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COUNTY, FL

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DECLARATION OF CONDOMINIUM

§O.R. 3430 PG 899

OF

MIDDLEBROOK PINES CONDOMINIUM

BURG AND LASTITION, INC., a Florida corporation, being the owner of record of the fee simple title to the real property situate, lying and being in Orange County, Florida, as more particularly described in the Survey Exhibit attached hereto as Exhibit A, which is incorporated herein by reference, does hereby state and declare that the realty described on sheet one (1) of said Exhibit A, together with improvements thereon, is submitted to condominium ownership pursuant to the Condominium Act of the State of Florida (Chapter 718 Fla. Stat., et seq.) and does hereby file this Declaration of Condominium.

1. PURPOSE: NAME AND ADDRESS: LEGAL DESCRIPTION: EFFECT

1.1 PURPOSE. The purpose of this Declaration is to submit the lands and improvements herein described to condominium ownership and use in the manner prescribed by the laws of the State of Florida.

1.2 NAME AND ADDRESS. The name of this Condominium is as specified in the title of this document. The address of this Condominium is: 4481 Middlebrook Rd., Orlando, Florida.

1.3 THE LAND. The real property described on Schedule A is the Condominium Property hereby submitted to condominium ownership. Such property is subject to such easements, restrictions, reservations and rights of way of record, together with those contained or provided for in this instrument and the exhibits attached hereto.

1.4 EFFECT. All of the provisions of this Declaration of Condominium and all Exhibits attached hereto shall be binding upon all Unit Owners and are enforceable equitable Servitudes running with the Condominium Property and existing in perpetuity until this Declaration is revoked and the Condominium is terminated as provided herein. In consideration of receiving, and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through, or under such persons agree to be bound by the provisions hereof. Both the burdens imposed and the benefits granted by this instrument shall run with each Unit as herein defined.

2. SURVEY AND DESCRIPTION OF IMPROVEMENTS

2.1 SURVEY. Exhibit A is a survey of the land, graphic description, plot plans of the improvements constituting the Condominium, identifying the Units, Common Elements and Limited Common Elements, and their respective locations and approximate dimensions.

2.2 PHASING. This Condominium is a phase condominium as provided for in 718.403, Fla. Stat. In Exhibit A there are representations and descriptions of the land which may, at Sponsor's sole option, become part of the Condominium and upon which each phase is to be built. There is one type of unit to be constructed in the Condominium; being approximately 1285 sq. feet with an additional 425 sq. feet in patio.

The proposed arrangement of the one apartment type for each phase of the Condominium appears in Exhibit A. Developer reserves the right to alter the mix of unit types so long as there will be no material or adverse change in the approximate size of the units.

The number of units to be included in each phase is as follows:

Return: CHICAGO TITLE INSURANCE COMPANY

P. O. E  
Orlando, Fla

Building Phase 1	4 units	Building Phase 44	4 units
Building Phase 2	4 units	Building Phase 45	4 units
Building Phase 3	4 units	Building Phase 46	4 units
Building Phase 4	4 units	Building Phase 47	4 units
Building Phase 5	4 units	Building Phase 48	4 units
Building Phase 6	4 units	Building Phase 49	4 units
Building Phase 7	4 units	Building Phase 50	4 units
Building Phase 8	4 units	Building Phase 51	4 units
Building Phase 9	4 units	Building Phase 52	4 units
Building Phase 10	4 units	Building Phase 53	4 units
Building Phase 11	4 units	Building Phase 54	4 units
Building Phase 12	4 units	Building Phase 55	4 units
Building Phase 13	4 units	Building Phase 56	4 units
Building Phase 14	4 units	Building Phase 57	4 units
Building Phase 15	4 units	Building Phase 58	4 units
Building Phase 16	4 units	Building Phase 59	4 units
Building Phase 17	4 units	Building Phase 60	4 units
Building Phase 18	4 units	Building Phase 61	4 units
Building Phase 19	4 units	Building Phase 62	4 units
Building Phase 20	4 units	Building Phase 63	4 units
Building Phase 21	4 units	Building Phase 64	4 units
Building Phase 22	4 units	Building Phase 65	4 units
Building Phase 23	4 units	Building Phase 66	4 units
Building Phase 24	4 units	Building Phase 67	4 units
Building Phase 25	4 units	Building Phase 68	4 units
Building Phase 26	4 units	Building Phase 69	4 units
Building Phase 27	4 units	Building Phase 70	4 units
Building Phase 28	4 units	Building Phase 71	4 units
Building Phase 29	4 units	Building Phase 72	4 units
Building Phase 30	4 units	Building Phase 73	4 units
Building Phase 31	4 units	Building Phase 74	4 units
Building Phase 32	4 units	Building Phase 75	4 units
Building Phase 33	4 units	Building Phase 76	4 units
Building Phase 34	4 units	Building Phase 77	4 units
Building Phase 35	4 units	Building Phase 78	4 units
Building Phase 36	4 units	Building Phase 79	4 units
Building Phase 37	4 units	Building Phase 80	4 units
Building Phase 38	4 units	Building Phase 81	4 units
Building Phase 39	4 units	Building Phase 82	4 units
Building Phase 40	4 units	Building Phase 83	4 units
Building Phase 41	4 units	Building Phase 84	4 units
Building Phase 42	4 units	Building Phase 85	4 units
Building Phase 43	4 units	Building Phase 86	4 units

Each Building shall consist of 4 units which units shall be identified commencing with 101 thru 137, being 37 units; 201 thru 252, being 52 units; 301 thru 363, being 63 units; 401 thru 489, being 89 units; 501 thru 532, being 32 units; 601 thru 642, being 42 units; and 701 thru 729, being 29 units. Said units total 344.

2.3 AMENDMENT. No amendment, notwithstanding anything in the Declaration to the contrary, adding phases to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association or by any party other than the Developer.

2.4 EFFECT OF PHASING. The general effect of phasing a condominium is the submission of a parcel of property to condominium ownership as the initial condominium phase and the addition of subsequent parcels to condominium ownership with such subsequent parcels being part and parcel of the same condominium and governed by the same condominium association. It is not anticipated that the submission of additional phases to the Condominium will have significant impact upon the individual Unit Owner's rights except as set forth in this Declaration. The adding of a subsequent phase to this Condominium thereby adding additional Units, will reduce the percentage of common elements attributable to each previously created Unit, as specifically set forth in Exhibit A-1. The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner, provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phase so added. If Developer decides not to add any or all of the additional phases to this Condominium, the number of units in this Condominium will be as created by this Declaration and the owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association.

All phases of the Condominium will be completed by March 25, 1986. The date by which a particular unit must be completed will be set forth in Paragraph 10 of an executed purchase and sale agreement.

2.5 RECREATION AREAS, ROADWAYS, PARKING LOTS AND GREEN AREAS. All recreation areas, roadways, parking lots, and green areas at Middlebrook Pines will be owned by the Middlebrook Pines Property Owners' Association, Inc. The property will be deeded to that Association as the phasing of the project progresses. The tennis courts and swimming pool will be conveyed to that Association upon completion of the construction. The remaining property will be conveyed as it is required to service each additional phase as that phase is completed.

If all 86 proposed phases are completed as planned all of the property will have been deeded to that Association upon completion of the last phase. In the event that the remaining phases are not completed the recreation areas and roadways will be used and maintained in common by the subsequent owners/occupants of that portion of the project that is not further developed under this Declaration of Condominium.

The Developer guarantees each unit owner that no more than three hundred forty-four (344) units will share the Association property. However, Developer reserves the right to terminate this Condominium after any phase and alter the method of development, be it condominiums, townshouses, single family dwelling or apartments. Each purchaser of a Middlebrook Pines Condominium shall become a member of the Middlebrook Pines Property Owners' Association; likewise, each owner of a unit in the property not developed under this Declaration shall become a member of the Property Owners' Association. Said membership shall entitle its members to use and enjoy said property and facilities, together with the obligation to maintain such property as set forth in the Budget attached hereto as Exhibit F. Every unit owner in Middlebrook Pines Condominium or the property developed outside of this Declaration of Condominium shall be responsible for a 1/344th share of maintenance of the property. The Association shall have lien rights on each dwelling unit for the payment of such maintenance, all as set forth in the Bylaws for Middlebrook Pines Property Owners' Association, Inc., attached hereto as Exhibit C.

### 3. DEFINITIONS OF TERMS

The terms used in this Declaration and the Exhibits attached hereto shall have the meanings stated in the Condominium Act (718.101, Fla. Stat.) and as follows, unless the context otherwise requires.

3.1 "Condominium" means that form of ownership of real property which is created pursuant to the provisions of Chapter 718, Fla. Stat. and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each Unit an undivided share in common elements. The terms shall also mean the Condominium established by this Declaration.

3.2 "Declaration" or "Declaration of Condominium" means this instrument.

3.3 "Unit" or "Condominium Unit" means the portions of the Condominium Property which are to be subject to private ownership as specified in this Declaration.

3.4 "Common Elements" means the portions of the Condominium Property not included in the Units.

3.5 "Limited Common Elements" means those Common Elements which are reserved for the use of certain Unit or Units to the exclusion of other Units as specified in this Declaration.

3.6 "Association" means the non-profit Florida corporation whose name and seal appears at the end of this Declaration which is the entity responsible for the operation of the Condominium.

3.7 "Board" or "Board of Administration" means the Board of Directors of the Association responsible for the administration of the Association.

3.8 "Bylaws" means the Bylaws of the aforescribed Association. The Bylaws of the Association are attached hereto and made a part hereof as Exhibit C.

3.9 "Condominium Act" means the Condominium Act of the State of Florida (Chapter 718, Fla. Stat., et seq.) as it exists at the time of filing this Declaration.

3.10 "Common Expenses" means all expenses, fees and assessments properly received by Middlebrook Pines Condominium Association, Inc. and Middlebrook Pines Property Owners' Association, Inc. as specified in the Condominium Act and all other expenses declared Common Expenses by provisions of this Declaration and its Exhibits.

3.11 "Common Surplus" means the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the amount of Common Expenses.

3.12 "Condominium Property" means and includes the lands hereby subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto.

3.13 "Assessment" means a share of the funds required for the payment of Common Expenses which is assessed against the Unit Owners from time to time.

3.14 "Unit Owners" means the owner of a Condominium Unit.

