dimensions. All measurements are in feet.
2. Common elements include all property not within the boundaries of the individual units.

CONCLUSION OF THE PROJECT

The City of Miami has approved the project and the project is now under construction. The project is a 22-story condominium building located at the intersection of the 12th and 13th Streets, Full St. East. The project is a high-rise building with a total area of 1,100,000 square feet. The project is a high-rise building with a total area of 1,100,000 square feet.

Prepared by: [Signature] Date: 12/1/72

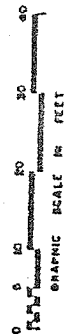
EXHIBIT I-A

ELEVATIONS SHOWN HERE
REFER TO NATIONAL OCEANOGRAPHIC SURVEY DATUM
0.0 = MEAN SEA LEVEL

5	LOBBY FLOOR
4	CORNICHE
3	A CONDOMINIUM
2	
1	

[illegible]

2000



The floor plan of the Ocean View Clubhouse is a complex, irregular shape with various rooms and areas. The central feature is a large, octagonal lobby. To the left of the lobby is a large room labeled "BILLIARD ROOM" with dimensions 22.2' x 14.3'. Above this room is a "CARD RM." (22.2' x 14.3') and a "CARD RM." (22.2' x 14.3'). To the right of the lobby is a "WOMEN'S GYM" (22.2' x 14.3') and a "MEN'S GYM" (22.2' x 14.3'). Below the lobby is a "KITCHEN" (22.2' x 14.3') and a "LIBRARY" (22.2' x 14.3'). The plan also includes a "MANAGER'S SUITE" (22.2' x 14.3'), a "CONFERENCE" room (22.2' x 14.3'), a "PLAZA" (22.2' x 14.3'), and two "PATIO TERRACE" areas (22.2' x 14.3'). Dimensions are provided for most rooms, and the plan includes a "PATIO TERRACE LINE ABOVE" label. The overall layout is symmetrical around the central lobby.

UNIT 101	FINISHED FLOOR	FINISHED CEILING
UNIT 102	22.36	30.28
LOBBY	= 22.38	34.18

ELEVATIONS SHOWN HEREIN
REFER TO NATIONAL OCEANO-
GRAPHIC SURVEY DATUM.
0.0 = MEAN SEA LEVEL

GRAPHIC SCALE IN FEET

Notes:

APARTMENT BUILDINGS: Each apartment unit shall include that part of the building containing the apartment; unit that lies within the boundaries of the apartment, which boundaries are as follows:

(1) Upper and Lower Cervical: The upper and lower cervical vertebrae of the spine are the vertebrae between the skull and the thoracic vertebrae.

[illegible]

(g) Letter Denial: In Montclair Place on Tel Aviv Road - 1955 marked at Tel Aviv Club.

[illegible][illegible]

OTHER PLANTING OPERATIONS
WATER CONSERVATION AND IRRIGATION
CONSTRUCTION OF CANALS AND
DRAINAGE SYSTEMS (15)

EXHIBIT I-A

ROBERT L. OWEN & ASSOCIATES, INC.

55642425 • 55642426 • 55642427

WEST PALM BEACH

FLORIDA

Stamp: Postpaid

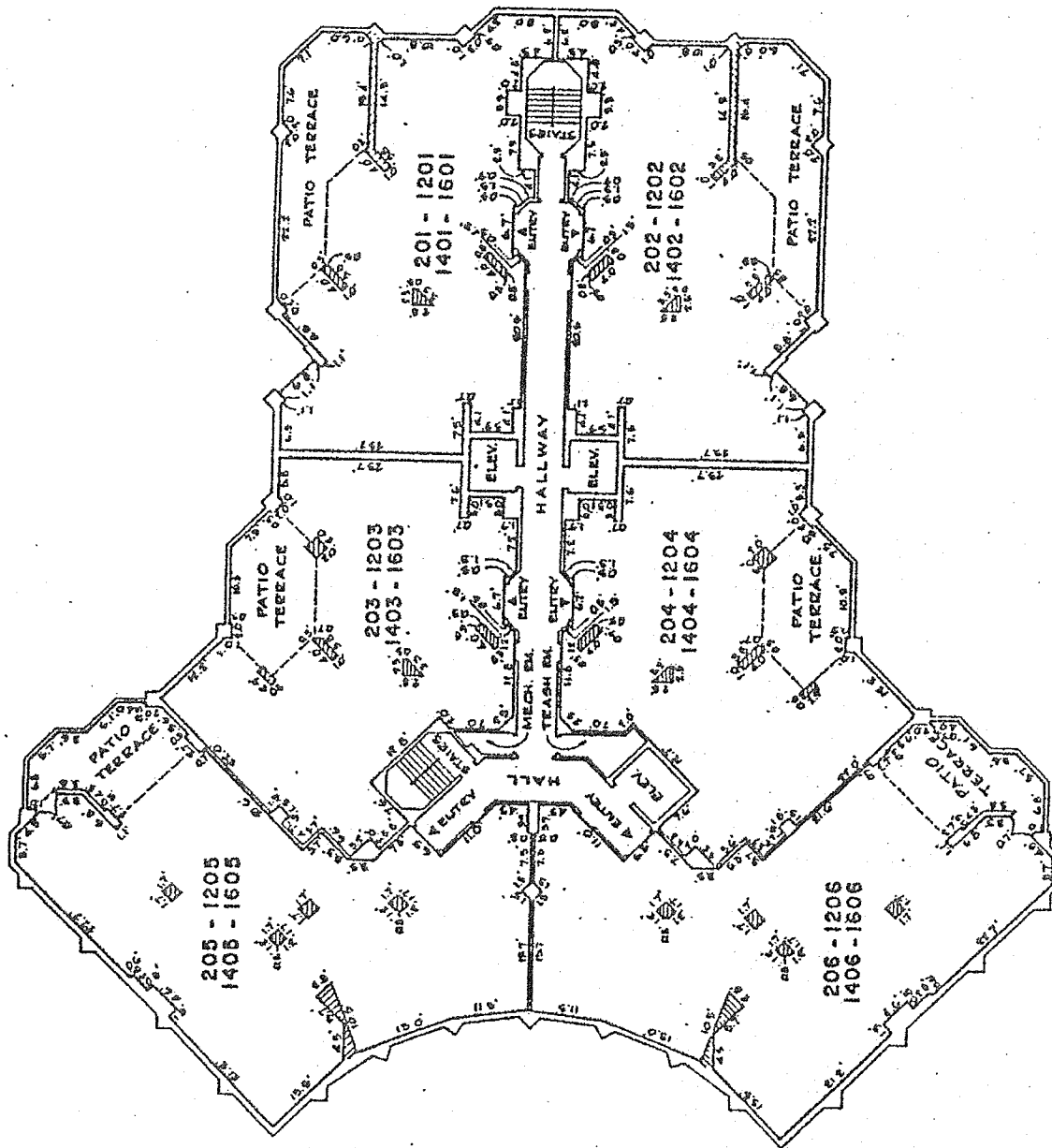
A - 26003

EXHIBIT I-A

CORNICHE

CONDOMINIUM

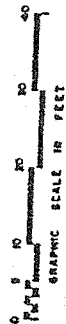
LOBBY FLOOR
TOWER PLAN



ELEVATIONS

FLOOR	FINISHED ELEVATION
2nd Floor	74.83
1st Floor	74.83
0th Floor	74.83
5th Floor	76.78
6th Floor	77.40
7th Floor	78.01
8th Floor	78.62
9th Floor	79.23
10th Floor	79.84
11th Floor	80.45
12th Floor	81.06
13th Floor	81.67
14th Floor	82.28
15th Floor	82.89
16th Floor	83.50

ELEVATIONS SHOWN ABOVE ARE IN
NATIONAL OCEANOGRAPHIC SURVEY DATA.
0.0 - MEAN SEA LEVEL



NOTES

1. ALL DIMENSIONS ARE TO THE CENTER OF THE APARTMENT UNIT UNLESS OTHERWISE NOTED. THE DIMENSIONS OF THE APARTMENT UNIT SHALL BE WITHIN THE DIMENSIONS OF THE APARTMENT, UNLESS OTHERWISE NOTED.

