

THIS INSTRUMENT WAS PREPARED BY
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101 LAKEVIEW BUILDING
NORTH PALM BEACH, FLORIDA

DECLARATION OF CONDOMINIUM

OF

OLD DIXIE CONDOMINIUM WAREHOUSE NO. 1

MADE this 25th day of February, 1982, by JAY HENRY, INC., a Florida corporation, hereinafter called "Developer", for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

ARTICLE I

PURPOSE

The purpose of this Declaration is to submit the lands that are described in this instrument and the improvements thereon to the State of Florida Condominium Statutes 1980, hereinafter called the Condominium Act.

ARTICLE II

NAME AND ADDRESS

The name by which this condominium is to be identified is OLD DIXIE CONDOMINIUM WAREHOUSE NO. 1, and its address is: 1250 Gateway Road, Lake Park, Florida 33403

ARTICLE III

THE LAND

The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are described in Exhibit A attached hereto.

ARTICLE IV

DEFINITIONS

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

A. Unit or commercial unit means unit as defined by the Condominium Act.

B. Unit owner or commercial unit owner means unit as defined by the Condominium Act.

C. Association means OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a non-profit Florida corporation.

D. Common Elements means and shall include the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, as well as the items stated in the Condominium Act.

E. Common Expenses include:

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LAKEVIEW BLDG.
NORTH PALM BEACH

1. Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the commercial units to be maintained by the Association.

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

3. Any valid charge against the condominium property as a whole.

F. Condominium means all of the condominium property as a whole when the context so permits, as well as the meaning stated in the Condominium Act. In the event of any conflict between this Declaration including exhibits and the Condominium Laws of the State of Florida, then said Declaration and Exhibits shall be deemed amended to be in conformity with said laws.

G. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

H. Utility services as used in the Condominium Act and as used in the Declaration and By-Laws shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garbage and sewage disposal.

ARTICLE V

DEVELOPMENT PLAN

The condominium is described and established as follows:

A. Survey. A survey of the land showing the improvements on it is attached as Exhibit 1.

B. Plans. The improvements upon the land are constructed substantially in accordance with the plans and specifications attached hereto and designated Exhibit 1.

C. Amendment of Plans. The Developer reserves the right to change the interior design and arrangement of all units and to alter the boundaries between units, so long as Developer owns the units so altered; provided, however, that no such alteration or alterations shall be made that are or would be in violation of contracts made with prior purchasers.

D. Easements and Party Wall. Such easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, that such easements through a commercial unit shall be only according to the plans and specifications for the building or as the building is constructed, unless approved in writing by the unit owner. Easements, party walls and all other rights are hereby reserved to the Developer in order to construct, sell or rent additional units which can be constructed upon the parcel of land shown on Exhibit 1 and designated "Future". This reservation shall be liberally construed to allow the Developer its successors and assigns to complete additional units upon said property.

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E. Improvements - general description.

1. Commercial building. The condominium includes a commercial building consisting of a first floor with 24 commercial units. The building contains common elements including, but not limited to, stairways, walkways, meters, parking areas, and landscaping.

2. Other improvements. The condominium includes automobile parking areas, walks, grounds and landscaping.

F. Commercial unit boundaries. Each commercial unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

1. Upper boundary - the horizontal plane of the undecorated ceiling.

2. Lower boundary - the horizontal plane of the undecorated floor.

3. Perimetrical boundaries - The perimetrical boundaries of the unit shall be the vertical planes of the undecorated interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

G. Common Elements. The common elements include the land and all other parts of the condominium not within the commercial units and include, but are not limited to, the following: automobile parking areas, storage rooms, janitor's equipment room, stairways, walkways, restrooms, motor rooms, walks, grounds, and landscaping.

ARTICLE VI

THE COMMERCIAL UNITS

The commercial units of the condominium are described more particularly and the rights and obligations of their owners established as follows:

A. Typical unit plans. There are 24 commercial units which are shown on sketches attached hereto as Exhibit 1. Each commercial unit is numbered as shown on said Exhibit 1.

B. Appurtenances to commercial units. The owner of each commercial unit shall own a share and certain interests in the condominium property, which share and interest are appurtenant to his unit and which shall be as shown on Exhibit C. Each owner shall have an undivided share as shown on Exhibit C, including an undivided share in the common surplus and common elements.

C. Liability for common expenses. Each commercial unit owner shall be liable for the proportionate share of the common expenses, such share being the same as the undivided share in the common elements appurtenant to his commercial unit, as shown on Exhibit C.

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D. Parking. The owner of each unit shall be assigned individual automobile parking spaces for himself and customers by the Condominium Association. Said Association shall establish written rules and regulations from time to time which shall regulate the parking and other common elements. No unrightly vehicles shall be kept on the premises by any owner, his guest or employees.

E. No unit owner shall operate or maintain his unit so as to create an extraordinary hazard insurance risk or increase any insurance costs to the Association.

F. No individual signs, logos, refuse containers or other objects shall be placed on or about any unit without the written consent of the Association. Such shall at all times be neat, clean, harmonious and esthetically pleasing.

ARTICLE VII

MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property and restrictions upon its alteration and improvement shall be as follows:

A. Commercial units.

1. By the Association. The Association shall maintain and replace at the Association's expense:

(a) All portions of a commercial unit, except the interior surfaces, contributing to the support of the condominium building, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

2. By the Commercial Unit Owner. The responsibility of the unit owner shall be as follows:

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

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building.

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

3. Alteration and improvement.

Except as elsewhere reserved to a Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit or of the condominium building that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that

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would jeopardize the safety or soundness of the building, or impair any easement; without first obtaining approval in writing of unit owners in whose units such work is to be done and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect or engineer licensed to practice in the State of Florida shall be filed with the Association prior to the start of the work.

B. Common Elements.

1. By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and a common expense.

2. Alteration and improvement. After the completion of the improvements included in the common elements contemplated by this Declaration, there shall be no alteration nor further improvement of the common elements without prior approval in writing by the record owners of all of the commercial units; provided, however, that any alteration or improvement of the common elements bearing the approval in writing of the record owners of not less than 75% of the common elements, and which does not interfere with rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost of such alteration or improvement. The share of any cost not so assessed shall be assessed to the other unit owners in the shares that their shares in the common elements bear to each other. There shall be no change in the shares.

ARTICLE VIII

ASSESSMENTS

The making and collecting of assessments against commercial unit owners for common expenses shall be pursuant to the By-laws and subject to the following provisions.

A. Share of common expenses. Each commercial unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the unit or units owned by him, as shown on Exhibit C.

B. Interest; application of payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall first be applied to interest and then to the assessment payment first due.

C. Lien for assessments. A lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, all pursuant to Chapter 718 of the Florida Statutes.

D. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the commercial unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

E. As soon as Developer has terminated its control of the condominium, Developer shall be liable for the same assessment and the same share of common expenses and common surplus for each commercial unit owned by Developer as the owners of the other units of the condominium and shall be subject to the same penalties for default in any assessment payment.

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Late Fees

F. The developer shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium and terminating not later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs. All pursuant to F.S. 718.116(8)(a).

ARTICLE IX

ASSOCIATION

The operation of the condominium shall be by OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, which shall fulfill its function pursuant to the following provisions:

A. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

B. By-Laws. The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit E.

C. Powers. The Association shall have all of the powers and duties set forth in the Condominium Act, except as limited by this Declaration and the By-Laws, and all of the powers and duties reasonably necessary to operate the condominium as set forth in this Declaration and the By-Laws and as they may be amended from time to time. Provided, however, that the power of the Association to purchase a unit of the condominium shall be limited to purchase at sales, pursuant to any right of first refusal, or in foreclosure of liens for assessments for common expenses, at which sales the Association shall bid no more than the amount secured by its lien. The provision shall not be changed without the unanimous approval of the members of the Association and the joinder of all record owners of mortgages upon the units of the condominium.

D. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other unit owners of other persons.

E. Restraint upon assignment of shares in assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the unit or units owned.

