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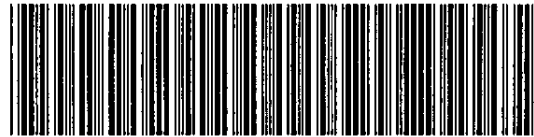
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5/23/12

Biernacki & Biernacki P.A.

ATTORNEYS AT LAW

RAYMOND A. BIERNACKI, JR.
NANCY LANNON BIERNACKI

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ORANGE CITY, FLORIDA 32763

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May 17, 2012

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

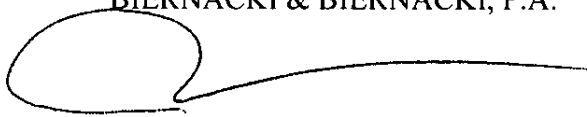
Re: Articles of Incorporation of MBI Property Owners' Association, Inc.

Dear Sir/Madam:

Please file the enclosed Articles of Incorporation of MBI Property Owners' Association, Inc. I have enclosed this firm's draft in the amount of \$70.00, representing payment for the filing fee. I have also enclosed a self-addressed, stamped envelope for your convenience in returning the documents.

Should you have any questions, please do not hesitate to contact me.

BIERNACKI & BIERNACKI, P.A.



Jessica L. McPhillips
Paralegal

/jlm
Enclosures

FILED
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DIVISION OF CORPORATIONS
12 MAY 21 PM 3:29

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**ARTICLES OF INCORPORATION
OF
MBI PROPERTY OWNERS' ASSOCIATION, INC.**

By these Articles, the undersigned hereby forms a corporation not for profit under Florida law, and certifies as follows:

**ARTICLE I
NAME AND DEFINITIONS**

The name of the corporation shall be **MBI PROPERTY OWNERS' ASSOCIATION, INC.** The corporation is herein referred to as the "Association".

**ARTICLE II
PURPOSE**

The Association is organized for the following purposes:

(1) To enforce the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions and Restrictions for MBI Subdivision, a copy of which is attached hereto, which Declaration will be recorded in the public records of Volusia County, Florida, hereafter referred to as the "Declaration".

(2) To maintain, repair and manage the ingress/egress and drainage easements ("Common Elements") for the MBI Subdivision, and to do all things incident, necessary, convenient, expedient, ancillary, or in aid of the accomplishment of the foregoing.

**ARTICLE III
POWERS**

Implied Powers

3.01. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the purposes of the Association or the Declaration.

Specific Powers

3.02. In furtherance of the purpose of the Association, the Association shall have all of the powers reasonably necessary to enforce the covenants, conditions and restrictions contained in the Declaration and to maintain, repair and manage the Common Elements for the MBI Subdivision pursuant to the Declaration, including but not limited to the following irrevocable rights, powers, and authority:

(1) To enforce the covenants, conditions and restrictions contained in the Declaration, and to make, establish, and enforce reasonable Rules and Regulations governing the administration, management and use of the Common Elements;

(2) To establish a budget for the maintenance, repair and management of the Common Elements; to designate those expenses which shall constitute the common expenses for the Common Elements; to make, levy, and collect assessments against the Members of the Association to provide the funds to pay for Common Expenses; and to use and expend the proceeds of assessments in the exercise of the power and duties of the Association;

(3) To maintain, repair and manage the Common Elements that the Association has the duty or right to maintain, repair and manage under the Declaration;

(4) To have access to the Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair and management of the Common Elements or, to have immediate access at any time as may be necessary for making emergency repairs;

(5) To contract for the management of the Common Elements and to delegate to such agent(s) all or some of the powers, duties, and responsibilities of the Association;

(6) To employ personnel to perform the services required for proper operation of the common elements;

(7) To purchase and maintain all forms of insurance on and for the Common Elements for the protection of the Association and its members;

(8) To reconstruct the Common Elements, or any of them, after casualty or other loss;

(9) To make additional improvements on and to the Common Elements;

(10) To retain legal counsel at the expense of the Association and to enforce by legal action the provisions of the Declaration, the Association's Bylaws and the Rules and Regulations of the Association;

(11) To pay taxes and assessments against all or any part of the Common Elements;

(12) To pay the cost of all utility services for the Common Elements;

(13) To adopt and establish Bylaws for the operation of the Association.