(1) DRIVE AND LOBBY DIMENSIONS: THE DRIVE AND LOBBY DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0"; LOBBY: 10' 0" X 10' 0".

(2) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

(3) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

(4) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

(5) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

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(7) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

(8) DRIVE DIMENSIONS: THE DRIVE DIMENSIONS OF THE APARTMENT SHALL BE THE FOLLOWING DIMENSIONS: DRIVE: 10' 0" X 10' 0".

EXHIBIT I-A

CORNICHE A CONDOMINIUM	
TYPE FLOOR PLAN	2nd thru 16th and 17th
THRU 16th FLOOR	

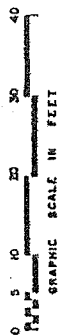
PROJECT NAME	CORNICHE A CONDOMINIUM
OWNER	ROBERT LOWE & ASSOCIATES, INC.
DESIGNER	BRUNO & BONDY, INC.
DATE	1987
LOCATION	WEST PALM BEACH, FLORIDA

A - 26003

[illegible]

ELEVATIONS	
<u>FIRMS</u>	<u>FINISHED</u>
155.78	163.80
164.13	172.47
171.04	181.68
181.68	195.78
190.34	198.39
194.95	204.85

RELATIONS SHOW - HERE WIFE TO
NATIONAL OCCUPANCY SURVEY DATA.
0-0 - NEAR SEA LEVEL



water:

1. THE UNITED STATES OF AMERICA
 2. DEPARTMENT OF THE ARMY
 3. HEADQUARTERS, 100-100-100-100
 4. WASHINGTON, D. C. 20310
 5. 100-100-100-100
 6. 100-100-100-100
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(1) Paper and Letter Documents: The report and letters and of the report shall be the following documents extended to the following documents:

(4) Private Information: The Domestic Place of the subject

(2) Louis Bernhart, the collateral player of the 1960s, never came in contact of the 1960s club.

(2) PHYSIOLOGICAL COMPONENTS: THE PHYSIOLOGICAL COMPONENTS OF THE FOLLOWING ANATOMICAL STRUCTURES TO BE IDENTIFIED AND DESCRIBED:

[illegible]

(2) INTERIOR BUILDING MATERIALS: THE VARIOUS PLANS OF THE LOW PRINCED WALLS SHOWING AN APPARENT ATTEMPT TO IDENTIFY OTHER PHYSIOLOGICAL DOMINANCES.

1
T
B
H
X
W

THE SILVERSTEIN FIRM, INC.

NO 38 11 10 42-111

FLORIDA
JULY 1974

1000

ON CARD, p. 5.

