

Recording Fees: \$86.50  
Documentary Stamps: \$0.00

This instrument prepared by and return to:

BRADLEY J. ELLIS, ESQUIRE



2033 Main Street, Suite 600

Sarasota, Florida 34237

Tel: (941) 366-8100

Fax: (941) 366-6384

Matter: 69708-133312

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2023011794 10 PG(S)  
January 24, 2023 10:37:44 AM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



Cross-references: Instr. No. 2017004778; Instr. No. 2017154235;  
Instr. No. 2018093242; Instr. No. 2018141052;  
Instr. No. 2019049796; Instr. No. 2019164642;  
Instr. No. 2021055275; Instr. No. 2021109905;  
Instr. No. 2021173968; Instr. No. 2022051019; and  
Instr. No. 2022161908.

**ELEVENTH AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR  
ARTISTRY LOCATED IN SARASOTA COUNTY, FLORIDA, AND FOR  
THE ARTISTRY COMMUNITY ASSOCIATION, INC.  
(Adding the Phase 3A Property to the Subject Lands)**

THIS ELEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS FOR ARTISTRY LOCATED IN SARASOTA COUNTY, FLORIDA, AND FOR THE ARTISTRY COMMUNITY ASSOCIATION, INC. ("Eleventh Amendment") is made as of the Effective Date hereof by **KH PALMER BLVD LLC**, a Florida limited liability [EIN 46-2751134], maintaining a principal office of 105 NE 1<sup>st</sup> Street, Delray Beach, Florida 33444 ("**Declarant**").

**RECITALS:**

**A.** WHEREAS, the *Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Declaration**") is recorded in the County's official public records as O.R. Instrument No. 2017004778; and

**B.** WHEREAS, the *First Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**First Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2017154235; and

**C.** WHEREAS, the *Second Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Second Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2018093242; and

D. WHEREAS, the *Third Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Third Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2018141052; and

E. WHEREAS, the *Fourth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Fourth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2019049796; and

F. WHEREAS, the *Fifth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Fifth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2019164642; and

G. WHEREAS, the *Sixth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Sixth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2021055275; and

H. WHEREAS, the *Seventh Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Seventh Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2021109905; and

I. WHEREAS, the *Eighth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Eighth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2021173968; and

J. WHEREAS, the *Ninth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Ninth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2022051019; and

K. WHEREAS, the *Tenth Amendment to the Declaration of Covenants, Conditions, Easements, and Restrictions for Artistry Located in Sarasota County, Florida, and for the Artistry Community Association, Inc.* ("**Tenth Amendment**") is recorded in the County's official public records as O.R. Instrument No. 2022161908; and

L. WHEREAS, the Declaration submitted certain real properties to Artistry and §9.1 of the Declaration authorizes the Declarant to submit, by way of recorded Amendment, other real properties to Artistry if such properties are identified in "Exhibit B" to the Declaration and/or are otherwise contiguous to the then existing limits of Artistry; and

M. WHEREAS, the real properties that are the subject of this Eleventh Amendment are part of the property identified in "Exhibit B" to the Declaration and/or is otherwise contiguous to the existing limits of Artistry, and is more particularly described in "**Exhibit A**" attached hereto (the

“Additional Property”); and

N. WHEREAS, Declarant is the sole record title owner of the Additional Property; and

O. WHEREAS, the Declarant intends to subject the Additional Property to the Declaration as additions to the Subject Lands of Artistry; and

NOW THEREFORE, the Declarant hereby declares that the Additional Property shall be held, used, sold, conveyed, leased, mortgaged, and developed subject to all of the covenants, conditions, restrictions, easements, reservations, and all the other terms, provisions, and limitations set forth in the Declaration. All the covenants, conditions, restrictions, easements, reservations, and all other terms, provisions, and limitations contained in the Declaration are: imposed for the benefit of and shall burden the Additional Property, shall run with title to the Additional Property, and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the Additional Property. In furtherance thereof, and for and in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declarant hereby declares as follows:

1. **Recitals Incorporated.** The foregoing recitals are true, accurate, and incorporated herein by reference.

2. **Definitions.** The words used in this Eleventh Amendment shall be given their normal, commonly understood definitions. Unless defined in this Eleventh Amendment, capitalized terms shall have the same meanings as used in the Declaration, as it may be amended or supplemented from time to time.

3. **Effective Date.** The Effective Date of this Eleventh Amendment shall be the date and time of recording of this Eleventh Amendment in the County’s official public records.