F. Approval or disapproval of matters. Whenever the decision of a unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such unit owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

ARTICLE X

INSURANCE

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

A. Authority to purchase; named insured. All insurance policies upon the condominium property shall be purchased by the

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Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee. Commercial unit owners may obtain coverage at their own expense upon their personal property and for their personal liability.

8. Coverage.

1. Casualty. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against the following:

(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily 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.

2. Public Liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

3. Workmen's compensation insurance to meet the requirements of law.

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

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the commercial unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to a bank in the State of Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal of the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold such proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the commercial unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

1. Common Elements. Proceeds on account of damage to common elements - an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his commercial unit.

2. Commercial units. Proceeds on account of damage to commercial units shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

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(b) When the building is not to be restored - an undivided share of each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to a commercial unit, the share of the unit owner shall be held in trust for the mortgagee and the 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 distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

Expense of the trust. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

2. 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 of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a commercial unit and may be enforced by such mortgagee.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a commercial unit and may be enforced by such mortgagee.

4. Certificate. In making distribution to commercial unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

F. Association as agent. The Association is irrevocably appointed agent for each unit owner and for each owner of a mortgage or other lien upon a commercial 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.

ARTICLE XI

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

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

B. Commercial Building. If the damaged improvement is the commercial building, and if 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 60 days after the casualty it is determined by agreement in the manner elsewhere provided that the condominium shall be

terminated. If the damaged improvement is the commercial building, and if units to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated with agreement as elsewhere provided, unless within 60 days after the casualty the owners of 75% of the common elements agree in writing to such reconstruction or repair.

C. Certificate. The Insurance Trustee 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.

D. 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; or, if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is the building, by the owners of not less than 75% of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

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

F. Estimates of costs. Immediately after a determination is made 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.

G. 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 costs of reconstruction and repair are insufficient, assessments shall be made against the commercial unit owners who own the damaged units and against all 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 unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to the common elements shall be in proportion to the owner's share of the common elements.

H. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds shall be disbursed in payment of such costs in the following manner:

1. Association. If the total of assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collection of assessments against 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:

(a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee that 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 provided for the reconstruction and repair of major damage.

(b) Association - major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$5,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

(c) Commercial unit owners. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a unit owner shall be paid by the Insurance Trustee to the unit owner, or if there is a mortgage endorsement as to the commercial unit, then to the unit owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

(e) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether or not sums paid by the commercial unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursement is to be made from the construction fund nor to determine the payee or the amount to be paid. Instead the Insurance Trustee 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, however, that when a mortgagee is required in this instrument to be named as payee; the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE XII

USE RESTRICTIONS

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

A. Commercial units. The use of which each commercial unit shall be put shall be the use stated in the Purchase and Sale Contract executed by the unit owner at the time he purchases his unit. Provided, however, that the use of each and every commercial unit shall be subject to all use restrictions and limitations running with the land, and shall not be in conflict with, nor in violation of, any present or future zoning ordinance or ordinances of the County of Palm Beach, Florida.

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B. Common elements. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the use and enjoyment of the commercial unit owners, their business invitees and guests.

C. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to other unit owners or which interfere with the peaceful possession and proper use of the property by other unit owners. All parts of the condominium property shall be kept in a clean and sanitary condition and no rubbish, refuse, trash or garbage allowed to accumulate nor any fire hazard allowed to exist. No owner shall permit any use of his unit or make use of the common elements that will increase the cost of insurance upon the condominium property.

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

E. Leasing. After approval by the Association elsewhere required, entire commercial units may be rented, provided the occupancy is by the lessee only. No approval by the Association shall be necessary for the sale, re-sale, or lease of any unit owned by the Developer.

F. Regulations. Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and amendments shall be furnished by the Association to all commercial unit owners upon request.

G. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the commercial units, neither the unit owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the commercial units. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a sales office, the showing of the property, and the display of signs. The Developer shall have the right to modify, alter or change the exterior or interior of any unit without the consent of any party until said unit shall be conveyed to a grantee.

ARTICLE XIII

MAINTENANCE OF COMMUNITY INTERESTS

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

A. Transfers subject to approval.

1. Sale. No commercial unit owner may dispose of a unit, or any interest therein by sale without approval of the Association.

2. Lease. No commercial unit owner may dispose of a unit, or any interest therein, by lease without approval of the Association.

3. Gift, devise or inheritance. If any commercial unit owner shall acquire his title by gift, devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

4. Other Transfers. If any commercial unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his commercial unit shall be subject to the approval of the Association.

B. Approval of the Association. The approval of the Association that is required for the transfer of ownership of commercial units shall be obtained in the following manner:

1. Notice to Association.

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

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

(c) Gift, devise or inheritance; other transfers. A commercial unit owner who has obtained his title by gift, devise or inheritance or by any other manner not previously considered, shall give to the Association written notice of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

2. Certificate of approval.

(a) Sale. If the proposed transaction is a sale, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an executive officer of the Association which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(b) Lease. If the proposed transaction is a lease, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an executive officer of the Association in recordable form, which, at the election of the Association shall be delivered to the lessee or

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shall be recorded in the public records of Palm Beach County, Florida, at the expense of the lessee.

(c) Gift, devise or inheritance; other transfers.

If the commercial unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner other than by purchase, then within 30 days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of such unit. If approved, the approval shall be stated in a certificate executed by an executive officer of the Association, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a commercial unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the unit owner shall so demand, then within 30 days after receipt of such notice and information the Association shall deliver or mail by registered mail to the unit owner an agreement to purchase the commercial unit by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

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

(b) The purchase price shall be paid in cash.

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

(d) A certificate of the Association executed by an executive officer of the Association and approving the purchase shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

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

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

3. Gifts, devise or inheritance; other transfers. If the commercial unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner not considered herein, then within 30 days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver

B3681 P1066

or mail by registered mail to the unit owner an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the unit owner must sell the unit upon the following terms:

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

(b) The purchase price shall be paid in cash.

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

(d) A certificate of the Association executed by an executive officer and approving the purchaser shall be recorded in the public records of Palm Beach County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the public records of Palm Beach County, Florida, at the expense of the unit owner.

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

E. Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transaction whereby title to a commercial unit is transferred to or purchased by a bank, life insurance company or savings and loan association that acquires its title as the result of owning a mortgage upon the commercial unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association that so acquires its title. Neither shall such provisions apply in requiring the approval of a purchaser who acquires the title to a commercial unit at a duly advertised public sale with open bidding provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

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

ARTICLE XIV

COMPLIANCE AND DEFAULT

Each commercial unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation, and By-Laws, and with the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a commercial unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. A commercial unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any invitee, guest, employee, agent or lessee, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by the use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

B. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration, Articles of Incorporation or By-Laws of the Association, or of the Regulations adopted pursuant to them, and the documents and Regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. No waiver of rights. The failure of the Association or of any unit owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XV

AMENDMENT

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended according to the provisions of the Articles of Incorporation and the By-Laws of the Association.

A. Proviso. Provided, however, that no amendment shall discriminate against any commercial unit owner nor against any unit or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the unit concerned and all record owners of mortgages upon such unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment.

B. Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Palm Beach County, Florida.

ARTICLE XVI

TERMINATION

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

A. Destruction. If it is determined in the manner elsewhere provided that the condominium building shall not be reconstructed because of major damages, the condominium plan of ownership will be terminated without agreement.

B. Agreement. The condominium may be terminated at any time by the approval in writing of all record owners of commercial units and all record owners of mortgages on commercial units. If the proposed termination is submitted to a meeting of the members of the Association the notice of the meeting giving notice of the proposed termination, and if the approval of the owners of not less than 80% of the common elements, and the approval of the owners of all mortgages upon the units, are obtained in writing not later than 30 days after

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the date of such meeting, then the approving owners shall have an option to buy all of the units of the other owners for the period ending on the 60th day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

1. Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record owners of commercial units to be purchased an agreement to purchase signed by the record owners of units who will participate in the purchase. Such agreement shall indicate which units will be purchased by each participating owner and shall require the purchase of all units owned by owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each unit shall be the fair market value determined by agreement between the seller and the purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit to be purchased; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of such arbitration shall be paid by the buyer.

