

(xiv) Provisions that specifically and explicitly expressly benefit Eligible holders of a first mortgage lien, mortgage holders, insurers or guarantors;

(xv) The prorata interest or obligations of any individual Unit for the purpose of: a) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards or b) determining the prorata share of the ownership of each Unit in the Common Areas, except as provided in the expansion provisions;

(xvi) Dimensions of any Unit by partition or subdivision;

(xvii) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas;

(xviii) Use hazard insurance proceeds for losses to any Condominium Property (whether two Units or two Common Areas) for other than repair, replacement or reconstruction of such Condominium Property, except as provided by statute in case of substantial loss to the Units and/or Common Areas.

Notwithstanding the above, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas by the Condominium Property shall not be deemed a transfer within the meaning of this clause.

(c) Eligible holders of a first mortgage lien shall have the right to examine the books and records of the Association or the Condominium project.

(d) the consent of Eligible holders of first mortgages on Units to additions or amendments to the Condominium organizational documents shall not be required except in those instances, previously described, in which the Eligible holders of first mortgages on Units are entitled to written notice of such proposed addition or amendment;

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

(f) in any event, Declarant reserves the right and power, and each Unit owner by acceptance of a deed to a Unit is deemed, to and does give and grant to Declarant a power of attorney, which right and power is coupled with an interest and runs with the title to a Unit and is irrevocable (except by Declarant), without the consent, approval or signature of each Unit owner, to (i) amend the Condominium organizational documents, to the extent necessary to conform to the requirements then governing the purchase or insurance of mortgages by The Mortgage Corporation, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Mortgage Guaranty Insurance Corporation, Department of Housing and Urban Development, the Federal Housing Administration, the

Veterans Administration, or any other similar agency or organization, provided that the appropriate percentage (as described elsewhere herein) of Eligible holders of first mortgage liens is obtained, (ii) induce any such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit ownerships, (iii) to correct typographical errors, surveyor errors in descriptions or otherwise or obvious factual errors the correction of which would not impair the interest of any Unit owner or mortgagee, (iv) bring this Declaration into compliance with the Act or (v) to amend Exhibits "A", "B", "D", "E" and "F" for each expansion; and further provided that if there is a Unit owner other than the Declarant, the Declaration shall not be amended to increase the scope or the period of control of the Declarant. Each deed, mortgage, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of Declarant to vote in favor of, make, execute and record any of the foregoing amendments. The rights of Declarant under this Section shall terminate at such time as Declarant no longer holds or controls title to a Unit and the right of Declarant to add the Additional Property has expired.

An Eligible holder of a first mortgage on a Unit who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives such written notice, (provided that notice was delivered by certified or registered mail, return receipt requested), shall be deemed to have approved such request. The rights of Declarant shall terminate at such time as Declarant no longer holds or controls title to a Unit and the right to expand the Condominium has expired.

Section 2. Method to Amend. An amendment to this Declaration (or the Plans or the By-Laws), adopted with the consents hereinbefore provided, shall be executed with the same formalities as this Declaration by two officers of the Association and shall contain their certification that the amendment was duly adopted in accordance with the foregoing provisions. Any amendment adopted by the Declarant or a duly empowered successor Declarant pursuant to authority granted it pursuant to the Declaration shall be duly executed by it with the same formalities as to execution as this Declaration and shall contain the certification of such signor or signors that such amendment is made pursuant to authority vested in the Declarant or any duly empowered successor Declarant by the Declaration. Any amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of the same with the Recorder of Hamilton County, Indiana.

ARTICLE XVIII.

EXPANSIONS

Section 1. Reservation of Expansion Option and Option not to Expand. Declarant expressly reserves the option to expand the Condominium Property as provided in this article. Notwithstanding the foregoing, the Declarant reserves an option to not expand the Condominium.

Section 2. Limitations on Option. Declarant has no limitations on its option to expand the Condominium Property except as provided in this article, or elsewhere in this Declaration, and except as otherwise so expressly

limited, has the sole right, power, and authority to expand the Condominium Property. No Unit owner's consent is required to enable Declarant to expand the Condominium Property.

Section 3. Maximum Expansion Time. Declarant's option to expand the Condominium Property shall expire and terminate at the end of seven years from the date this Declaration is filed for record, unless Declarant, by written notice to the Association, elects to waive that option effective at a time prior to the expiration of that seven-year period. There are no other circumstances that will terminate that option prior to the expiration of that seven-year period.

