

THE PROPERTY

DESCRIPTION: Commence at the Southeast Corner of Section 29, Township 28 South, Range 24 East and run thence S 89° 53' 49" W along the South boundary thereof 165 feet; run thence N 0° 15' 41" W parallel to the East boundary of Section 29, 92.96 feet to a point on the Northerly right-of-way line of State Road S33-A, said point being the point of beginning for this description; continue thence N 0° 15' 41" W parallel to said East boundary of Section 29, 707.04 feet run thence S 89° 53' 49" W 1060 feet; run thence S 0° 15' 41" E 615 feet; run thence S 36° 34' 22" E 167.52 feet to a point on the Northerly right-of-way line of said State Road S33-A; run thence N 89° 53' 49" E along said right-of-way line 68.24 feet; run thence S 0° 15' 41" E along said right-of-way line 20 feet; run thence N 89° 53' 49" E along said right-of-way line 300 feet; run thence N 0° 15' 41" W along said right-of-way line 10 feet; run thence N 89° 53' 49" E along said right-of-way line 324.08 feet; run thence N 0° 15' 41" W along said right-of-way line 5 feet; said point being the beginning of a curve having a radius of 773.51 feet and a central angle of 20° 19' 26"; run thence Northeasterly to the left along the curve of the right-of-way line of said State Road S33-A an arc distance of 274.38 feet to the point of beginning.

PHASE ONE

DESCRIPTION: Commence at the Southeast Corner of Section 29, Township 28 South, Range 24 East and run thence S 89° 53' 49" W along the South boundary thereof 165 feet; run thence N 0° 15' 41" W parallel to the East boundary of Section 29, 92.96 feet to a point on the Northerly right-of-way line of State Road S33-A, said point being the point of beginning for this description; continue thence N 0° 15' 41" W parallel to said East boundary of Section 29, 707.04 feet run thence S 89° 53' 49" W 1060 feet; run thence S 0° 15' 41" E 615 feet; run thence S 36° 34' 22" E 167.52 feet to a point on the Northerly right-of-way line of said State Road S33-A; run thence N 89° 53' 49" E along said right-of-way line 68.24 feet; run thence S 0° 15' 41" E along said right-of-way line 20 feet; run thence N 89° 53' 49" E along said right-of-way line 300 feet; run thence N 0° 15' 41" W along said right-of-way line 10 feet; run thence N 89° 53' 49" E along said right-of-way line 324.08 feet; run thence N 0° 15' 41" W along said right-of-way line 5 feet; said point being the beginning of a curve having a radius of 773.51 feet and a central angle of 20° 19' 26"; run thence Northeasterly to the left along the curve of the right-of-way line of said State Road S33-A an arc distance of 274.38 feet to the point of beginning.

LESS and except the West 48.5 feet of the East 1043.5 feet of the North 280 feet of the South 541 feet of said Section 29 and less the West 67.5 feet of the East 1111.0 feet of the North 56 feet of the South 317 feet of said Section 29.

PHASE TWO

The West 48.5 feet of the East 1043.5 feet of the North 280 feet of the South 541 feet of Section 29, Township 28 South, Range 24 East, and the West 67.5 feet of the East 1111.0 feet of the North 56 feet of the South 317 feet of said Section 29.

EASEMENT

The West 20 feet of the East 695 feet of the North 375 feet of the South 430 feet of Section 29, Township 28 South, Range 24 East, and the West 260 feet of the East 955 feet of the North 20 feet of the South 430 feet of said Section 29, and the West 40 feet of the East 995 feet of the North 326 feet of the South 541 feet of said Section 29, and the West 80 feet of the East 1075 feet of the North 46 feet of the South 225 feet of said Section 29.

ARTICLE XXIVCOMMON SURPLUS

"COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including excess of receipts of ASSOCIATION from any and all sources, over amount of the common expense), shall be owned by the owners of all UNITS in the same proportion that the undivided interest in COMMON ELEMENTS appurtenant to each owner's UNIT bears to the total of all undivided interests in COMMON ELEMENTS appurtenant to all UNITS; provided, however, that said COMMON SURPLUS shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions, and conditions hereof imposing certain limitations and restrictions upon the use and distribution of said COMMON SURPLUS. Except for distribution of any insurance indemnity herein provided, or termination of the CONDOMINIUM, any distribution of COMMON SURPLUS which may be made from time to time shall be made to the then owners of UNITS in accordance with their percentage interest in COMMON SURPLUS as declared herein.

ARTICLE XXVTERMINATION

A. Notwithstanding anything to the contrary contained in Article XX hereof, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM, or which shall so destroy the CONDOMINIUM as to require more than two-thirds (2/3) of the buildings and improvements, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless the owners of at least three-fourths (3/4) of the UNITS agree that the CONDOMINIUM shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damages or destruction of said building requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of at least three-fourths (3/4) of the UNITS agree to reconstruct said building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction which may then prevent the reconstruction of the CONDOMINIUM, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION, for itself and for the benefit of the owners of all UNITS, under any insurance policy or policies then existing. Reference to two-thirds (2/3) of the building and improvements shall be taken to mean two-thirds (2/3) of the total value of all of the building and improvements as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of ASSOCIATION. There shall be no termination under this Paragraph (A) unless at least two-thirds (2/3) of the first mortgagees of the individual UNITS (based upon one vote for each first mortgage owned) have given their prior written approval for such termination.

B. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect, and notice of the cancellation and termination hereof, shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the Public Records of Polk County. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners

of UNITS shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon, the undivided interest in such real property, and remaining improvements held by the owner or owners of each UNIT to be the same as the undivided interest in COMMON ELEMENTS which was formerly appurtenant to such UNIT, and the lien of any mortgage or other encumbrance upon each UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a UNIT in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the owner or owners of all UNITS still habitable shall within sixty (60) days from date of recording of said Certificate of Resolution, deliver possession of their respective UNITS to ASSOCIATION. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the UNITS and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners (and their mortgagees) of each UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of ASSOCIATION, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each UNIT and to his, her, or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

C. Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the consent to a Plan of Termination by the owners of at least three-fourths (3/4) of the UNITS and all of the parties holding mortgages, liens, or other encumbrances against the UNITS. In said event the termination of the CONDOMINIUM shall be by such Plan. Such election to terminate this Declaration of Condominium and the Plan of Condominium of the aforesaid parties, and such instrument or instruments shall be recorded in the Public Records of Polk County. In the above event, the owners of the remaining UNITS and all parties holding any mortgages, liens, or other encumbrances on any of said remaining UNITS shall be bound by the election to terminate this Declaration of Condominium, and shall execute any and all documents necessary to effect the Plan of Termination in the same manner as though the consent to termination was by unanimous vote of all interested parties.