4. **Addition of the Additional Property to Artistry.** Pursuant to §9.1 of the Declaration, the Declarant, together with the joinder and consent of the Mortgagee having an ownership interest in the property, declare that the Additional Property is hereby submitted to the Subject Lands of Artistry and shall be held, used, sold, conveyed, leased, mortgaged, and developed subject to all of the covenants, conditions, restrictions, easements, reservations, and all the other terms, provisions, and limitations set forth in the Declaration, as it may be amended or supplemented from time to time. All the covenants, conditions, restrictions, easements, reservations, and all other terms, provisions, and limitations contained in the Declaration, as it may be amended or supplemented from time to time, are: imposed for the benefit of and shall burden the Additional Property; shall run with title to the Additional Property; and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the Additional Property.

5. **Term of this Eleventh Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this Eleventh Amendment and of the Declaration shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, successors-in-interest, heirs, or assigns, regardless of how the Owners acquire title, for a period coextensive with the term of the Declaration, as same may be extended from time to time until terminated pursuant to the provisions of the Declaration. Notwithstanding anything to the

contrary in the foregoing, subject to the limitations within the Declaration (including, but not limited to any provision of the Declaration pertaining to the withdrawal of property from Artistry) this Eleventh Amendment may be mutually amended, terminated, or modified by a written instrument executed by the Declarant and the Mortgagee (if still applicable) (or their successors, successors-in-interest, or assigns); provided further that no amendment, termination, or modification shall become effective prior to all of the Declarant and the Mortgagee (if still applicable) (or their successors, successors-in-interest, or assigns) duly executing and acknowledging such document and a copy thereof being recorded in the County's official public records.

6. **Interpretation.** All signatories hereto acknowledge and agree that each has been given the opportunity to independently review this Eleventh Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Eleventh Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Eleventh Amendment, such dispute shall not be resolved by any rule of construction providing for interpretation against the party who causes the ambiguity, or against the drafter. All signatories hereto agree that in the event of ambiguity or dispute regarding the interpretation of this Eleventh Amendment, the Eleventh Amendment will be interpreted as if each participated in the drafting hereof.

7. **Attorneys' Fees and Costs.** The prevailing party in any dispute arising out of this Eleventh Amendment shall be entitled to reasonable Attorneys' Fees and Costs, in addition to all other relief granted or awarded by the presiding authority.

8. **Further Acts.** All signatories hereto shall cooperate with each other and execute and deliver any further authorizations, documents, and instruments, and shall take any further acts as reasonably necessary to effectuate or carry out the intent and purposes of this Eleventh Amendment.

9. **Binding Effect.** This Eleventh Amendment shall be binding upon and shall inure to the benefit of all signatories and Owners, and their respective successors, successors-in-title, heirs, and assigns, with respect to the Subject Lands.

10. **Covenants to Run with the Title to the Land.** This Eleventh Amendment shall be deemed to run with the title to all portions of the Subject Lands under the Declaration, and shall remain in full force and effect unless and until terminated in accordance with the provisions set out in this Eleventh Amendment.

11. **Exhibits.** Each exhibit attached to this Eleventh Amendment is and shall be construed to be made a part of this Eleventh Amendment.

12. **Headings.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Eleventh Amendment.

13. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this Eleventh Amendment shall be determined according to the laws of the State of Florida, without regard to the principles of conflicts of laws thereof. The exclusive jurisdiction and venue of any action or suit brought in connection with this Eleventh Amendment shall be in the State Circuit Court in and for Sarasota County, Florida. Any Owner, by taking title to any portion of

the Subject Lands hereby agrees that neither **(a)** shall any action or suit brought in connection with this Eleventh Amendment be filed in Federal Court, nor **(b)** shall any such action or suit which is brought in State Court be removed, or attempted to be removed, to Federal Court, unless such filing in or removal to Federal Court is consented to in writing by the affected parties to such litigation.

14. **Authorization.** The Declarant and Mortgagee each represent and warrant that: such party has authorized the execution, delivery, and performance of this Eleventh Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing this Eleventh Amendment on behalf of such party has been authorized to execute this Eleventh Amendment on behalf of such party; and this Eleventh Amendment creates a valid, binding, and enforceable agreement of such party.

**IN WITNESS WHEREOF**, the Declarant, together with the joinder and consent of the Mortgagee having an interest in the Additional Property owned by Declarant, has caused this Eleventh Amendment to be executed on the Effective Date.