Section 4. Legal Description. A legal description, by metes and bounds, of all Additional Property that, through exercise of Declarant's option, may be added to the Condominium Property by submission to the Condominium Act as part of this Condominium, is attached hereto and marked "Exhibit E", and referred to herein as the "Additional Property".

Section 5. Composition of Portions Added. Neither all nor any portion of the Additional Property must be added to the Condominium Property, nor, if any of the Additional Property is added, shall it be required that a particular portion of the Additional Property must be added, provided that portions added meet all other requirements set forth in this article, and all improvements on portions added are substantially completed prior to the time added to the Condominium. Except as expressly provided in this article, there are no limitations on the portions of the Additional Property that may be added to the Condominium Property.

Section 6. Time for Adding Portions. Portions of the Additional Property may be added to the Condominium Property from time to time, and at different times, within the time limit previously described. There are no limitations fixing the boundaries of portions added, or regulating the order in which portions are added.

Section 7. Improvement Location Limitations. There are no established or defined limitations as to the location of any improvements that may be made on any portion of the Additional Property added to the Condominium Property except such limitations as may then be in effect by reason of the laws and lawful rules and regulations of the appropriate governmental bodies and authorities having jurisdiction.

Section 8. Maximum Number of Units. The maximum total number of Units that may be created on the Additional Property and added to the Condominium Property is one hundred sixty (160), provided, that the foregoing shall neither limit nor restrict nor be so construed as to limit or restrict the number of dwelling units that may be constructed on all or any portion of the Additional Property that is not added to the Condominium Property. Subject to the foregoing total maximum of Units that may be added to the Condominium Property there is no limit as to the maximum number of Units per acre that may be created on any portion of the Additional Property added to the Condominium Property, provided that the total number of Units in the Condominium, after any portion of the Additional Property is added thereto, shall not exceed the number of Units per acre allowed by applicable zoning.

Section 9. Non-Residential Uses. The maximum percentage of the aggregate land and floor area of all Units that may be created on the Additional Property or portions thereof and added to the Condominium Property that are not restricted exclusively to residential use is zero, since no such Unit may be so created and added. There is no restriction on the use of the Additional Property, or any portion thereof, which is not added to the Condominium Property.

Section 10. Compatibility of Structures. All structures erected on all or any portion of the Additional Property and added to the Condominium Property will be consistent with and be reasonably compatible with, but need not be substantially identical to, the structures then on the Condominium Property in terms of quality of construction, the principal materials to be used, and architectural style and design. Consistency and compatible style and design shall be deemed to exist if the exterior appearance of the structures on the Additional Property is compatible and harmonious with those then on the Condominium Property. Design shall not be deemed to be incompatible or not compatible because of changes in the number of dwelling units in a Building, variances in set-backs or locations of structures in relation to other improvements, or changes in layout of Units.

Section 11. Improvements other than Structures. With respect to improvements other than structures on any Additional Property added to the Condominium Property, there is no requirement that any such improvements must be made and there are no restrictions or limitations upon what, if any, such non-structural improvements shall be made; except that any such non-structural improvements shall not be incompatible with other improvements than then on the Condominium Property.

Section 12. Types of Units. The types of Units and recreational facilities which may be constructed upon the all or any portion of the Additional Property and added to the Condominium Property are shown on the Plans filed herewith, but need not be substantially identical to such Plans or to any of the types of Units then on the Condominium Property.

Section 13. Limited Common Areas. Declarant reserves the right with respect to all or any portion of the Additional Property added to the Condominium Property to create Limited Common Areas therein consistent in type, size, and number as those areas then so designated as such in the Condominium Property, including, without limiting the generality of the foregoing, patios, porches, decks, and limited common driveway areas in front of garages. The precise size and number of such newly created Limited Common Areas cannot be ascertained precisely, because those facts will depend on how large each portion added may be, the size and location of the Buildings and other improvements on each portion, and other factors presently undetermined.

Section 14. Supplementary Plans. Declarant does not consider any other drawings or plans, other than the Condominium Plans, presently appropriate in supplementing the foregoing provisions of this article. However, at such time as Declarant adds all or any portion of the Additional Property to the Condominium Property it shall file drawings and plans with respect to the Additional Property as required by the Condominium act.