3. Payment. The purchase price shall be paid in cash.

4. Closing. The sale shall be closed within 10 days following the determination of the sale price.

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

D. Shares of owners after termination. After termination of the condominium the unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to the termination.

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


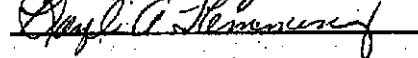
ARTICLE XVII

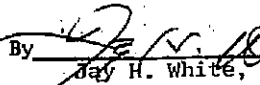
SEVERABILITY AND CONCLUSION

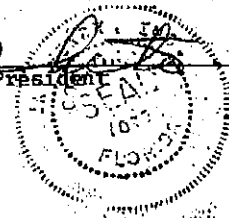
The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and/or Regulations of the Association shall not affect the validity of the remaining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

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

Signed, sealed and delivered in the presence of: JAY HENRY, INC., a Florida corporation

By 
Jay H. White, President



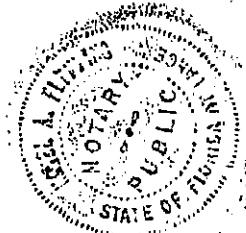
STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss

Before me, the undersigned authority, personally appeared JAY N. WHITE, well known to me to be the President of JAY HENRY, INC., a Florida corporation, and known to me to be the person who executed the above Declaration of Condominium, and he acknowledged that he executed the same for the purposes and uses therein expressed.

IN WITNESS, my hand and official seal at Palm Beach County, Florida, this 2nd day of February, 1982.

Devel A Henry
Notary Public

My Commission Expires: 5/2/82



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EXHIBIT "A"

PARCEL 1

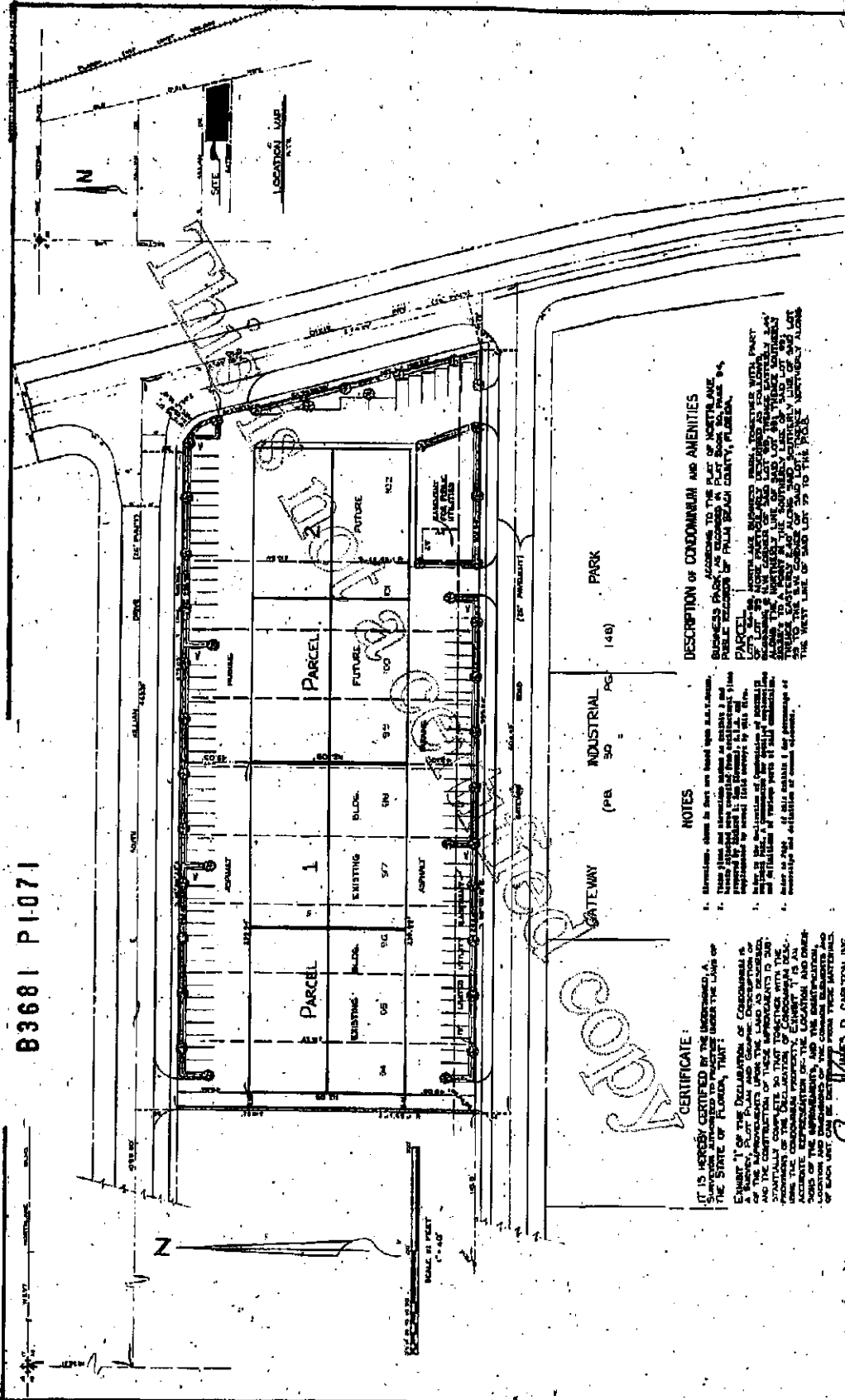
Lots 94 through 98, NORTHLAKE BUSINESS PARK, as recorded in Plat Book 30, page 94, Public Records of Palm Beach County, Florida, together with part of Lot 99 more particularly described as follows:

Beginning at the Northwest Corner of said Lot 99, thence Easterly 2.45' along the Northerly line of said Lot 99; thence Southerly 210.22' to a point in the Southerly line of said Lot 99; thence Easterly 2.40' along said Southerly line of said Lot 99 to the Southwest corner of said Lot; thence Northerly along the west line of said Lot 99 to the Point of Beginning.

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DESCRIPTION OF CONDOMINIUM AND AMENITIES
 ACCORDING TO THE PLAN OF NORTH PLANE
 BUSINESS PARK, PARCEL 148, AS
 PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 148
 THIS PARCEL IS BOUND BY THE WEST LINE OF PARCEL 147 TO THE WEST, THE WEST LINE OF PARCEL 149 TO THE EAST, THE WEST LINE OF PARCEL 150 TO THE SOUTH, AND THE WEST LINE OF PARCEL 151 TO THE NORTH. THE WEST LINE OF PARCEL 148 IS 75 FEET TO THE WEST LINE OF PARCEL 147.

NOTES

1. Dimensions shown in feet are based upon S.A.T. measurements.
2. Areas shown are approximate and are subject to the final survey by a licensed professional surveyor.
3. This is the declaration of Condominium of Parcel 148, as shown on the attached plan, and the construction of the same shall be in accordance with the provisions of the Declaration of Condominium of Parcel 148, as shown on the attached plan.
4. The area shown is the location and description of each unit, and the location and description of each unit shall be determined from the Declaration of Condominium of Parcel 148, as shown on the attached plan.

CERTIFICATE:
 IT IS HEREBY CERTIFIED BY THE UNDERSIGNED A
 SURVEYOR ATTACHED TO PARCEL 148 UNDER THE LAWS OF
 THE STATE OF FLORIDA, THAT:

EXHIBIT 1 OF THE DECLARATION OF CONDOMINIUM OF
 PARCEL 148, AS SHOWN ON THE ATTACHED PLAN, IS
 A TRUE AND CORRECT COPY OF THE ORIGINAL
 AND THE CONSTRUCTION OF THE SAME SHALL BE IN
 ACCORDANCE WITH THE PROVISIONS OF THE
 DECLARATION OF CONDOMINIUM OF PARCEL 148, AS
 SHOWN ON THE ATTACHED PLAN.