ARTICLE XXVI

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

A. An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the Members of ASSOCIATION owning a majority of the UNITS in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty

(60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than three-fourths (3/4) of the UNITS in the CONDOMINIUM in order for such Amendment or Amendments to become effective. In the alternative, provided that any proposed Amendment or Amendments in reasonably detailed written form have been mailed to each Member, then any Amendment or Amendments may be adopted and shall become effective without holding a Special Meeting if within ninety (90) days from the mailing thereof to all Members any such Amendment or Amendments are approved in writing by the Members owning not less than three-fourths (3/4) of the UNITS in the CONDOMINIUM. Thereupon, whether such Amendment or Amendments were adopted by either method above provided, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Polk County, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording date identifying the Declaration of Condominium. Thereafter, a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such Meeting or at such Meeting.

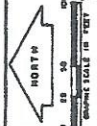
B. Notwithstanding anything herein contained to the contrary, it is declared as follows:

- 1) No alteration in the percentage of ownership in COMMON ELEMENTS appurtenant to each UNIT or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without written consent of all of the owners of all UNITS and their respective mortgagees being first had and obtained.
- 2) No alteration, amendment, or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without written consent of all Institutional Lenders then holding mortgages on UNITS in the CONDOMINIUM being first had and obtained.
- 3) No alteration, amendment, or modification of the rights and privileges granted and reserved hereunder

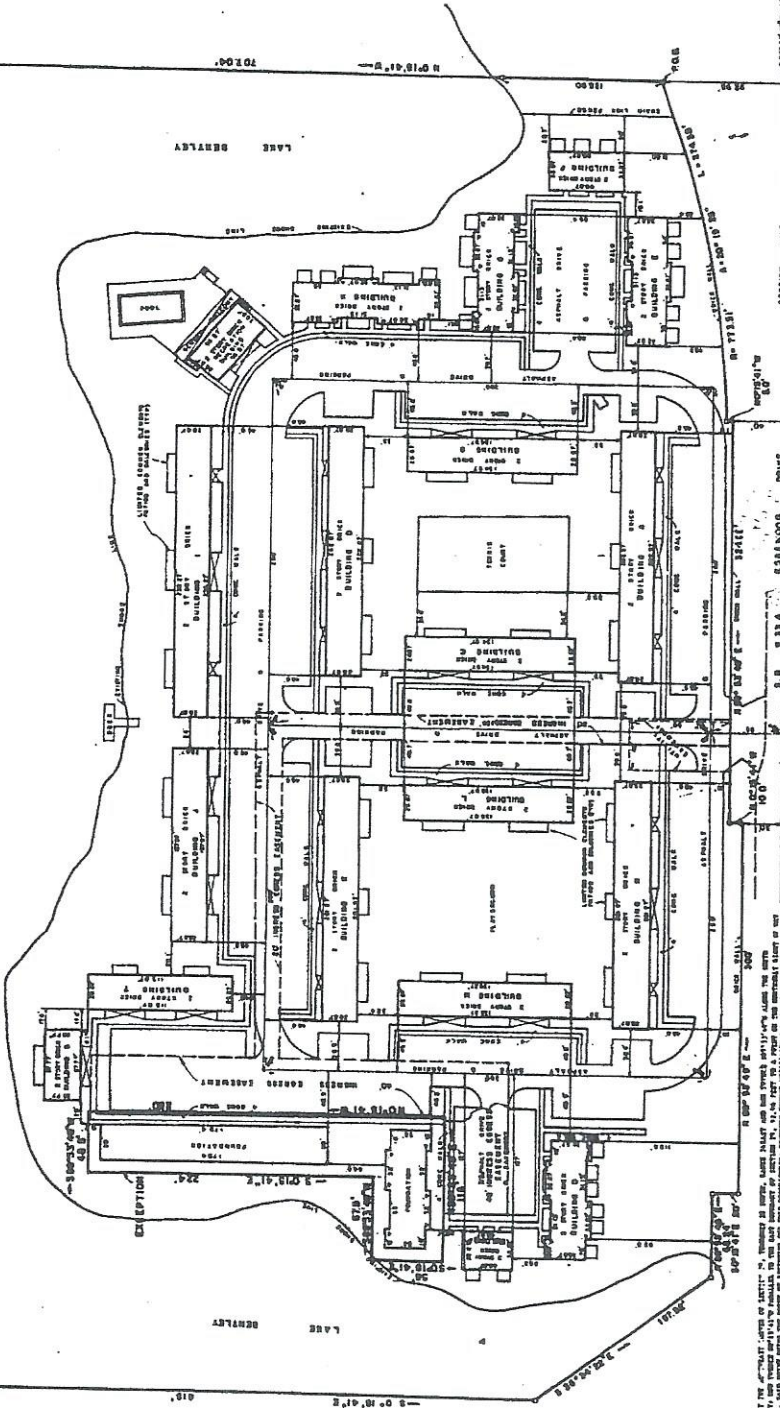
LAKE BENTLEY SHORES, A CONDOMINIUM

POLK COUNTY, FLORIDA
1096'

CONDOMINIUM BOOK: **S**, PAGE **33**



LAKE BENTLEY



POLK REC: 2013 PAGE 2273

FOR YOUR PROTECTION, READ THE GENERAL DESCRIPTION OF THE CONDOMINIUM SHOWN ON THIS PLAN AND THE GENERAL DESCRIPTION OF THE CONDOMINIUM SHOWN ON THE PREVIOUS PAGE OF THIS PLAN. THE CONDOMINIUM IS SHOWN ON THIS PLAN AS A CONDOMINIUM DEVELOPMENT IN ACCORDANCE WITH CHAPTER 718, F.S.

EXCEPTION: The area shown on this plan as being owned by the developer, except for the area shown as being owned by the developer, shall be owned by the developer. The area shown on this plan as being owned by the developer, except for the area shown as being owned by the developer, shall be owned by the developer.