Section 15. Procedures for Expansion. All or any portion of the Additional Property shall be added to the Condominium Property by the

execution and filing for record by the Declarant and all owners and ground lessees of the land so added, in the manner provided by the Condominium act, of an amendment to the Declaration that contains the information, drawings and plans with respect to the Additional Property and improvements thereon added required by the Condominium act.

Section 16. Effects of Expansion. Upon the filing for record of an amendment to the Declaration adding all or any portion of the Additional Property to the Condominium Property:

(a) the added portion shall thereafter be subject to all of the terms and provisions hereof, to the same extent and with the same effect as if that added portion had been provided herein as constituting part of the Condominium Property, that is, the rights, easements, covenants, restrictions and assessment plan set forth herein shall run with and bind the added portion in the same manner, to the same extent, and with the same force and effect as the terms of this Declaration apply to the Condominium Property;

(b) the owner or owners of the added portion shall thereupon become members, to the same extent, with the same effect, subject to the same obligations, and imbued with the same rights, as all other members; and

(c) the undivided interests of Units in the Common Areas, as so expanded, shall be reallocated as follows. Each amended Declaration shall include (i) an amended Exhibit "D" which shall amend Exhibit "D" hereto by setting forth the legal description of such addition, and (ii) an amended Exhibit "B" which shall amend Exhibit "B" hereto by setting forth the amended percentages of the undivided interests in the Common Areas (as amended and added to by such amended Declaration) allocated to each Unit (including all previous Units and the additional Units added by such amended Declaration). The percentages of the undivided ownership interest in the Common Areas as amended by each amended Declaration, and as set forth in the amended Exhibit "B", shall be determined and adjusted in the following manner:

A. The Common Areas as amended by such amended Declaration shall be deemed to consist of:

(i) the Common Areas as existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Common Areas"); and

(ii) the Common Areas added by such amended Declaration (hereinafter referred to as the "Added Common Areas").

B. The Units as amended by such amended Declaration shall be deemed to consist of:

(i) the Units as existing immediately prior to the recording of such amended Declaration (hereinafter referred to as the "Existing Units"); and

(ii) the Units added by such amended Declaration (hereinafter referred to as the "Added Units").

The size of each of the Added Units shall be added to the current aggregate size of the Existing Units and the total thereof shall be deemed to be the new size of all Units of the Property. "Size" as used in this paragraph shall be determined by the Declarant as of the date of such recording of the amended Declaration. Such determination by the Declarant shall be conclusive and binding upon all Unit owners, mortgagees and other parties who then or in the future have any interest in the Property.

C. The percentage of undivided ownership interest, as amended and adjusted by such amended Declaration, in the entire Common Areas, consisting of the Existing Common Areas, plus the Added Common Areas, to be allocated among all the Units, consisting of the Existing Units plus the Added Units, shall be computed by taking as a basis the size of each Unit in relation to the size of all Units of the Property, determined as aforesaid.

The Existing Units shall be entitled to their respective percentages of ownership, as amended and adjusted and set forth in amended Exhibit "B" attached to such amended Declaration, in the Added Common Areas, as well as in the Existing Common Areas.

D. Each and all of the provisions of this Declaration and the Exhibits attached hereto, as amended by each such successive amended Declaration and the amended Exhibits attached thereto, shall be deemed to apply to each and all of the Units, including all such Added Units as well as all Existing Units, and to all of the Common Areas, including all such Added Common Areas as well as all Existing Common Areas.

E. The recording of an amended Declaration shall not alter or affect the amounts of any liens for Common Expenses due from any Existing Unit owners prior to such recording, nor the respective amounts theretofore assessed to or due from Existing Unit owners for Common Expenses or other assessments.

F. The lien of any mortgage encumbering any Existing Unit, together with its appurtenant percentage of undivided ownership interest in the Existing Common Areas, shall automatically be deemed to be adjusted and amended when an amended Declaration is recorded, in accordance with the respective percentage of undivided ownership interest in the Common Areas for such Existing Unit as set forth in the amended Exhibit "B" attached to such amended Declaration, and the lien of such mortgage shall automatically attach in such percentage to the Added Common Areas.