ACCURATE REPRESENTATION OF THE LOCATION AND DESCRIPTION
 OF EACH UNIT, AND THE LOCATION AND DESCRIPTION
 OF EACH UNIT SHALL BE DETERMINED FROM THE
 DECLARATION OF CONDOMINIUM OF PARCEL 148, AS
 SHOWN ON THE ATTACHED PLAN.

James D. Carlton, Inc.
 JAMES D. CARLTON, INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 4115 W. PALM BEACH BLVD. WEST PALM BEACH, FLORIDA 33411
 561-8111

SURVEY & PLOT PLAN

EXHIBIT 1.2
 PAGE 2 OF 2

EXHIBIT 1.2 SURVEYOR'S PLAN DECLARATION OF CONDOMINIUM OF PARCEL 148 QLD DIVE CONDOMINIUM WAREHOUSE No. 1 LAKE PARK/PALM BEACH CO., FLORIDA 81-30	
JAMES D. CARLTON, INC. CONSULTING ENGINEERS AND LAND SURVEYORS 4115 W. PALM BEACH BLVD. WEST PALM BEACH, FLORIDA 33411 561-8111	
DATE: 7/20/00 TIME: 10:00 AM SURVEYOR: JAMES D. CARLTON, INC. PROJECT NO.: 745	SURVEYOR'S SIGNATURE: <i>James D. Carlton</i> TITLE: SURVEYOR STATE OF FLORIDA

EXHIBIT "C"

The following are the undivided shares in the land, common elements and common surplus, which are appurtenant to each condominium unit:

<u>DWELLING UNIT NUMBER</u>	<u>PERCENTAGE EACH</u>
101	4.17
102	4.17
103	4.17
104	4.17
105	4.17
106	4.16
107	4.17
108	4.16
109	4.17
110	4.17
111	4.17
112	4.13
201	4.18
202	4.17
203	4.17
204	4.17
205	4.18
206	4.17
207	4.18
208	4.17
209	4.16
210	4.17
211	4.17
212	4.13

100%

This is not a certified copy

Jennifer Patton
PLS # 707
2/6/22

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EXHIBIT "D"

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 3, 1979, as shown by the records of this office.

The charter number for this corporation is 747051.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 8th day of May, 1979.

[Signature]
Secretary of State



CER 101
12-78

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FILED

MAY 23 11 41 AM '78
CLERK OF DISTRICT COURT
STATE OF FLORIDA
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION

OF

OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.
(a non-profit corporation)

The undersigned by these Articles associate themselves for the purpose of forming a corporation not for profit under the Laws of the State of Florida and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC. - For convenience the corporation shall be referred to in this instrument as the Association.

ARTICLE II

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 1978, for the operation of OLD DIXIE CONDOMINIUM WAREHOUSE NO. 1, located upon the property described in Exhibit A attached hereto. This association shall have the right to manage more than one condominium constructed on said property.

The Association shall make no distributions of income to its members, directors or officers.

ARTICLE III

POWERS

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

A. The Association shall have all of the common-law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Condominium Act except as limited by these Articles

83881 P1075

and the Declaration of Condominium, and all of the powers and duties that are reasonably necessary to operate the condominium pursuant to the Declaration and as it may be amended from time to time, including but not limited to the following:

1. To make and collect assessments against members as commercial unit owners to defray the costs, expenses and losses of the condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property.
4. The purchase of insurance upon the condominium property and insurance for the protection of the association and its members as commercial unit owners.
5. The reconstruction of improvements after casualty and the further improvement of the property.
6. To make and amend reasonable regulations regarding the use of the property in the condominium; provided, however, that all such regulations and their amendments shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.
7. To approve or disapprove the transfer, mortgage and ownership of commercial units as may be provided by the Declaration of Condominium and the By-Laws of the Association.
8. To enforce by legal means the provisions of the Condominium Act, the Declaration of Condominium, these Articles, the By-Laws of the Association and the Regulations for the use of the property of the condominium.
9. To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.
10. To employ personnel to perform the services required for proper operation of the condominium.

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C. All funds and the titles of all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the By-Laws.

D. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the By-Laws.

ARTICLE IV

MEMBERS

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

A. After receiving approval of the Association required by the Declaration of Condominium, change of membership in the Association shall be established by recording in the public records of Palm Beach County, Florida, a deed or other instrument establishing a record title to a commercial unit in the condominium and the delivery to the Association of a certified copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

B. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his commercial unit.

C. The owner of each commercial unit shall be entitled to at least one vote as a member of the Association. The exact number of votes to be cast by owners of commercial units and the manner of exercising voting rights, shall be determined by the By-Laws of the Association.

ARTICLE V

DIRECTORS

A. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the By-Laws, but shall not be less than three. In the absence of such determination, the board shall consist of five directors. Directors need not be members of the Association.

B3681 P1077

B. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. The first election of directors shall not be held until after the developer has closed the sales of all of the commercial units of the condominium, or until developer elects to terminate its control of the condominium, or until after the 1 day of Jan, 1983 whichever occurs first. The directors named in these Articles shall serve until the first election of directors and any vacancies in their number occurring before the first election shall be filled by the remaining directors.

D. The names and addresses of the members of the first board of directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Jay H. White	336 Golfview Road North Palm Beach, Florida
Eugene F. Bie	513 No. Federal Highway North Palm Beach, Florida
Hazel A. Flemming	733 Teal Way North Palm Beach, Florida

ARTICLE VI

OFFICERS

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

President	Jay H. White	336 Golfview Road North Palm Beach, Florida
Vice-President	Hazel A. Flemming	733 Teal Way North Palm Beach, Fla.
Secretary	Eugene F. Bie	513 No. Federal Highway North Palm Beach, Fla.

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ARTICLE VII

INDEMNIFICATION

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

ARTICLE VIII

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a vote of approval of 75% of the entire membership.

ARTICLE IX

AMENDMENTS

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

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

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

83681 P1079

1. Such approvals must be by not less than 75% of the votes of the entire membership of the board of directors and by not less than 75% of the votes of the entire membership of the Association; or

2. By not less than 80% of the votes of its entire membership of the Association.

C. Provided, however, that no amendment shall make any changes in the qualification for membership nor the voting rights of members without approval in writing by all members and the joinder of all record owners of mortgages upon the condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium.

D. A copy of each amendment shall be certified by the Secretary of State and be recorded in the public records of Palm Beach County, Florida.

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Jay H. White	336 Golfview Road North Palm Beach, Florida
Eugene F. Bie	513 No. Federal Highway North Palm Beach, Florida
Hazel A. Flemming	733 Teal Way North Palm Beach, Florida

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 27 day of April, A.D., 1979

Jay H. White (SEAL)
Jay H. White

Eugene F. Bie (SEAL)
Eugene F. Bie

Hazel A. Flemming (SEAL)
Hazel A. Flemming

B3681 P1080

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

Before me the undersigned authority, personally appeared
JAY H. WHITE, EUGENE F. BIE and HAZEL A. FLEMING, well known to me
to be the persons who executed the above and foregoing Articles of
Incorporation, and they acknowledged that they executed the same for
the purposes and uses expressed therein.

WITNESS my hand and official seal this 27th day of
April, 1979.

Cheryl A. Curtis
Notary Public, State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires May 15, 1981

A certified copy

B3681 P1081

EXHIBIT "A"

Lots 94 through 102, both inclusive, NORTHLAKE BUSINESS PARK,
according to the plat thereof on file in the office of the Clerk
of the Circuit Court in and for Palm Beach County, Florida, in
Plat Book 30, pages 93 and 94.