SERVANTS: N/A

- THE CONDOMINIUM IS SHOWN ON THIS PLAN AS A CONDOMINIUM DEVELOPMENT IN ACCORDANCE WITH CHAPTER 718, F.S.
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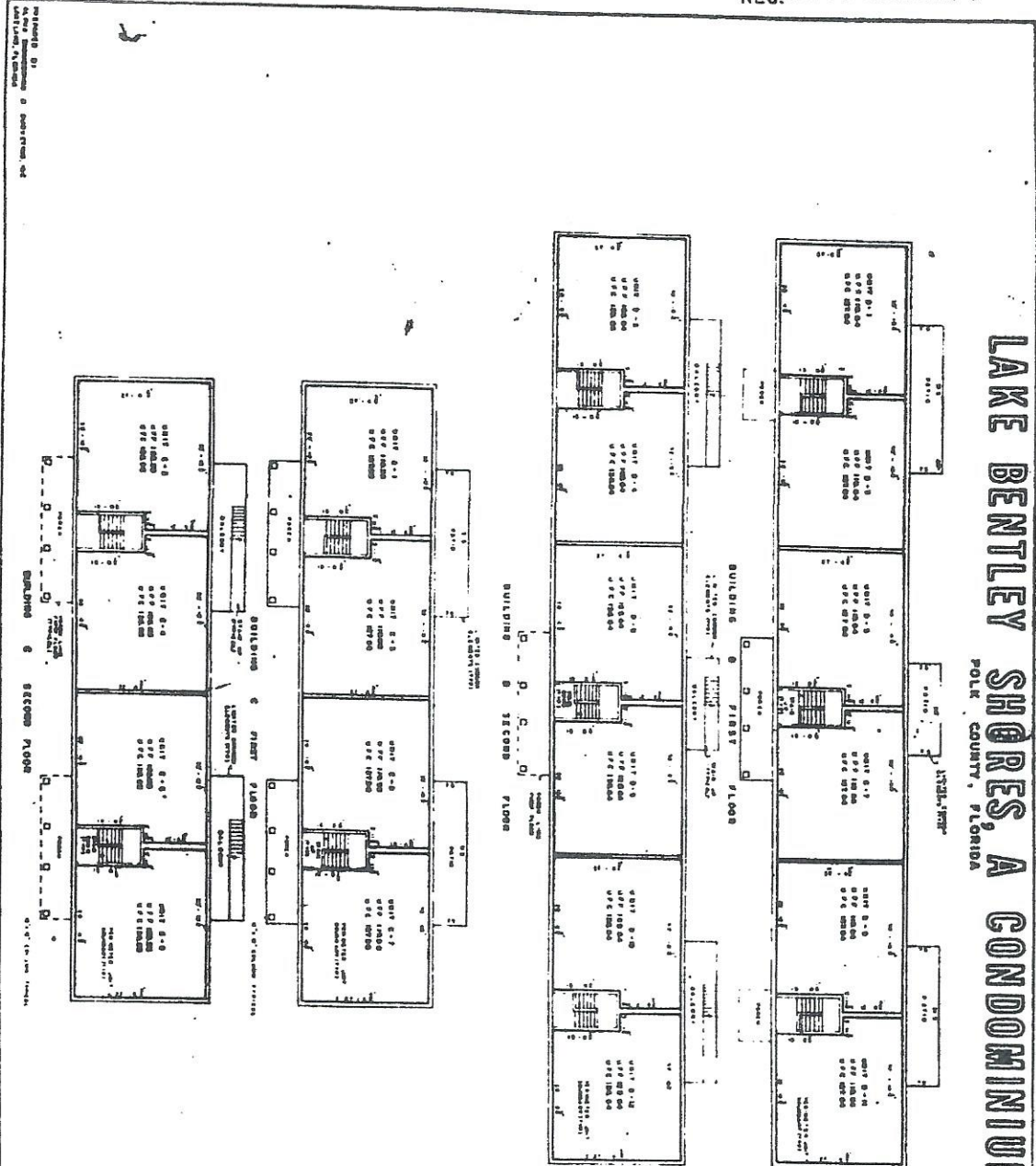
LAKE BENTLEY SHORES, A CONDOMINIUM
LAKE BENTLEY SHORES, A CONDOMINIUM

EXHIBIT A SHEET 1 OF 8

LAKE BENTLEY SHORES, A CONDOMINIUM

POLK COUNTY, FLORIDA

CONDOMINIUM BOOK 5 PAGE 35



DECLARATION EXHIBIT "1", Page 7

UNITED STATES OF AMERICA
 STATE OF FLORIDA
 COUNTY OF POLK
 CITY OF LAKE BENTLEY

I, the undersigned, being a duly qualified and licensed architect, do hereby certify that the above is a true and correct copy of the original plans as filed in my office, and that the same conform to the requirements of the Florida Building Code, and that the same have been approved by me for the purpose of recording the same.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office, this 10th day of May, 2013.