A - 26003

CORNICHE CONDOMINIUM

TYP. FLOOR PLAI

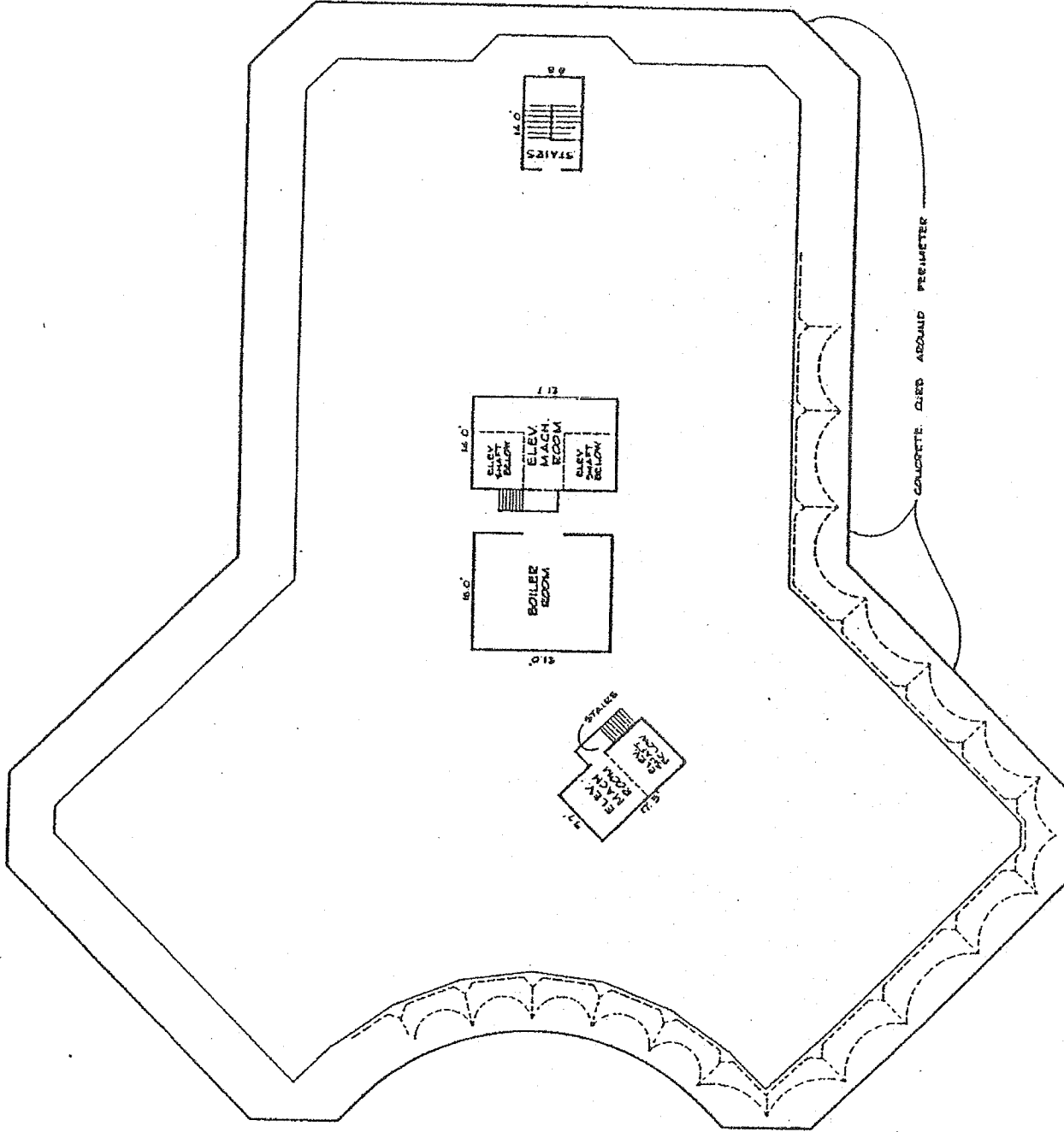
7th thru 22nd Floor onl

B9643 P0030

ELEVATION

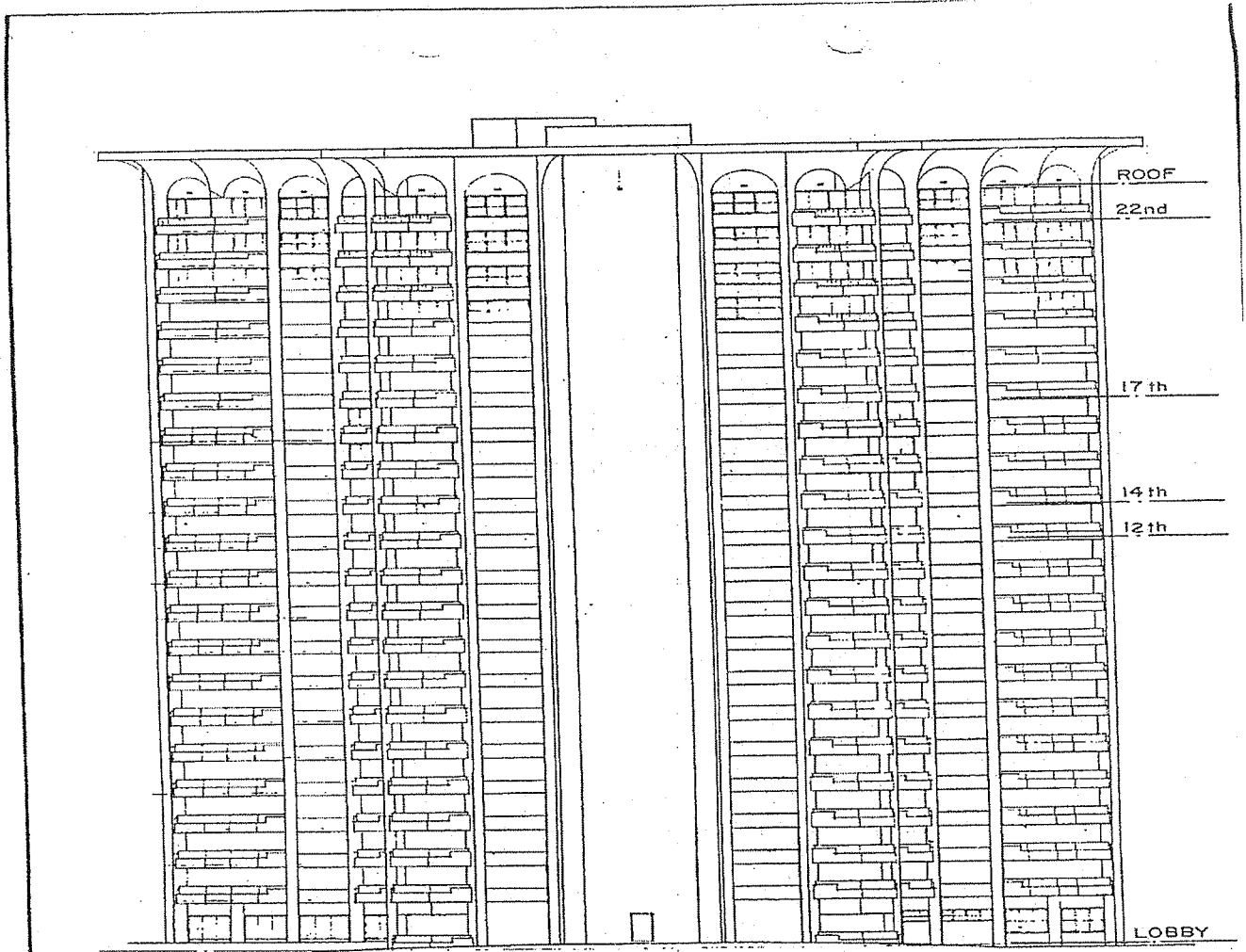
ROOF : 207.95

ELEVATIONS SHOWN HEREIN
REFER TO NATIONAL OCEAN-
OGRAPHIC SURVEY DATUM
O.D. : MEAN SEA LEVEL



<p>EXHIBIT I-A</p> <p>CORNICHE</p> <p>A CONDOMINIUM</p>		<p>ROOF PLAN</p>
<p>Prepared By:</p> <p>Checked By:</p> <p>Drawn By:</p> <p>Scale:</p>	<p>ROBERT L. SMITH & ASSOCIATES, INC.</p> <p>ENGINEERS - PLUMBERS - ELEVATORS</p> <p>WEST PALM BEACH</p> <p>FLORIDA</p>	<p>Project No.:</p> <p>Sheet No.:</p> <p>Date:</p>

A - 26003



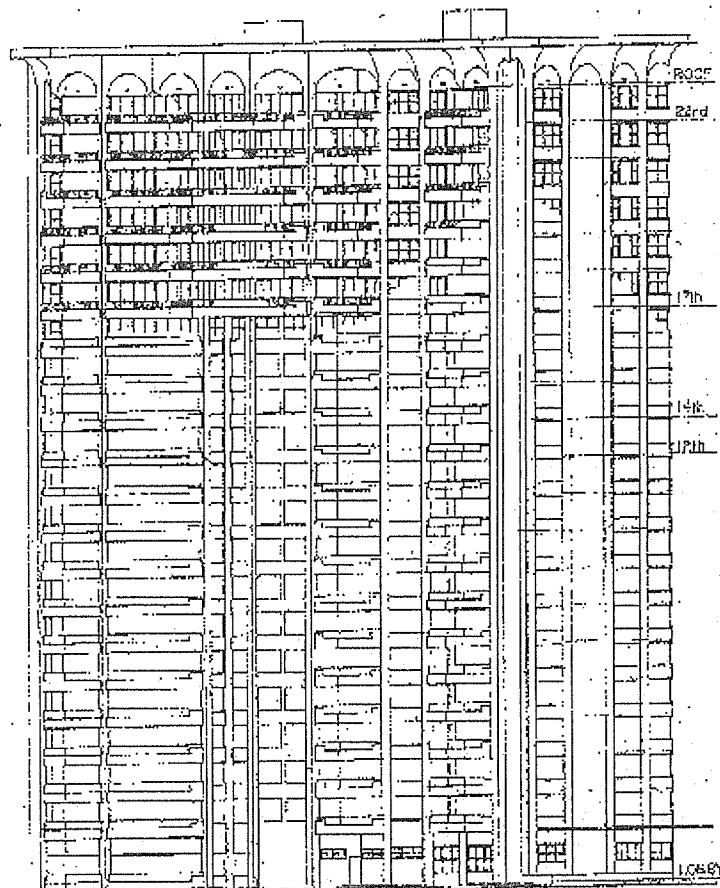
EAST ELEVATION

CORNICHE, A CONDOMINIUM

Field	Field Book	Robert E. Owen & Associates, Inc.	Scale	Sheet	A-26003 File No.
Design	Pg.	ENGINEERS PLANNERS SURVEYORS	Date	8	
Drawn	Work Order	West Palm Beach, Florida	OCT., 1981	Of	
Checked	No. 81-148			11	

FORM NO. 178 (9/79)

B3843 P0031



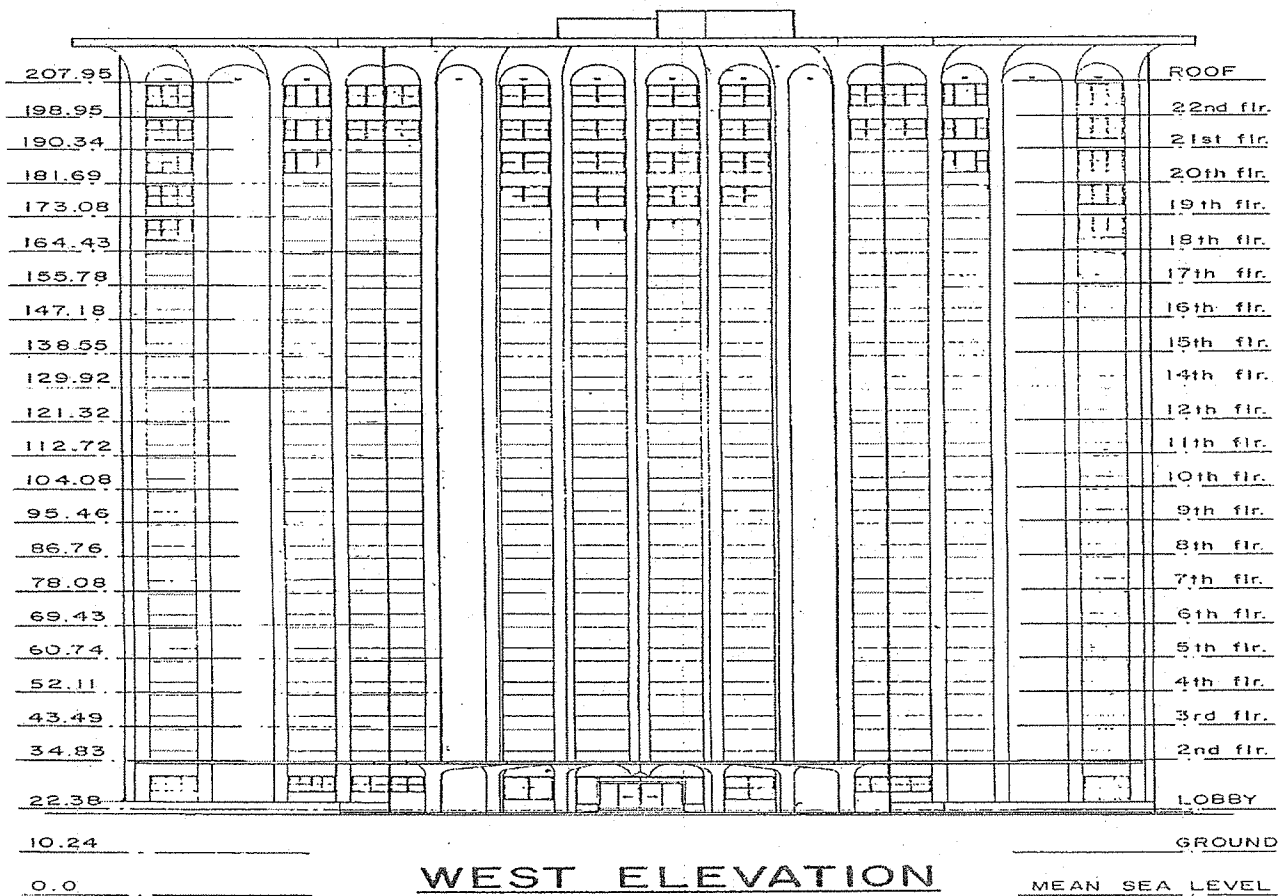
NORTH ELEVATION

CORNICHE, A CONDOMINIUM

83643 P0033

Field	Field Code	ROBERT E. OWEN & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS West Palm Beach, Florida	Scale	Shown	A-26003 File No.
Design	PC			10	
Drawn	Work Order		Date	01	
Checked	No. 81-148		OCT. 1983	11	