3.15 "Institutional Mortgagee" means a State or Federal Bank, Savings and Loan Association, Insurance Company, Real Estate Investment Trust, Union Pension Fund, FNMA or an Agency of the United States Government or like entity being a mortgagee of a Unit.

3.16 "Occupant" means the person or persons other than the Unit Owner in actual possession of a Unit.

3.17 "Condominium Documents" means this Declaration, the Survey Exhibit, Articles of Incorporation of the Association and Bylaws of the Association.

3.18 "Developer" means Burg and Lastition, Inc., a Florida corporation, its successors and assigns which has created this Condominium in its capacity as Developer.

3.19 "Articles of Incorporation" means the Articles of Incorporation of the Association. The Articles of Incorporation are attached hereto and made a part hereof as Exhibit B.

3.20 "Property Owners' Association" means the Middlebrook Pines Property Owners' Association, Inc., whose Articles of Incorporation and Bylaws are attached hereto as Exhibits G and H respectively, and the covenants which the Association enforces are attached hereto as Exhibit I.

3.21 "Middlebrook Pines" means all or part of those lands described as follows:

Lot 1, Block A, FLORIDA CENTER, Unit 6, according to the plat thereof as recorded in Plat Book 5, pages 2 and 3, of the Public Records of Orange County, Florida. Together with easements recorded in Official Record Book 3385, page 1045, and Official Record Book 3385, page 1042, Orange County, Fl.

The definitions herein contained shall prevail as the context requires.

#### 4. THE UNIT AND COMMON ELEMENTS

4.1 INTEREST IN COMMON ELEMENTS. Each Unit Owner shall own, as an appurtenance to his Unit, an undivided interest in the Common Elements as assigned thereto in Exhibits A-1. (Subject to the provisions of paragraph 4.2) The percentages of undivided interest of each Unit shall not be changed without the unanimous consent of all owners

of all of the Units (except as provided for in Paragraphs 2, 4 and 16 hereof). No owner of any Unit shall bring an action for partition or division of his undivided interest in the Common Elements.

4.2 PHASING. As set forth in paragraph 2 of this Declaration, in the event that additional improvements are submitted to Condominium ownership there will be an automatic change in the percentage of undivided interests in Common Elements appurtenant to each unit as set forth in Exhibit A-1. It is acknowledged that 718.403, Fla. Stat. provides that the Developer may effectuate such amendment without the joinder of any person whomsoever. However, notwithstanding such provision the Unit Owners in this Condominium, and the Mortgagees of such units are deemed, by the acceptance of their interests, to have specifically consented, in proper form (including language of conveyance if necessary) to such amendment. The maximum possible percentage of a unit owner's undivided share in the Common Elements shall be .002907,

4.3 BOUNDARIES. A Unit consists of an individual apartment lying within the following boundaries:

4.3.1 HORIZONTAL BOUNDARY:

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

- (1) UPPER BOUNDARY - The horizontal plane of the undecorated finished ceiling.
- (2) LOWER BOUNDARY - The horizontal plane of the undecorated floor.

4.3.2 PERIMETRICAL BOUNDARIES:

The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior walls extended to intersections with each other and with the Upper and Lower Boundaries.

(1) Where there is an aperture in any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places, at right angles, to the dimension of such aperture, so that the perimetrical boundary at such places shall be coincident with the exterior unfinished surface of such aperture, including the framework thereto. Exterior walls made of glass or glass fired to metal framing, exterior windows and frames, exterior glass sliding doors, frames and casings, shall be included within the Unit and shall not be deemed a Common Elements.

(2) Any balcony, loggia, terrace, porch, stairway or other portion of the building or any fixture attached to the building that serves only the unit shall be a limited common element.

(3) The interior partitions within a Unit are part of said Unit.

4.3.3 WEIGHT BEARING STRUCTURES. The area beneath the unfinished surface of any weight bearing structure which is otherwise within the horizontal and perimetrical boundaries of a Unit is a Common Element not a part of the Unit.

4.3.4 MAINTENANCE EASEMENT. There shall exist as a Common Element, an easement through each Unit for ducts, pipes, conduits, plumbing, wiring or other facilities for the furnishing of utility services to Units and the Common Elements, and for maintaining, repairing or servicing the same. Any pipes, ducts, wires, conduits, electrical panels, plumbing, drains, or any utility services serving only one Unit are part of such Unit and not Common Elements.

4.3.5 AIR CONDITIONING. Notwithstanding any of the provisions of this Paragraph 4 to the contrary, the air-conditioning compressor serving a Unit and the refrigerant and electrical lines running from such compressors to, and the air handler within, the individual Units are part of such Unit and are not Common Elements.

4.4 AUTOMOBILE PARKING AREAS. After the filing of this Declaration, there shall be assigned to each Unit the exclusive right to use two automobile parking spaces. Such parking spaces shall be used only by the owner of such Unit and such owner's guests and invitees. The assignment of such parking spaces shall be made by the Developer and the assignment thereof shall be final (except that the Property Owners' Association may alter such assignment in the event of an emergency or circumstance of extreme necessity or convenience). Use of the parking spaces not assigned to a Unit and reassignment of all parking spaces shall be governed by the Property Owner's Association. Parking spaces shall be assigned by a Designation of Parking Space to be conveyed to each unit owner at closing. Said designation shall be retained in the Property Owners' Association's files but will not be recorded. Additionally, Developer may provide a separate area for parking vehicles such as campers and boat trailers. That area will be on a first come first served basis and will not be assigned. There may be additional storage space available in this area which will be assigned by the Developer on a first come first served basis. The parking and storage area will be located as shown on Exhibit A, Survey and Site Plan, and will be shared by the residents of all phases.

4.4.1 NO CHANGE IN COMMON EXPENSE. Upon the assignment of an exclusive parking space, the owner of such Unit shall have the exclusive right to use the same without additional charge therefor by the Association.

4.4.2 EXCLUSIVE RIGHT OF PARKING APPURTENANT TO UNIT. Upon the assignment of an exclusive right of parking, the use of the same shall be an appurtenance to said Unit.

4.4.3 UNASSIGNED PARKING. Parking spaces which have not been assigned shall be maintained and governed by the Property Owners' Association.

## 5. RESTRICTION AGAINST FURTHER SUBDIVIDING OF UNITS

No unit may be divided or subdivided into a smaller Unit or Units other than as shown on Exhibit A hereto, nor shall any Unit, or portion thereof, be added to or incorporated into any other Unit (except as provided in Paragraph 2 hereof).

## 6. EASEMENTS

6.1 PERPETUAL NON-EXCLUSIVE EASEMENT. The Common Elements are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the Unit Owners in the Condominium for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, including the providing of services for the benefit of all Units.

6.2 EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS. In the event that any Unit, Common Element or Limited Common Element shall encroach upon any other Unit, Common Element or Limited Common Element for any reason other than the purposeful or grossly negligent act of any person, then an easement appurtenant to such shall exist for so long as such encroachment shall naturally exist.

6.3 UTILITY EASEMENTS. Utility easements are reserved and/or granted, through the Condominium Property as may be required for utility service (including construction and maintenance) in order to adequately serve the Condominium. The easement recorded in Official Record Book 3385, pgs. 1042 & 1045, Orange County, Florida, is expressly made a part of the common elements of this condominium.

6.4 INGRESS AND EGRESS. A non-exclusive easement for ingress and egress is hereby created for pedestrian traffic over, through and across sidewalks, paths, walks, driveway, passageways and lanes as the same, from time to time, may exist upon the Common Elements; and for vehicular traffic over, through and across such portions of the Common Elements as, from time to time, may be paved and intended for such purposes.

6.5 USE. The use of any easement by a Unit Owner shall be subject to the provisions of this Declaration and of the document creating the easements.

6.6 ACCESS. Developer covenants to provide, either by way of easement or publicly dedicated right of way, reasonable access for ingress and egress from this Condominium to the public way. The developer shall have the unequivocal continuous right to use, alter, change and relocate said easements as often as it deems necessary, without the consent of the Association, Unit Owners, and any other entitled to use the easement as location of this easement shall not be deemed to run with this Condominium. The Developer shall also have the right to grant or dedicate such easements to the public, governmental authorities, or Property Owners' Association without the consent of any person whomsoever. However, when requested the Association and Unit Owners shall join in the execution or confirmation of the same.

6.7 SURVEY EXHIBIT - EASEMENTS. The Developer shall have the right to create, or reserve unto itself, such easements as are necessary to accomplish the purposes referred to in this Declaration. Further, Developer shall have the unequivocal right without the joinder of any other party to grant such easements, (ingress, egress and maintenance) to such parties, including the Property Owners' Association, as Developer deems fit, over the traffic ways as contained in the parking areas and those portions of the canals and waterways as are contained on the Condominium Property. The responsibility for the maintenance of the easements designated on Exhibit A being granted over parking areas, canals or waterways, if any, shall be as provided for therein, and if no such provision is made, the Property Owners' Association shall be responsible for the maintenance and care thereof. Developer, or its designee, shall have the right to enter the Condominium Property for the purpose of constructing, maintaining and repairing said easements and the equipment thereon. Should the Developer grant additional easements which connect with or are intended to supplement, replace or relocate the easements designated on Exhibit A, the same shall automatically be part of the easements provided therein as if originally set forth.

6.8 ADDITIONAL EASEMENTS. Developer reserves unto itself, or its designee, the unequivocal right to create additional easements over, upon or through the Condominium Property, at any time, for any purpose without the joinder of the Association and Property Owners' Association, or any Unit Owners whomsoever; provided, that said easements so created shall not cause a diminution of parking spaces or cause a taking of part or all of the actual building. However, if requested, the Association and Property Owners' Association and Unit Owners shall join in the creation thereof.

#### 7. COMMON EXPENSE: COMMON SURPLUS

7.1 LIABILITY AND METHOD OF SHARING. Each Unit shall share in the Common Surplus and be liable for the Common Expenses (except those assessable to less than all Units) in the same percentage as the percentage representing the undivided interest of each Unit in the Common Elements as it may exist at any time. The right to share in the Common Surplus does not include the right to withdraw, or to require payment or distribution thereof, except upon termination and dissolution of the Condominium,

7.2 DEVELOPER'S OBLIGATION. The Developer shall be excused from payment of the share of Common expenses in respect to those units owned by Developer which have not been leased and which are offered for sale during such period of time that Developer shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit owners other than Developer shall not increase over a stated dollar amount, and for which period Developer shall have obligated itself to pay any amount of Common Expenses not produced by the assessments at the guaranteed level receivable from other Unit Owners. Developer guarantees that assessments shall not exceed the amount of \$55.00 per year for each unit during each year of the guarantee period. The time period during which assessments shall be guaranteed at the stated rate shall be in effect for a period of two years from the date of recordation of this Declaration.