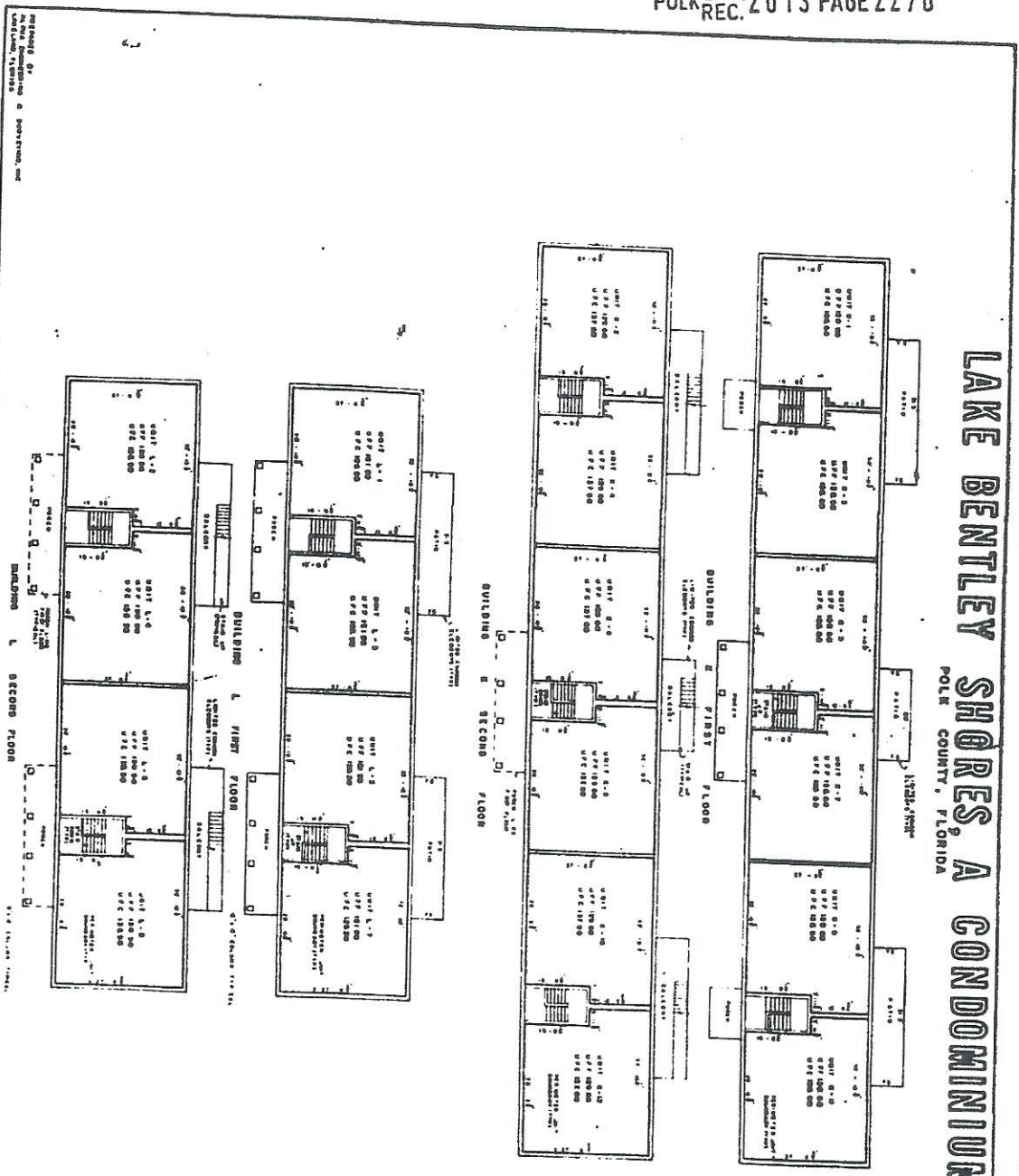
 ARCHITECT

EXHIBIT A SHEET 8 OF 8

REVISIONS BY: _____ DATE: _____

LAKE BENTLEY SHORES, A CONDOMINIUM
POLK COUNTY, FLORIDA

COMPILED BY JOHN S. PAGE



DECLARATION
EXHIBIT "1", Page 8

- NOTICE: THIS PLAN IS FOR THE EXCLUSIVE USE OF THE UNIT OWNERS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.
1. THE ARCHITECT HAS BEEN ADVISED BY THE DEVELOPER THAT THE CONDOMINIUM IS TO BE CONVEYED TO THE UNIT OWNERS BY DEED AND THAT THE UNIT OWNERS WILL BE REQUIRED TO SIGN THE DECLARATION OF CONDOMINIUM AND TO SIGN THE REGISTRATION STATEMENT AND TO SIGN THE REGISTRATION STATEMENT OF THE CONDOMINIUM.
 2. THE ARCHITECT HAS BEEN ADVISED BY THE DEVELOPER THAT THE CONDOMINIUM IS TO BE CONVEYED TO THE UNIT OWNERS BY DEED AND THAT THE UNIT OWNERS WILL BE REQUIRED TO SIGN THE DECLARATION OF CONDOMINIUM AND TO SIGN THE REGISTRATION STATEMENT AND TO SIGN THE REGISTRATION STATEMENT OF THE CONDOMINIUM.
 3. THE ARCHITECT HAS BEEN ADVISED BY THE DEVELOPER THAT THE CONDOMINIUM IS TO BE CONVEYED TO THE UNIT OWNERS BY DEED AND THAT THE UNIT OWNERS WILL BE REQUIRED TO SIGN THE DECLARATION OF CONDOMINIUM AND TO SIGN THE REGISTRATION STATEMENT AND TO SIGN THE REGISTRATION STATEMENT OF THE CONDOMINIUM.

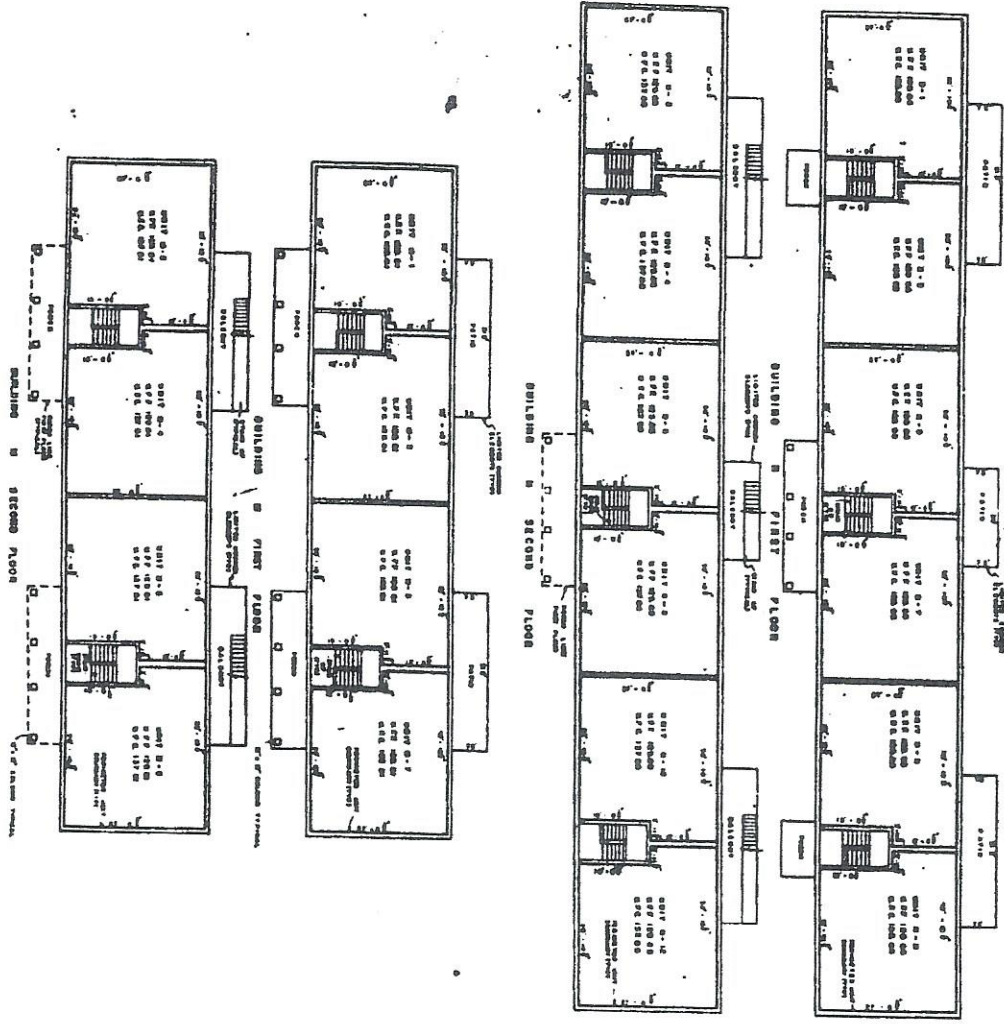
EXHIBIT A SHEET 4 OF 8

LAKE BENTLEY SHORES, A CONDOMINIUM

POLK COUNTY, FLORIDA

COMPARATIVE BOOK 5, PAGE 57

REPRODUCED FOR THE ARCHITECT BY THE ARCHITECT'S OFFICE, 1000 N. W. 10TH AVENUE, MIAMI, FLORIDA 33136



DECLARATION
EXHIBIT "1", Page 9

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF POLK

I, the undersigned, being duly qualified and sworn, do hereby certify that the foregoing is a true and correct copy of the Declaration of Condominium as recorded in Public Record Book 5, Page 57, of the Public Records of Polk County, Florida.