FORM NO. 173 10/79



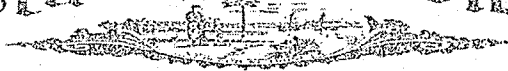
CORNICHE, A CONDOMINIUM

Field	Field Book	ROBERT E. OWEN & ASSOCIATES, INC.	Scale	Sheet	File No.
Design	Pg.	ENGINEERS PLANNERS SURVEYORS		11	A-26003
Drawn	Work Order	West Palm Beach, Florida	Date	Of	
Checked	No 81-148		OCT., 1981	11	

FORM NO. 178 (9/79)

EXHIBIT "B"

State of Florida

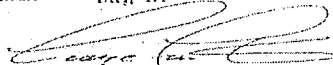


Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 28, 1979, as shown by the records of this office.

The charter number for this corporation is 746484.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 28th day of March, 1979.


Secretary of State



1979

88813 P0035

EXHIBIT I-B

CERTIFICATE DESIGNATING PLACE OF BUSINESS OF AGENT FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAME AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

First--That CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the articles of incorporation at City of 5200 North Ocean Boulevard Singer Island County of Palm Beach, State of Florida has named ROBERT E. FERRIS located at suite 600, 25 South Andrews Avenue, (P. O. Box 14636) (Street address and number of building, Post Office Box address not acceptable) City of Fort Lauderdale, County of Broward State of Florida, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

By [Signature]
ROBERT E. FERRIS
(Resident Agent)

53843 P0036

Corp-83
2-16-72

FILED

AMENDED AND RESTATED BYLAWS
OF
CORNICHE CONDOMINIUM APARTMENT
ASSOCIATION OF THE PALM BEACHES, INC.

ARTICLE I

NAME AND LOCATION

Section 1. The name of this corporation shall be CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC.

Section 2. Its principal place of business shall be located at 5200 North Ocean Drive, Singer Island, Riviera Beach, Florida.

ARTICLE II

PURPOSE

Section 1. This corporation has been organized as a non-profit corporation pursuant to the provisions of Chapter 617 Florida Statutes, for the purpose of operating and managing the CORNICHE, a condominium, pursuant to the provisions of Chapter 718, Florida Statutes as amended from time to time. The condominium to be operated and managed by this corporation shall be located upon the lands described in the Declaration of Condominium.

Section 2. CORNICHE CONDOMINIUM APARTMENT ASSOCIATION OF THE PALM BEACHES, INC., a non-profit corporation, was duly incorporated in the office of the Secretary of State of the State of Florida on the 28th day of March, 1979. In this document, the corporation will be known as the Association.

ARTICLE III

MEMBERS

Section 1. All of the owners of condominium units shall be members of this Association. Upon recording of a deed or other instrument establishing a change of record title to a condominium unit in the condominium, and the delivery to the association of a certified copy of said instrument, the new owner designated by said instrument shall become a member of the Association and the membership of the prior owner shall be thereby terminated.

Section 2. The owners of individual condominium units, shall be entitled to one (1) vote for each condominium unit in the affairs of the Association.

Section 3. No other person or legal entity may be a member of the Association or vote in its affairs.

ARTICLE IV

MEMBERS' MEETINGS

Section 1. The annual meeting shall be held in the month of February. The date and time shall be set by the Board of Directors at the November Board of Directors meeting from the prior year preceding each February. If the November meeting does not occur, then the annual meeting will be held the first Tuesday in February at 7:30 p.m. At such meeting the members shall elect directors to serve until the next annual meeting of the members, or until their successors should be duly elected and qualified, and shall conduct such other business as may be authorized to be transacted by the members.

Section 2. A special meeting of the members to be held at the same place as the annual meeting, or such other place at Singer Island, Florida, as may be set forth in the notice of said meeting, may be called at any time by the President or in his absence by the Vice President, or by a majority of the Board of Directors. It shall be the duty of the Directors, President or Vice President to call such a meeting whenever so requested by members holding thirty-three (33%) per cent or more of the voting rights of the association.

Section 3. Notice of the time and place of all annual and special meetings of the members, except as otherwise provided hereinafter, shall be mailed by the President or Vice President or Secretary to each member, at the member's address posted in the Association's books, at least fourteen (14) days prior to the date of the meeting. A certificate by the association officer mailing said notice shall be prima facie evidence that said notice was given. Written notice of the annual owners' meeting and each special owners' meeting shall be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual or special meeting. It shall be the obligation of each owner to insure that his, her or its mailing address listed in the records of the Association is kept current. A unit owner may in writing state their desire not to attend the annual meeting and or special owners' meetings and may take action by written proxies or statements to the extent permitted by law.

Section 4. The President or in his absence the Vice President, shall preside at all annual or special meetings of the members.

Section 5. A quorum for members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. In the event that a quorum is not present, the members present at any meeting may adjourn the meeting to a future date.

Unless otherwise provided in the Declaration of Condominium or in these Bylaws, a majority of the units represented at any meeting at which a quorum is present shall be entitled to make a decision or pass on any subject properly brought before said parties, including the election of Directors.

Section 6. Votes must be cast by ballot for the election of directors and in person or by proxy for all other matters unless otherwise provided by statute. All proxies shall be in writing and shall be filed with the Secretary and entered of record in the minutes of the meeting. No proxy shall be valid unless the same is executed by the member having the right to vote the vote assigned to said condominium unit.

Section 7. In the event that any individual condominium parcel is owned by more than one person or by a corporation or other entity, the owners of the same shall execute and deliver to the Secretary of the Condominium Association a certificate duly signed by all of the owners or by the officers of the owner corporation or trustees or partners, as the case may be, designating the person who shall be authorized to cast the percentage vote allocated to said individual condominium unit. Such certificate shall be valid until revoked by a subsequent certificate. Unless said certificate is filed with the Secretary of the Association prior to the meeting at which said vote is to be cast, the vote of such owners shall not be considered for the purpose of determining a quorum or for any other purpose. In the event that the approval or disapproval of the owner of an individual condominium parcel is required upon any subject, whether or not the same is the subject of any meeting, said approval or disapproval shall be executed by the same.

Section 8. Approval or disapproval of any course of action or amendment to the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations may be expressed by any member in writing, and the same shall be considered as effective as if such unit owner expressing said approval had been present at any meeting of the members or had voted by proxy.

Section 9. The order of business at all meetings of the members of the Association where applicable, shall be as follows:

- A. Election of chairman of the meeting.
- B. Calling the roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved Minutes.
- E. Reports of officers.
- F. Reports of committees.
- G. Election of inspectors of election and determination of number of Directors to be elected.
- H. Election of Directors.

- I. Fix date of next board of Directors meeting.
- J. Unfinished business.
- K. New business.
- L. Adjournment.

Section 10. The affairs of the Association proceedings shall be conducted in accordance with Roberts Rules of Order (latest edition) when not otherwise in conflict with the Articles of Incorporation and Bylaws of the Association, or with the statutes of the State of Florida, or the Declaration of Condominium.