(d) in all other respects, all of the provisions of this Declaration shall include and apply to such additional portions, and to the owners, mortgagees and lessees thereof, with equal meaning and of like force and effect.

(e) Each owner by acceptance of the deed conveying his Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amended Declaration is and

shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective percentages of ownership in the Common Areas as set forth in each such amended Declaration shall be deemed to be made by agreement of all Unit owners.

(f) The foregoing provisions of this Declaration and deeds and mortgages of the Units and Common Areas contain and will contain clauses designed to accomplish a shifting of the Common Areas. None of said provisions shall invalidate the other toward the end that a valid shifting of the percentage interest in the Common Areas can be accomplished.

ARTICLE XIX.

GENERAL PROVISIONS

Section 1. Covenants Running With the Land. The covenants, conditions, restrictions, easements, reservations, liens and charges created hereunder or hereby shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in or to all or any part of the Condominium Property, and the Association, and their respective heirs, executors, administrators, successors and assigns.

Section 2. Enforcement. In addition to any other remedies provided in this Declaration, Declarant, (only with respect to those rights directly benefiting the Declarant), the Association, and each Unit owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges set forth herein or in the By-Laws or now or hereafter imposed by or through the Association's rules and regulations. Failure by Declarant, the Association or by any Unit owner to proceed with such enforcement shall in no event be deemed a waiver of the right to enforce at a later date the original violation or a subsequent violation, nor shall the doctrine of laches nor any statute of limitations bar the enforcement of any such restriction, condition, covenant, reservation, easement, lien or charge. Further, the Association and each Unit owner shall have rights of action against each other for failure to comply with the provisions of the Condominium organizational documents, rules and regulations, and applicable law, and with respect to decisions made pursuant to authority granted thereunder, and the Association shall have the right to assess reasonable charges against a Unit owner who fails to comply with the same, including the right to assess charges for the costs of enforcement and arbitration.

Section 3. Severability. Invalidation of any one or more of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect. In the event any language of this Declaration conflicts with mandatory provisions of the Condominium act, the latter's requirements shall prevail and the conflicting language shall be deemed to be invalid and void, provided that such invalidity shall in no wise affect any other provisions of this Declaration, which provisions shall remain in full force and effect.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations, partnerships, men or women, shall in all cases be assumed as though in such case fully expressed.

Section 5. Captions. The captions of the various provisions of this Declaration are not part of the context hereof, but are merely labels to assist in locating the various provisions hereof.

Section 6. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent President of the United States and the Governor of Indiana.

Section 7. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or Board, as the case may be, at 905 West 175th Street, Suite 300, Homewood, Illinois, 60430 or to the Unit owner at the address of his Unit, or at such other address as hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit owners. Any Unit owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Section 8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the voting power of Unit owners. However, this Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) actions brought for collection of assessments or proceedings involving challenges to *ad valorem* taxes, or (d) counterclaims brought by the Association in proceedings initiated against it. This section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage vote, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 9. Exculpation. Notwithstanding anything contained in this Declaration, if at any time Declarant shall fail to perform or pay any covenant or obligation to be performed or paid under this Declaration or any other agreement, and as a consequence thereof a Unit owner or third party claiming by, through or under a Unit owner, shall recover a money judgment against Declarant, such judgment shall be enforced against and satisfied out of only the proceeds of sale produced upon execution of such judgment and levy thereon against Declarant's interest in the Condominium Property, the rents, issues or other income receivable from the Condominium Property after such judgment is obtained, or the consideration received by Declarant from the sale or other disposition of the Condominium Property after such judgment is obtained. The provisions of this Section 9 are not intended to relieve

Declarant from the performance of any of its obligations hereunder, but rather to limit Declarant's liability as aforesaid.

Section 10. Non-Liability of the Board, Officers and Declarant.

Neither the Board, Officers of the Association nor Declarant shall be personally liable to the Unit owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such Board, Officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence, fraud or criminal intent. The Unit owners shall indemnify and hold harmless each member of the Board, Officers and Declarant, and their respective members, heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws.

MH IN WITNESS WHEREOF, the undersigned have executed this instrument this day of December, 1997.