This is not a certified copy

B3681 P1082

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING 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 OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC. a non-profit corporation 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 North Palm Beach County of Palm Beach, State of Florida has named JAY H. WHITE located at 336 Golfview Road (Street address and number of building, Post Office Box address not acceptable) City of North Palm Beach County of Palm Beach 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 Jay H. White
Jay H. White
(Resident Agent)

B3681 P1009

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

COMES NOW the undersigned, JAY H. WHITE, EUGENE F. BIE, and HAZEL A. FLEMING, all of the directors of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a non-profit Florida corporation, and do after first being duly sworn, state that the 24 unit condominium known as Old Dixie Condominium Warehouse No. 1 is located upon the following described property:

Parcel 1

Lots 94 through 98, NORTHLAKE BUSINESS PARK, as recorded in Plat Book 30, page 94, Public Records of Palm Beach County, Florida, together with part of Lot 99 more particularly described as follows:

Beginning at the Northwest corner of said Lot 99, thence Easterly 2.45' along the Northerly line of said Lot 99; thence Southerly 210.22'± to a point in the Southerly line of said Lot 99; thence Easterly 2.40' along said Southerly line of said Lot 99 to the Southwest corner of said Lot; thence Northerly along the west line of said Lot 99 to the Point of Beginning.

Further, all of the property described as Lots 94 through 102, both inclusive, Northlake Business Park, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida in Plat Book 30, pages 93-94, was not necessary to be used for said condominium and the property described in the Condominium Declaration and also further described in the above paragraph is the true and correct legal description of said condominium.

Jay H. White

Jay H. White
Eugene F. Bie

Eugene F. Bie
Hazel A. Fleming

Hazel A. Fleming

SWORN TO and subscribed before me
this 25th day of February, 1982.

David A. Curtis

NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 1 1985
BUNDLED THRU GENERAL INS. UNDERWRITERS

B3681 P1084

EXHIBIT "E"

BY-LAWS

OF

OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.

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

ARTICLE I

IDENTITY

These are the By-Laws of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida. Hereinafter called the Association, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 8th day of May, 1979. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes 1978, called the Condominium Act in these By-Laws, which condominium is identified by the name OLD DIXIE CONDOMINIUM WAREHOUSE NO. 1 a Condominium, and is located upon the property described on Exhibit "A" attached hereto.

A. The office of the Association shall be at 1250 Gateway Road, Lake Park, Florida 33403.

B. The fiscal year of the Association shall be the calendar year, or as shall be determined from time to time by the Board of Directors.

C. The seal of the corporation shall bear the name of the corporation, the word "Florida" and the words "Corporation not for profit", and the year of incorporation.

ARTICLE II

MEMBERS' MEETINGS

A. The annual members' meeting shall be held at the office of the corporation at 8:00 PM, on the first Monday in November of each year, for the purpose of electing directors and transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

B. Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

C. Notice of all members' meetings stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

83881 P1085

D

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

E. Voting

1. In any meeting of members the owners of commercial units shall be entitled to cast the number of votes indicated as follows. The owner of each unit, shall be entitled to cast one vote for each commercial unit owned by the voter.

2. If a commercial unit is owned by one person his right to vote shall be established by the record title to his unit. If a commercial unit is owned by more than one person or by a corporation, or is under lease, the person entitled to cast the vote or votes for that unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the secretary of the Association, or designated by a certificate signed by the president or vice president, and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the commercial unit concerned. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum nor for any other purposes.

3. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting.

4. Adjourned meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

5. The order of business at annual members' meetings, and as far as is practical at other members' meetings, shall be as follows:

- a. Election of Chairman
- b. Calling of 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 election inspectors
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

ARTICLE III

DIRECTORS

A. Membership. The affairs of the Association shall be managed by a board of not less than three nor more than seven directors, the exact number to be determined at the time of election.

B. Election of directors shall be conducted in the following manner:

1. Election of directors shall be held at the annual members' meeting.

B3681 P1066

2. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than five (5) days prior to the annual members' meeting. The committee shall nominate one (1) person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

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

4. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

5. Any director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

C. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

D. The organization meeting by newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected and no further notice of the organization meeting shall be necessary.

E. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

F. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Not less than fourteen (14) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

G. Waiver of notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

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

I. Adjourned meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

B3681 P1087

J. Joinder in meeting by approval of minutes. The Joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

K. The presiding officer of directors' meetings shall be the President, or in his absence the Vice President. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

L. Directors' fees, if any, shall be determined by the majority vote of the members.

M. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, and the Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by commercial unit owners when such is specifically required.

ARTICLE IV

OFFICERS

A. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or the Assistant Secretary. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the members from time to time as he deems necessary and appropriate, to assist in the conduct of the affairs of the Association.

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

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

E. The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office of treasurer.

F. The compensation, if any, of all officers and employees of the Association shall be fixed by the directors. The provision that

B3681 P1008

directors' fees shall be determined by members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the condominium. The directors shall be authorized to employ such persons, firms or corporations it shall deem necessary to perform managerial or professional services.

ARTICLE V

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation may be supplemented by the following provisions:

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

1. Current expenses, 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 each year shall be applied to reduce the assessments for current expenses for the succeeding year.

2. Reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually.

3. Reserve for replacement, which shall include funds for maintenance items that occur less frequently than annually.

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

5. Operations, which shall include the gross revenues from the use of the common elements. Only the additional direct expenses required by the revenue-producing operations, if any, will be charged to this account, and any surplus from such operation shall be used to reduce the assessments for current expense in the year following the year in which the surplus is realized. Losses from operations shall be met by special assessments against commercial unit owners, which assessments may be made in advance in order to provide a working fund.

B. Budget. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

C. Assessments. Assessments against the commercial unit owners for their shares of the items of the budget shall be made for the calendar year annually in advance for the year for which the assessments are made. Such assessments shall be due in two equal installments on the first day of January and the first day of July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the last prior assessment and semi-annual installments on such assessment shall be due upon each installment payment date until an amended assessment is made. Assessments may be made monthly or quarterly as established from time to time by the Director.

B3681 P1089

1. Acceleration of assessment installments upon default.

If a commercial unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

2. Assessments for emergencies. Assessments for common expenses or emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the unit owners concerned, the assessment shall become effective, and it shall be due after 30 days written notice in such manner as the Board of Directors may require in the notice of assessment.

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

4. An audit of the accounts of the Association shall be made annually, and a copy of the audit report shall be furnished to each member, and to any holder of a mortgage upon the condominium property or upon any commercial unit, not later than April 1 of the year following the year for which the audit is made.

D. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be not less than one-half of the amount of the total annual assessments against members of the Association for common expenses. The premiums on such bonds shall be paid by the Association. The directors are authorized to purchase such directors and officers liability insurance policies as they shall from time to time deem advisable. The premium shall be paid by the Association.

ARTICLE VI

PARLIAMENTARY RULES

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

ARTICLE VII

AMENDMENTS

Except as elsewhere provided, these By-Laws, the Articles of Incorporation, and the Declaration of Condominium may be amended in the following manner:

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

B. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by

B3681 P1090

1. not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the Association; or

2. not less than 80% of the votes of the entire membership of the Association; or

3. until the first election of directors, by all of the members of the Board of Directors.

C. An amendment to the Articles of Incorporation shall be filed with the Secretary of State, State of Florida, immediately after its adoption and shall not become effective until it has been so filed.

D. An amendment to the Declaration of Condominium shall be recorded in the Public Records of Palm Beach County, Florida, immediately after its adoption; and shall not become effective until it has been so recorded.

The foregoing were adopted as the By-Laws of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 25th day of February, 1982.

J. H. White
President

Attest [Signature]
Secretary



FILED
Not a Certified Copy

83001 P1001

EXHIBIT "A"

PARCEL 1

Lots 94 through 98, NORTHLAKE BUSINESS PARK, as recorded in Plat Book 30, page 94, Public Records of Palm Beach County, Florida, together with part of Lot 99 more particularly described as follows:

Beginning at the Northwest Corner of said Lot 99, thence Easterly 2.45' along the Northerly line of said Lot 99; thence Southerly 210.22' to a point in the Southerly line of said Lot 99; thence Easterly 2.40' along said Southerly line of said Lot 99 to the Southwest corner of said Lot; thence Northerly along the west line of said Lot 99 to the Point of Beginning.