ARTICLE V

DIRECTORS

Section 1. The business and affairs of the Association shall be managed by a Board of Directors who shall be elected by the members by a plurality of the members. Said Board of Directors shall consist of not less than five (5) persons nor more than seven (7). The exact number of directors is to be set by the Board of Directors however, the Board shall consist of an odd number of members. It shall be necessary for any member of the Board of Directors to also be either the owner of an individual condominium unit, or an officer of any corporation owning an individual condominium unit or the trustee of a trust owning an individual condominium unit or partner of any partnership owning an individual condominium unit. All directors' terms expire at the annual meeting. Persons who are more than 90 days delinquent in the payment of any monetary obligation due to the Association are not eligible for board membership. Co-owners of a condominium unit may not serve as directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy.

Section 2. In the event of a vacancy occurring in the Board of Directors for any reason whatsoever, the remaining Directors shall appoint one of the members to serve as an interim Director until the annual meeting. At the annual meeting, said vacancy shall be filled by an election held by the members of the Association upon notice in the manner provided above in Article IV, Section 3.

Section 3. A Director may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by ten (10%) per cent of the unit owners, giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. At said meeting a successor may then be elected to fill the vacancy thus created for the unexpired portion of the term of the former Director. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

Section 4. No compensation shall be paid to Directors for their service as Directors. Compensation may be paid to a Director in his or her capacity as a professional person or employee or for other services rendered to the Association outside of his or her duties

as a Director. In this case, however, said compensation must be approved in advance by the Board of Directors, and the Director to receive said compensation shall not be permitted to vote on said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents or attorneys for services rendered to the Association.

Section 5. The first meeting of the Board of Directors after each annual meeting of the members shall be held within ten (10) days of said annual meeting at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present. Notice of said meeting shall be posted conspicuously on the condominium property at least forty eight (48) hours in advance, except in an emergency, and said meeting shall be open to unit owners.

Section 6. 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 email, at least three (3) days prior to the day named for such meeting. Notice of said meeting shall be posted conspicuously forty eight (48) hours in advance except in an emergency, and said meeting shall be open to unit owners. Any Director who abstains from voting on an issue shall be deemed to have taken a no position.

The Directors may establish a schedule of regular meetings to be held in the office of the association and no notice shall be required to be sent to the Directors of regular meetings, once a schedule has been adopted; provided, however, written notice of the meetings shall still be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency, and the meeting shall be open to unit owners

Section 7. 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 (1/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given to members of the Board, personally or by mail, telephone, or email, which notice shall state the time, place and purpose of the meeting. Notice of said meeting shall be posted conspicuously on the condominium property at least forty-eight (48) hours in advance, except in an emergency and the meeting shall be open to unit owners.

Section 8. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to members of the Board shall be required and any business may be transacted at such meeting.

Section 9. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the

Directors present at such a meeting at which a quorum is present shall be the acts of the Board of Directors. 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.

Section 10. The Board of Directors will have all of the powers vested in it under common law and pursuant to the provisions of Chapter 617 et seq., Florida Statutes, and Chapter 718. Florida Statutes, as amended, together with any powers granted to it pursuant to the terms of the Articles of Incorporation of the Association and the other condominium documents, subject only to such approval of the owners of the individual condominium units as may be required under these Bylaws, the Articles of Incorporation and Declaration of Condominium.

Such powers shall include, but shall not be limited to the following:

- A. The management and operation of the Corniche.
- B. The making and collecting of assessments from members for the purpose of operating and maintaining the condominium in the manner set forth in the Declaration of Condominium.
- C. The maintenance, repair and replacement of the condominium property.
- D. The reconstruction of improvements after any casualty, and the further improvement of the property.
- E. The hiring and dismissal of any necessary personnel required to maintain and operate the condominium.
- F. The making and amending of Regulations respecting the use of the property in the condominium, subject however to the provisions of Article X-C of the Declaration of Condominium.
- G. The approval or disapproval of proposed purchasers, lessees and mortgagees of the condominium units in the manner provided in the Declaration of Condominium. The Association may charge a preset fee to be determined by the Board of Directors from time to time in accordance with the Condominium Act of the State of Florida, in connection with any such transfer, sale lease or approval, to cover the Association's expenditures in regard thereto.
- H. The carrying and paying of the premium for such insurance as may be required for the protection of the owners of condominium units and the Association against any casualty or any liability to third persons as is required by the Declaration of Condominium.
- I. The employment of a management company at a compensation established by the Board of Directors and the delegation to said management company

such powers and duties as the Board shall authorize except those that are specifically required to be exercised by the Board of Directors or the membership.

J. The enforcement by legal means of the provisions of the Declaration of Condominium, the Articles of Incorporation, Bylaws of the Association and The Rules and Regulations for the use of the property.

K. The payment of any taxes or special assessments against any condominium unit where the same are in default and assessment of the same against the condominium unit subject to the said taxes and liens, including but not limited to any condominium unit acquired by the association through the enforcement of any lien by the association against said condominium unit.

L. Bulk communications and internet services can be entered into a bulk contract for bulk communication and internet services with the fees being a common expense. The term communication services include voice, data, audio, video or any other information or signals including cables services.

ARTICLE VI

OFFICERS

Section 1. The principal officers of the Association shall be the President, a vice President, a Secretary and a Treasurer, all of whom shall be elected by and from the board of Directors. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. The office of the Secretary and Treasurer may be filled by the same person.

Section 2. The officers of the Association shall be elected annually by the Board of Directors at the annual meeting of each new Board, and shall hold office until the next annual meeting of the Board of Directors or until their successors should be duly elected and qualified, except as hereinafter provided.

Section 3. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of a president of an association, including but not limited to the power to appoint committees from among the members of the Association and other residents of the community from time to time as he or she may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the board to do so on an interim basis. The Vice President shall also perform such other duties as shall, from time to time, be imposed upon him or her by the Board of Directors.

Section 6. The Secretary shall issue notice of all directors' and members' meetings and shall attend and keep the minutes of the same; shall have charge of all Association books, records and papers; shall be custodian of the Association seal; shall attest with his or her signature and impress with the Association seal all contracts or other documents required to be signed on behalf of the Association and shall perform all such other duties as are incident to his or her office. The duties of the Assistant Secretary shall be the same as those of the Secretary in the absence of the Secretary.

Section 7. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Any vacancy in the office of the President, Vice President, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary, or any other officer or employee, for any reason whatsoever, may be filled by the Board of Directors at any regular or special meeting, which may elect a successor to the vacant office, who shall hold office for the balance of the unexpired term.

ARTICLE VII

FINANCE

Section 1. The funds of the Association shall be deposited in a separate account in Palm Beach County, Florida and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

Section 2. For accounting purposes, the association shall operate upon the calendar year beginning the first day of January and ending the 31st day of December of each year.

Section 3. An audit of the accounts of the Association shall be made annually by an external independent accountant, and a copy of the report shall be furnished to each member not later than March 1st of the year following the year for which the report is made.

Section 4. Minutes of all meetings of the members and of the Board of Directors and other records of the Association shall be kept in a businesslike manner in a minute book or other suitable binder or cover and shall be available for inspection by unit owners or their authorized representative and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 5. A copy of each insurance policy obtained by the Association shall be made available for inspection by unit owners' at all reasonable times. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, the Association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend such action.

Section 6. The Board of Directors of the Association shall maintain the following records relating to the fiscal management of the Association as a supplement to any provisions set forth in the Declaration of Condominium and Articles of Incorporation.

A. Accounts. 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.

1. Current expense, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expense for the succeeding year. The records for current general expense shall be kept separate and apart from the records for current expense allocable to any individual condominium unit.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually, with separate accounts kept for those items allocable as Statutory Reserves. Statutory Reserves will be established for long term maintenance items as per Florida Statutes.

3. Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence, with separate accounts kept for these items allocable as statutory reserves.

4. 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, with separate accounts kept for those items allocable for general Association betterment and for individual condominium unit betterment.

5. Individual ledgers. The assessments for common expenses shall be set forth upon a roll or ledger of the Association which shall be available in the office of the Association for inspection by the condominium unit owners at reasonable times. Such roll or ledger card shall indicate for each condominium unit the name and current

mailing address of the unit owner, the amount of each assessment for all purposes, the dates and amounts in which the assessments become due, the amount paid upon the account and the balance due.