8. ADMINISTRATION OF THE CONDOMINIUM

8.1 THE ASSOCIATION. The Association shall administer the operation and management of the Condominium Property and undertake and perform all acts and duties incident thereto in accordance with this Declaration, its exhibits and the Condominium Act and join with other corporations or entities in assisting the Property Owners' Association in promoting the health, safety and welfare of the residents of Middlebrook Pines Condominium.

As phases are added to, and become a part of this Condominium, the Association shall administer the operation and management of the Condominium as it then exists.

8.2 MEMBERSHIP. Each Unit Owner shall automatically become a member of the Association upon his acquisition of title to any Unit and said membership shall terminate automatically upon said Unit Owner being divested of title to such Unit, regardless of the means by which such ownership may be divested. No person holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue thereof, to membership in the Association or to any of the rights or privileges of such membership.

8.3 POWERS OF THE ASSOCIATION. In the administration of the Condominium, the Association shall have, and is hereby granted, the authority and power to enforce the provisions of this Declaration, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such Rules and Regulations governing the use of the Units, Common Elements and Limited Common Elements as the Board of the Association may deem to be in the best interest of the Condominium. The Association shall have all of the powers and duties set forth in the Condominium Act except where limited herein or where the exercise of such powers and duties will impair the rights of other parties.

8.4 REPORTS TO MEMBERS. The Association or its designees shall maintain such records as required by the Condominium Act.

8.5 REPORTS TO LENDERS AND OTHERS. So long as an Institutional Mortgagee of any Unit is the owner or holder of a mortgage encumbering a Unit in the Condominium, the Association shall furnish said Institutional Mortgagee or insurer of such mortgage with one (1) copy of an audited annual financial statement, report of the Association pertaining to the Unit upon which the mortgage is held, and all other records and documents which the Association is required to maintain pursuant to the Condominium Act, provided said Institutional Mortgagee requests same.

8.6 INSURANCE REPORTING. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability and they shall have the right to intervene and defend.

A copy of each insurance policy obtained by the Association shall be made available for inspection by Unit Owners at reasonable times.

8.7 VOTING. Each Unit Owner, including the Developer, shall be entitled to one (1) vote for each Unit owned. The vote of each Unit Owner shall be governed by the provisions of the Bylaws.

8.8 MANAGEMENT AGREEMENT. The Association may enter into an agreement with any person, firm or corporation for the administration, maintenance and repair of the Condominium Property and may delegate to such contractor or manager such of the powers and duties of the Association as the Association and such person, firm or corporation shall agree.

9. USE AND OCCUPANCY

9.1 RESIDENTIAL USE. Each Unit is hereby restricted to residential use as a single family residence by the owner or owners thereof, their immediate families, guests and invitees.



9.2 OWNERSHIP BY ENTITY. In the event that other than a natural person is a Unit Owner, said entity shall, prior to the purchase of such Unit, designate the person who is to be the permanent Occupant of such Unit. Such entity shall not thereafter have the right to designate other persons as the Occupants of such Unit, whether in substitution of or in addition to the persons initially designated, except with the approval of the Association given pursuant to the provisions of Paragraph 12 hereof. All provisions of this instrument shall apply to such designated Occupants as though they had title to such Unit and the entity owning such Unit shall be bound thereby. The provisions hereof shall not be applicable to any Corporation formed or controlled by Developer. In the event more than one family unit shall hold title to a unit then they shall also designate occupants as aforesaid. It is understood that at no time may the unit be used by more persons than that for which it is designed.

9.3 GENERAL USE RESTRICTION. No person shall use the Condominium Property, or any parts thereof, in any manner contrary to the Condominium Documents or Condominium Act.

9.4 ALTERATIONS AND ADDITIONS. No Unit Owner shall make or permit to be made any internal material alteration, addition or modification to his Unit, without the prior written consent of the Association and Developer. No Unit Owner shall cause the balcony, porch or terrace which is abutting, or part of, his Unit to be enclosed or cause any improvements or changes to be made therein without the written permission of the Association and Developer. No Unit Owner shall cause to be made any modification or installation of electrical wiring, television antenna system or connections whether inside or outside the Unit or in any manner change the appearance of any portion of the Condominium Property. No Unit Owner may cause any material puncture or break in the boundaries of his Unit. No Unit Owner shall grow or plant any type of plant, shrub, flower, etc. outside his Unit without the prior, written consent of the Association. All units above ground level shall maintain fully carpeted floors in said units at all times (except in the kitchen and bathroom areas).

9.5 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of any or all the Condominium Property, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

9.6 NUISANCE. No nuisance or any use or practice that is the source of unreasonable annoyance to other Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Unit Owners is permitted. No Unit Owner or Occupant shall permit or suffer anything to be done or kept upon the Condominium Property of his Unit which will increase the rate of insurance on the Condominium.

9.7 LEASING. No lease may be made for less than a ninety (90) day period nor shall any transient accommodations be provided. A Unit Owner intending to lease his Unit shall furnish the Association a copy of said lease. No part of a unit may be leased. All leases of a unit shall be subject to the provisions of the Condominium Documents. Failure of any lessee to comply with the provisions of said documents shall constitute a default under the terms of the lease. Developer reserve the unqualified right to lease or sell any of the units on such terms and conditions as it shall determine in its sole discretion.

9.8 APPLICABILITY TO DEVELOPER. No Unit Owner or the Association, or their use of the Condominium, shall interfere with the Developer's completion and sale of the Condominium Units, whether in this Condominium or otherwise. Anything contained herein to the contrary notwithstanding, the Developer may make such use of any unsold Unit and the Common Elements as may facilitate the sale or leasing of any Unit. Developer retains the right to maintain any sales office, parking, signs, or other sales aids on the premises.

9.9 RULES AND REGULATIONS. All Unit Owners and other persons shall use the Condominium Property in accordance with the Rules and Regulations promulgated by the entity in control thereof and the provisions of this Declaration and the Bylaws of the Association, as applicable. Consult Article 12 of the Bylaws of Middlebrook Pines Condominium Association, Inc., together with the Middlebrook Pines Property Owners' Association documents for additional use restrictions.

10. MAINTENANCE, ALTERATION AND REPAIR OF THE CONDOMINIUM PROPERTY

10.1 MAINTENANCE BY ASSOCIATION. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common and Limited Common Elements.

10.2 INSURANCE PROCEEDS. Whenever any maintenance, repair and replacement of any items for which the Unit Owner is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by Association, or the Insurance Trustee, shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

10.3 RIGHT OF ENTRY BY ASSOCIATION. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of this Declaration, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association and Management Firm to enter such Unit, go upon the Limited Common Elements, or to go upon the Common Elements, provided that such entry shall be made only at reasonable times and with reasonable advance notice. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. The Unit Owners acknowledge that the Association has retained a master pass key to all the Units in the Condominium. Each Unit Owner does hereby appoint the Association as his agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused or occurring on account of any entry.

11. TAX OR SPECIAL ASSESSMENT ASSESSED AGAINST THE COMDOMINIUM PROPERTY

If any taxing authority levies or assesses any Tax or Special Assessment against the Condominium Property as a whole, and not the individual Units, the same shall be paid as a Common Expense by the Association and assessed to the Unit Owners. In such event, the amount due shall constitute a lien prior to all mortgages and encumbrances upon any parcel to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each unit.

All personal property taxes levied or assessed against personal property owned by the Association shall be paid by the Association and shall be a common expense.

12. INSURANCE PROVISIONS

The insurance which shall be purchased and maintained for the benefit of the Condominium shall be governed by the following provisions.

12.1 PURCHASE OF INSURANCE. All insurance purchased pursuant to this Paragraph 12 shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages. The policies shall provide that the

insurer waives its rights of subrogation as to any claims against Unit Owners and the Association, their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for any loss or damage for which insurance hereunder is carried where the insurer has waived its rights of subrogation as aforesaid. Said policies and endorsements shall be deposited with the Insurance Trustee (as hereinafter defined) who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms and conditions hereof.

12.2 COST AND PAYMENT OF PREMIUMS. The cost of obtaining all insurance hereunder, excluding only the insurance as may be purchased by individual unit owners, is declared to be a common expense as are any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof.

12.3 UNIT OWNERS' RESPONSIBILITY. East Unit Owner may obtain insurance, at his own expense, affording coverage upon his own property and for his own liability and living expenses as he deems advisable. All such insurance shall contain the same waiver of subrogation that is referred to herein and shall waive any right to contribution.

12.4 COVERAGE. The following coverage shall be obtained by the Association:

a. The building(s) and all other insurable improvements upon the land, including all of the Units, Common Elements, Limited Common Elements, and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof of like kind or quality (exclusive of excavations and foundations as determined annually by the Association in consultation with the insurance company providing the coverage). Said coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement and all other such risks as, from time to time, may be covered with respect to buildings similar in construction, location and use, including, but not limited to, fire, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available.

b. Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits of not less than One Hundred Thousand Dollars (\$100,000.00) for bodily injury or death to any person; not less than Three Hundred Thousand Dollars (\$300,000.00) for bodily injury or death resulting from any one accident or occurrence, and not less than Fifty Thousand Dollars (\$50,000.00) for property damage. Said coverage shall include, but not be limited to water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverage. All liability insurance shall contain cross liability endorsements to cover liabilities of the Unit Owners as a group to an individual Unit Owner and one Unit Owner to another.

c. Workmen's compensation policies shall be obtained to meet the requirements of law.

d. Such other insurance as the Board of the Association may determine to be necessary from time to time.