ARTICLE IV ASSOCIATION FUNDS AND PROPERTY

The Association shall pay no dividend, and shall distribute no part of its income to its Members, Directors, or Officers. Nevertheless, the Association may pay compensation in a reasonable amount to its Members, Directors and Officers for services rendered, and it may confer benefits on its Members in conformity with the purposes of the Association. On termination, the Association may make distributions to its Members as permitted by law, and no such payment, benefit or distribution shall be deemed to be a dividend or distribution of income. All funds and property acquired by the Association and all proceeds therefrom shall be held and used for the benefit of the Members of the Association in accordance with the provisions of the Declaration, these Articles and the Bylaws.

ARTICLE V MEMBERS

Qualification

5.01. The Member(s) of the Association shall consist of the owner(s) of the three lots that make up the MBI Subdivision.

Change in Membership

5.02. Change of membership in the Association shall be established by the recording in the public records of Volusia County, Florida, of a deed or other instrument establishing a record title to one of the three lots, and delivery to the Association of a certified copy of such instrument. The new lot owner designated by such instrument shall thereupon become a Member of the Association, and the membership of the prior lot owner shall thereby be terminated.

Transfer of Membership

5.03. The membership of a Member in the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to such Member's lot.

Meetings

5.04. The Bylaws shall provide for an annual meeting of Members and may provide for regular and special meetings other than the annual meeting.

Voting

5.05. The owner of each lot shall be entitled to one vote for Association elections and business. In the event of an approved subdivision of a lot or lots, the subdivided lots that made up the original lot will only be entitled to a total of one vote, meaning that will be a total of three votes for Association elections and business.

ARTICLE VI DIRECTORS

Number

6.01 The property, business, and affairs of the Association shall be managed by a Board of Directors consisting of three Directors.

Election

6.02. Directors may be designated or elected and removed, and vacancies on the Board of Directors shall be filled as provided in the Bylaws.

Authority

6.03. All of the duties and powers of the Association existing under the Declaration, these Articles and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Members of the Association when such approval is specifically required by statute, the Declaration, these Articles, or the Bylaws.

Initial Directors

6.04. The names and addresses of the Directors of the first Board of Directors, who shall hold office until the election or appointment of their successors, are as follows:

NAME	ADDRESS
James J. Grogan	710 West New Hampshire Avenue DeLand, Fl 32720
Joe MacGilvray	710 West New Hampshire Avenue DeLand, Fl 32720
Shannon Yanone	710 West New Hampshire Avenue DeLand, Fl 32720

ARTICLE VII OFFICERS

The affairs of the Association shall be administered by the officers designated in accordance with the Bylaws. The names and addresses of the officers who shall serve until the election or appointment of their successors in accordance with the Bylaws are as follows:

NAME	OFFICE	ADDRESS
James J. Grogan	President	710 West New Hampshire Avenue DeLand, Fl 32720
Joe MacGilvray	Vice President	710 West New Hampshire Avenue DeLand, Fl 32720
Shannon Yanone	Sec./Treasurer	710 West New Hampshire Avenue DeLand, Fl 32720

ARTICLE VIII TERM

The term of the Association shall be perpetual, unless terminated by the unanimous vote of the Members of the Association.

ARTICLE IX REGISTERED OFFICE AND AGENT

The initial registered office of the Association is at 710 West New Hampshire Avenue, DeLand, Florida 32720, and the initial registered agent at that address is James J. Grogan. This is also the address of the principal office and mailing address of the Association. James J. Grogan, by executing these Articles states that he is familiar with and accepts the duties and responsibilities as registered agent for this Association.

**ARTICLE X
INCORPORATOR**

The name and address of the Incorporator of the Association is:

NAME

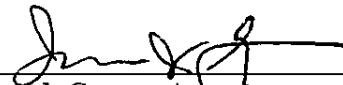
ADDRESS

James J. Grogan

710 West New Hampshire Avenue
DeLand, FL 32720

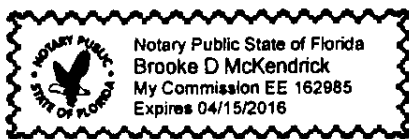
IN WITNESS WHEREOF, the Incorporator has hereto affixed his signature this 10th
day of May, 2012.

