

Recording Fees: \$95.00
Documentary Stamps: \$0.00

This instrument prepared by and return to:

G. MATTHEW BROCKWAY, ESQUIRE



2033 Main Street, Suite 600

Sarasota, Florida 34237

Tel: (941) 366-8100

Fax: (941) 366-6384

Matter: 69708-115021

Portions of Sarasota County PID Nos: 0231022610; 0232070401;
0232070403; 0231022615

Cross-referencecc: Inst No. 2017004778,
Inst No. 2017154235, and
Inst No. 2018093242

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2018141052 11 PG(S)
October 25, 2018 04:02:48 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



For Recording Purposes Only

**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.**

(Adding the Phase 1B-2 Property and portions of the Phase 2E Property to the Subject Lands)

THIS 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 made as of the Effective Date hereof by **KH PALMER BLVD LLC**, a Florida limited liability, maintaining a principal office of 8875 Hidden River Parkway, Suite 150, Tampa, Florida 33637 ("**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 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*

E. **WHEREAS**, the real property that is the subject of this Third Amendment is 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*

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

G. **WHEREAS**, the Declarant intends to subject the Additional Property to the Declaration as an addition to 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 Third Amendment shall be given their normal, commonly understood definitions. Unless defined in this Third 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 Third Amendment shall be the date and time of recording of this Third Amendment in the County’s official public records.

4. **Addition of the 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 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 Third Amendment; Amendments and Termination.** All of the conditions, covenants, easements, provisions, reservations, restrictions, and all the other terms, provisions, and limitations of this Third 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, 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 Third Amendment may be mutually amended, terminated, or modified by a written instrument executed by all signatories hereto (or their successors, successors-in-interest, or assigns); provided further that no amendment, termination, or modification shall become effective prior to all signatories hereto (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 Third Amendment with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Third Amendment. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Third 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 Third Amendment, the Third 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 Third 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 Third Amendment.

9. **Binding Effect.** This Third Amendment shall be binding upon and shall inure to the benefit of all signatories, and their respective assigns, successors, and successors-in-title, with respect to the Additional Property.

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

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

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

13. **Governing Law, Jurisdiction, and Venue.** The construction, enforcement, and validity of this Third 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 Third Amendment shall be in the State Circuit Court in and for Sarasota County, Florida. Any Owner, by taking title to any portion of the Additional Property hereby agrees that neither **(a)** shall any action or suit brought in connection with this Third 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 Third Amendment by all necessary corporate, partnership, and/or company action; the individual(s) and/or entities executing this Third Amendment on behalf of such party has been authorized to execute this Third Amendment on behalf of such party; and this Third 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, have caused this Third Amendment to be executed on the Effective Date.

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{SIGNATURES COMMENCE ON FOLLOWING PAGE}

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

Signed, sealed, and delivered in the presence
of:

[Signature]
Witness

JARED LYBBER
Printed Name

[Signature]
Witness

AMANDA EVANS
Printed Name

KH PALMER BLVD LLC, a Florida limited
liability

By: [Signature]

Print Name: JAMES P. HARVEY

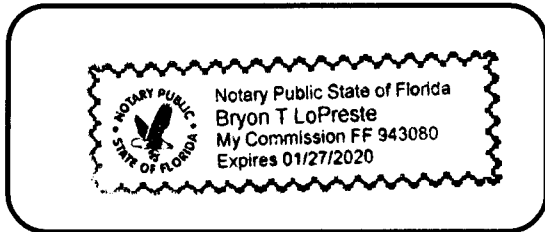
Title: VICE PRESIDENT

Date: AUGUST 17, 2018

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 17 day of AUGUST,
2018, by JAMES P. HARVEY as VICE PRESIDENT of KH PALMER BLVD LLC, on
behalf of the same. 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: 01-27-20

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{SIGNATURES CONTINUE ON FOLLOWING PAGE}

{ATTACHED TO THE THIRD 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 Additional Property, hereby joins in this Third Amendment for the sole purpose of consenting to the terms hereof.