12.5 INSURANCE TRUSTEE. All insurance policies purchased in accordance with Paragraph 13.4a shall provide that all proceeds payable to the Association as result of any insured loss, except those specifically herein excluded, shall be paid to any bank doing business in Orange County and having trust powers. Such bank shall be designated as Trustee, from time to time, by the Association (said Trustee is herein referred to as the "Insurance Trustee") and which appointment is subject only to the approval of the Institutional Mortgagee holding the greatest dollar amount of mortgages against Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums, the renewal of the policies, the sufficiency or content of the policies, or for failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive said proceeds, as paid, and to hold the same in trust for the benefit of the Association, the Unit Owners and their respective mortgagees, as follows:

a. Proceeds received on account of damage to Common Elements shall be held in the same proportion as the share in the Common Elements which is appurtenant to each of the Units.

b. Proceeds on account of damage to the Units shall be held in the following manner in undivided shares:

(1) PARTIAL DESTRUCTION WHEN THE BUILDING IS TO BE RESTORED. For the benefit of the Unit Owners of the damaged Unit. Upon the request of the Insurance Trustee, the Association shall certify to the Insurance Trustee the appropriate proportion and each Unit Owner shall be bound thereby and the Insurance Trustee may rely upon said certification.

(2) TOTAL DESTRUCTION WHEN THE BUILDING IS DESTROYED OR WHEN THE BUILDING IS NOT TO BE RESTORED. For all Unit Owners of a destroyed building; the share of each being the same proportion as the Unit Owner's undivided share in the Common Elements which is appurtenant to his Unit. In the event a mortgagee endorsement has been issued hereunder, the share of the Unit shall be held in trust for the mortgagee and the Unit Owner as their interest may appear. In the event that there is more than one building in the condominium then the proceeds shall be held for the benefit of the Unit Owners in the destroyed building as if it were the only building in the Condominium.

12.6 DISTRIBUTION OF PROCEEDS. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Unit Owners (after first paying or making provision for payment of the expenses, including a reasonable fee for the services rendered, of the Insurance Trustee) in the following manner:

a. If the damage for which the proceeds were paid is to be reconstructed the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying said costs shall be distributed to the Association.

b. If it is determined that the damage for which the proceeds are paid shall not be reconstructed, the proceeds shall be distributed to the Unit Owners and their mortgagees as their interests may appear.

c. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate provided by the Association as to the names of the Units Owners and mortgagees and their respective shares of the distribution. Upon request of the Insurance Trustee the Association shall forthwith deliver said certificate.

12.7 ASSOCIATION AS AGENT. The Association is irrevocably appointed agent for each Unit Owners, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

12.8 DETERMINATION TO RECONSTRUCT. If any part of the Condominium Property shall be damaged by casualty the determination as to whether or not it shall be reconstructed shall be made in the following manner:

a. COMMON ELEMENT. If the damage is only to Common Elements, the damaged property shall be reconstructed unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

b. DAMAGE TO UNITS.

(1) If the damage is to Units to which more than 70% of the Common Elements are appurtenant are found by the Board of Directors to be untenable, then the damaged property will not be reconstructed and the Condominium will be terminated without agreement as elsewhere provided, unless within sixty (60) days after the casualty Unit Owners owning 75% or more of the Common Elements agree in writing to such reconstruction. Notwithstanding the foregoing, if the damages could be repaired for One Hundred Thousand Dollars (\$100,000.00) or less, the property shall be reconstructed.

(2) If the damage is to Units, but Units to which more than 30% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable, then reconstruction shall be determined on a building-by-building basis as follows:

(2.1) If Units in a particular building which represent more than 25% of the Common Elements appurtenant to all the Units in said buildings are found by the Board of Directors to be tenantable, the damaged property shall be reconstructed, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing not to reconstruct, in which event all the Units in that building shall be removed from the Condominium without agreement pursuant to Paragraphs 14.16 and 14.17 hereof. Notwithstanding the foregoing, if such property may be reconstructed for Two Hundred Thousand Dollars (\$200,000.00) or less, the property will be reconstructed.

(2.2) If Units in a particular building which represent more than 75% of the Common Elements appurtenant to all the Units in said building are found by the Board of Directors to be untenable, then said damaged building will not be reconstructed and the Units in the building will be removed from the Condominium without agreement, as provided in Paragraphs 14.16 and 14.17 hereof, unless within sixty (60) days after the casualty the Owners of Units which represent 75% or more of the Common Elements appurtenant to all the Units in said building agree in writing to such reconstruction; provided, however, that all first mortgagees shall be given prompt written notice by the Association in the event of substantial damage to or destruction of any unit or any part of the Common Elements and the written agreement of all mortgagees must be obtained before the Condominium may be terminated. Notwithstanding the fact that the required number of units are untenable if such property may be reconstructed for Two Hundred Thousand Dollars (\$200,000.00) or less, the property shall be reconstructed.

c. CERTIFICATE. The Insurance Trustee may rely upon a certificate of the Association executed by the President or Vice President and Secretary or Assistant Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

12.9 RESPONSIBILITY. If the damage is only those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner then the Unit Owner shall be responsible for reconstruction after casualty. In all other instances, the responsibility of reconstruction after casualty shall be that of the Association.

12.10 NATURE OF RECONSTRUCTION. Any reconstruction included hereunder shall be substantially in accordance with the plans and specifications of the original building, or as the building was last constructed, subject to modification to conform with the then current governmental restrictions and codes if necessary.

12.11 ESTIMATES. In all instances hereunder, immediately after a casualty causing damage to the property for which the Association has the responsibility of maintenance and repair, the Association shall obtain a reliable, detailed estimate of the cost to place the damaged property in a condition as good as that before the casualty. Such cost may include professional fees and premiums for such bonds as the Board may desire, or those required by an Institutional Mortgagee involved.

12.12 ASSESSMENTS. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction by the Association, or if, at any time during reconstruction or upon completion of reconstruction, the funds for the payment of the costs of reconstruction are insufficient, assessments shall be made against all Unit Owners 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 of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's share in the Common Elements.

12.13 DISPOSITION OF PROCEEDS. The proceeds of insurance and any special assessments, if any, collected on account of a casualty and deposited with the Insurance Trustee by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction in the following manner:

a. That portion of insurance proceeds representing damage for which the responsibility of reconstruction lies with the Unit Owner; to such contractors, suppliers, and personnel for work done, materials supplied or services required for such reconstruction. Payments shall be in such amounts and at such times as the Unit Owners may direct, or if there is a mortgagee endorsement, to such payee as the Unit Owner and the Mortgagee direct. Nothing contained herein shall be construed to limit or modify the responsibility of the Unit Owner to make such reconstruction.

b. If the amount of the estimated cost of reconstruction is less than Twenty-Five Thousand Dollars (\$25,000.00), and is the responsibility of the Association; the construction fund shall be disbursed directly to the Association in payment of such costs and upon the Association's order; provided, however, that upon the request of a mortgagee which is a beneficiary of the insurance policy, the construction fund shall be disbursed as the Association and such mortgagee may properly direct.

c. If the amount of the estimated cost of reconstruction is more than Twenty-Five Thousand Dollars (\$25,000.00), and is the responsibility of the Association, then the reconstruction funds shall be applied by the Insurance Trustee to the payment of such costs and shall be paid for the account of the Association, from time to time, as the work progresses. Said Trustee shall make payment upon the written request of the Association accompanied by an appropriate certificate signed by both an officer of the Association and by the architect or engineer in charge of the work, setting forth:

(1) That the sum then requested either has been paid by the Association or is justly due and certifying that the sum requested does not exceed the value of the services and materials described in the certificate.

(2) That except for the amounts stated in said certificate to be due as aforesaid, there is no outstanding indebtedness known which may become the basis of vendor's, mechanic's or materialman's liens.

(3) That the cost, as estimated, of work remaining to be done subsequent to the date of said certificate, does not exceed the amount of funds remaining in the hands of the Insurance Trustee for the payment of the sum so requested.

d. It shall be presumed that the first monies disbursed in payment of such costs of reconstruction shall be from insurance proceeds and shall first be applied to reconstruction of the Common Elements and then to the Units. If there is a balance in a construction fund after the payment of all costs of reconstruction, said balance shall be distributed to the Association.

e. Payment for any reconstruction made under Subparagraphs (b) and (c) of this paragraph shall be made by the Insurance Trustee and the Association only upon presentation of proof of payment of bills for materials in place, labor, services and materials for work covered and included in such payments for which failure to pay might result in a lien on the Common Elements.

12.14 EFFECT OF MORTGAGEE ENDORSEMENTS CONCERNING INSURANCE PROCEEDS. In the event a mortgagee endorsement has been issued relative to any Unit, the share of the Unit Owner shall be held in trust for the mortgagee as heretofore provided; provided, however, that no mortgagee shall have the right to determine or participate in the determination as to whether or not the damaged property shall be reconstructed, and no mortgagee shall have the right to apply, or have applied to, the reduction of its mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee where the responsibility for reconstruction is that of the Unit Owner. All mortgagees are to waive the rights to said proceeds if the same are used pursuant to the provisions of the Declaration to pay for the restoration of such damage. The provisions hereof shall not affect the rights of the mortgagee, if any, to require any surplus proceeds to be distributed to it, over and above the amounts actually used for such restoration. All covenants contained herein for the benefit of any mortgagee may be enforced by such mortgagee. Nothing contained herein, however, shall be construed as relieving the Unit Owner from his duty to reconstruct damage to his Unit as heretofore provided.

12.15 AUTHORITY OF ASSOCIATION. In all instances herein, except when a vote of the membership of the Association, or of a particular building, is specifically required, all decisions, duties and obligations of the Association under this Paragraph 12 may be made by the Board. The Association and its members shall jointly and severally be bound thereby.

12.16 REPAIR OF LAND. In the event, pursuant to the provisions of Paragraph 12.8.b, the Condominium is not terminated but a building is not to be restored, the remains of said building shall be razed and the land thereunder restored to a landscaped green area at the sole pro-rata expense of the Unit Owners who own Units in said building. The expense thereof may be deducted from any insurance proceeds payable on account of casualty to said building.