PORTRAIT HOMES L.L.C., an Illinois limited liability company

By: *Anthony R. Pasquelli*, Member

STATE OF ILLINOIS)
COUNTY OF Cook) SS:

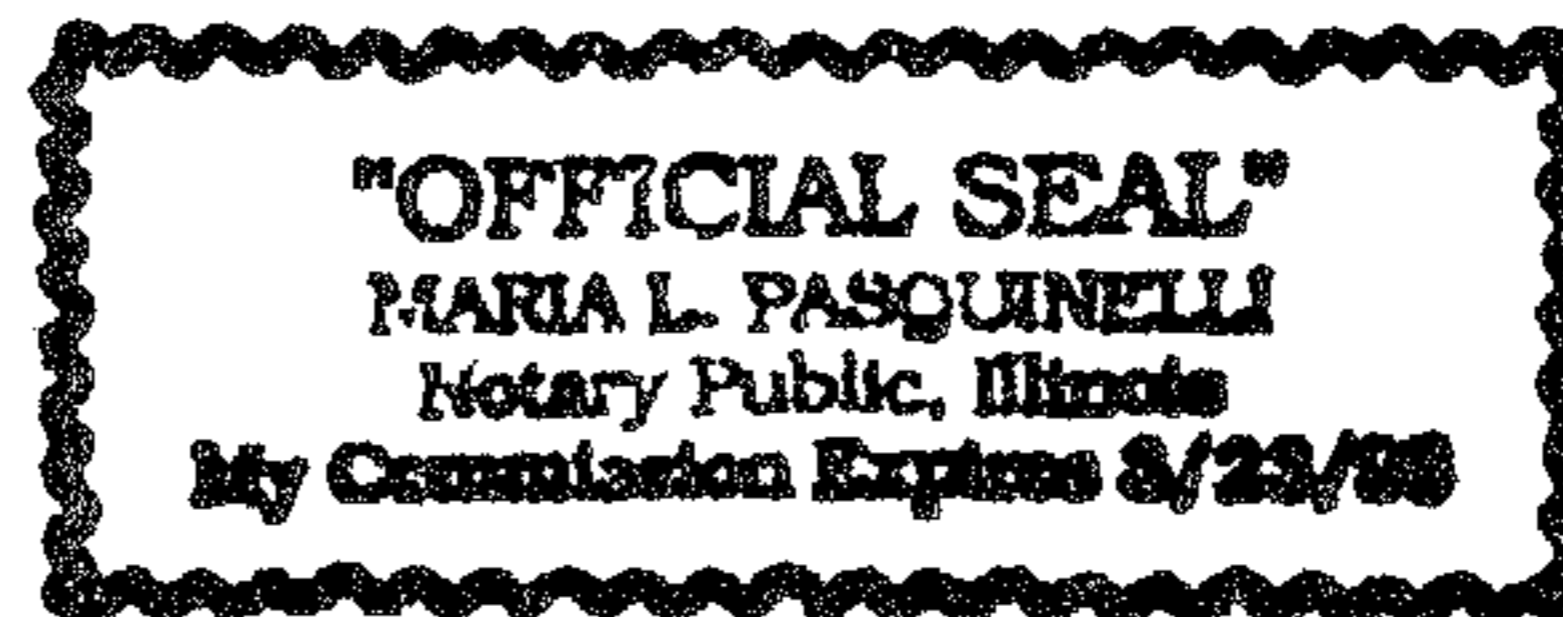
Before me, a notary public, personally appeared ANTHONY R. PASQUINELLI, a Member of Portrait Homes L.L.C., an Illinois limited liability company, the Declarant in the foregoing instrument, who acknowledged the execution of this instrument to be the signatory's free act and deed, on behalf of the Declarant, for the uses and purposes set forth herein.

In Witness whereof, I have hereunto set my name this 17th day of December, 1997.

Maria L. Pasquelli
MARIA L. PASQUINELLI, Notary Public

My Commission Expires: 3/23/98

County of Residence: COOK



This instrument prepared by: Jeffrey A. Abrams, Attorney at Law, Dann Pecar Newman & Kleiman, One American Square, Suite 2300, Indianapolis, IN 46282.