WITNESSED my hand and the seal of my office this 15th day of August, 2013.

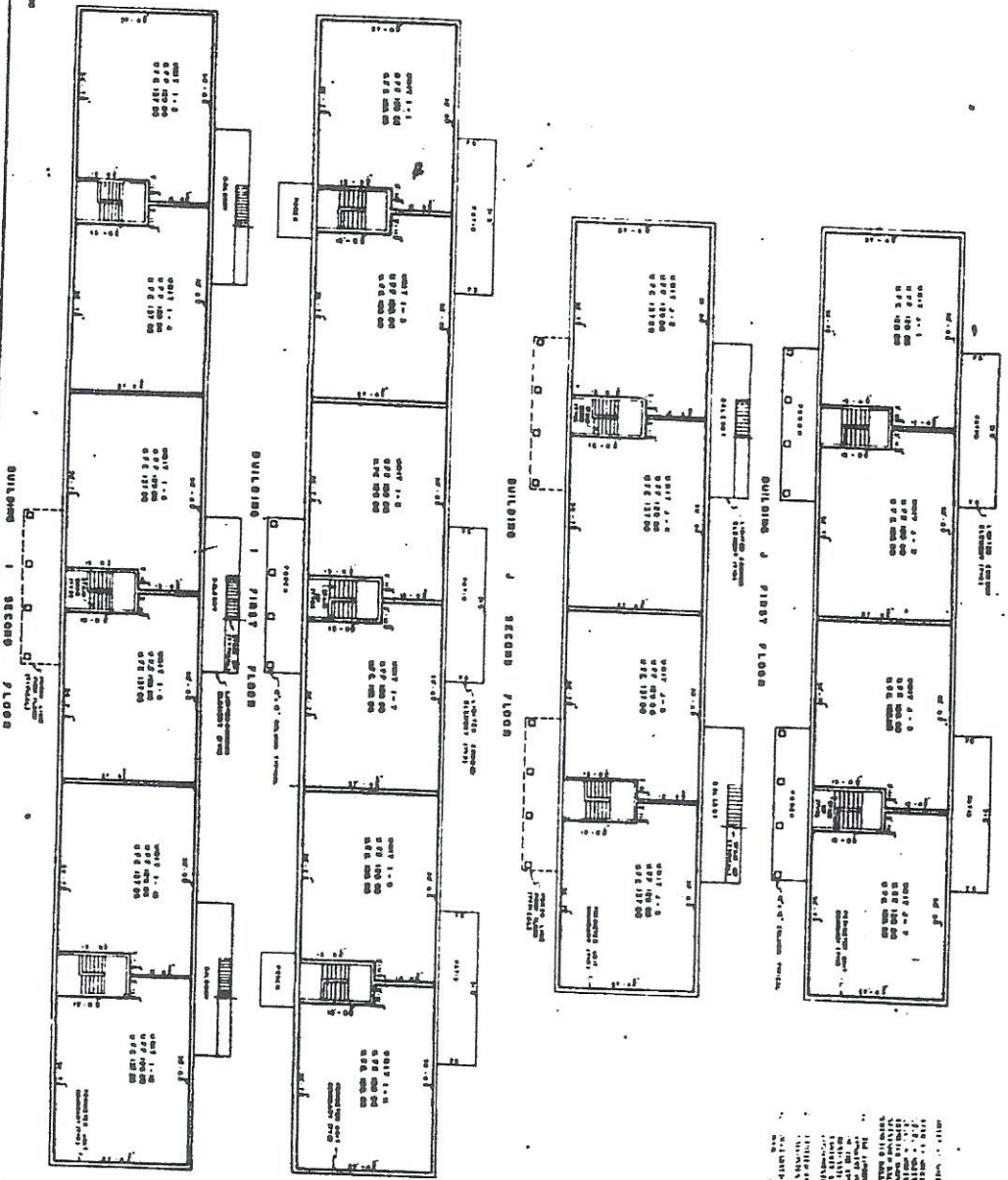
Notary Public for Polk County, Florida

EXHIBIT A SHEET 3 OF 8

LAKE BENTLEY SHORES, A CONDOMINIUM

POLK COUNTY, FLORIDA

5 32



UNIT 1-1 UNIT
 UNIT 1-2 UNIT
 UNIT 1-3 UNIT
 UNIT 1-4 UNIT
 UNIT 1-5 UNIT
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 UNIT 1-7 UNIT
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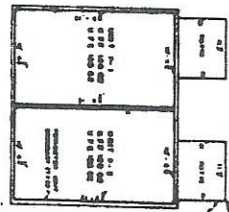
DECLARATION EXHIBIT "1", Page 10