12.17 CONVEYANCE TO ASSOCIATION. In the event, pursuant to the provisions of Paragraph 2.8.b hereof, the Condominium is not terminated but a building is not to be restored, the payment of any insurance funds to the Unit Owners and/or their Mortgagees of said building on account of casualty to said building, shall be contingent upon such Unit Owners' conveying by Quit-Claim Deed, executed in recordable form, all Units in said building to the Association, and further contingent upon the Mortgagees thereof executing Satisfaction of Mortgages, in recordable form for all mortgages encumbering Units in said building. The share of Common Expenses of said Units conveyed to the Association shall be a Common Expense to be shared by the remaining Unit Owners of the Condominium. Since said remaining Unit Owners will not own 100% of the Common Elements due to the fact that the Association will own the Units of said building which were not restored, and in order to collect said Common Expenses attributable to the Units owned by the Association, there shall be added to the Budget an amount entitled "Common Expenses of Association's Unit" which shall be mathematically determined to equal an amount such that when added to the actual expenses and assessments of the Association, the amount to be collected from the remaining Unit Owners according to their percentage of Common Expense equals expenses and assessments.

### 13. ASSESSMENTS

The Assessments provided for in this Article shall commence no earlier than the first day of the month next succeeding the date of conveyance by deed of the first unit in the Condominium, and no later than the first day of the fourth calendar month following date of conveyance by deed of the first unit in the condominium. Within said limitation, the date upon which said assessments shall commence shall be determined by Developer.

13.1 GENERAL AUTHORITY. The Association, through its Board, shall have the power to make, levy and collect regular and special assessments for Common Expenses and such other assessments as are provided for by the Condominium Act and the provisions of this Declaration and all other expenses declared by the Directors of the Association to be Common Expenses from time to time.

13.2 UNIT OWNERS' GENERAL LIABILITY. All Common Expenses levied against Unit Owners and Units shall be on a uniform basis in the same proportion as the percentages of the undivided shares in the ownership of the Common Elements unless specifically otherwise provided for herein, without increase or diminution for the existence, or lack of existence, of any exclusive right to use a part of the Limited Common Elements. Should the Association be the owner of any Unit(s), the assessment, which would otherwise be due and payable to the Association or others by the owner of such Unit(s), shall be a Common Expense as the same relates to the collection of such sums from the Unit Owners to pay the Association's obligations. Developer's liability shall be as specified in Paragraph 7 of this Declaration.

13.3 PAYMENT. The assessments of the Association levied against the Unit Owner and his Unit shall be payable in such installments, and at such times, as may be determined by the Board of Directors of the Association.

13.4 EMERGENCIES. If statements levied are, or have prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem necessary.



a. RESERVE FUND. The Board of Directors of Association in assessing for Common Expenses shall include therein a sum to be collected and maintained as a reserve fund for maintenance, repair and replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Condominium Property.

b. OPERATING RESERVE FUND. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of special stress. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies.

13.5 SEPARATE PROPERTY. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration.

All monies received from assessments may be co-mingled with other monies held by the Association. All assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit the Association shall not be required to account to such owner for any share of the funds or assets of the Association.

13.6 DEFAULT. The payment of any assessment of installments thereof due to the Association shall be in default if such payment is not paid to the Association when due. If in default for in excess of ten (10) days, the delinquent assessment, or delinquent installments thereof and all advances permitted by Paragraph 14.8 hereof, shall bear interest at the rate equal to the maximum rate then allowed to be charged to individuals in the State of Florida. In addition, a late charge of Twenty-Five Dollars (\$25.00) which is acknowledged not to be a penalty, shall be then due and payable. In the event that any Unit Owner is in default in payment of any statements or installments thereof owed to the Association, said Unit Owner shall be liable for all costs of collecting the same, including reasonable attorneys' fees and court costs.

13.7 NO WAIVER. No Unit Owner may exempt himself from liability for any assessment levied by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit for which the assessments are made or in any other manner.

13.8 LIEN. The Association is hereby granted a lien upon each Condominium Unit, together with a lien on all tangible personal property located within said Unit (except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record), which lien shall secure the payment of all monies from each Unit Owner for which he is liable to the Association, including all assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien granted to Association may be foreclosed as provided in the Condominium Act. The lien granted to the Association shall further secure such advances for taxes and payment on account of Institutional Mortgages, liens or encumbrances which may be advanced by the Association in order to preserve and protect its lien. The Lien shall be effective, have priority, and be collected as provided by the Condominium Act, unless by the provisions of this Declaration, such liens would have a greater priority of dignity, in which event, the lien rights in favor of the Association having the highest priority and dignity shall be the lien of the Association. Notwithstanding anything herein to the contrary, any such lien shall be subordinate to any mortgage guaranteed by the Veterans Administration and any first mortgage on the Condominium Unit.

13.8.1 PROVISIO. In the event that any Institutional Mortgagee shall acquire title to any Unit by virtue of either foreclosure of a first mortgage, or a deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to the Condominium Unit or chargeable to the former Unit Owner of the Unit which became due prior to acquisition of title as a result of the foreclosure. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer and his successors and assigns. Nothing herein con-



tained shall be construed as releasing the party liable for such delinquent assessments from the payment thereof or the enforcement of collection of such payment by means other than foreclosure. Thereafter, all Unit Owners, of any nature, including without limitation, a purchaser at a judicial sale or Institutional Mortgagee, shall be liable for all assessments, both for Common Expenses or otherwise, coming due while he is the Unit Owner.

13.9 CERTIFICATE OF STATUS OF ASSESSMENTS. Any Unit Owner, mortgagee or lienor may require the appropriate certificate as set forth in 718.116(7), Fla. Stat.

13.10 NO OCCUPANCY UNTIL ASSESSMENTS PAID. In any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments of any nature. Any person who acquires an interest in a Unit, except through foreclosure of a first mortgage, including without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of such Unit until such time as all unpaid assessments and all court costs and attorneys' fees, if any, incurred by the Association and due and owing by the former Unit Owner, have been paid in full.

13.11 NO ELECTION OF REMEDIES. The institution of a suit at law for collection of any delinquent assessment may be maintained without waiving the lien securing the same. Proceeding by foreclosure to attempt to effect such collection shall not be deemed an election precluding the institution of suit at law for collection of the same. All Unit Owners do hereby waive pleading the theory of "election of remedies" in any such proceedings.

13.12 LIENS - MECHANICS. The creation and enforcement of mechanics' and other liens against the Units and Condominium Property, except those created by this Declaration, shall be governed by the provisions of the Condominium Act.

#### 14. TERMINATION

14.1 DESTRUCTION. If it is determined in the manner provided in Paragraph 12 that the Condominium Property as a whole shall not be reconstructed, the condominium will be terminated.

14.2 AGREEMENT. As provided in 718.117, Fla. Stat., the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all record owners of mortgages on Units.

14.3 CERTIFICATE. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records.

14.4 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 equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination so that the sum total of the ownership shall equal one hundred per cent (100%).

14.5 OCCUPANCY RIGHTS AFTER TERMINATION. In the event of termination of the Condominium by agreement pursuant to Paragraph 15.2 hereof, each Unit Owner shall have the perpetual exclusive right to occupy the air space which formerly constituted said Unit Owner's Condominium Unit prior to termination.

14.6 EXCLUSIVE RIGHTS EXTINGUISHED BY TERMINATION. All exclusive rights of use of Common Elements shall be extinguished by virtue of the termination of the Condominium.

14.7 AMENDMENT. This Paragraph 14 concerning termination cannot be amended without written consent of all Unit Owners and all record owners of mortgages upon the Units.

14.8 EQUITABLE RIGHTS. Unit Owners shall have such rights as provided in 718.118, Fla. Stat.

15. AMENDMENTS

Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

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

15.2 PROPOSAL OF AMENDMENT. An Amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by fifteen per cent (15%) of 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 within ten (10) days after the meeting. Except as elsewhere provided, a proposed amendment must be approved by either:

a. Not less than seventy five per cent (75%) of the entire membership of the Board of Directors and by not less than seventy five per cent (75%) of the votes of the entire membership of the Association. Provided, however, in the event said amendments relate to leasing of units, or provisions which are for the express benefit of Institutional Mortgagees, the Association shall furnish said mortgagees with notice of proposed amendments and must procure fifty-one per cent (51%) approval of said Mortgagee to the proposal in addition to the percentage unit owner approval provided for herein. An Institutional Mortgagee receiving written request for approval of amendments pursuant to this paragraph who does not deliver or post to the Association a negative response within thirty (30) days of such request, shall be deemed to have approved the amendments contained therein.

b. Until the first election of a majority of the directors by the membership as provided for in Article VIII of the Articles of Incorporation, only by all of the directors.

15.3 PROVISIO. Except as otherwise provided in this document:

a. No amendment shall alter a Unit Owner's percentage in the Common Elements, alter his proportional share in the Common Expense or Common Surplus, change a Unit Owner's voting rights, or alter the basis for apportionment of assessment which may be levied by the Association against a Unit Owner without the written consent of the Unit Owner. This provisions shall not be construed in derogation of 718.403, Fla. Stat.

b. No amendment shall be passed which shall impair or prejudice the rights and priorities of any Institutional Mortgagee without the written consent of the Institutional Mortgagee affected.

c. Prior to the recordation in the Public Records of a deed from the Developer, the Developer, without the joinder of any other person, may amend any of the provisions of this Declaration by filing an amendment in the Public Records.

15.4 EXECUTION AND RECORDING. Except as otherwise provided in this Declaration, a copy of each amendment shall be attached to a certificate, executed by the officers of the Association, certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records.

16. REMEDIES

16.1 RELIEF. Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration. A violation thereof shall entitle the appropriate party to the following relief:

An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Condominium Act or law. Suit may be sought by Association, Developer, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association, Developer, or the other Unit Owners, and that such injury may be irreparable.

16.2 COSTS AND ATTORNEYS' FEES. In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or Association, including the enforcement of any lien granted pursuant to this Declaration, the Developer shall be entitled to recover the costs of proceeding, including reasonable attorneys' fees. Further, in the event proceedings are instituted by or against the Developer or any affiliated company of the same, or any individual connected with the same (including but not limited to the parent company of the Developer, or the initial directors of the Association) for any reason whatsoever, including but not limited to (1) actions for declaratory judgment, (2) any claims that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its exhibits, or (3) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, or if the Developer and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceeding, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Orange County for the purpose of testifying at trial or deposition; expert witnesses; fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

16.3 NO WAIVER. The failure of the Developer to enforce any right, provisions, covenant, or condition created or granted by this Declaration shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

16.4 RIGHTS CUMULATIVE. All rights, remedies and privileges granted to Association, developer or unit owner pursuant to any of the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to please or defend the same as the theory of "election of remedies".