INCORPORATOR


James J. Grogan / Registered Agent

STATE OF FLORIDA
COUNTY OF VOLUSIA

Before me, the undersigned officer, personally appeared James J. Grogan, who is personally known to me, who subscribed the above Articles of Incorporation, and he did freely and voluntarily acknowledge before me according to law that he made and subscribed the same for the uses and purposes therein set forth. In witness whereof, I have hereunto set my hand and seal at DeLand, Florida this 10th day of May, 2012.




Notary Public

Brooke D. McKendrick
Printed Notary Signature
My Commission Expires:

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
12 MAY 21 PM 3:29

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR MBI SUBDIVISION**

12 MAY 21 PM 3: 29

This Declaration of Covenants, Conditions and Restrictions for MBI SUBDIVISION is made this 10th day of May 2012, by MBI DIRECT MAIL, INC., hereinafter referred to as the Declarant.

WHEREAS, Declarant is the owner of the following-described real property:

A PARCEL OF LAND LYING IN AND BEING A PART OF THE N ½ OF THE NE ¼ OF THE SW ¼ OF SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE SW ¼ OF SAID SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST, RUN THENCE N 89°36'42" W ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 30.00 FEET, RUN THENCE S 00°17'52" E AND PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°17'52" E A DISTANCE OF 599.48 FEET TO A POINT 30.00 FEET NORTH OF THE SOUTH LINE OF THE NORTH ½ OF THE NORTHEAST ¼ OF SAID SOUTHWEST ¼; RUN THENCE N 89° 51'08" W AND PARALLEL WITH SAID SOUTH LINE A DISTANCE OF 191.32 FEET; RUN THENCE N 02°57'48" E A DISTANCE OF 0.73 FEET; RUN THENCE N 86°44'02" W A DISTANCE OF 77.04 FEET; RUN THENCE N 89°40'52" W A DISTANCE OF 69.31 FEET TO THE EASTERLY RIGHT OF WAY OF STATE ROAD 15-A; RUN THENCE N 33°26'13" W ALONG SAID RIGHT OF WAY A DISTANCE OF 681.27 FEET TO A POINT OF CURVE, BEING CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 28.00 FEET, A DELTA OF 88°40'14", A CHORD BEARING AND DISTANCE OF N 45°35'52" E, 39.14 FEET, RUN THENCE NORTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 43.33 FEET TO THE POINT OF TANGENCY; RUN THENCE N 89°58'19" E A DISTANCE OF 155.33 FEET; RUN THENCE N 02°27'35" E A DISTANCE OF 0.90 FEET, RUN THENCE S 89°37'46" E A DISTANCE OF 526.47 FEET TO THE POINT OF BEGINNING;

WHEREAS, Declarant is subdividing the real property into three parcels, denoted as Lot 1, Lot 2, and Lot 3, pursuant to the plat of the MBI SUBDIVISION ("Plat") that is in the process of being approved by Volusia County, Florida and will thereafter be recorded in public records of Volusia County, Florida. A reduction of the Plat is attached hereto and incorporated herein. The Plat, upon recording, is considered incorporated in this Declaration and shall be the

controlling document in the event there is any variation between attached reduction of the Plat and the recorded Plat;

WHEREAS, Declarant intends to sell two of the Lots and retain the third for its own use, restricting the Lots in accordance with a common plan designed to preserve the value of the development, each parcel and the improvements to be constructed thereon, for the benefit of Declarant and future owners of the Lots;

NOW THEREFORE, Declarant declares that the real property (three Lots) shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the Covenants, Conditions and Restrictions set forth below expressly and exclusively for the use and benefit of the real property and of each and every person or entity who now or in the future owns any portion or portions of the real property.

1. Each owner of a Lot shall be a member of MBI Property Owners' Association, Inc., a Florida non-profit corporation, and entitled to one vote for each Lot owned. Declarant presently owns all three Lots and is entitled to three votes.