B3681 P1082

Record Verified
Palm Beach County, Fla.
John B. Dunkin
Clerk Circuit Court



FILE NUM 20050704863 OR BOOK/PAGE 18534/0793 DATE: 11/15/2005 14:01:19 Pgs 0793 - 799 (4pgs)
Sharon R. Beck, CLERK & COMPTROLLER

CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF CONDOMINIUM
OF THE OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.

WE, HEIDI LONG, the President and HENRY LUMB, the Secretary of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., do hereby certify that the attached writing is a true and correct copy of the Resolutions amending the Declaration of condominium of the Old Dixie Condominium Warehouse, Inc. recorded in Official Record Book 3881 Page 1053 of the Public Records of Palm Beach County, Florida., as may be amended from time to time, which Resolution was duly proposed and approved in writing by the Declarant as defined in the Declaration and, further, that Owners who are entitled to Vote, have joined in the execution of the Amendment, Pursuant to Article IV, Section C, of the Articles of Incorporation.

Dated this 4 day of November, 2005

Signed, Sealed and Delivered

OLD DIXIE CONDOMINIUM
WAREHOUSE ASSOCIATION, INC.

In the Presence of:

Jessica Wakefield

First Witness-Sign Name

Jessica Wakefield

First Witness-Print Name

Lynne Hagibes

Second Witness-Sign Name

LYNNE HAGIBES

Second Witness-Print Name

By: [Signature]
Heidi Long, President

By: [Signature]
Henry Lumb

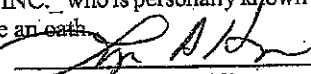
Not a Certified Copy

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 4 day of November, 2005 by Heidi Long,
as President of OLD DIXIE CONDOMINIUM WAREHOUSE, INC., who is personally known to me or who has produced
Florida Drivers License as identification and who did take an oath.



Lynne A Hagibee
My Commission DD118377
Expires June 1, 2008

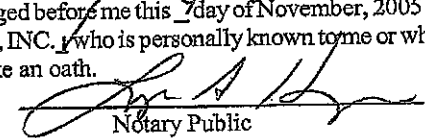

Notary Public
Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 7 day of November, 2005 by Henry Lumb
as Secretary of OLD DIXIE CONDOMINIUM WAREHOUSE, INC., who is personally known to me or who has produced
_____ as identification and who did take an oath.



Lynne A Hagibee
My Commission DD118377
Expires June 1, 2008


Notary Public
Commission Expires:

CORPORATE RESOLUTIONS OF THE SPECIAL MEETINGS OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS
FOR
OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.

WHEREAS, a meeting of the Board of Directors of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION was held at Lake Park, Florida on August 18, 2005, for the purpose of considering certain amendments to the governing documents of the Association. A meeting of the Unit Owners was then held at Lake Park, Florida on September 12, 2005. Proper Notice was given to all Unit Owners and Directors which included the text of the proposed Amendments.

RESOLUTION 1

WHEREAS, the Board of Directors and the Unit Owners of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION wish to change Article XV of the Declaration of Condominium relating to Amendments, and now;

THEREFORE, be it resolved that Article XV, Section A of the Declaration of Condominium be amended to read:

A. Proviso. Provided, however, that no amendment shall discriminate against any commercial unit owner nor against any unit or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the unit concerned shall join in the execution of the amendment.

This Resolution was passed unanimously by six Directors and 23 Unit Owners.

RESOLUTION 2


WHEREAS, the Board of Directors and the Unit Owners of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION wish to change the By-Law requirement for an annual audit to a provisional annual audit if requested by a majority of the Unit Owners, now;

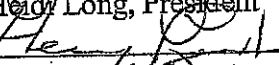
THEREFORE, be it resolved that Article V, Section 4 of the By-Laws be amended to read:

"An audit of the accounts of the Association shall be made at the end of the calendar year if requested by vote or written request by a majority of the unit owners. A copy of the audit report shall be furnished to each member, not later than three months after the vote or sufficient written requests are presented to the Association."

This resolution was passed, five Directors for and 1 Director against, 20 Unit Owners voting for and three voting against the resolution.

Dated this 9 day of November, 2005


Heidi Long, President


Henry Lumb, Secretary

Name

Address:

CFN 20060010154
OR BK 19764 PG 0396
RECORDED 01/06/2006 10:28:56
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0396 - 400; (5pgs)

This is a true and correct copy

SECOND CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF CONDOMINIUM
OF THE OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.

WE, HEIDI LONG, the President and HENRY LUMB, the Secretary of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., do hereby certify that the attached writing is a true and correct copy of the Resolutions amending the Declaration of Condominium of the Old Dixie Condominium Warehouse, Inc. recorded in Official Record Book 3881 Page 1053 of the Public Records of Palm Beach County, Florida., as may be amended from time to time, which Resolution was duly proposed and approved in writing by the Declarant as defined in the Declaration and, further, that Owners who are entitled to vote, have joined in the execution of the Amendment, Pursuant to Article IV, Section C., of the Articles of Incorporation.

Dated this 30 day of December, 2005

Signed, Sealed and Delivered

OLD DIXIE CONDOMINIUM
WAREHOUSE ASSOCIATION, INC.

In the Presence of:

Jessica Wakefield
First Witness-Sign Name

Jessica Wakefield
First Witness-Print Name

L. Wesley Nichols
Second Witness-Sign Name

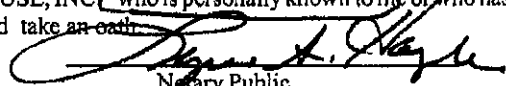
L. Wesley Nichols
Second Witness-Print Name

By: [Signature]
Heidi Long, President

By: [Signature]
Henry Lumb, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of December, 2005 by Heidi Long, as President of OLD DIXIE CONDOMINIUM WAREHOUSE, INC. who is personally known to me or who has produced _____ as identification and who did take an oath.



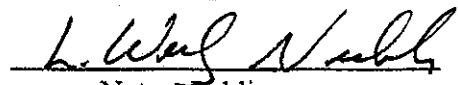
Notary Public
Commission Expires:



Lynne A Hagibes
My Commission DD118877
Expires June 1, 2008

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 15th day of December, 2005 by Henry Lumb as Secretary of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC. who is personally known to me or who has produced N/A as identification and who did take an oath.



Notary Public
Commission Expires:



Leiland Wesley Nichols II
My Commission DD084811
Expires February 23, 2008

Notarized Certified Copy

(a) Loss or-damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily 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.

Public Liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

3. Workmen's compensation insurance to meet the requirements of law.

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

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance. All insurance policies purchased by the Association shall be for the benefit of the Association and the commercial unit owners as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association.. The duty of the Association shall be to receive such proceeds as are paid and hold such proceeds for the purposes elsewhere stated in this instrument and for the benefit of the commercial unit owners in the following shares.

1. Common Elements. Proceeds on account of damage to common elements-an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his commercial unit.

2. Commercial units. Proceeds on account of damage to commercial units shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(b) When the building is not to be restored-an undivided share of each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to a commercial unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided that the Association has been given written express

notice (and not constructive notice) of mortgagee's interest in any distribution of proceeds that would otherwise be made to a unit owner, further 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 distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expenses. All expenses of the Association shall be paid first or provisions made for such payment

2. 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 of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. Any payment to or for the benefit of any mortgagee is conditional upon mortgagee having given written express notice (and not constructive notice) of mortgagee's interest in any such distribution of proceeds.

4. Certificate. In making distribution to commercial unit owners and their mortgagees, the Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

F. Association as agent. The Association is irrevocably appointed agent for each unit owner 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 claim.

This Resolution was passed by 5 Directors for and 1 against and 20 Unit Owners for and 3 against.

Dated this 30 day of December, 2005


Chairman of the Board


President


Secretary

Name

Address:

CFN 20060010154
OR BK 19764 PG 0396
RECORDED 01/06/2006 10:28:56
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0396 - 400; (5pgs)

This Document Certified

SECOND CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF CONDOMINIUM
OF THE OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.