16.5 VENUE; WAIVER OF TRIAL BY JURY. Every Unit Owner or Occupancy and all persons claiming any interest in a Unit agrees that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court in and for Orange County, Florida, or the appropriate United States District Court of Florida, as the same is now constituted or any court in the future that may be successor to the courts contemplated herein. All such parties, except the Developer, do further waive the right to trial by jury and consent to a trial by the court without a jury.

#### 17. MISCELLANEOUS RIGHTS OF DEVELOPER

17.1 CONFLICT OF INTERESTS. No representatives of the Developer serving on the Board of Directors of the Association shall be required to disqualify himself from any vote upon any management contract, lease, or other matter between the Developer and the Association where the Developer may have a pecuniary or other interest. Developer,

as a member of Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract, lease, or other matter where Developer may have a pecuniary or other interest, nor shall any conflict of interest be a cause of partial or total invalidity of the matter voted upon whether or not such vote was necessary for the adoption, ratification, or execution of the same.

17.2 RIGHT TO USE FACILITIES. Notwithstanding any provisions of this Declaration to the contrary, the Developer shall have the right to use and occupy any unsold Unit, the Common Elements and any of the Limited Common Elements, the exclusive use of which have not been assigned, for the purpose of a Sales Office or for any other purpose.

#### 18. NOTICES

Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, at their place of residence in the Condominium. Notice to the Association shall be delivered or mailed to the Secretary of the Association, or in case of the Secretary's absence, then to the President of the Association.

Notice to the Developer shall be made by delivery to Developer at:  
 4481 Middlebrook Road  
 Orlando, Florida

#### 19. RIGHTS OF FIRST MORTGAGE HOLDER OR GUARANTORS OF SAME

Upon written request to the Association by an Institutional Mortgagee holding a first mortgage on a Unit they shall be entitled to receive timely written notice of:

- a. Any condemnation loss or any casualty which affects a material portion of Middlebrook Pines Condominium, or any condominium parcel on which there is a first mortgage held, insured, or guaranteed by such Institutional Mortgagee.
- b. Any delinquency in the payment of assessments or charges owned by an owner of a condominium parcel subject to a first mortgage held, insured or guaranteed by such Institutional Mortgagee, which remains uncured for a period of sixty (60) days;
- c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

#### 20. CONDEMNATION PROCEEDINGS

If condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire Association shall secure the condemnation award in accordance with the ratio of ownership herein provided as it pertains to the Common Elements and disburse same to Unit Owners and their mortgagees as their interest appear of record. The Association shall give prompt written notice to each holder of a mortgage or record of any such condemnation procedures and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or part thereof. Each Unit Owner hereby appoints the Association as its attorney-in-fact for the purposes described herein.

#### 21. CONSTRUCTION

All provisions of this Declaration shall be construed in accordance with the Laws of the State of Florida. This construction shall govern in all matters, including matters of substantive and procedural law.

22. GENDER

Unless the contrary appears to have been intended, words in the plural number shall include the singular and words in the singular shall include the plural, and words in the female gender shall include the male gender and the neuter gender.

23. CAPTIONS

The captions to the paragraphs of this Declaration are intended for convenience only and are not deemed to be all inclusive as to the matters contained in such paragraphs or considered in connection with the construction of any of the provisions of this Declaration.

24. SEVERABILITY

If any terms or provisions of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those to which such terms may be held invalid or unenforceable, shall not be effected thereby and each term and provision of the Declaration shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, The Developer has executed this Declaration on this 10 day of May, 1983.

Signed, sealed and deliver in the presence of:

[Signature]  
Daryl G. Hemmery

BURG AND LASTITION, INC. (SEAL)

By [Signature]  
Norman L. Burg, Jr., President

Attest [Signature]  
Walter Lastition, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared NORMAN L. BURG, JR. AND WALTER LASTITION, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary respectively of BURG AND LASTITION, INC., a Florida corporation, and they severally acknowledged before me that they executed such instrument as such officers of said corporation and that the seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at the State and County aforesaid this 10 day of May, 1983.

[Signature]  
Notary Public

My commission expires: 5/2/86

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged MIDDLEBROOK CONDOMINIUM ASSOCIATION, INC. and MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC., hereby agree to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto, jointly and severally.

IN WITNESS WHEREOF, the above named corporations have caused these presents to

be signed in their name by their President, attested to by their Secretary, this 10 day of May, 1983.

Signed, sealed and delivered in the presence of:

Gene J. Be

Wayl G. Hemmery

Gene J. Be

Wayl G. Hemmery

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC. (SEAL)

By Norman L. Burg, Jr.  
Norman L. Burg, Jr., President

Attest Walter Lastition  
Walter Lastition, Secretary

MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC. (SEAL)

By Norman L. Burg, Jr.  
Norman L. Burg, Jr., President

Attest Walter Lastition  
Walter Lastition, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared NORMAN L. BURG, JR. and WALTER LASTITION, to me well known to be the persons described in and who executed the foregoing instrument as President and Secretary of MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC. and MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC. and they severally acknowledged before me that they executed such instrument as such officers of said corporations and that the seals affixed thereto are the corporate seals of said corporations and that they were affixed to said instrument by due and regular corporate authority and that said instrument is the free act and deed of said corporations.

WITNESS my hand and official seal at the State and County aforesaid this 10 day of May, 1983.

Wayl G. Hemmery  
Notary Public

My commission expires: 5/2/86

SCHEDULE A TO DECLARATION OF CONDOMINIUM

LEGAL DESCRIPTION

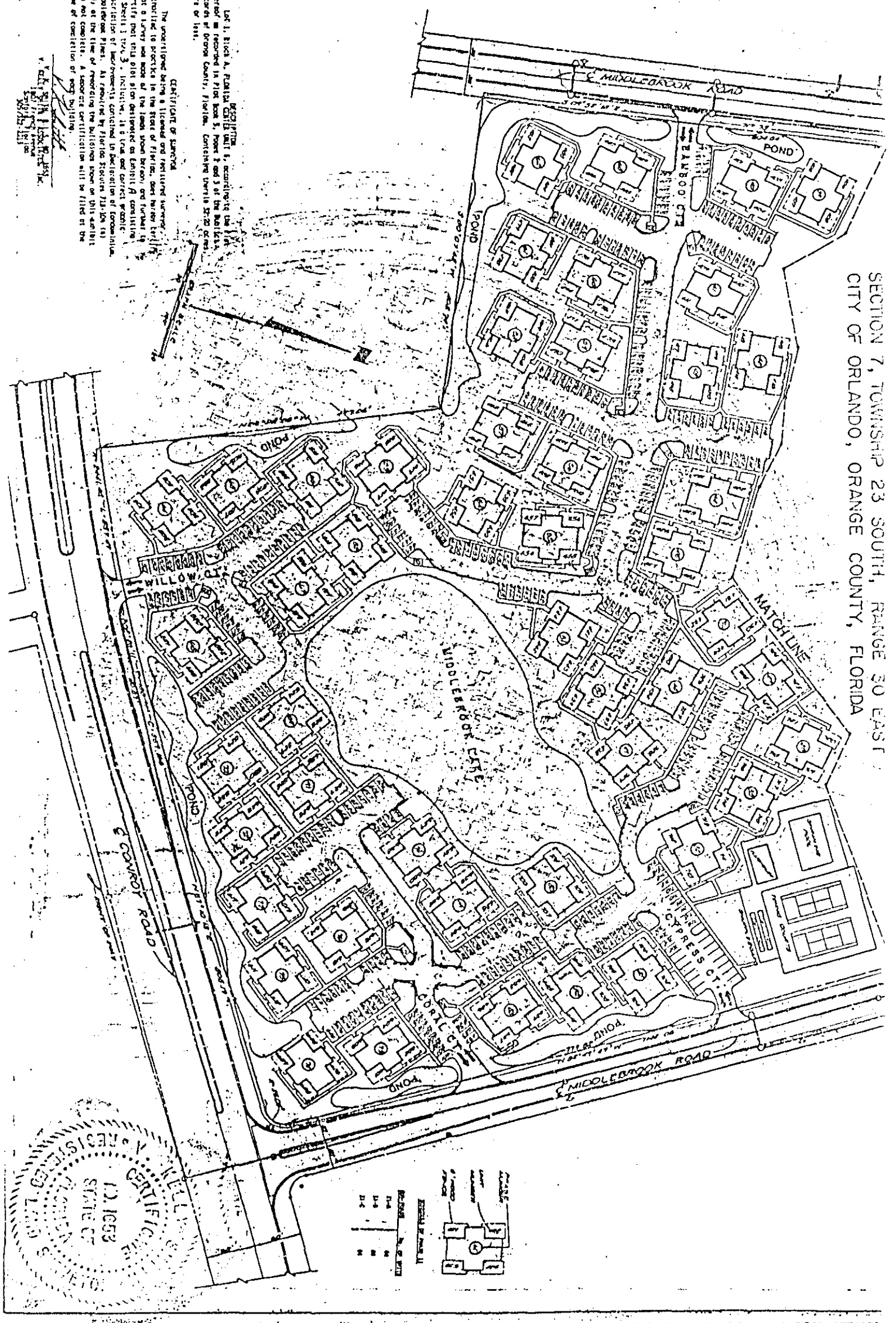
Lot 1, Block A, FLORIDA CENTER, UNIT 6, according to the plat thereof as recorded in Plat Book 5, pages 2 and 3, of the Public Records of Orange County, Florida. Together with easements recorded in Official Record Book 3385, page 1045, and Official Record Book 3385, page 1042, Orange County, Fl.