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}

{ATTACHED TO THE ELEVENTH AMENDMENT TO THE DECLARATION FOR ARTISTRY}

**DECLARANT**

Signed, sealed, and delivered in the presence of:

Erin Barrett  
Witness

ERIN BARRETT  
Printed Name

[Signature]  
Witness

BRYON T. LoPRESTE  
Printed Name

**KH PALMER BLVD LLC**, a Florida limited liability

By: [Signature]

Print Name: James P. Harvey

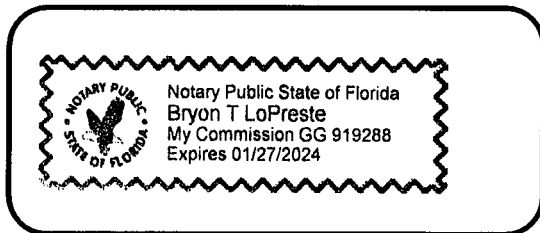
Title: Vice President

Date: AUGUST 9, 2022

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9<sup>th</sup> day of AUGUST, 2022, by James P. Harvey as Vice President of KH PALMER BLVD LLC, on behalf of the company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification, and did not take an oath.



Notary Stamp

[Signature]  
Signature of Notary

BRYON T. LoPRESTE  
Print Name of Notary

My Commission Expires: 01-27-24

{THIS SPACE INTENTIONALLY LEFT BLANK}

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE ELEVENTH AMENDMENT TO THE DECLARATION FOR ARTISTRY}

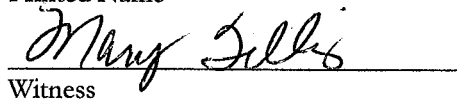
**JOINDER AND CONSENT OF MORTGAGEE**

FLAGSTAR BANK, FSB, a federally chartered savings bank ("Mortgagee"), whose address is 5151 Corporate Drive, Troy, Mail Stop E-203-3, Michigan 48098, is the owner and holder of that certain *Construction Mortgage, Assignment of Lease and Rents, Security Agreement and Fixture Filing*, dated May 9, 2016 and recorded on May 12, 2016 as Official Records Instrument No. 2016058554 of the Public Records of Sarasota County, Florida, as modified by that certain *Mortgage Spreader Agreement (Florida)* dated June 27, 2017 and recorded on July 3, 2017 as Official Records Instrument No. 2017083263 of the Public Records of Sarasota County, Florida, as affected by the *Mortgage Modification Agreement and Notice of Future Advance* dated December 19, 2017 and recorded on December 26, 2017 as Official Records Instrument No. 2017157925 of the Public Records of Sarasota County, Florida, and as affected by that certain *Mortgage Spreader Agreement* dated April 30, 2018 and recorded on May 1, 2018 as Official Records Instrument No. 2018056970 of the Public Records of Sarasota County, Florida (collectively, the "Mortgage"), which Mortgage constitutes a lien and encumbrance upon the Subject Lands owned by Declarant, hereby joins in this Eleventh Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

  
Witness

Sylvia Hernandez  
Printed Name

  
Witness

Mary Tillis  
Printed Name

FLAGSTAR BANK, FSB, a federally chartered savings bank

By:

Print Name: Drew Szilagyi

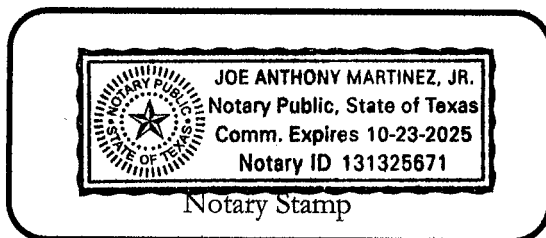
Title: Vice President

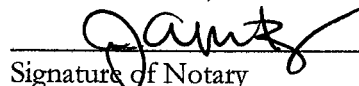
Date:

(CORPORATE SEAL)

STATE OF TEXAS  
COUNTY OF HARRIS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10<sup>th</sup> day of August, 2022, Drew Szilagyi as Vice President of FLAGSTAR BANK, FSB, on behalf of the bank. ☐ He is ☒ personally known to me or ☐ has produced \_\_\_\_\_ as identification, and did not take an oath.



  
Signature of Notary

Joe A. Martinez Jr.