WE, HEIDI LONC, the President and HENRY LUMB, the Secretary of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., do hereby certify that the attached writing is a true and correct copy of the Resolutions amending the Declaration of Condominium of the Old Dixie Condominium Warehouse, Inc. recorded in Official Record Book 3881 Page 1053 of the Public Records of Palm Beach County, Florida., as may be amended from time to time, which Resolution was duly proposed and approved in writing by the Declarant as defined in the Declaration and, further, that Owners who are entitled to Vote, have joined in the execution of the Amendment, Pursuant to Article IV, Section C., of the Articles of Incorporation.

Dated this 30 day of December, 2005

Signed, Sealed and Delivered

OLD DIXIE CONDOMINIUM
WAREHOUSE ASSOCIATION, INC.

In the Presence of:

By: [Signature]
Heidi Long, President

Jessica Wakefield
First Witness-Sign Name

Jessica Wakefield
First Witness-Print Name

By: [Signature]
Henry Lumb, Secretary

L. Wesley Nichols
Second Witness-Sign Name

L. Wesley Nichols
Second Witness-Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of December, 2005 by Heidi Long, as President of OLD DIXIE CONDOMINIUM WAREHOUSE, INC. who is personally known to me or who has produced _____ as identification and who did take an oath.

[Signature]

Notary Public
Commission Expires:



Lynne A Hagibes
My Commission DD118877
Expires June 1, 2008

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this ^{15th} day of December, 2005 by Henry Lumb as Secretary of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC. who is personally known to me or who has produced N/A as identification and who did take an oath.

[Signature]

Notary Public
Commission Expires:



Leland Wesley Nichols II
My Commission DD994811
Expires February 25, 2008

OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC. Certified Copy

(a) Loss or-damage by fire and other hazards covered by a standard extended coverage endorsement, and

(b) Such other risks as from time to time shall be customarily 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.

Public Liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the unit owners as a group to an individual unit owner.

3. Workmen's compensation insurance to meet the requirements of law.

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

C. Premiums, Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance. All insurance policies purchased by the Association shall be for the benefit of the Association and the commercial unit owners as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold such proceeds for the purposes elsewhere stated in this instrument and for the benefit of the commercial unit owners in the following shares.

1. Common Elements. Proceeds on account of damage to common elements-an undivided share for each unit owner, such share being the same as the undivided share in the common elements appurtenant to his commercial unit.

2. Commercial units. Proceeds on account of damage to commercial units shall be held in the following undivided shares:

(a) When the building is to be restored - for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Association.

(b) When the building is not to be restored-an undivided share of each unit owner, such share being the same as the undivided share in the common elements appurtenant to his unit.

3. Mortgagees. In the event a mortgagee endorsement has been issued as to a commercial unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear; provided that the Association has been given written express

notice (and not constructive notice) of mortgagee's interest in any distribution of proceeds that would otherwise be made to a unit owner, further 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 distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration.

E. Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

1. Expenses. All expenses of the Association shall be paid first or provisions made for such payment

2. 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 of such as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners.

3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be paid to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. Any payment to or for the benefit of any mortgagee is conditional upon mortgagee having given written express notice (and not constructive notice) of mortgagee's interest in any such distribution of proceeds.

4. Certificate. In making distribution to commercial unit owners and their mortgagees, the Association may rely upon a certificate of the Association made by its President and Secretary as to the names of the unit owners and their respective shares of the distribution.

F. Association as agent. The Association is irrevocably appointed agent for each unit owner 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 claim.

This Resolution was passed by 5 Directors for and 1 against and 20 Unit Owners for and 3 against.

Dated this 30 day of December, 2005


Chairman of the Board


President


Secretary



**CERTIFICATE OF AMENDMENT
OF THE DECLARATION OF CONDOMINIUM
OF THE OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.**

WE, HEIDI LONG, the President and HENRY LUMB, the Secretary of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., do hereby certify that the attached writing is a true and correct copy of the Resolutions amending the Declaration of condominium of the Old Dixie Condominium Warehouse, Inc. recorded in Official Record Book 3881 Page 1053 of the Public Records of Palm Beach County, Florida., as may be amended from time to time, which Resolution was duly proposed and approved in writing by the Declarant as defined in the Declaration and, further, that Owners who are entitled to Vote, have joined in the execution of the Amendment, Pursuant to Article IV, Section C, of the Articles of Incorporation.

Dated this 4 day of November, 2005

Signed, Sealed and Delivered

OLD DIXIE CONDOMINIUM
WAREHOUSE ASSOCIATION, INC.

In the Presence of:

Jessica Wakefield
First Witness-Sign Name
Jessica Wakefield
First Witness-Print Name
Lynne Hagibes
Second Witness-Sign Name
LYNNE HAGIBES
Second Witness-Print Name

By: [Signature]
Heidi Long, President
By: [Signature]
Henry Lumb

Certified Copy

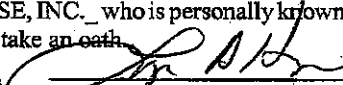
FILE NUM 20050704863 OR BOOK/PAGE 19634/0793 DATE: 11/15/2005 14:01:19 pgs 0793 - 793 (4pgs)
Sharon R. Beck, CLERK & COMPTROLLER

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 7 day of November, 2005 by Heidi Long,
as President of OLD DIXIE CONDOMINIUM WAREHOUSE, INC. who is personally known to me or who has produced
FLORIDA DRIVER'S LICENSE as identification and who did take an oath.



Lynne A Hagbee
My Commission DD118877
Expires June 1, 2008



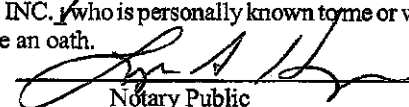
Notary Public
Commission Expires:

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING INSTRUMENT was acknowledged before me this 7 day of November, 2005 by Henry Lumb
as Secretary of OLD DIXIE CONDOMINIUM WAREHOUSE, INC. who is personally known to me or who has produced
_____ as identification and who did take an oath.



Lynne A Hagbee
My Commission DD118877
Expires June 1, 2008



Notary Public
Commission Expires:

**CORPORATE RESOLUTIONS OF THE SPECIAL MEETINGS OF THE
BOARD OF DIRECTORS AND SHAREHOLDERS
FOR
OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC.**

WHEREAS, a meeting of the Board of Directors of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION was held at Lake Park, Florida on August 18, 2005, for the purpose of considering certain amendments to the governing documents of the Association. A meeting of the Unit Owners was then held at Lake Park, Florida on September 12, 2005. Proper Notice was given to all Unit Owners and Directors which included the text of the proposed Amendments.

RESOLUTION 1

WHEREAS, the Board of Directors and the Unit Owners of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION wish to change Article XV of the Declaration of Condominium relating to Amendments, and now;

THEREFORE, be it resolved that Article XV, Section A of the Declaration of Condominium be amended to read:

A. Proviso. Provided, however, that no amendment shall discriminate against any commercial unit owner nor against any unit or group of units, unless the unit owners so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owner's share in the common expenses, unless the record owner of the unit concerned shall join in the execution of the amendment.

This Resolution was passed unanimously by six Directors and 23 Unit Owners.

RESOLUTION 2


WHEREAS, the Board of Directors and the Units Owners of the OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION wish to change the By-Law requirement for an annual audit to a provisional annual audit if requested by a majority of the Unit Owners, now;

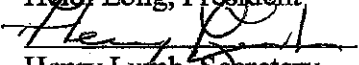
THEREFORE, be it resolved that Article V, Section 4 of the By-Laws be amended to read:

"An audit of the accounts of the Association shall be made at the end of the calender year if requested by vote or written request by a majority of the unit owners. A copy of the audit report shall be furnished to each member, not later than three months after the vote or sufficient written requests are presented to the Association."

This resolution was passed, five Directors for and 1 Director against, 20 Unit Owners voting for and three voting against the resolution.