EXHIBIT A TO DECLARATION OF CONDOMINIUM

SURVEY AND SITE PLAN

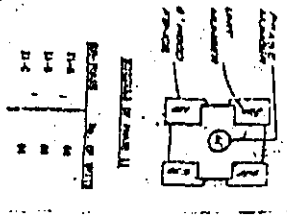
SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST  
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



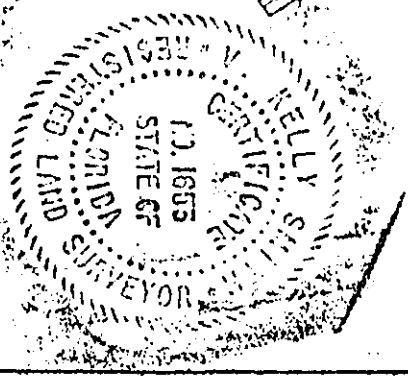
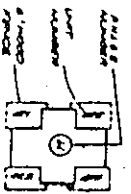
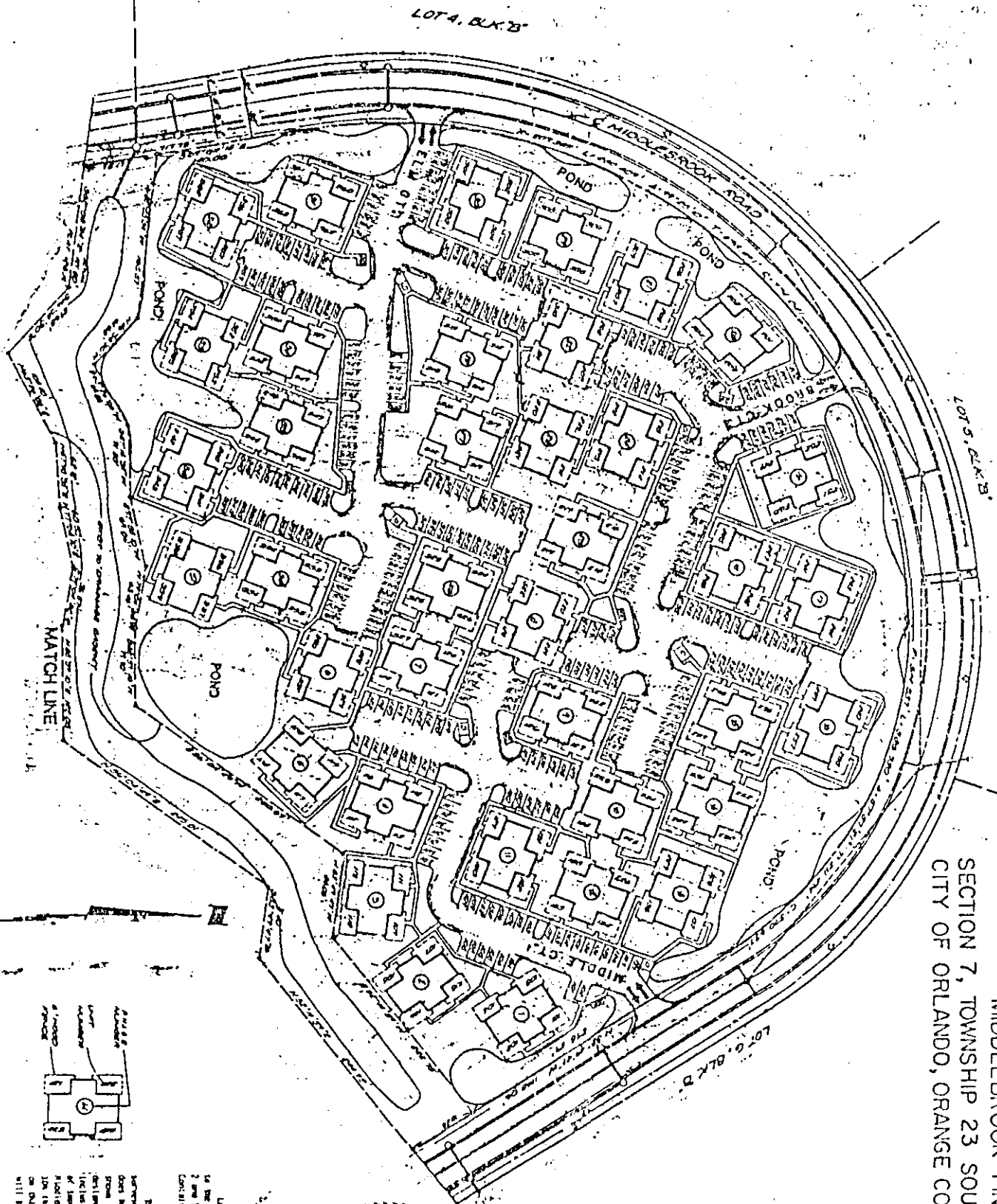
Let 1, Block A, Florida City Unit 1, comprising the first thereof as recorded in Plot Book 5, Pages 1 and 2 of the Public Records of Orange County, Florida, containing therein 57.22 acres, more or less.

**CERTIFICATE OF CORRECTION**  
The undersigned being a licensed and registered surveyor authorized to practice in the State of Florida, have before me this day a survey map made of the town shown herein and further certify that this plot plan designated as Exhibit A consisting of sheets 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 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V. K. ...  
Surveyor



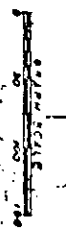
MIDDLEBROOK PINES, A CONDOMINIUM  
SECTION 7, TOWNSHIP 23 SOUTH, RANGE 30 EAST  
CITY OF ORLANDO, ORANGE COUNTY, FLORIDA



**RESURVEY**  
Lot 1, Block A, RUBEN CENTER UNIT 5, according to the plat thereof as recorded in Public Book 5, Pages 2 and 3 of the Public Records of Orange County, Florida, Commission Order of 28 April, 1983.

**CERTIFICATE OF SURVEY**  
The undersigned being a Licensed and Registered Surveyor, authorized to practice in the State of Florida, does hereby certify that a survey was made on the lands shown herein, and further is certified that this plat does not contain an exhibit of conflicting interests, and that the same is a true and correct plat of said description of improvements contained in the Declaration of Condominium, Middlebrook Pines, as recorded by Florida Statutes 718.106 (1) (d), at the time of recording. The platting shown on this plat is not complete. A separate certificate will be filed at the time of completion of pool building.

*[Signature]*  
W. L. ...  
Surveyor  
No. ...  
Exp. ...



PC 3430 PG 926

DESCRIPTION

Lot 1, Block A, FLORIDA CENTER UNIT 6, according to the Plot thereof as recorded in Plot Book 5, Pages 2 and 3 of the Public Records of Orange County, Florida. Containing therein 32.20 acres, more or less.

CERTIFICATE OF SURVEYOR

The undersigned being a licensed and registered surveyor, authorized to practice in the State of Florida, does hereby certify that a survey was made of the lands shown hereon, and further to certify that this plot plan designated as Exhibit A consisting of Sheets 1 thru 3, inclusive, is a true and correct graphic description of improvements contained in Declaration of Condominium, Middlebrook Pines. As required by Florida Statute 718-101 (4) (E) at the time of recording the buildings shown on this exhibit are not complete. A separate certification will be filed at the time of completion of each building.

*V. Kelly Smith*  
V. Kelly Smith, R.L.S. 2011-1653  
V. Kelly Smith & Associates, Inc.  
1207 French Avenue  
Suwanee, Florida 31788  
867-522-2211

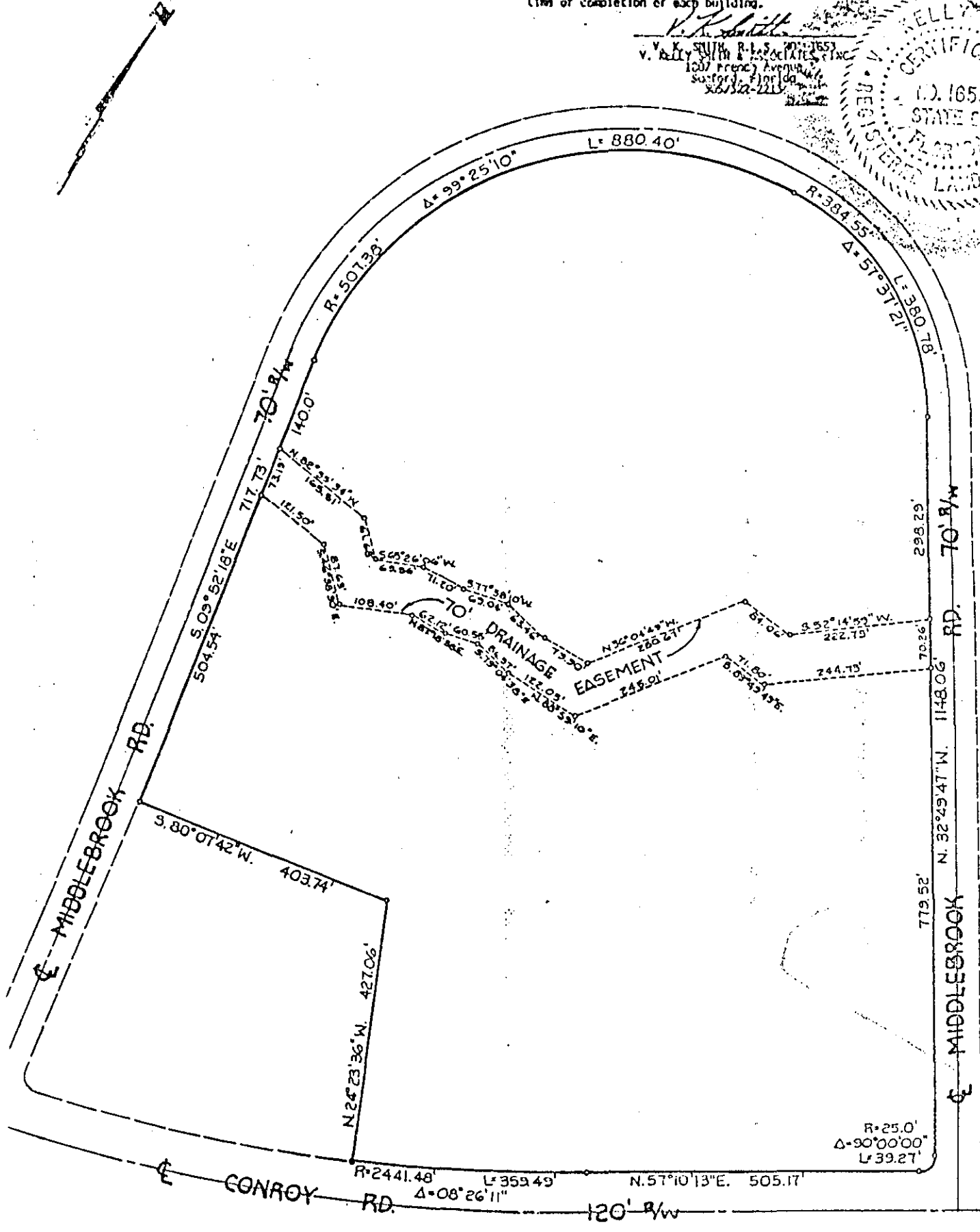
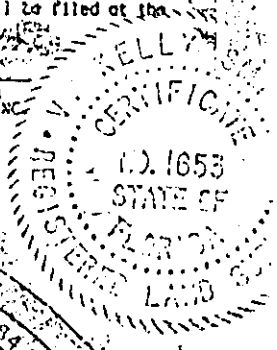


EXHIBIT A-1 to EXHIBIT A

PERCENTAGE OF COMMON EXPENSES

EXHIBIT A-1 TO EXHIBIT A

UNDIVIDED SHARE OF EACH UNIT OWNER'S SHARE IN THE COMMON ELEMENTS AND THE PROPORTIONS OF AND MANNER OF SHARING COMMON EXPENSES AND OWNING COMMON SURPLUS AS EACH PHASE IS COMPLETED.