EXHIBIT A SHEET 5 OF 8

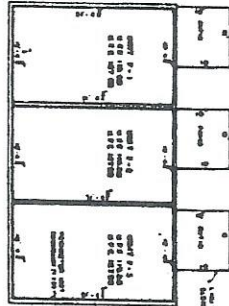
LAKE BENTLEY SHORES, A CONDOMINIUM

POLK COUNTY, FLORIDA

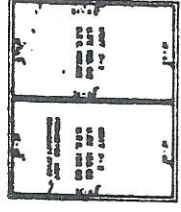
COMPARATIVE MAP No. 5-34



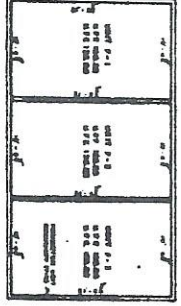
BUILDING 7 FIRST FLOOR



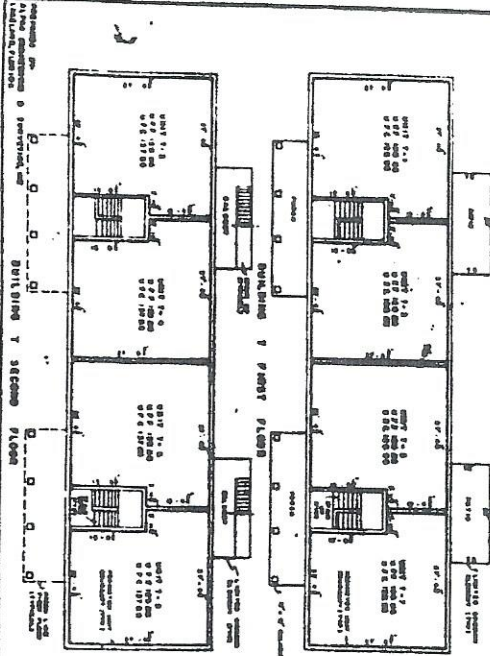
BUILDING 8 FIRST FLOOR



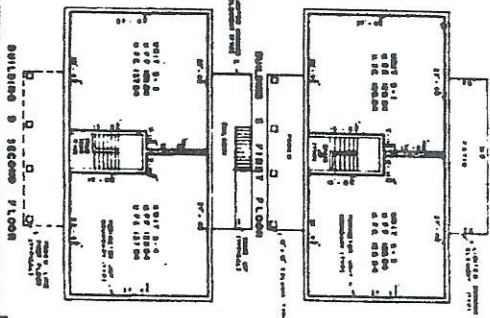
BUILDING 9 SECOND FLOOR



BUILDING 10 SECOND FLOOR



BUILDING 11 SECOND FLOOR



BUILDING 12 SECOND FLOOR

NOT TO SCALE
THIS IS A DECLARATION OF CONDOMINIUM INTERESTS IN THE UNITS AND COMMON AREAS OF THE CONDOMINIUM PROJECT KNOWN AS LAKE BENTLEY SHORES, A CONDOMINIUM, POLK COUNTY, FLORIDA. THIS DECLARATION IS SUBJECT TO THE RECORDS OF THE POLK COUNTY CLERK'S OFFICE.