Dated this 9 day of November, 2005


Heidi Long, President


Henry Lumb, Secretary

This instrument prepared by and return to:
Jane S. Hunston, Esquire
BERROCAL & WILKINS, P.A.
801 Maplewood Drive, Suite 22-A
Jupiter, FL 33458

CFN 20040702874
OR BK 17037 PG 0919
RECORDED 12/13/2004 13:43:01
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court
Pgs 0919 - 921; (3pgs)

TERMINATION OF NOTICE OF COMMENCEMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned, OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a Florida Non Profit Corporation, as fee simple owner, pursuant to F.S. §713.132, terminates the period of effectiveness of the Notice of Commencement dated May 27, 2004, recorded May 27, 2004, in Official Records Book 17037, Page 1653, of the Public Records of Palm Beach County, Florida, for the reroofing of the building located at 1310 S. Killian Drive, Lake Park, Florida, by Drew Duncan Roofing, Inc., as Contractor, on real property described as follows:

may
200

A parcel of land lying in Northlake Business Park, as recorded in Plat Book 30, Page 94, Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the NW corner of Lot 99; thence Easterly 2.45' to the Point of Beginning; thence continue Easterly 1.16' along the Northerly line of said Lot 99; thence Southerly 210.22' ± to a point in the Southerly line of said Lot 99; thence Westerly 1.21' along said Southerly line of said Lot 99; thence N. 01°54'26" East for 210.22' ± to the Point of Beginning.

Said property being encumbered by a first mortgage in favor of BANKATLANTIC.

ATTACHED HERETO AND MADE A PART HEREOF IS THE CONTRACTOR'S AFFIDAVIT BY DREW DUNCAN ROOFING, INC., DATED DECEMBER 3, 2004, EVIDENCING THAT ALL LIENORS HAVE BEEN PAID IN FULL.

Dated this 9th day of December, 2004.

OLD DIXIE CONDOMINIUM
WAREHOUSE ASSOCIATION, INC.
A Florida Non Profit Corporation

Jane S. Hunston
Print Name: Jane S. Hunston

Raymond A. Pick
BY

John C. Searson
Print Name: John C. Searson

STATE OF FLORIDA
COUNTY OF PALM BEACH

Sworn to and subscribed before me this 9th day of December, 2004, by Raymond R. Pick, as Vice-President of OLD DIXIE CONDOMINIUM WAREHOUSE ASSOCIATION, INC., a Florida Non Profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Jane S. Hunston
Notary Public, State of Florida
Printed Name: _____
Commission Number: _____
My Commission Expires: _____



(NOTARY SEAL)

Prepared by and Return to:
Jesse S. Hunston, Esq.
HERROCAL & WILKINS, P.A.
801 Maplewood Drive, Suite 22-A
Jupiter, Florida 33458

CONTRACTOR'S FINAL AFFIDAVIT
Florida Statute 713.06(3)(d)

KNOW ALL MEN BY THESE PRESENTS

That the undersigned DREW R. DUNCAN, as President of DREW DUNCAN ROOFING, INC., a Florida corporation, is the contractor for OLD DIXIE CONDO WAREHOUSE on property pursuant to Contract to reroof the building located at 1310 S. Killian Drive, Lake Park, Florida, with OLD DIXIE CONDO WAREHOUSE, owners, legally described as follows:

A parcel of land lying in Northlake Business Park, as recorded in Plat Book 30, Page 94, Public Records of Palm Beach County, Florida, more particularly described as follows:

Commencing at the NW corner of Lot 99; thence Easterly 2.45' to the Point of Beginning; thence southeasterly 1.16' along the Northerly line of said Lot 99; thence Southerly 218.22' ± to a point in the Southerly line of said Lot 99; thence Westerly 1.21' along said Southerly line of said Lot 99; thence N. 01°54'28" East for 118.22' ± to the Point of Beginning.

That the said owners have required that the undersigned provide this affidavit in accordance with the provisions of Florida Statutes 713.06(3) at this time, being the time of the final payment to the undersigned.

NOW, THEREFORE, THE UNDERSIGNED STATES AS FOLLOWS:

1. All labor, materials, and services have been performed pursuant to the said contractor as of the date hereof.
2. Initial one of the following:
 All liens under the undersigned's direct contract have been paid in full.
 All liens under the undersigned's direct contract have been paid in full except for those parties entitled to payment as shown on the attached statement of contractor to owner showing the name of each lienor and the amount due for labor, materials, or services furnished.
3. All final waivers of lien have been furnished from lienors that furnished labor, services or materials who have delivered unconditionally and that there is no claim either legal or equitable to defect the validity of said waivers. The final waivers of lien have been furnished from all lienors who have filed notice to owner except those shown as entitled to payment in the attached statement.
4. That construction of the improvements on the above described property was completed on July 8, 2004.

In witness whereof, I have set my hand and seal unto this statement.

DREW DUNCAN ROOFING, INC.
A Florida Corporation

By: [Signature]
Drew R. Duncan, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 3 day of December, 2004, by Drew

R. Duncan, as President of DREW DUNCAN ROOFING, INC., a Florida corporation, on behalf of the corporation, who is Personally Known to me or who has produced identification and who did/did not take an oath.

[Signature]
Notary Public, State of Florida
Print Name: Susan Fleming
Commission Number: DB 076561
My Commission Expires: 12/4/05



This is not a certified copy

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4130

CFN 20060541379
OR BK 20874 PG 1630
RECORDED 09/21/2006 09:15:58
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1630 - 1631; (2pgs)

IN THE COUNTY COURT, IN AND FOR
PALM BEACH COUNTY, FLORIDA.

CASE NO. 50 2005 CC 014388 XXXX NB RH

QUICK CHANGE ARTIST, LLC,
Plaintiff,
vs.
OLD DIXIE CONDOMINIUM WAREHOUSE
ASSOCIATION, INC.,
Defendant.

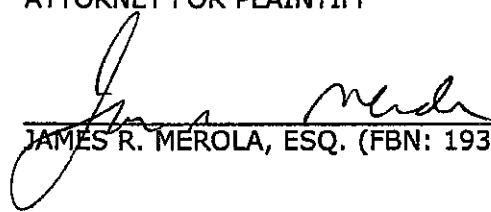
FILED
2006 SEP 11 PM 4:10
SHARON R. BOCK, CLERK
PALM BEACH COUNTY, FL
NORTH COUNTY BRANCH

NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, QUICK CHANGE ARTIST, LLC, by and through its undersigned counsel, and files this, its Notice of Voluntary Dismissal With Prejudice, with each side to bear their own costs and attorney's fees, as a settlement has been reached. An Immediate Order may be entered to this effect.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by mail this 28th day of August, 2006 to: L. WESLEY NICHOLS, ESQ., 11380 Prosperity Farms Road, Suite 204, Palm Beach Gardens, FL 33410.

JAMES R. MEROLA, P.A.
11380 Prosperity Farms Road, #204
Palm Beach Gardens, Florida 33410
Telephone: 561.622.1433
Facsimile: 561.622.6279
ATTORNEY FOR PLAINTIFF

By: 
JAMES R. MEROLA, ESQ. (FBN: 193663)

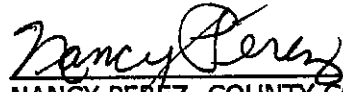
ORDER OF DISMISSAL WITH PREJUDICE

Pursuant to the above Notice of Voluntary Dismissal With Prejudice, it is hereby ORDERED AND ADJUDGED that the above-styled cause is hereby dismissed with

prejudice, with each side to bear their own costs and attorney's fees.

DONE AND ORDERED in Chambers at Palm Beach Gardens, Florida, this 11th day of

Sept, 2006.



NANCY PEREZ, COUNTY COURT JUDGE
CASE NO. 50 2005 CC 014388 XXXX NB RH

Copies furnished:

JAMES R. MEROLA, ESQ.
11380 Prosperity Farms Road, #204
Palm Beach Gardens, FL 33410

L. WESLEY NICHOLS, ESQ.
11380 Prosperity Farms Road, #204
Palm Beach Gardens, FL 33410

hjm/quick change artist/old dixie/notice & order of dismissal