6. Accounting records. All of said accounting records shall be kept according to good accounting practices and shall be open to inspection by unit owners or their authorized representatives at reasonable times.

Section 7. Copies of the budget and proposed annual assessments shall be mailed to the unit owners not less than thirty (30) days prior to the Directors' meeting at which the budget will be considered, together with written notice of the time and place of said meeting. Said meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which for some reason requires assessments against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, not including reserves and betterments as set forth above and upon written application of 10% of the unit owners, to the board, a special meeting of the unit owners shall be held not less than fourteen (14) days after written notice to each unit owner but within thirty (30) days of the delivery of such application to the Board of Directors. At the special meeting, unit owners may consider and enact a revision of the budget by a vote of 75% of the votes of all the condominium unit owners.

The Board of Directors may in any event propose a budget to the unit owners at a meeting of members, or in writing, and if such a budget or proposed budget is approved by a majority of the unit owners at the meeting or in writing, such a budget shall not thereafter be re-examined by terms of this section. In accordance with the provisions of Chapter 718.112 (2) (f), Florida Statutes, in determining whether such assessments exceed 115% of similar assessments in prior years, there should be excluded the reserves provided for in paragraphs 2, 3 and 4 of Section 6, Article VII, of these Bylaws.

Section 8. The Board of Directors shall require that a fidelity bond be obtained for all officers and Directors of the association handling or responsible for the control or disbursement of Association funds. The amount of such bond shall be determined by the Board of Directors, and the premiums on such bond shall be paid by the association as an item of general expense.

Section 9. All assessments paid by members of the Association for the maintenance and operation of the condominium shall be utilized by the Association for the purposes of said assessments. Any excess monies received from said assessments paid by any members shall be held by the Association for the use and benefit of the members. Any surplus held by the Association after the payment of expenses for maintaining and operating the general elements shall be considered as a general surplus and held for the benefit of all of the members in proportion to each member's share in the general common elements.

ARTICLE VIII

AMENDMENTS

Section 1. The Bylaws may be amended by the members by agreement in writing or at a duly constituted meeting for such purpose, provided, however, that no amendment shall take effect unless approved by members representing at least two-thirds of the votes in the condominium unit owners, except as provided below in Section 2.

Section 2. No amendments to the Bylaws shall be valid without the written consent of one hundred (100%) per cent of the members as to changes in the configuration or size of any condominium unit in any material fashion, or material alterations or modifications of the appurtenances to the unit, or changes of the proportion or percentage by which the owner of the unit shares the common expenses and owns the common surplus and common elements, or changes or modifications in voting rights, or location of a member's condominium unit.

Section 3. Before any amendment shall be effective, it shall also be approved by a majority of the members of the Board of Directors.

Section 4. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

Section 5. No amendment to the Bylaws shall be effective until the same has been recorded with the Clerk of the Circuit Court of Palm Beach County, Florida.

ARTICLE IX

ASSESSMENTS

Section 1. The expense for the operation and maintenance of the common elements (including general common elements and limited common elements) shall be a common expense and each unit owner shall be liable for his, her or its portion of said expenses as provided in the Declaration of Condominium, except as hereinafter provided.

All sums collected shall be held in trust for the unit owners and shall be credited to the unit owner's from which shall be paid the expenses for which the respective assessments are made. Any director more than ninety (90) days delinquent in paying any monetary obligation due to the Association is automatically deemed to have abandoned office and is removed as a director.

Section 2. Assessments for recurring expenses for each account shall include the estimated expenses chargeable to the account and a reasonable allowance for contingencies and reserves. Assessments will be made for the calendar year annually in advance on December 1st preceding the year for which assessments are made and such annual assessments shall constitute a lien for the total amount of all such annual assessments against the unit for which such assessment is made. Said assessments and the budget which is the basis for such assessments shall be in accordance with the provision of Chapter 718.112 Florida Statutes. Such assessments shall be due in four (4) equal consecutive quarterly payments on the first day of each quarter of the year for which the assessments are made. Upon default by any unit owner in the payment of any such quarterly installment, within thirty (30) days after the due date thereof, then the Association at its option and without notice shall be entitled to accelerate the payment of the balance of such quarterly installments for the then current assessment year. In the event such an annual assessment proves to be insufficient, it may be amended at any time by action of a majority of the Board of Directors of the Association. The unpaid assessment for the remaining portion of the year shall be due in equal quarterly installments on the first day of each quarter thereafter during the year for which the assessment is made. If any annual assessment is not made or required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment. Assessments shall be made in amounts no less than are required to provide funds in advance for payment of all of the anticipated current operating expenses, and for all the unpaid operating expenses previously incurred.

In the event of foreclosure of a first mortgage encumbering a condominium unit, the purchaser at such sale, his successors or assigns, shall be liable for the share of assessments pertaining to such condominium unit chargeable to the former owner of such unit which became due prior to the foreclosure sale of such unit to the extent provided by law. Any unpaid share of the assessments shall be deemed to be a common expense collectible from all of the unit owners including the purchaser, his successors or assigns. The foregoing provisions shall also be applicable to the conveyance of a unit to a first mortgagee in lieu of foreclosure.

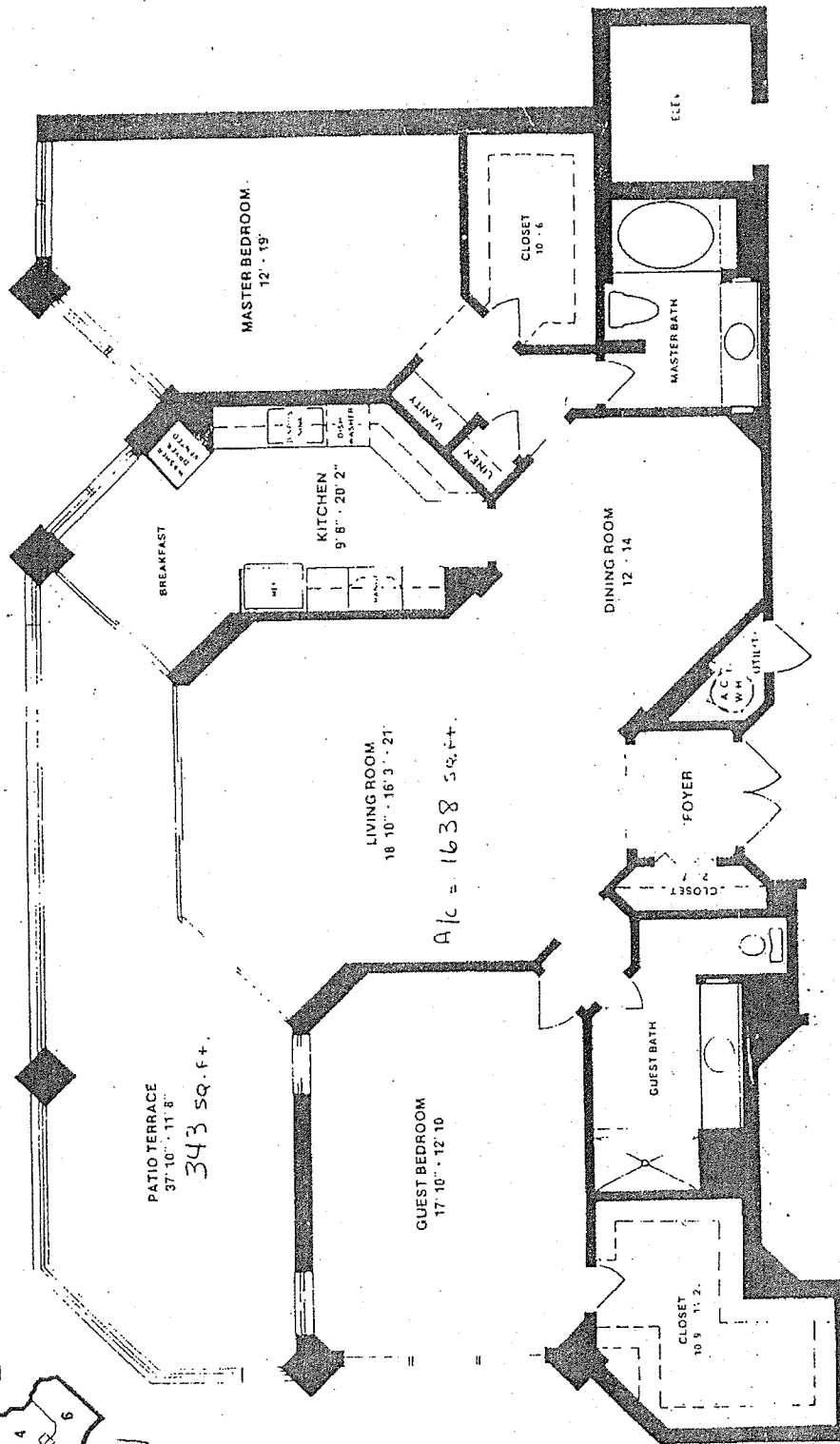
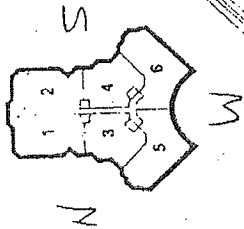
Assessments for common expenses for emergencies requiring immediate repair, and which cannot be paid from the assessments for recurring expenses, shall only be made after approval by the Board of Directors. After such approval by the Board of Directors, such emergency assessments shall become effective and shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require. All liens of any nature, including taxes and special assessments levied by governmental authority which are a lien upon more than one unit or any portion of the common areas, shall be paid by the Association as a common expense and shall be assessed against the unit as attributed to their shares in the common areas.