CONSENT AND SUBJECT *RLB*

WHEREAS, the undersigned, LASALLE BANK, F.S.B., a Federal savings bank, is the holder and owner of that certain Promissory Note dated as of July 17, 1997 in the principal amount of \$6,059,562.00, which Note is secured by that certain Construction Mortgage and Security Agreement with Assignment of Rents dated as of July 17, 1997 and recorded in the office of the Recorder of Hamilton County, Indiana on July 29, 1997 as Instrument No. 97-9730647, and secured by that certain Assignment of Leases and Rents dated as of July 17, 1997 and recorded in said office on July 29, 1997 as Instrument No. 97-9730648 (said Mortgage and Assignment hereinafter collectively the "Security Documents").

NOW, THEREFORE, for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby subject *RLB* the liens of said Security Documents, shown on said Security Documents to exist upon the land described in the foregoing Middleton Place Condominium Declaration ("Declaration") and to all of the terms, conditions and easements thereunder. It is understood and agreed that the lien of the Security Documents shall be subordinate and inferior to the Declaration and to the easements and rights created thereunder as to the property described in said Security Documents and that in any foreclosure or other proceedings to enforce the lien of the Security Documents, the Declaration and the terms, conditions and easements shall survive and shall remain unaffected thereby.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination as of the 17th day of December, 1997.

LASALLE BANK, F.S.B., a
Federal savings bank

By: _____

John L. Santopietro
Vice President

STATE OF ILLINOIS)
)
COUNTY OF Cook) SS:

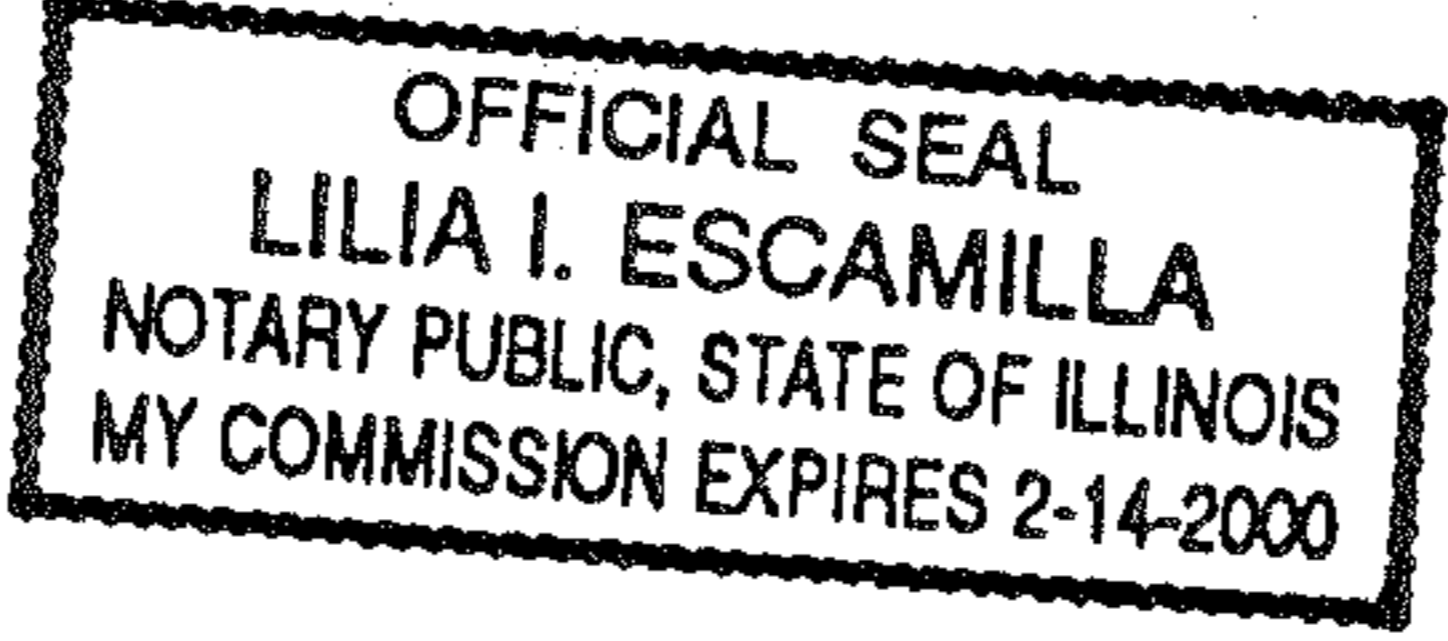
Before me, a Notary Public in and for said County and State, personally appeared Robert Santangelo the Vice President of LaSalle Bank, F.S.B., a Federal savings bank, who acknowledged the execution of the above and foregoing Consent and Subordination for and on behalf of said LaSalle Bank, F.S.B for the uses and purposes contained therein.

