

Record and return to:  
This instrument was prepared by:

Ellen Avery-Smith, Esq.  
Rogers Towers, P.A.  
100 Whetstone Place, Suite 200  
St. Augustine, Florida 32086

File No.: W3979-63379

**SECOND SUPPLEMENT AND ENVIRONMENTAL RESTRICTIONS TO  
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR MADEIRA AT ST. AUGUSTINE**

**(Phase 2A Unit 1)**

THIS SECOND SUPPLEMENT AND ENVIRONMENTAL RESTRICTIONS TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MADEIRA AT ST. AUGUSTINE (this “**Supplemental Declaration**”) is entered into as of this 17<sup>th</sup> day of March, 2020, by PONCE ASSOCIATES, LLC, a Florida limited liability company (the “**Declarant**”), as joined by the MADEIRA AT ST. AUGUSTINE MASTER OWNERS’ ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”).

**RECITALS:**

A. The Declaration of Covenants, Conditions, Restrictions and Easements for Madeira at St. Augustine was recorded in Official Records Book 3095, Page 900, and has been modified by that certain First Supplement to Declaration of Covenants, Conditions, Restrictions and Easements for Madeira at St. Augustine recorded in Official Records Book 4095, Page 1274, both of the Public Records of St. Johns County, Florida (collectively, the “**Declaration**”).

B. Pursuant to Declarant’s right to amend as set forth in Article 17, Section 17.6 of the Declaration, the undersigned hereby amends the Declaration to add real property commonly known as Madeira Phase 2A Unit 1, as more particularly set forth herein.

C. Madeira Phase 2A Unit 1 is located on or near portions of the former Ponce de Leon Resort and Golf Course upon which certain agrichemicals, including but not limited to herbicides, pesticides, and fertilizers, were lawfully applied, resulting in certain soil and groundwater impacts.

D. Madeira Phase 2A Unit 1 has been assessed, sampled, managed and remediated by the Declarant under the direction of the Florida Department of Environmental Protection (the “**FDEP**”) to address the soil and groundwater impacts.

E. As a result of these efforts (discussed herein), the Declarant prepared a Declaration of Restrictive Covenant, which is recorded in Official Records Book 4897, Page 697, Public Records of St. Johns County, Florida for Madeira Phase 2A Unit 1 (the “**Environmental Restriction**”), which includes, but is not limited to the following provisions:

**1. A minimum of two (2) feet of clean fill to remain over Lots 1-15, 63-81, 98-100 and 128-131 within the Additional Property (homes will be constructed over the clean fill);**

**2. Certain roadways to remain as impervious surface; and**

### 3. No use of groundwater for any purpose.

NOW, THEREFORE, the parties hereby amend the Declaration as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by this reference.

2. Annexation. Pursuant to Article 2, Section 2.2 of the Declaration, the Declarant may annex additional property and may make such additional property subject to the governing provisions of the Declaration. The Declarant hereby annexes the additional property described in Exhibit "A" attached hereto and incorporated herein by this reference to the Declaration (the "**Additional Property**") and makes the Additional Property subject to the governing provisions thereof. From and after the date of this Supplemental Declaration, the Additional Property shall be owned, improved, transferred and occupied subject to the Declaration, as may be amended and supplemented from time to time in accordance with the terms of the Declaration. Further, from and after the date of this Supplemental Declaration, the Additional Property shall be deemed to be included in the definition of "**Property**" wherever used in the Declaration, and all easements and restrictions set forth in the Declaration shall apply to the Additional Property. The Declaration and this Supplemental Declaration shall run with title to the Additional Property and shall bind all persons having any right, title or interest in or to the Additional Property, and their respective heirs, legal representatives, successors, successors-in-title and assigns. The Additional Property is also described in the Plats of Madeira at St. Augustine Phase 2A Unit 1, as may be subsequently recorded in the Public Records of St. Johns County, Florida.

3. Environmental Management Activities. Prior to initiating development activities, the Declarant sampled the soil and groundwater throughout the Additional Property to identify any environmental impacts. As a result of these assessment activities, portions of the Additional Property have been managed, remediated and sampled to address the presence of impacted soil and groundwater on or under the Additional Property (as listed above), including, but not limited to, capping and covering certain Lots with at least two (2) feet of clean soil (homes will be constructed above the clean fill), installing an impervious surface in the form of an asphalt cap over the roadways, and prohibiting any use of groundwater under the Additional Property, in accordance with Florida laws and under the review of the FDEP (the "**Environmental Activities**").