Signed, sealed, and delivered in the presence of:

Celli Lyon
Witness

Celli Lyon
Printed Name

Joe Martinez
Witness

Joe Martinez
Printed Name

FLAGSTAR BANK, FSB, a federally chartered savings bank

By: Drew C Szilagyi

Print Name: Drew C Szilagyi

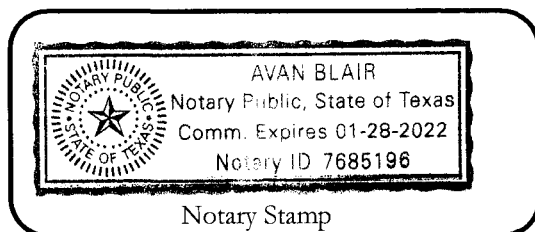
Title VP

Date: 8-24-18

STATE OF Texas

COUNTY OF Harris

The foregoing instrument was acknowledged before me this 24th day of August, 2018, by Drew Szilagyi as Vice President of Flagstar Bank, FSB, on behalf of the bank. She ☐ He ☒ is ☐ personally known to me or ☐ has produced _____ as identification and did not take an oath.



Avon Blair
Signature of Notary

Avon Blair
Print Name of Notary

My Commission Expires: 1-28-22

Exhibit A – Legal Description of the Additional Property

ARTISTRY, PHASE 1B-2

DESCRIPTION: A portion of TRACT 401 (Future Development Area), ARTISTRY, PHASE 1A, according to the plat thereof, recorded in Plat Book 50, Page 45, of the Public Records of Sarasota County, Florida; Together with a portion of Lots 4 through 7, inclusive, Block 25, and Platted Right-of-Way "A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS", according to the plat thereof, recorded in Plat Book 3, Page 53, both of the Public Records of Sarasota County, Florida, all lying in Section 27, Township 36 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Northerly most corner of ARTISAN WAY (TRACT 100, private Right-of-Way) according to said plat of ARTISTRY, PHASE 1A, said point also being on the Westerly boundary of said TRACT 401 (Future Development Area), run thence along said Westerly boundary, the following four (4) courses: 1) Southwesterly, 35.25 feet along the arc of a non-tangent curve to the left having a radius of 677.50 feet and a central angle of 02°58'52" (chord bearing S.58°10'06"W., 35.25 feet); 2) Westerly, 18.16 feet along the arc of a reverse curve to the right having a radius of 12.00 feet and a central angle of 86°42'57" (chord bearing N.79°57'51"W., 16.48 feet); 3) N.36°36'23"W., a distance of 79.73 feet; 4) Northwesterly, 60.38 feet along the arc of a tangent curve to the left having a radius of 177.50 feet and a central angle of 19°29'21" (chord bearing N.46°21'03"W., 60.09 feet) to a point on the Northerly boundary of said TRACT 401 (Future Development Area); thence along said Northerly boundary, Easterly, 495.34 feet along the arc of a non-tangent curve to the right having a radius of 827.50 feet and a central angle of 34°17'50" (chord bearing N.71°44'32"E., 487.98 feet) to the Southerly corner of TRACT 203, according to aforesaid Plat of ARTISTRY PHASE 1A; thence along the Easterly boundary of said TRACT 203, Northerly, 197.85 feet along the arc of a non-tangent curve to the left having a radius of 585.00 feet and a central angle of 19°22'39" (chord bearing N.04°15'05"W., 196.91 feet) to the Northeast corner of said TRACT 203 (Stormwater Management & Common Area); thence departing said Easterly boundary of ARTISTRY, PHASE 1A, Easterly, 269.28 feet along the arc of a non-tangent curve to the left having a radius of 759.57 feet and a central angle of 20°18'45" (chord bearing S.79°48'31"E., 267.87 feet); thence S.89°43'25"E., a distance of 258.54 feet; thence S.00°16'35"W., a distance of 26.01 feet; thence Southerly, 300.72 feet along the arc of a tangent curve to the right having a radius of 1037.50 feet and a central angle of 16°36'26" (chord bearing S.08°34'48"W., 299.67 feet); thence S.16°53'01"W., a distance of 71.81 feet; thence Southwesterly, 18.77 feet along the arc of a tangent curve to the right having a radius of 12.00 feet and a central angle of 89°37'46" (chord bearing S.61°41'54"W., 16.92 feet) to a point of cusp; thence Easterly, 162.55 feet along the arc of a reverse curve to the left having a radius of 2472.50 feet and a central angle of 03°46'00" (chord bearing S.75°22'14"E., 162.52 feet); thence Southeasterly, 278.70 feet along the arc of a non-tangent curve to the right having a radius of 677.50 feet and a central angle of 23°34'09" (chord bearing S.65°28'09"E., 276.73 feet); thence Easterly, 17.04 feet along the arc of a reverse curve to the left having a radius of 12.00 feet and a central angle of 81°21'04" (chord bearing N.85°38'23"E., 15.64 feet); thence N.44°57'52"E., a distance of 7.40 feet; thence S.45°02'08"E., a distance of 55.00 feet to a point on the Easterly boundary of aforesaid TRACT 401 (Future Development Area); thence, in part, along said Easterly boundary, S.44°57'52"W., a distance of 79.06 feet; thence N.53°41'20"W., a distance of 55.63 feet; thence Northerly, 10.45 feet along the arc of a non-tangent curve to the left having a radius of 12.00 feet and a central angle of 49°53'21" (chord bearing N.20°01'11"E., 10.12 feet); thence S.79°06'04"W., a distance of 239.56 feet to the Northeast corner of TRACT 201