<u>Phases Completed</u>	<u>Proportionate Share</u>
1	1/4
2	1/8
3	1/12
4	1/16
5	1/20
6	1/24
7	1/28
8	1/32
9	1/36
10	1/40
11	1/44
12	1/48
13	1/52
14	1/56
15	1/60
16	1/64
17	1/68
18	1/72
19	1/76
20	1/80
21	1/84
22	1/88
23	1/92
24	1/96
25	1/100
26	1/104
27	1/108
28	1/112
29	1/116
30	1/120
31	1/124
32	1/128
33	1/132
34	1/136
35	1/140
36	1/144
37	1/148
38	1/152
39	1/156
40	1/160
41	1/164
42	1/168
43	1/172
44	1/176
45	1/180
46	1/184
47	1/188
48	1/192
49	1/196
50	1/200
51	1/204
52	1/208
53	1/212
54	1/216
55	1/220
56	1/224

<u>Phases Completed</u>	<u>Proportionate Share</u>
57	1/228
58	1/232
59	1/236
60	1/240
61	1/244
62	1/248
63	1/252
64	1/256
65	1/260
66	1/264
67	1/268
68	1/272
69	1/276
70	1/280
71	1/284
72	1/288
73	1/292
74	1/296
75	1/300
76	1/304
77	1/308
78	1/312
79	1/316
80	1/320
81	1/324
82	1/328
83	1/332
84	1/336
85	1/340
86	1/344

EXHIBIT B TO DECLARATION OF CONDOMINIUM

ARTICLES OF INCORPORATION

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.



# State of Florida



Department of State

*I certify that the attached is a true and correct copy of the Articles of Incorporation of*

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida, filed on May 5, 1983.*

*The charter number for this corporation is 768299.*

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 5th day of May, 1983.



George Firestone  
Secretary of State

FILED  
MAY 5 1 59 PM '83  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

## ARTICLES OF INCORPORATION

OF

MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.  
(A Florida corporation not for profit)

In order to form a corporation under and in accordance with the provisions of the Laws of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do by these Articles of Incorporation, set forth:

ARTICLE I

The name of this corporation shall be as indicated in the title of this instrument. This corporation shall hereinafter be referred to as the "Association".

ARTICLE II

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes, hereinafter referred to as the "Condominium Act", to operate that certain Condominium, bearing the same name as the Association, (hereinafter referred to as the "Condominium") as MIDDLEBROOK PINES CONDOMINIUM, Orlando, Florida, and to be a member of the MIDDLEBROOK PINES PROPERTY OWNERS' ASSOCIATION, INC. Upon recordation of these Articles of Incorporation this corporation shall automatically become a member of the Property Owners' Association.

ARTICLE III

The Association shall have the following powers:

1. The Association shall have all of the powers and privileges granted to corporations not for profit except where the same are in conflict with the Declaration of Condominium and Exhibits attached hereto.

2. The Association shall have all of the powers reasonably necessary to implement and effectuate the purposes of the Association except as limited herein, as specified in the Declaration of Condominium and 718.111, Fla. Stat., including, but not limited to:

(a) To make and establish Rules and Regulations governing the use of the Condominium Property.

(b) To levy and collect assessments against members of the Association to defray the expenses of the Condominium as provided for in the Declaration of Condominium and Exhibits attached therefor.

(c) To maintain, improve, repair, reconstruct, replace, operate and manage the Condominium Property.

(d) To contract for the management of the Condominium and to delegate in such contract all or any part of the powers and duties of the Association.

(e) To enforce the provisions of said Declaration of Condominium and Exhibits attached thereto and the Rules and Regulations governing the use of said Condominium.

(f) To grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium Property.

(g) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association.

The provisions of the Declaration of Condominium and Exhibits attached hereto which provide for the conduct of the affairs of the Association and create, divide, limit and regulate the powers of the Association, directors and members shall be deemed provisions hereof.

ARTICLE IV

The qualification of members, the manner of their admission, termination of such membership and voting by members shall be as follows:

1. The owners of all Units in the Condominium and the Subscribers to this Certificate of Incorporation shall be members of the Association. No other persons or entities shall be entitled to membership. Membership of the subscribers shall terminate upon the Developer being divested of all units in the condominium and control of the Association is turned over to the members.

2. Subject to the provisions of the Declaration of Condominium and the Bylaws of the Association, membership shall be established by the acquisition of fee title to a Unit in the Condominium. The membership of any party shall be automatically terminated upon his being divested of title to all Units owned by such member in the Condominium. Membership is non-transferable except as an appurtenance to a Unit.

3. On all matters on which the membership shall be entitled to vote, each member shall have one vote for each Unit in the Condominium owned by such member. Such vote may be exercised or cast by the owner or owners of each Unit in such manner as is provided for in the Declaration, or in the Bylaws adopted by the Association.

4. Until such time as the Condominium Property which this Association is intended to operate is submitted to Condominium ownership by the recordation of the Declaration of Condominium the membership of the Association shall be comprised of the Subscribers to these Articles, each of whom shall be entitled to cast one vote on all matters on which the membership shall be entitled to vote.

ARTICLE V

The Association shall have perpetual existence.

ARTICLE VI

The principal office of the Association shall be located on the Condominium Property, Orlando, Florida. The registered office of the Association shall be located at 5233 Pennock Point, Jupiter, Florida, and the registered agent at such address shall be Norman L. Burg, Jr.

ARTICLE VII

The affairs of the Association will be managed by a Board of Directors initially consisting of three directors who need not be members of the Association.

At such time as the members are entitled to elect all directors as set forth in 718.301 Fla. Stat., and subject to the provisions of the Bylaws, the Board of Directors shall consist of three directors.

Directors of the Association shall be elected at the annual meeting, in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.

The Directors named in these Articles shall serve pursuant to the Bylaws and the Condominium Act and any vacancies in their number occurring shall be filled as the Bylaws provide.

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:

Norman L. Burg, Jr.	5233 Pennock Point Jupiter, Fl 33458
Walter Lastition	8 Bamboo Lane Jupiter, Fl 33458
Eugene F. Bie	513 U. S. No. 1 North Palm Beach, Fl 33408

#### ARTICLE VIII

Subject to the provisions of the Bylaws, the Officers of the Association shall be elected by the Board of Directors. Officers shall serve at the pleasure of the Board. The names of the Officers who shall serve until their successors are elected are as follows:

PRESIDENT:	Norman L. Burg, Jr.
SECRETARY:	Walter Lastition
TREASURER:	Eugene F. Bie

#### ARTICLE IX

The original Bylaws of the Association shall be adopted by a majority vote of the Directors of the Association. The Bylaws may be altered or rescinded by the Board of Directors and the members of the Association subject to the provisions thereof.

#### ARTICLE X

These Articles of Incorporation may be amended in the following manner:

1. PROPOSAL. Amendments to these Articles may be proposed by the Board acting upon a vote of the majority of the Directors or by members of the Association having a majority of the votes in the Association, whether meeting as members or by an instrument in writing signed by them.
2. CALL FOR MEETING. Upon any amendment to these Articles being proposed by said Board or members, such proposed amendment or amendments shall be transmitted to the President of the Association, or other officer of the Association in the absence of the President, who shall thereupon call a Special Joint Meeting of the Board and the membership for a date not sooner than twenty (20) days or later than sixty (60) days from receipt of such officer of the proposed amendment. It shall be the duty of the Secretary to give to each member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a Special Meeting of the members is required.
3. VOTE NECESSARY; FILING. In order for each amendment to become effective, the same must be approved by an affirmative vote of sixty-six per cent (66%) of the entire membership of the Board and by an affirmative vote of the members having fifty-one per cent (51%) of the votes in the Association. Such amendment shall be filed within ten (10) days from said approval with the Office of the Secretary of the State of Florida.

Notwithstanding the foregoing provisions of this Article, no amendments to these Articles of Incorporation may be adopted to become effective without the prior written consent of Developer. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium or which causes the Association or its members to violate any of the same.

ARTICLE XII

The share of any member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Unit. The funds and assets of the Association shall belong solely to the Association and are subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized in the Declaration of Condominium, and Exhibits attached hereto.

ARTICLE XIII

All provisions of the Declaration and Exhibits attached thereto shall be deemed ratified and fully disclosed hereunder.

ARTICLE XIV

The Association does and shall indemnify its officers and directors as provided in the Bylaws.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 3 day of May, 1983.

*Norman L. Burg Jr*  
\_\_\_\_\_  
NORMAN L. BURG, JR.

*Walter Lastition*  
\_\_\_\_\_  
WALTER LASTITION

*Eugene F. Bie*  
\_\_\_\_\_  
EUGENE F. BIE

I hereby accept the designation as Registered Agent as set forth in these Articles of Incorporation.

*Norman L. Burg Jr*  
\_\_\_\_\_  
NORMAN L. BURG, JR.

STATE OF FLORIDA

COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared NORMAN L. BURG, JR., WALTER LASTITION and EUGENE F. BIE, who after first being duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes expressed in such Articles, this 3 day of May, 1983.

*Paul A. Hemming*  
\_\_\_\_\_  
Notary Public, State of Florida at Large

(NOTARY SEAL)

My commission expires: 5/2/84

EXHIBIT C TO THE DECLARATION OF CONDOMINIUM

BYLAWS OF MIDDLEBROOK PINES CONDOMINIUM ASSOCIATION, INC.