4. Environmental Restriction. Following the completion of the Environmental Activities, the Declarant recorded the Environmental Restriction to require the roadways and clean fill to remain and prohibit the use of groundwater from the Additional Property. The Environmental Restriction is recorded in Official Records Book 4897, Page 697, Public Records of St. Johns County Florida and attached hereto as Exhibit "B" and incorporated herein by this reference. To the extent the Declaration, this Supplemental Declaration, or any plat grants an Owner the right to use any portion of the Additional Property that is subject to the Environmental Restriction, such use shall be subject and subordinate to the Environmental Restriction. The purpose and the powers of the Association shall also include responsibility for all aspects of compliance with the Environmental Restriction including, without limitation, responsibility to complete and fulfill any and all obligations of the Declarant, as may be required by the Environmental Restriction, including, but not limited to, enforcing compliance with all maintenance and inspection protocols set forth in the Environmental Restriction. The inspection and maintenance requirements for the Environmental Restriction are documented in an Engineering Control Maintenance Plan, which is attached hereto as Exhibit "C" and

incorporated herein by this reference. Costs and expenses of the Association incurred under the Environmental Restriction and Engineering Control Maintenance Plan shall be a Common Expense of the Association. As more particularly set forth in the Environmental Restriction, no change to the Environmental Restriction can occur without the prior written approval of the FDEP.

5. Pool Installation Below Minimum Two (2) Feet of Clean Fill. Construction of pools below or within the Lots that are required to maintain the two (2) feet of clean fill (as set forth in the Environmental Restriction) is not prohibited, provided that such construction is completed pursuant to the terms of the Pool Installation Protocol, which is attached to the Engineering Controls Maintenance Plan in Exhibit "C". The Pool Installation Protocol sets forth a specific process for installing, maintaining and removing a pool on the Lots where the Environmental Restriction applies, including but not limited to approval requirements by the Architectural Review Board, notification to the FDEP, soil removal requirements, construction standards and details, and reporting requirements. The Architectural Review Board shall only approve pools that comply with the strict requirements set forth in the Declaration, this Supplemental Declaration, the Environmental Restriction, the Engineering Control Maintenance Plan and the Pool Installation Protocol. Once constructed, the pool and associated improvements (including, but not limited to any patio) will serve as a replacement for the minimum two (2) feet of clean fill. Any changes to the pool, including but not limited to removal of the pool, shall not occur without first securing the approval of the Association. Following approval of the change by the Association, notice of the change must be provided to the FDEP.

6. Amendment to Environmental Restriction. The Environmental Restriction may not be amended, removed or superseded without the prior written approval of Declarant and FDEP, which approval may be withheld in Declarant's or FDEP's sole discretion. Additionally, the Environmental Restriction may be enforced by FDEP and/or the Association.

7. Penalties for Violation of the Environmental Restriction. If applicable to a specific Lot, every Owner and Owner's contractors, subcontractors and other agents shall comply with the Environmental Restriction. Failure to comply with the Environmental Restriction shall be grounds for immediate action for enforcement in accordance with the rules and procedures set forth in Article 10 of the Declaration, including, but not limited to the ability to impose Special Assessments against the Lot owned by the Owner, injunctive relief, an action to recover sums due for damages, or any combination thereof (all of which are non-exclusive remedies). These powers shall be in addition to and separate and independent of the enforcement authority of the FDEP.

8. Penalties for Violation of Pool Installation Protocol. Any construction of a pool that does not specifically comply with the terms of the Engineering Control Maintenance Plan and Pool Installation Protocol is strictly prohibited. Failure to comply with the Engineering Control Maintenance Plan and/or Pool Installation Protocol shall also be grounds for immediate action for enforcement in accordance with the rules and procedures set forth in Article 10 of the Declaration, including, but not limited to the ability to impose Special Assessments against the Lot owned by the Owner, injunctive relief, an action to recover sums due for damages, or any combination thereof (all of which are non-exclusive remedies). These powers shall be in addition to and separate and independent of the enforcement authority of the FDEP.

9. Acknowledgement of Environmental Restriction. Each Owner shall be deemed to have taken title to his or her Lot with knowledge of, and subject to, the aforementioned risks

and restrictions in the Environmental Restriction, if applicable.

10. Exception to Marketable Record Title Act for the Environmental Restriction. The Environmental Restriction shall run with title to the Additional Property in perpetuity due to a statutory exclusion from the Marketable Records Title Act. In the event that the Association becomes defunct or ceases to exist, the Environmental Restriction will still apply to the Additional Property and continue in perpetuity. Prior to taking any action to dissolve or terminate the Association, the Association agrees to notify the FDEP Division of Waste Management.

11. Use of Defined Terms. The use of any capitalized terms or terms that are not defined in this Supplemental Declaration shall have the meaning set forth in the Declaration.

12. Ratification. As specifically amended hereby, all of the terms and provisions of the Declaration shall remain in full force and effect. In the event of any conflict between the provisions of the Declaration and the provisions of this Supplemental Declaration, the provisions of this Supplemental Declaration shall supersede and prevail.