Print Name of Notary

My Commission Expires: 10-23-25

{ "EXHIBIT A" COMMENCES ON FOLLOWING PAGE }

**"Exhibit A" – Legal Description of the Additional Property**

**ARTISTRY, PHASE 3A**

**DESCRIPTION:** A portion of LOTS 2, 3, 4, 5, 6 and 7, BLOCK 25, a portion of LOTS 1, 2, 3, 4, 5, 7, 8, 10, 11, 12, 13 and 14, BLOCK 26, and a portion of former WEBER ROAD (50 foot wide) right-of-way, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, according to the plat thereof, as recorded in Plat Book 3, Page 53; Together with TRACT 402 (Future Development Area), a portion of TRACT 203 (Stormwater Management & Common Area), a portion of TRACT 302 (Common Area) and a portion of TRACT 401 (Future Development Area), ARTISTRY, PHASE 1A, according to the plat thereof, as recorded in Plat Book 50, Pages 45 through 45U, inclusive; Together with TRACT 400 (Stormwater Management & Common Area), ARTISTRY, PHASE 1B-2, according to the plat thereof, as recorded in Plat Book 53, Pages 1 through 5, inclusive; Together with TRACT 103 (Open Space), TRACT 400A (Stormwater Management & Common Area), TRACT 400B (Stormwater Management & Common Area) and a portion of TRACT 102 (Open Space), ARTISTRY, PHASE 2E, according to the plat thereof, as recorded in Plat Book 52, Pages 396 through 400, inclusive, all of the Public Records of Sarasota County, Florida, and all being more particularly described as follows:

**COMMENCE** at the Easternmost corner of said ARTISTRY, PHASE 1B-2, said point also being on the Northerly right-of-way of ARTISAN WAY, run thence along said Northerly right-of-way the following six (6) courses: 1) N.45°02'08"W., a distance of 55.00 feet; 2) S.44°57'52"W., a distance of 7.40 feet; 3) Westerly, 17.04 feet along the arc of a tangent curve to the right having a radius of 12.00 feet and a central angle of 81°21'04" (chord bearing S.85°38'23"W., 15.64 feet); 4) Northwesterly, 144.86 feet along the arc of a reverse curve to the left having a radius of 677.50 feet and a central angle of 12°15'03" (chord bearing N.59°48'36"W., 144.58 feet) to the POINT OF BEGINNING; 5) continue, Westerly, 133.83 feet along the arc of said curve to the left having a radius of 677.50 feet and a central angle of 11°19'06" (chord bearing N.71°35'41"W., 133.62 feet); 6) Westerly, 162.55 feet along the arc of a reverse curve to the right having a radius of 2472.50 feet and a central angle of 03°46'00" (chord bearing N.75°22'14"W., 162.52 feet) to a point of cusp, said point also being the Southeast corner of LOT 20 of said ARTISTRY, PHASE 1B-2; thence along the Easterly boundary of said LOT 20 the following three (3) courses: 1) Northeasterly, 18.77 feet along the arc of a tangent curve to the left having a radius of 12.00 feet and a central angle of 89°37'46" (chord bearing N.61°41'54"E., 16.92 feet); 2) N.16°53'01"E., a distance of 71.81 feet; 3) Northerly, 66.33 feet along the arc of a tangent curve to the left having a radius of 1037.50 feet and a central angle of 03°39'47"



(chord bearing N.15°03'07"E., 66.32 feet) to the Southeast corner of said TRACT 400 (Stormwater Management & Common Area); thence along the Southerly boundary of said TRACT 400 (Stormwater Management & Common Area) and the Westerly extension thereof, Westerly, 180.74 feet along the arc of a curve to the right having a radius of 2322.50 feet and a central angle of 04°27'32" (chord bearing N.71°31'24"W., 180.69 feet); thence Westerly, 712.61 feet along the arc of a reverse curve to the left having a radius of 827.50 feet and a central angle of 49°20'28" (chord bearing S.86°02'08"W., 690.80 feet); thence Westerly, 75.24 feet along the arc of a reverse curve to the right having a radius of 75.00 feet and a central angle of 57°28'47" (chord bearing N.89°53'43"W., 72.12 feet); thence Westerly, 151.82 feet along the arc of a reverse curve to the left having a radius of 227.50 feet and a central angle of 38°14'07" (chord bearing N.80°16'23"W., 149.02 feet); thence Northwesterly, 153.96 feet along the arc of a reverse curve to the right having a radius of 87.00 feet and a central angle of 101°23'42" (chord bearing N.48°41'36"W., 134.64 feet) to a point on the Westerly boundary of said TRACT 203 (Stormwater Management & Common Area), said point also being on the Southerly extension of the Westerly boundary of said TRACT 400B (Stormwater Management & Common Area); thence along said Westerly boundary of TRACT 203 (Stormwater Management & Common Area) and the Northerly extension thereof, a part being said Westerly boundary of TRACT 400B (Stormwater Management & Common Area), N.02°00'15"E., a distance of 729.36 feet; thence continue along said Westerly boundary of TRACT 400B (Stormwater Management & Common Area) and the Northerly extension thereof, Northerly, 169.93 feet along the arc of a tangent curve to the right having a radius of 725.00 feet and a central angle of 13°25'45" (chord bearing N.08°43'08"E., 169.54 feet); thence N.74°33'59"W., a distance of 40.00 feet to the Southeast corner of LOT 551 of said ARTISTRY, PHASE 2E; thence along the Easterly and Northerly boundary of said LOT 551, in respective order, the following two (2) courses: 1) Northerly, 30.72 feet along the arc of a non-tangent curve to the right having a radius of 765.00 feet and a central angle of 02°18'02" (chord bearing N.16°35'01"E., 30.71 feet); 2) N.72°15'58"W., a distance of 110.00 feet to the Northwest corner thereof; thence along the Easterly, Northerly and Westerly right-of-way of VIGNETTE WAY, in respective order, the following four (4) courses: 1) Northeasterly, 11.05 feet along the arc of a non-tangent curve to the right having a radius of 12.00 feet and a central angle of 52°47'00" (chord bearing N.44°07'32"E., 10.67 feet); 2) Westerly, 251.29 feet along the arc of a reverse curve to the left having a radius of 51.00 feet and a central angle of 282°18'36" (chord bearing N.70°38'16"W., 63.98 feet); 3) Southerly, 10.40 feet along the arc of a reverse curve to the right having a radius of 12.00 feet and a central angle of 49°39'48" (chord