(Stormwater Management & Common Area), ARTISTRY, PHASE 1A; thence along the Northerly boundary of said TRACT 201 (Stormwater Management & Common Area), the following three (3) courses: 1) Westerly, 25.03 feet along the arc of a non-tangent curve to the left having a radius of 472.50 feet and a central angle of 03°02'07" (chord bearing N.75°44'10"W., 25.03 feet); 2) Westerly, 371.97 feet along the arc of a reverse curve to the right having a radius of 2677.50 feet and a central angle of 07°57'35" (chord bearing N.73°16'26"W., 371.67 feet); 3) Westerly, 302.60 feet along the arc of a reverse curve to the left having a radius of 472.50 feet and a central angle of 36°41'36" (chord bearing N.87°38'26"W., 297.45 feet), to the Northeast corner of LOT 59, ARTISTRY, PHASE 1A; thence along the Northerly boundary of said LOT 59, N.73°50'47"W., a distance of 221.76 feet to the Northernmost corner of said LOT 59, said point also being on said Westerly boundary of TRACT 401 (Future Development Area), thence along said Westerly boundary of TRACT 401 (Future Development Area), the following three (3) courses: 1) Northeasterly, 8.58 feet along the arc of a non-tangent curve to the right having a radius of 12.00 feet and a central angle of 40°56'44" (chord bearing N.36°37'35"E., 8.39 feet); 2) Northeasterly, 27.81 feet along the arc of a compound curve to the right having a radius of 622.50 feet and a central angle of 02°33'35" (chord bearing N.58°22'44"E., 27.81 feet); 3) N.30°20'28"W., a distance of 55.00 feet to the **POINT OF BEGINNING**.

TOGETHER WITH:

ARTISTRY, PHASE 2E

DESCRIPTION: A portion of LOTS 1, 2 and 3, BLOCK 25, LOT 14, BLOCK 26 and a portion of the former WEBER ROAD (50 feet wide) right-of-way, "A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS", according to the plat thereof, recorded in Plat Book 3, Page 53; together with TRACT 403 (Future Development Area), ARTISTRY, PHASE 1A, according to the plat thereof, recorded in Plat Book 50, Page 45, both of the Public Records of Sarasota County, Florida, lying in Section 27, Township 36 South, Range 19 East, Sarasota County, Florida, and being more particularly described as follows:

BEGIN at the Southwest corner of said TRACT 403 (Future Development Area), said point also being on the Easterly boundary of TRACT 302 (Common Area) of said ARTISTRY, PHASE 1A, run thence along said Easterly boundary the following four (4) courses: 1) N.02°00'15"E., a distance of 75.19 feet; 2) N.87°59'45"W., a distance of 16.00 feet; 3) N.02°00'15"E., a distance of 244.50 feet; 4) Northerly, 422.51 feet along the arc of a tangent curve to the right having a radius of 1056.00 feet and a central angle of 22°55'28" (chord bearing N.13°27'59"E., 419.70 feet); thence departing said Easterly boundary, Easterly, 348.43 feet along the arc of a non-tangent curve to the right having a radius of 168.00 feet and a central angle of 118°49'48" (chord bearing S.73°36'07"E., 289.25 feet); thence S.72°15'58"E., a distance of 156.47 feet; thence Southerly, 63.08 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 120°28'21" (chord bearing S.12°01'47"E., 52.08 feet); thence S.48°12'23"W., a distance of 85.52 feet; thence Southeasterly, 212.75 feet along the arc of a non-tangent curve to the left having a radius of 60.00 feet and a central angle of 203°09'41" (chord bearing S.21°35'10"E., 117.56 feet); thence S.41°47'37"E., a distance of 86.63 feet; thence S.48°12'23"W., a distance of 145.00 feet; thence S.41°47'37"E., a distance of 92.00 feet; thence Southerly, 194.79 feet along the arc of a non-tangent curve to the left having a radius of 335.08 feet and a central angle of 33°18'27" (chord bearing S.06°25'29"E., 192.06 feet) to the Northwest of TRACT 402 (Future Development Area) of said ARTISTRY, PHASE 1A, said point also being on the Northerly boundary of said ARTISTRY,

PHASE 1A; thence along said Northerly boundary the following four (4) courses: 1) S.84°55'33"W., a distance of 194.51 feet; 2) Northerly, 103.56 feet along the arc of a non-tangent curve to the right having a radius of 840.00 feet and a central angle of 07°03'50" (chord bearing N.01°32'32"W., 103.50 feet); 3) N.02°00'15"E., a distance of 15.89 feet; 4) N.87°59'45"W., a distance of 68.83 feet to the Northeast corner of aforesaid TRACT 403 (Future Development Area); thence along the Easterly and Southerly boundary, respectively, of said TRACT 403 (Future Development Area) the following four (4) courses: 1) S.02°00'15"W., a distance of 4.38 feet; 2) N.87°59'45"W., a distance of 165.00 feet; 3) S.02°00'15"W., a distance of 70.81 feet; 4) N.87°59'45"W., a distance of 110.00 feet to the **POINT OF BEGINNING**.

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{EXHIBIT A CONTINUED ON FOLLOWING PAGE}

{CONTINUATION OF EXHIBIT A}

LESS, EXCEPTING, AND EXCLUDING ANY PORTION OF THE FOLLOWING:

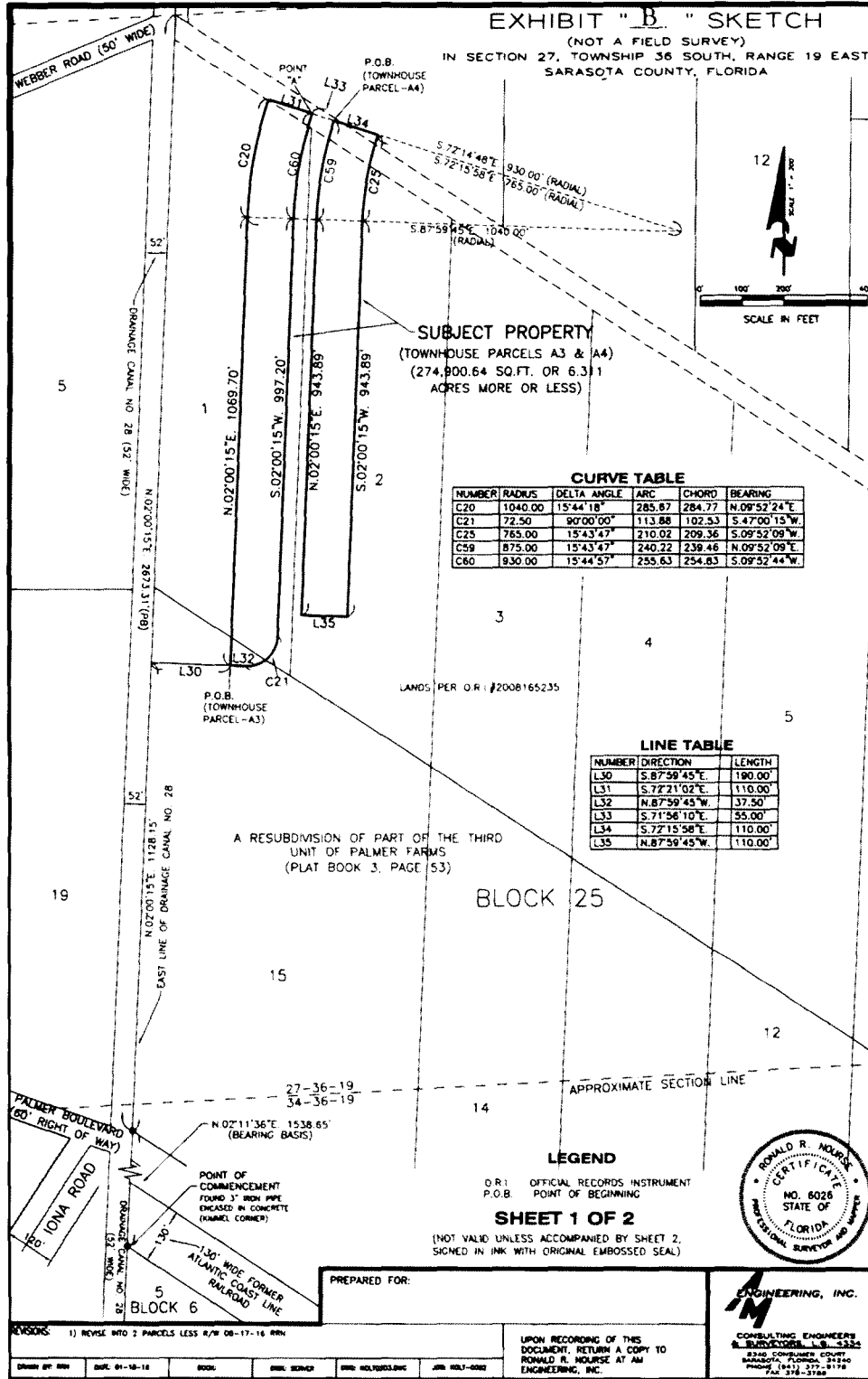


EXHIBIT "B" DESCRIPTION

(NOT A FIELD SURVEY)

IN SECTION 27, TOWNSHIP 36 SOUTH, RANGE 19 EAST
SARASOTA COUNTY, FLORIDA

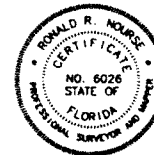
SHEET 2 OF 2

LEGAL DESCRIPTION (TOWNHOUSE PARCELS A3 & A4)