The unit owner and lessee will agree to the following: In the event the unit owner is delinquent in the payment of any monetary obligation to the Association, the Association may notify the lessee of the delinquency and in such event, the lessee shall be obligated to commence paying all future rent payment to the Association, until the

delinquency and related charges are paid in full to the Association. At such time, the lessee shall resume paying rent to the unit owner. During the period of time that the lessee is paying his rent to the Association, the unit owner may not evict the lessee for nonpayment of rent. However, if the lessee does not pay the rent to the Association as required herein, the Association shall have the authority to evict the lessee. In such an event, the unit owner shall be obligated to reimburse the Association for the costs and attorneys fees incurred by the Association. Use of common elements, common facilities and other Association property will be suspended to the unit owner or lessee if the unit owner is delinquent more than 90 days in paying a monetary obligation to the association. Rights to use limited common elements to access the unit, utilities, parking spaces or elevators cannot be suspended.

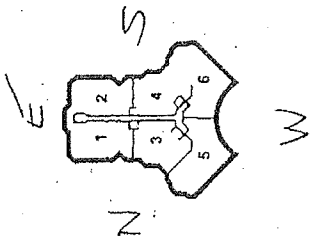
Section 3. Assessments and installments paid on or before thirty (30) days after due date shall not bear interest; but all sums not paid on or before thirty (30) days after due date shall bear interest at the rate of twelve (12%) per cent per annum from due date until paid. All payments on account shall be applied first to interest, if accrued, -and then to the assessment payment first due as provided in Chapter 718, Florida Statutes. The Association, at its option, may enforce collection of delinquent assessment accounts by suit or by foreclosure of the lien securing the assessment, or by any other competent proceeding. In any event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest at the legal rate, late charges and costs of suits, plus reasonable attorney's fees, including but not limited to such fees incurred prior to institution of litigation or in litigation, including trial and appellate review, and bankruptcy or other administrative or judicial proceedings.

Section 4. The Board of Directors shall have the right to include in any approved budget and annual assessment levied against the condominium units for betterments and reserves for replacements and repairs in an amount not to exceed \$50,000.00 in one calendar year.