Witness my hand and Notarial Seal this 17th day of December 1997.

Lilia I. Escamilla
Notary Public

My Commission Expires:
2-14-2000

My County of Residence:
Cook



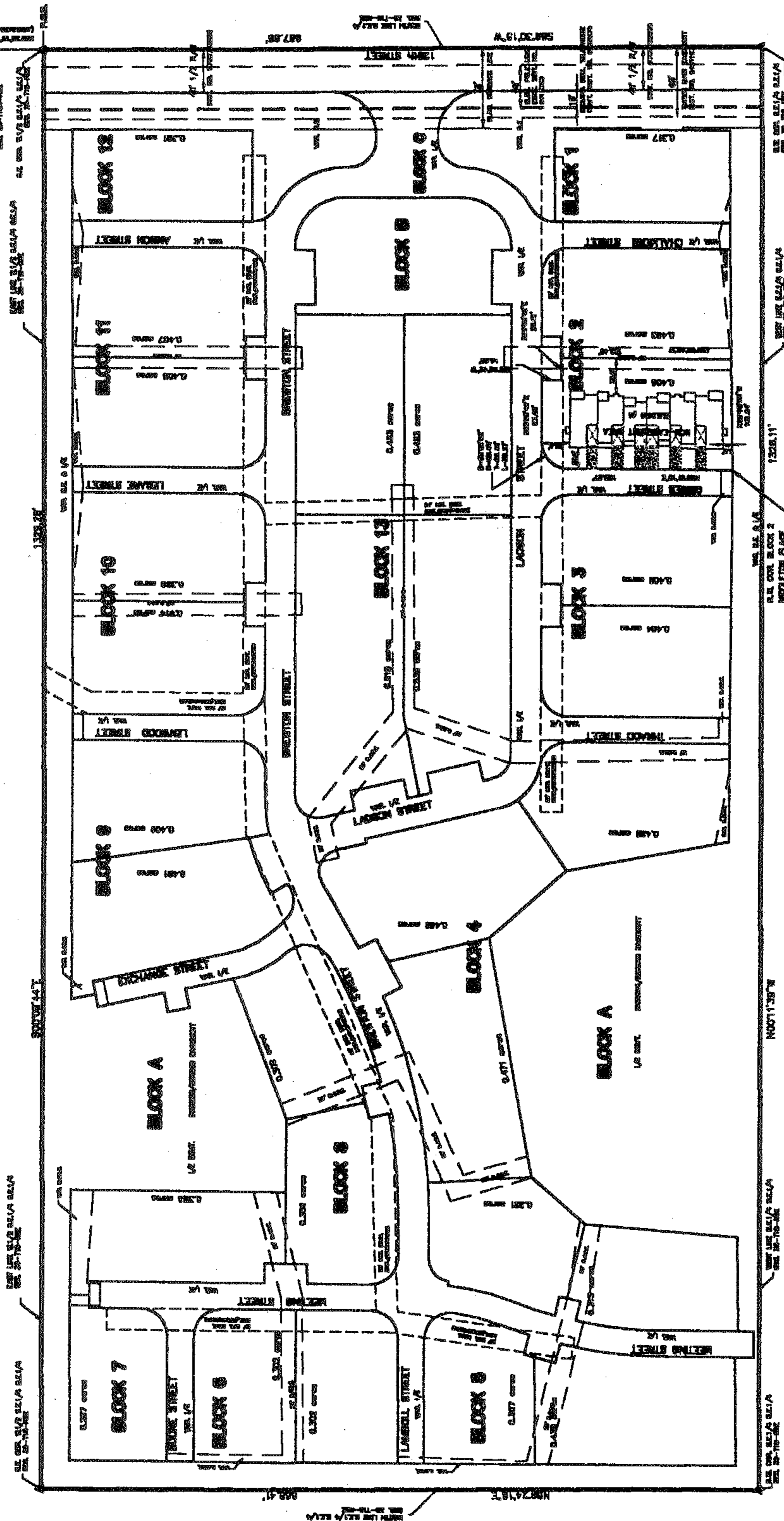
This instrument prepared by Jeffrey A. Abrams, Attorney at Law, Dann Pecar Newman & Kleiman, #2300 One American Square, Indianapolis, IN 46282