bearing S.06°57'40"E., 10.08 feet); 4) Southerly, 1.90 feet along the arc of a reverse curve to the left having a radius of 930.00 feet and a central angle of 00°07'01" (chord bearing S.17°48'43"W., 1.90 feet) to the Northeast corner of LOT 550 of said ARTISTRY, PHASE 2E; thence along the Northerly boundary of said LOT 550 and the Westerly extension thereof, N.72°21'02"W., a distance of 150.00 feet to a point on the Easterly right-of-way of LORRAINE ROAD (formerly known as IONA ROAD); thence along said Easterly right-of-way of LORRAINE ROAD (formerly known as IONA ROAD) the following three (3) courses: 1) Northeasterly, 934.55 feet along the arc of a non-tangent curve to the right having a radius of 1080.00 feet and a central angle of 49°34'46" (chord bearing N.42°31'43"E., 905.67 feet); 2) N.67°19'07"E., a distance of 1263.66 feet; 3) Northeasterly, 120.87 feet along the arc of a tangent curve to the left having a radius of 1160.00 feet and a central angle of 05°58'12" (chord bearing N.64°20'01"E., 120.81 feet); thence departing said Easterly right-of-way LORRAINE ROAD (formerly known as IONA ROAD), S.00°16'34"W., a distance of 418.93 feet; thence N.89°43'25"W., a distance of 316.49 feet; thence S.00°16'35"W., a distance of 192.50 feet; thence N.89°43'25"W., a distance of 16.49 feet; thence S.00°16'35"W., a distance of 31.01 feet; thence S.44°43'25"E., a distance of 230.86 feet; thence Northeasterly, 43.63 feet along the arc of a non-tangent curve to the right having a radius of 53.75 feet and a central angle of 46°30'28" (chord bearing N.67°01'21"E., 42.44 feet); thence S.89°43'25"E., a distance of 145.74 feet; thence S.00°16'35"W., a distance of 209.41 feet; thence Southerly, 111.81 feet along the arc of a tangent curve to the right having a radius of 350.00 feet and a central angle of 18°18'14" (chord bearing S.09°25'42"W., 111.34 feet); thence Southerly, 419.85 feet along the arc of a reverse curve to the left having a radius of 697.53 feet and a central angle of 34°29'14" (chord bearing S.01°20'12"W., 413.54 feet); thence Southerly, 197.72 feet along the arc of a reverse curve to the right having a radius of 350.00 feet and a central angle of 32°22'00" (chord bearing S.00°16'35"W., 195.10 feet); thence Southerly, 414.33 feet along the arc of a reverse curve to the left having a radius of 697.53 feet and a central angle of 34°02'01" (chord bearing S.00°33'26"E., 408.27 feet); thence Southerly, 202.56 feet along the arc of a reverse curve to the right having a radius of 350.00 feet and a central angle of 33°09'35" (chord bearing S.00°59'39"E., 199.75 feet); thence Southwesterly, 216.64 feet along the arc of a compound curve to the right having a radius of 422.50 feet and a central angle of 29°22'43" (chord bearing S.30°16'30"W., 214.27 feet); thence S.44°57'52"W., a distance of 109.64 feet to the **POINT OF BEGINNING.**

Containing 72.519 acres, more or less.

{END OF ELEVENTH AMENDMENT DOCUMENT}