2. The ingress/egress easements and drainage easements shown on the Plat are common elements of MBI SUBDIVISION. The maintenance and repair of those common elements shall be the responsibility of MBI Property Owners' Association, Inc. The cost and expense incurred by MBI Property Owners' Association, Inc. of maintaining and repairing those common elements shall be paid equally by the Lot owners, meaning that each Lot owner is responsible for 1/3 of all assessments, costs and expenses ("Invoices") billed to the Lot owners by MBI Property Owners' Association, Inc., and those Invoices shall be paid within thirty days after issuance by MBI Property Owners' Association, Inc. Should a Lot owner fail to timely pay an Invoice from MBI Property Owners' Association, Inc., MBI Property Owners' Association, Inc. may file and record a lien against the Lot of the non-paying Lot owner, and add to the sum due the fee of \$350.00 for filing and recording the lien. In addition to filing and recording a lien, MBI Property Owners' Association, Inc. may take any and all action necessary to collect the amount due from the non-paying Lot owner, including foreclosure of the lien, and shall be entitled to reasonable attorney's fees and costs for taking such action.

3. The Lot owner of Lot 2 shall be solely responsible for maintaining the two Tree Protection Easement areas on Lot 2, as shown on the Plat.

4. This Declaration of Covenants, Conditions and Restrictions may be terminated or amended in writing upon unanimous written consent of the members of MBI Property Owners' Association, Inc.

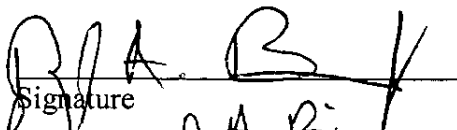
5. This Declaration of Covenants, Conditions and Restrictions shall be governed and construed in accordance with the laws of the State of Florida.

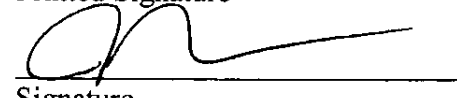
6. If any Lot owner files suit or initiates other legal proceedings to enforce this Declaration of Covenants, Conditions and Restrictions, the unsuccessful party shall pay the prevailing party's costs of bringing or defending such suit or proceeding incurred by the prevailing party, including reasonable attorney's fees. For purposes of this section, "prevailing party" shall mean, in the case of the claimant, one who is successful in obtaining substantially all relief sought, and in the case of the defendant or respondent, one who is successful in denying substantially all of the relief sought by the claimant.

7. Invalidation of any one of the covenants, conditions and restrictions contained in this Declaration of Covenants, Conditions and Restrictions by judgment or court order shall in no way affect any other provisions of this Declaration of Covenants, Conditions and Restrictions, which shall remain in full force and effect.


8. These covenants, conditions and restrictions shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, unless amended or terminated as described above. After thirty (30) years, the covenants, conditions and restrictions of this Declaration shall be automatically extended for successive periods of ten (10) years, unless amended or terminated as described above.

Signed, sealed and delivered in the presence of:


Signature
Raymond A. Biernacki, Jr.
Printed Signature

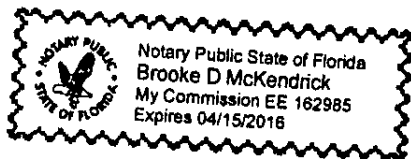

Signature
Jessica McPhillips
Printed Signature

MBI DIRECT MAIL, INC.


By: JAMES J. GROGAN
Its: President

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of MAY, 2012 by JAMES J. GROGAN, as President of MBI DIRECT MAIL, INC., who is personally known to me.