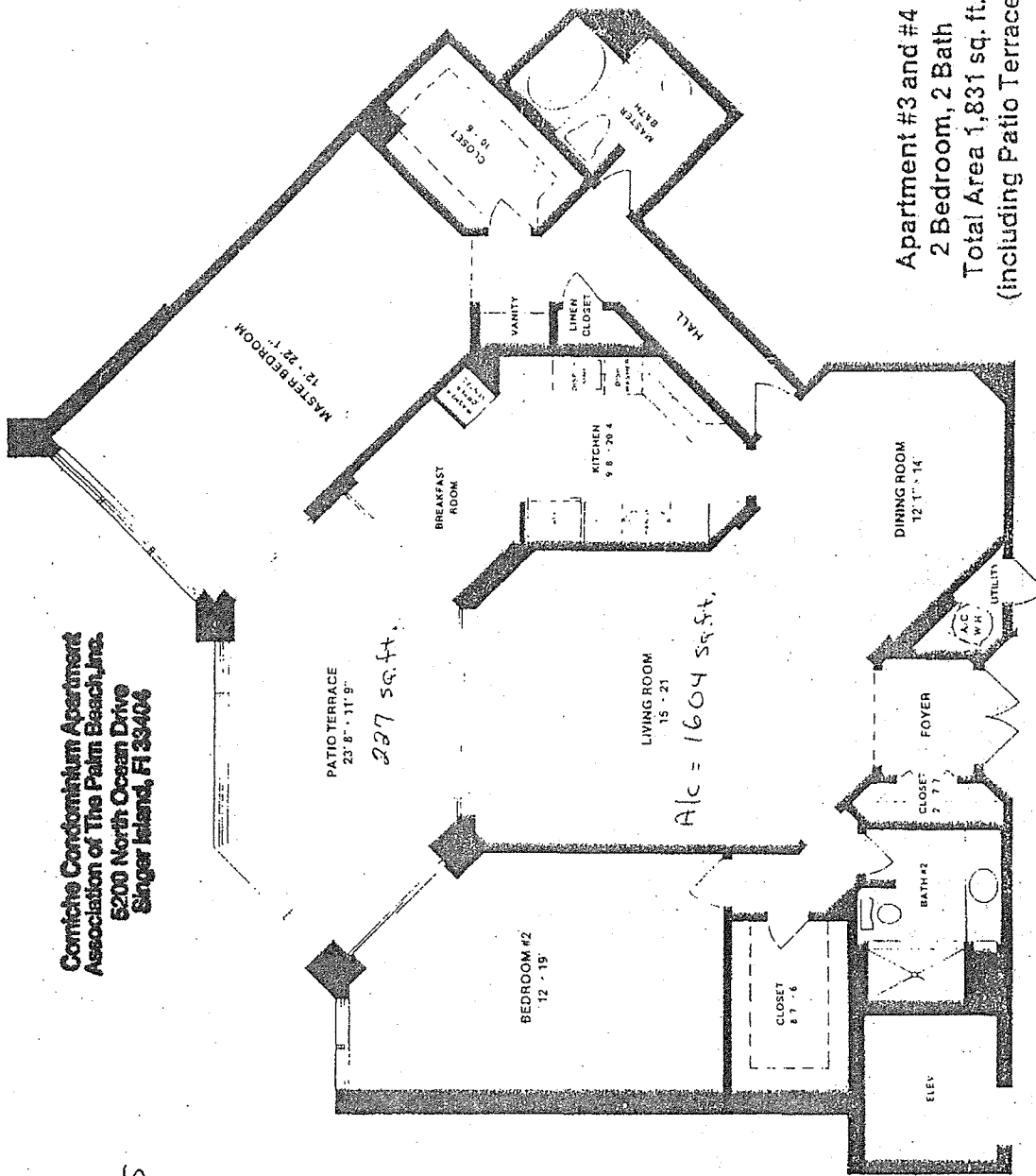


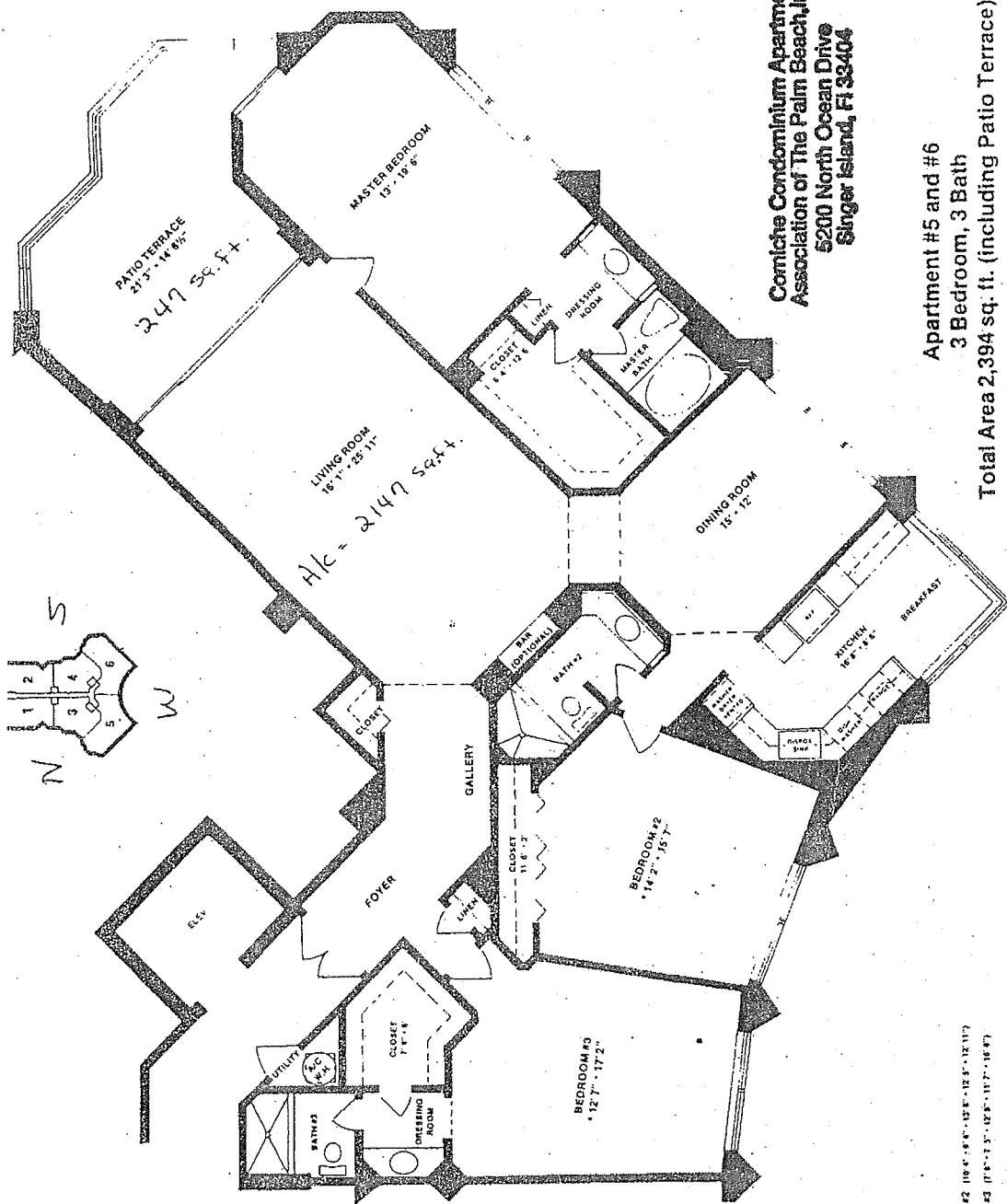
Apartment #1 and #2
2 Bedroom, 2 Bath
Total Area 1,981 sq. ft. (including Patio Terrace)

Corniche Condominium Apartment
Association of The Palm Beach, Inc.
5200 North Ocean Drive
Singer Island, FL 33404



Conchito Condominium Apartment
 Association of The Palm Beach, Inc.
 6200 North Ocean Drive
 Singer Island, FL 33406





Comche Condominium Apartment
 Association of The Palm Beach, Inc.
 5200 North Ocean Drive
 Singer Island, Fl 33404

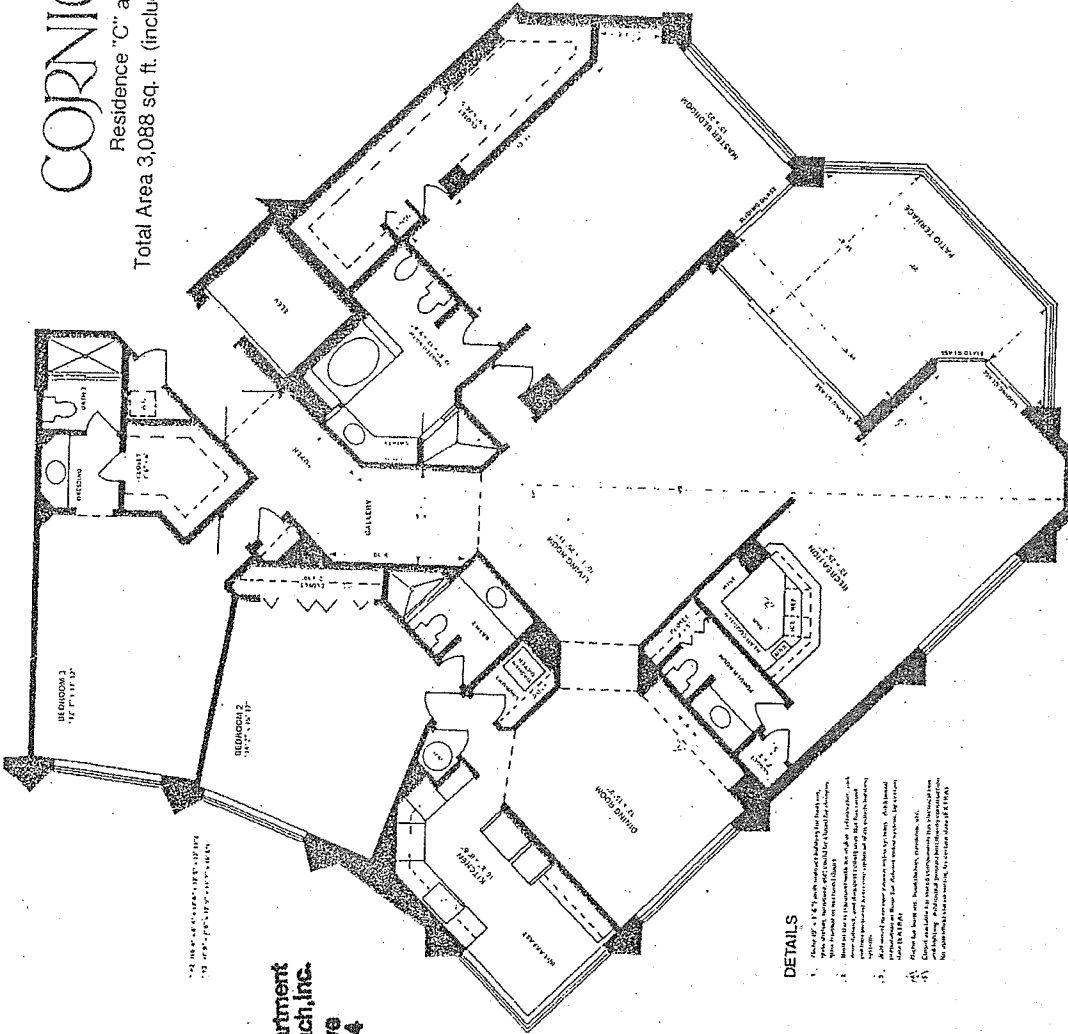
Apartment #5 and #6
 3 Bedroom, 3 Bath
 Total Area 2,394 sq. ft. (including Patio Terrace)

* #2 10'4" x 8'8" x 12'3" x 12'11"7
 * #3 11'8" x 13'5" x 12'5" x 11'7" x 10'4"

CORNICHE

Residence "C" and "D"

Total Area 3,088 sq. ft. (including patio terraces)



DETAILS

1. All work shall be in accordance with the latest edition of the Florida Building Code, and all materials shall be of the highest quality.
2. All work shall be in accordance with the latest edition of the Florida Building Code, and all materials shall be of the highest quality.
3. All work shall be in accordance with the latest edition of the Florida Building Code, and all materials shall be of the highest quality.
4. All work shall be in accordance with the latest edition of the Florida Building Code, and all materials shall be of the highest quality.
5. All work shall be in accordance with the latest edition of the Florida Building Code, and all materials shall be of the highest quality.

**Corniche Condominium Apartment
Association of The Palm Beach, Inc.**
5200 North Ocean Drive
Singer Island, Fl 33404