[Remaining of Page Specifically Left Blank – Signature Pages and Exhibits Follow]

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed by its duly authorized representative as of the day and year first above written.

Witnesses:

John P. Moore  
Name: John P. Moore

Marilyn J Mohrman  
Name: Marilyn J Mohrman

DECLARANT:

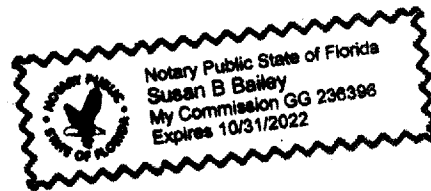
**PONCE ASSOCIATES, LLC**, a Florida limited liability company

By: [Signature]  
Name: DOUGLAS G. MAIER  
Title: VICE PRESIDENT

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of November, 2020, by Douglas G. Maier, as Vice President of Ponce Associates, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public, State of Florida  
Name: Susan B Bailey  
My Commission Expires: 10-31-22  
My Commission Number is: 66 236396



Witnesses:

[Signature]  
 Name: John P. Moore

[Signature]  
 Name: Marilyn J Mohrman

ASSOCIATION:

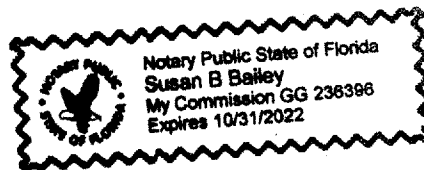
**MADEIRA AT ST. AUGUSTINE  
MASTER OWNERS' ASSOCIATION,  
INC.,** a Florida not-for-profit corporation

[Signature]  
 By: Douglas G. Maier  
 Name: Douglas G. Maier  
 Title: PRESIDENT

STATE OF Florida  
COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 17<sup>th</sup> day of March, 2020, by Douglas G. Maier, as President of Madeira at St. Augustine Master Owners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
 Notary Public, State of Florida  
 Name: Susan B. Bailey  
 My Commission Expires: 10/31/22  
 My Commission Number is: GG 236296



**CONSENT OF MORTGAGEE**

The undersigned lender ("Lender") hereby certifies that it is the owner and holder of a Mortgage and Security Agreement (the "Mortgage") on the property described in **Exhibit "A"**, recorded in Official Records Book 2693, Page 222, as modified by that certain Mortgage Modification Agreement dated August 31, 2008 and recorded on September 15, 2008 in Official Records Book 3123, Page 160, as assigned by instrument dated January 10, 2011 and recorded on January 20, 2011 in Official Records Book 3400, Page 682, and further amended and restated by instrument recorded in Official Records Book 3400, Page 1381, all of the Public Records of St. Johns County, Florida, and that the undersigned hereby consents to the recording of the SECOND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MADEIRA AT ST. AUGUSTINE for Phase 2A Unit 1 (the "Supplemental Declaration") and to subordinate the lien of the Mortgage to the Declaration; provided, however, Lender does not consent to the subordination of the lien of the Mortgage to any liens, or any rights and remedies of the Association relating to such liens, granted to the Association under the Declaration. For the purpose of clarity, the lien of the Mortgage shall remain superior to any liens granted to the Association under the Declaration, and the Mortgage shall remain in full force and effect upon the exercise by the Association of any of its rights and remedies relating to any liens granted to the Association under the Declaration.

Made as of this 13<sup>th</sup> day of March, 2020.

**LENDER:**  
**FAIRCREST HOLDINGS, LLC, a Delaware limited liability company**

By: [Signature]  
Name: MR JUAN MOSTERT  
Title: Director of RSF II Limited as the  
Managing member of Faircrest Holdings LLC

~~STATE OF~~ \_\_\_\_\_

~~COUNTY OF~~ JERSEY, CHANNEL ISLANDS

This instrument was acknowledged before me by means of  physical presence or  online notarization on this 13<sup>th</sup> day of MARCH, 2020, by JUAN MOSTERT, as MANAGING MEMBER of Faircrest Holdings, LLC, a Delaware limited liability company, on behalf of said lender.

[Signature]  
Notary Public ~~in and for the State of~~ \_\_\_\_\_

MICHAEL GOULBORN  
NOTARY PUBLIC  
47 Esplanade  
St Helier  
Jersey, JE1 0BD  
-michael.goulborn@careyolsen.com  
Tel: +44 (0)1534 888900

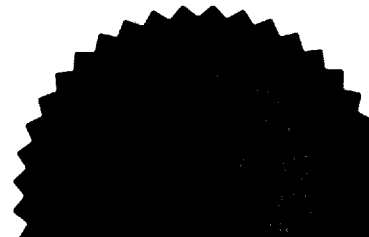


Exhibit "A"

Additional Property – Madeira at St. Augustine Phase 2A Units 1 Legal

UNIT ONE:

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHERLY CORNER OF THE EASTERLY TERMINUS OF MARALINDA DRIVE AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1A, AS RECORDED IN A MAP BOOK 63, PAGES 24 THROUGH 31, INCLUSIVE OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, BEING ON THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 136.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75°50'11" EAST, 135.87 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 68°59'24" EAST, 34.77 FEET; THENCE SOUTH 56°48'54" EAST, 60.49 FEET; THENCE SOUTH 61°55'16" EAST, 264.70 FEET; THENCE SOUTH 32°54'38" EAST, 426.92 FEET; THENCE SOUTH 21°49'04" EAST, 363.74 FEET; THENCE SOUTH 69°58'35" WEST, 200.21 FEET, TO THE ARC OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 175.00 FEET, AN ARC DISTANCE OF 13.67 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°41'27" EAST, 13.67 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 01°27'09" EAST, 42.10 FEET; THENCE SOUTH 88°32'51" WEST, 50.00 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 50.83 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 59°41'49" WEST, 42.51 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 62°03'32" WEST, 125.28 FEET; THENCE SOUTH 20°01'25" EAST, 105.19 FEET; THENCE SOUTH 12°14'08" WEST, 28.70 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 31.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 50°22'18" EAST, 30.32 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 20°01'25" EAST, 256.30 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 62.82 FEET, SAID ARC BEING



SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 39°58'07" WEST, 51.96 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 80°02'22" WEST, 175.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 595.00 FEET, AN ARC DISTANCE OF 204.03 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89°51'47" WEST, 203.03 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 37.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 63°48'50" WEST, 35.16 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 27°56'28" WEST, 45.98 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 31.47 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 02°06'41" EAST, 30.05 FEET; THENCE NORTH 57°50'11" WEST, 16.14 FEET; THENCE NORTH 27°56'28" WEST, 110.00 FEET; THENCE SOUTH 62°03'32" WEST, 102.00 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHERLY; THENCE SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 17°03'32" WEST, 35.36 FEET; THENCE SOUTH 62°03'32" WEST, 50.00 FEET; THENCE NORTH 27°56'28" WEST, 46.40 FEET; THENCE SOUTH 62°03'32" WEST, 123.70 FEET, TO THE EASTERLY LINE OF THOSE LANDS DESIGNATED SECOND DESCRIPTION AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2686, PAGE 172, OF SAID PUBLIC RECORDS; THENCE NORTH 27°56'28" WEST, ALONG LAST SAID LINE, 174.32 FEET; THENCE NORTH 05°34'14" WEST, 149.44 FEET; THENCE NORTH 19°39'46" WEST, 373.54 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS "CONSERVATION EASEMENT NO. 8" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2808, PAGE 1469, OF SAID PUBLIC RECORDS; THENCE NORTH 79°28'46" EAST, ALONG LAST SAID LINE, 3.44 FEET; THENCE NORTH 50°56'32" EAST, CONTINUING ALONG LAST SAID LINE, 47.92 FEET; THENCE NORTH 69°58'35" EAST, 398.10 FEET; THENCE NORTH 20°27'59" WEST, 285.50 FEET, TO THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS "ROAD TRACT" AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 4095, PAGE 1274, OF SAID PUBLIC RECORDS, THENCE NORTH 57°28'38" EAST, ALONG LAST SAID LINE AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESIGNATED AS "LANDSCAPE TRACT NO. 2" AS DESCRIBED AND RECORDED IN SAID OFFICIAL RECORDS BOOK 4095, PAGE 1274, 40.55 FEET, TO THE EASTERLY LINE OF SAID "LANDSCAPE TRACT NO. 2" AND THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY AND NORTHERLY, ALONG LAST SAID LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 235.00 FEET, AN ARC DISTANCE OF 166.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 49°10'21" WEST, 163.13 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING NORTHWESTERLY; COURSE NO. 2: NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE,

CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 13.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 43°36'54" WEST, 13.09 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: NORTH 17°44'53" WEST, 1.08 FEET, TO THE SOUTHERLY LINE OF TRACT B13 AS SHOWN ON AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1A, AND THE POINT OF CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY AND EASTERLY, ALONG LAST SAID LINE RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 15.00 FEET, AN ARC DISTANCE OF 24.36 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 28°47'05" EAST, 21.77 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 950.00 FEET, AN ARC DISTANCE OF 152.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 79°54'33" EAST, 152.10 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 350.00 FEET, AN ARC DISTANCE OF 94.02 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 87°48'13" EAST, 93.74 FEET, TO THE EASTERLY LINE OF LAST SAID LANDS; THENCE NORTH 11°52'15" WEST, ALONG LAST SAID LINE AND ALONG THE AFORESAID EASTERLY TERMINUS OF MARALINDA DRIVE, 95.37 FEET, TO THE POINT OF BEGINNING.

CONTAINING 25.24 ACRES, MORE OR LESS.