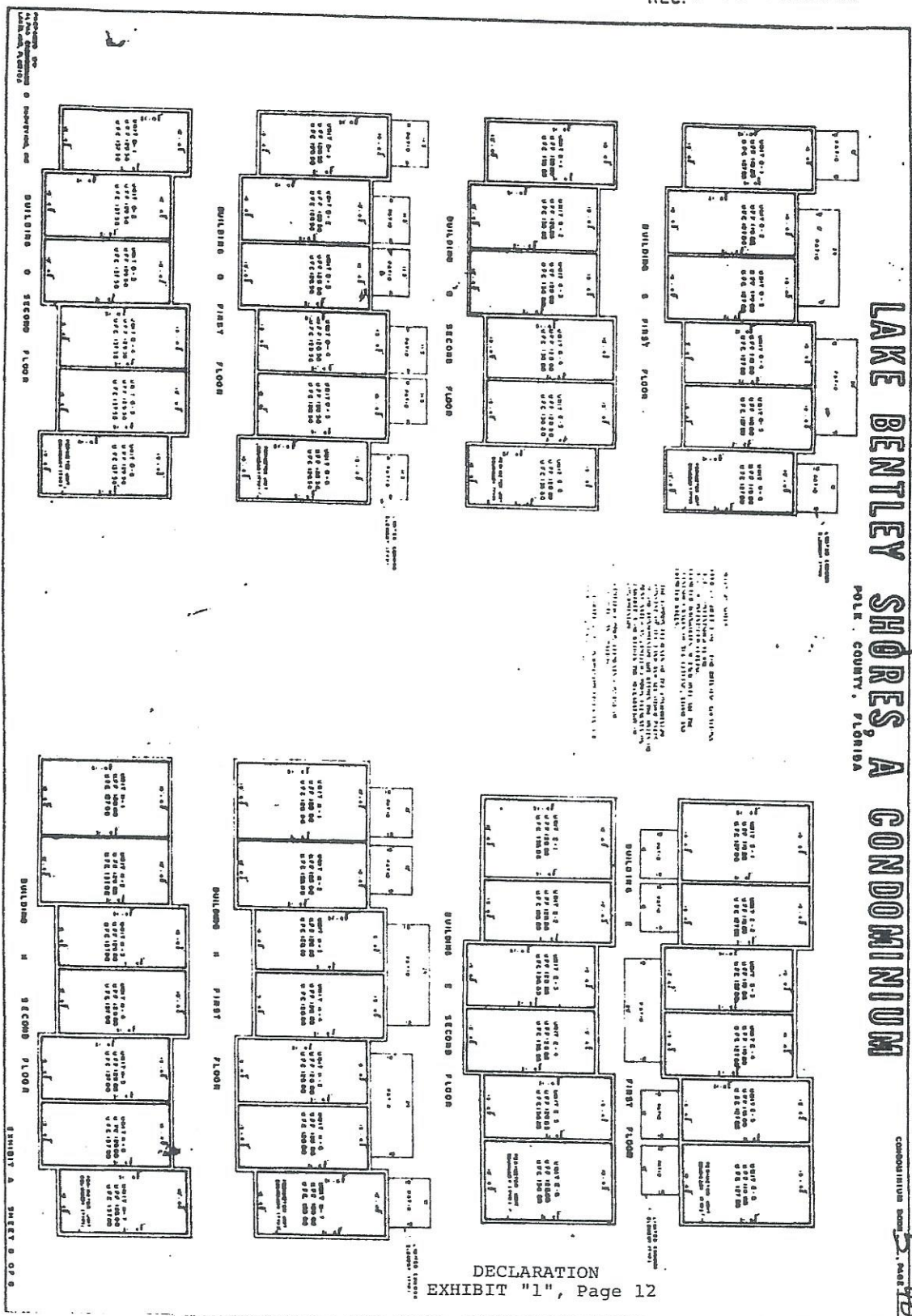
DECLARATION EXHIBIT "1", Page 11

EXHIBIT A SHEET 7 OF 8

LAKE BENTLEY SHORES, A CONDOMINIUM

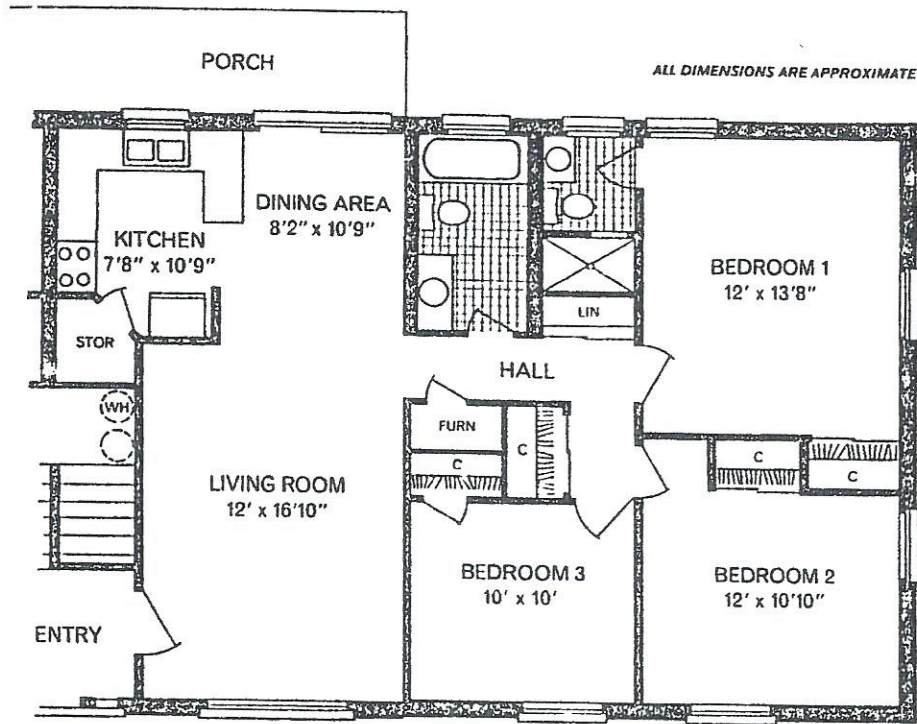
POLE COUNTY, FLORIDA

CONDOMINIUM BOOK 5, PAGE 46



DECLARATION EXHIBIT "1", Page 12

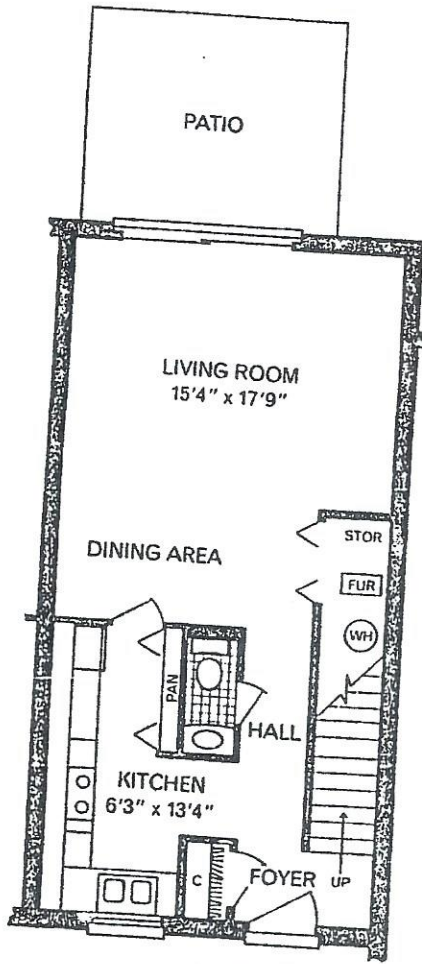
CONDOMINIUM BOOK 5, PAGE 46



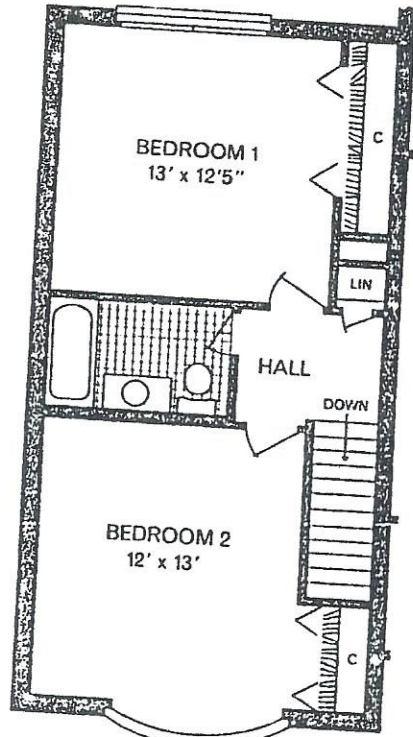
3 BEDROOM 2 BATH

Declaration
Exhibit 1 - page 13

ALL DIMENSIONS ARE APPROXIMATE

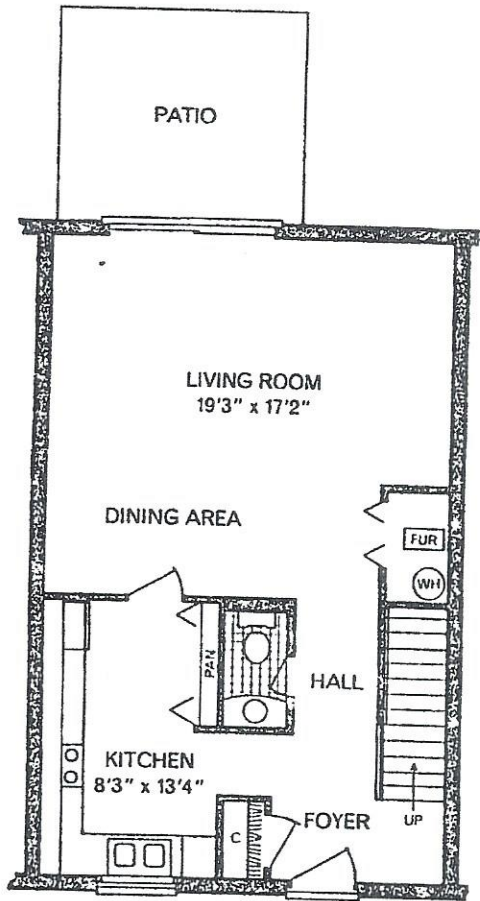


FIRST FLOOR



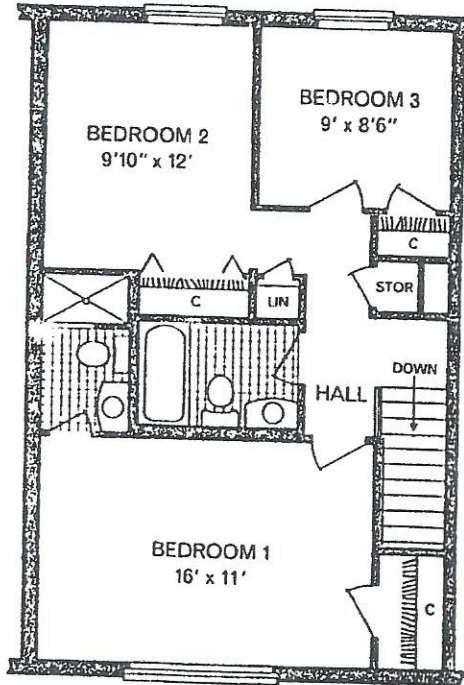
SECOND FLOOR

**2 BEDROOM 1 1/2 BATH
TOWNHOUSE**



FIRST FLOOR

ALL DIMENSIONS ARE APPROXIMATE



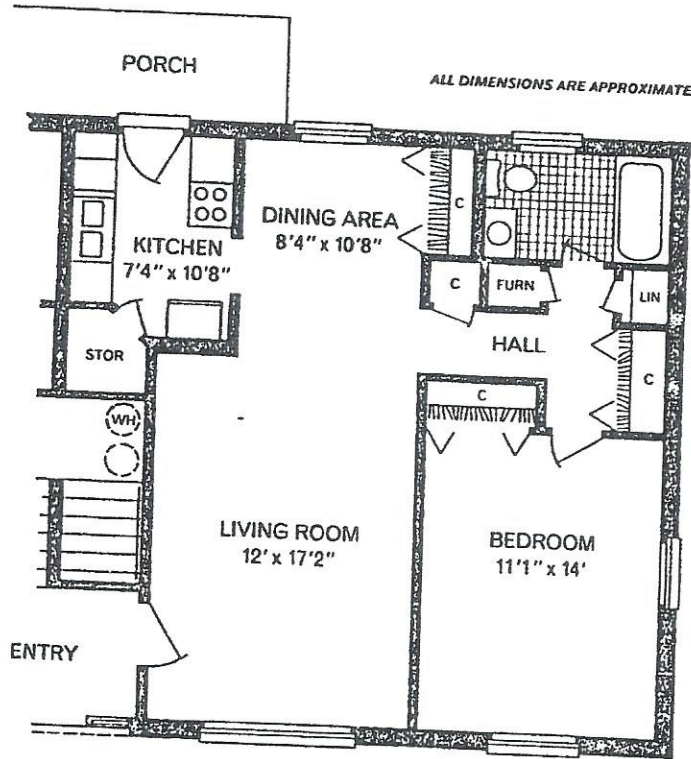
SECOND FLOOR

3 BEDROOM 2 1/2 BATH TOWNHOUSE

*ALSO THREE DELUXE MODELS WITH SUNKEN LIVING ROOM AVAILABLE

DECLARATION OF PREPARATION OF THIS PLAN BY ARCHITECT

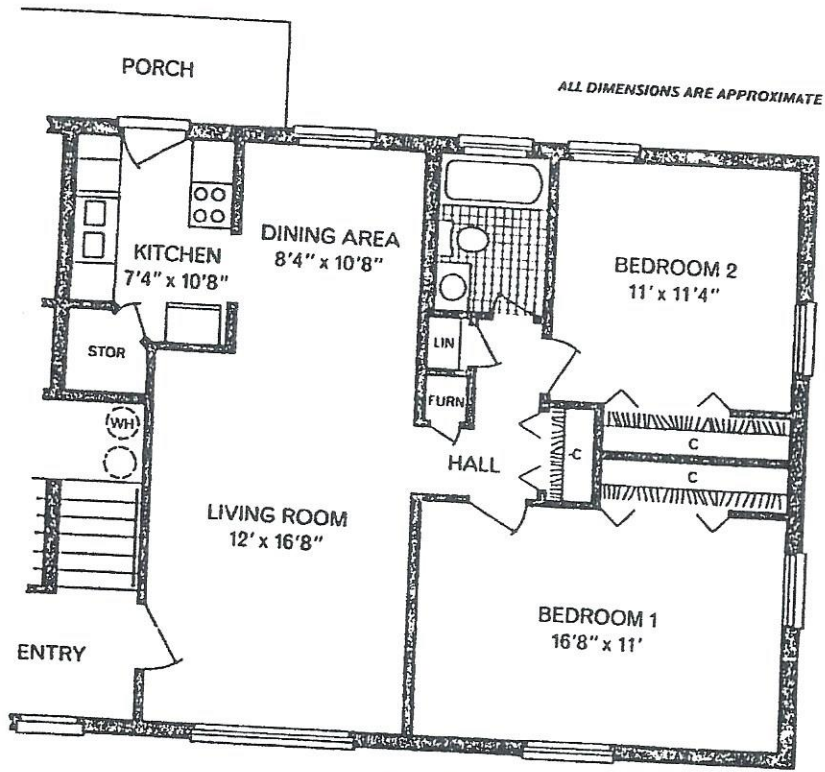
Declaration
Exhibit 1 - page 15



1 BEDROOM 1 BATH

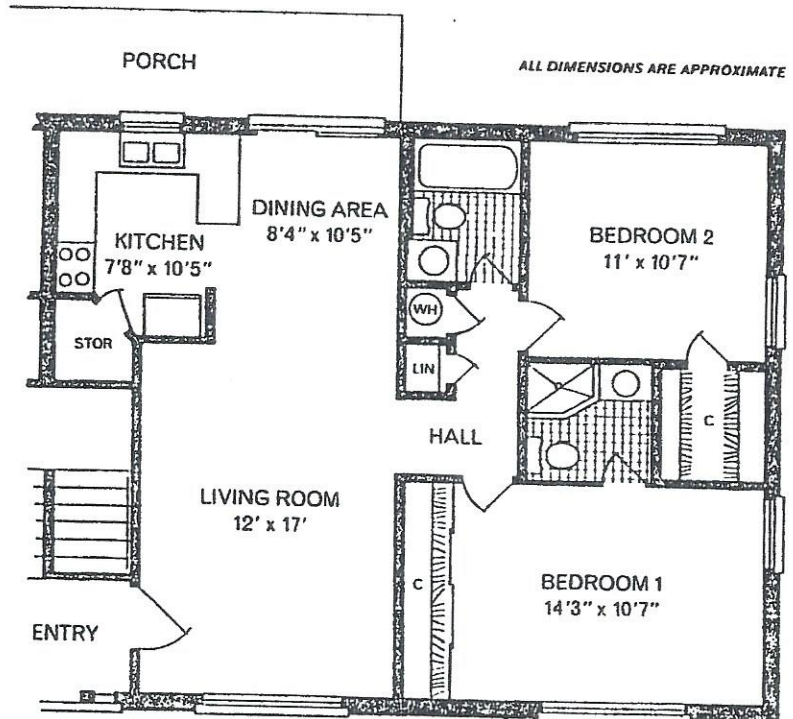
****ALSO FOUR DELUXE MODELS WITH BREAKFAST BAR AND SLIDING PORCH DOOR IN DINING ROOM AVAILABLE**

Declaration
Exhibit 1 - page 16



2 BEDROOM 1 BATH

Declaration
Exhibit 1 - page 17



2 BEDROOM 2 BATH

Declaration
Exhibit 1 - page 18

PHASE II DEVELOPMENT

PHASE II of the Condominium, if constructed, shall consist of two buildings, as described in more detail in Article IV of the Declaration of Condominium. The two buildings are designated "Proposed Building 'Q'" and "Proposed Building 'R'", with "Proposed Building 'Q'" being the southernmost of the two proposed buildings and consisting of six (6) two bedroom townhouses, and "Proposed Building 'R'" being the northernmost of the two proposed buildings and consisting of eight two bedroom/two bath units and four two bedroom/one bath units. It is proposed that the two buildings constituting Phase II will be constructed on the two concrete slabs designated on Declaration Exhibit "1", Page 5.

The Proposed Plot Plans for "Proposed Building 'Q'" and "Proposed Building 'R'" are the same in all material respects as the Plot Plans for Building O and Building N, respectively, which appear on Declaration Exhibit "A", Pages 9 and 12. The proposed interior floor plans for the units in said proposed buildings are the same in all material respects as the interior floor plans for existing units of the same number of bedrooms and bathrooms in Phase I, as set forth on Declaration Exhibit "1", Pages 13 - 18.