EXHIBIT 'A'

MIDDLETON PLACE

HORIZONTAL PROPERTY REGIME

THIS INSTRUMENT PREPARED BY:
 STREPPLEWORTH AND ASSOCIATES, INC.
 6940 ALLISONVILLE ROAD
 FISHERS, INDIANA 46038
 PHONE: (317) 848-5830

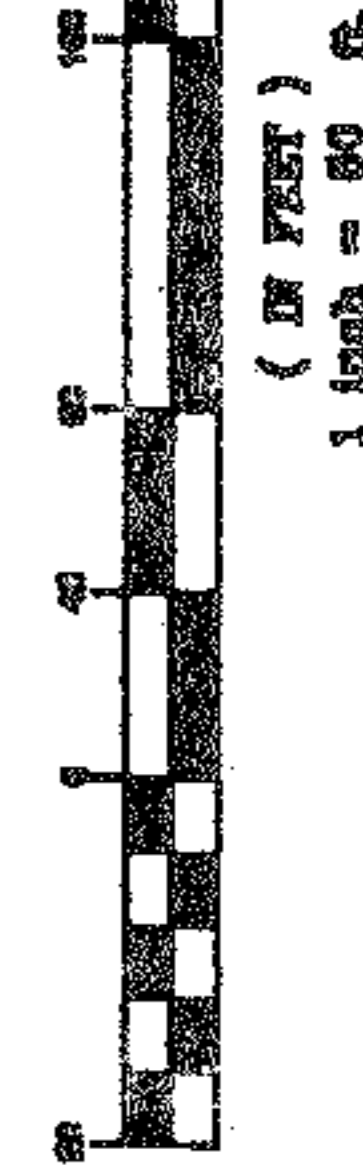


ind #9754905
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D.A.S.E. = DRAINAGE AND SEWER EASEMENT
 I/E = INGRESS AND EGRESS EASEMENT
 D.E. = DRAINAGE EASEMENT



GRAPHIC SCALE



By *Dennis D. Orlsted*
 Dennis D. Orlsted
 Registered Land Surveyor
 No. 800012

SURVEYOR'S CERTIFICATE

State of Indiana)
) SS)
 County of Hamilton)

This is to certify that the above described property was surveyed by Streppleworth & Associates, Inc., under the direction of an Indiana Professional Land Surveyor and that the plat hereon drawn is a correct representation of said survey. All distances are shown in feet and decimals thereof.

Given under my hand and seal at Fishers, Indiana this 14th day of December, 1987.

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision project of the West Half of the Southwest Quarter of the Southwest Quarter of Section 24, Township 19 North, Range 5 East in Hamilton County, Indiana being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 30; thence South 88 degrees 30 minutes 15 seconds West (assumed bearing), along the South line thereof 867.06 feet to the Southeast corner of the West Half of the Southwest Quarter of the Southwest Quarter of said Section 30, said point also being the POINT OF BEGINNING; thence continuing South 88 degrees 30 minutes 15 seconds West along said North line 867.06 feet to the Southeast corner of said Half Quarter Section; thence North 00 degrees 11 minutes 36 seconds West along the West line of said Half Quarter Section 1328.11 feet to the Northwest corner thereof; thence North 88 degrees 24 minutes 18 seconds East along the North line of said Half Quarter Section 868.81 feet to the Northeast corner thereof; thence South 00 degrees 08 minutes 44 seconds East along the East line of said Half Quarter Section 1328.28 feet to the place of beginning containing 211.378 acres, more or less, subject to all legal highways, rights-of-way easements and restrictions of record.

DD067/25800SC

EXHIBIT B

TO

MIDDLETON PLACE CONDOMINIUM DECLARATION

PERCENTAGE OF INTEREST TABLE FOR CONDOMINIUM UNITS

| UNIT NUMBER | PERCENTAGE OF INTEREST |
|-------------|------------------------|
| 0301 | 17.483790% |
| 0302 | 18.234558% |
| 0303 | 13.286316% |
| 0304 | 15.276988% |
| 0305 | 18.234558% |
| 0306 | 17.483790% |