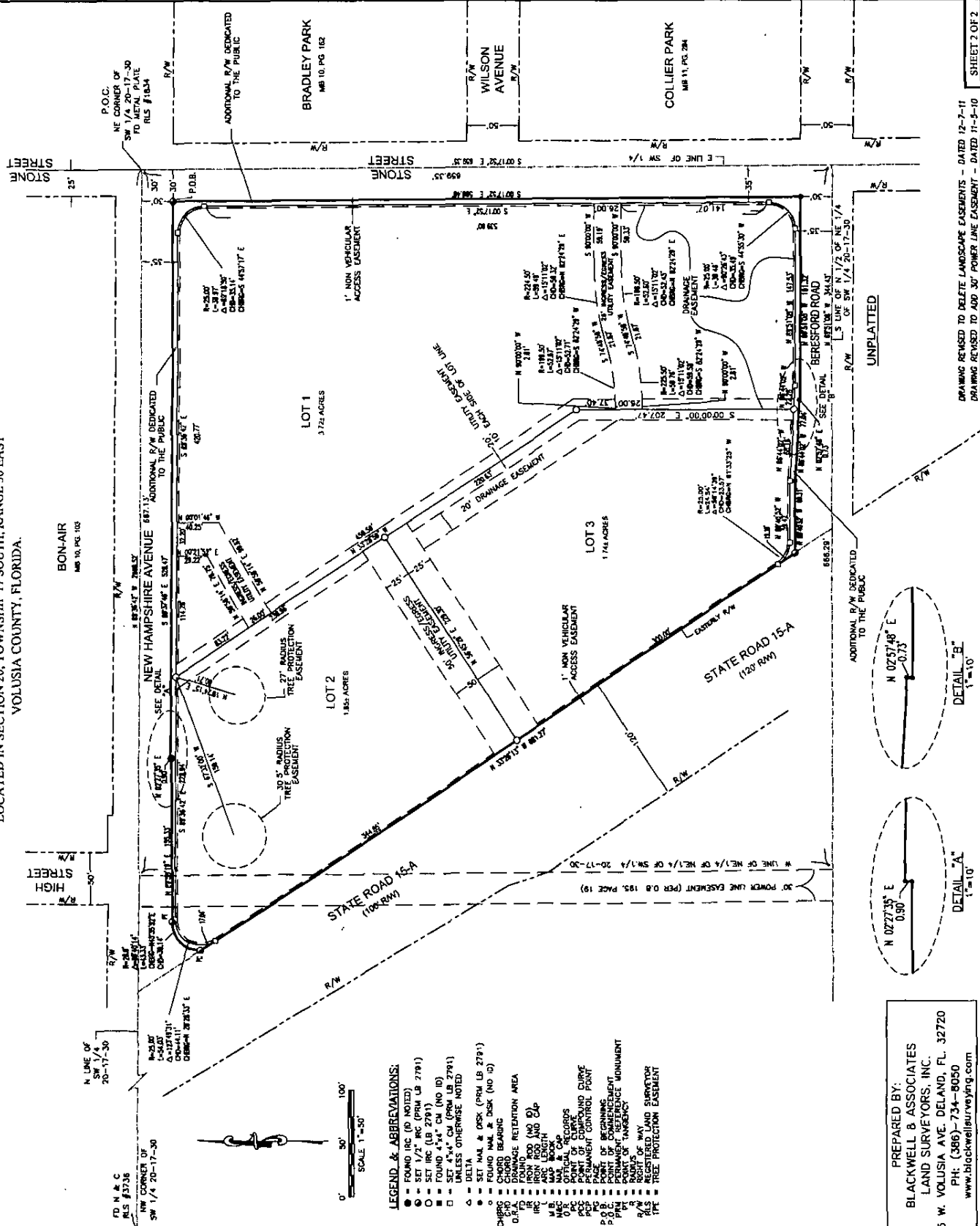


Brooke D. McKendrick
Notary Public

Brooke D. McKendrick
Printed Notary Signature
My Commission Expires:

LOCATED IN SECTION 20, TOWNSHIP 17 SOUTH, RANGE 30 EAST
VOLUSIA COUNTY, FLORIDA.

MAP BOOK: _____ PAGE _____



PREPARED BY:
BLACKWELL & ASSOCIATES
LAND SURVEYORS, INC.
3995 W. VOLusia AVE. DELAND, FL. 32720
PH: (386)-734-8050
www.blackwellsurveying.com

DRAWING REVISED TO DELETE LANDSCAPE EASEMENTS - DATED 12-7-11
DRAWING REVISED TO ADD 30' POWER LINE EASEMENT - DATED 11-5-10