THAT PART OF SECTION 27, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCE AT A 3" IRON PIPE ENCASED IN CONCRETE LYING AT THE NORTHWEST CORNER OF LOT 5, BLOCK 6, A RESUBDIVISION OF PART OF THE THIRD UNIT OF PALMER FARMS, AS RECORDED IN PLAT BOOK 3, PAGE 53, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, ALSO BEING THE INTERSECTION OF THE SOUTHERLY LINE OF THE ATLANTIC COAST LINE RAILROAD RIGHT OF WAY (130' WIDE) WITH THE EASTERLY LINE OF CANAL NO. 28, AS SHOWN ON SAID PLAT; THENCE ALONG THE SAID EASTERLY LINE OF CANAL NO. 28, N.02°11'36"E., 1538.65 FEET TO A 1-1/2" CAPPED IRON PIPE (2' BELOW GRADE); THENCE CONTINUE ALONG LAST SAID EASTERLY LINE, N.02°00'15"E., 1128.15 FEET; THENCE LEAVING LAST SAID EAST LINE, S.87°59'45"E., 190.00 FEET TO THE POINT OF BEGINNING OF TOWNHOUSE PARCEL A3; THENCE N.02°00'15"E., 1069.70 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 1040.00 FEET AND DELTA ANGLE OF 15°44'18", WHOSE CHORD BEARS N.09°52'24"E.; THENCE ALONG LAST SAID CURVE, NORTHERLY AND IN A CLOCKWISE DIRECTION, 285.67 FEET; THENCE LEAVING SAID CURVE, S.72°21'02"E., 110.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A", LAST SAID POINT ALSO LYING ON A CURVE CONCAVE TO THE EAST WHOSE RADIUS LIES S.72°14'48"E. 930.00 FEET FROM LAST SAID POINT, HAVING A DELTA ANGLE OF 15°44'57" AND WHOSE CHORD BEARS S.09°52'44"W.; THENCE ALONG LAST SAID CURVE, SOUTHERLY AND IN A COUNTER CLOCKWISE DIRECTION, 255.63 FEET; THENCE TANGENT TO LAST SAID CURVE, S.02°00'15"W., 997.20 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 72.50 FEET AND A DELTA ANGLE OF 90°00'00", WHOSE CHORD BEARS S.47°00'15"W.; THENCE ALONG LAST SAID CURVE, SOUTHWESTERLY AND IN A CLOCKWISE DIRECTION, 113.88 FEET; THENCE N.87°59'45"W., 37.50 FEET TO THE POINT OF BEGINNING; THENCE RETURN TO AFORESAID POINT "A"; THENCE S.71°56'10"E., 55.00 FEET TO THE POINT OF BEGINNING OF TOWNHOUSE PARCEL A4; THENCE S.72°15'58"E., 110.00 FEET TO A POINT LYING ON A CURVE CONCAVE TO THE EAST, WHOSE RADIUS LIES S.72°15'58"E., 785.00 FEET FROM LAST SAID POINT, HAVING A DELTA ANGLE OF 15°43'47" AND WHOSE CHORD BEARS S.09°52'09"W.; THENCE ALONG LAST SAID CURVE, SOUTHERLY AND IN A COUNTER CLOCKWISE DIRECTION, 210.02 FEET; THENCE TANGENT TO LAST SAID CURVE, S.02°00'15"W., 943.89 FEET; THENCE N.87°59'45"W., 110.00 FEET; THENCE N.02°00'15"E., 943.89 FEET TO THE BEGINNING OF A TANGENTIAL CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 875.00 FEET AND A DELTA ANGLE OF 15°43'47", WHOSE CHORD BEARS N.09°52'09"E.; THENCE ALONG LAST SAID CURVE, NORTHERLY AND IN A CLOCKWISE DIRECTION, 240.22 FEET TO THE LAST SAID POINT OF BEGINNING; THE ABOVE DESCRIBED PARCELS CONTAIN 274,900.64 SQUARE FEET OR 6.311 ACRES, MORE OR LESS.

BY: RONALD R. NOURSE, P.E., FLORIDA CERTIFICATE NO. 6026, DATE
LICENSURE AND REGISTERED PROFESSIONAL SURVEYOR AND MAPPER
(NOT VALID UNLESS ACCOMPANIED BY SHEET 1 AND
SIGNED IN INK WITH ORIGINAL EMBOSSED SEAL)



PREPARED FOR:

REVISIONS: 1) REVISE INTO 2 PARCELS LESS R/W 08-17-18 RPN

DRAWN BY: RPN DATE: 01-10-18 SCALE: 1"=40' SHEET NUMBER: 0102 HOLTER/BLAND AND HOLY-ONE

UPON RECORDING OF THIS DOCUMENT, RETURN A COPY TO RONALD R. NOURSE AT AM ENGINEERING, INC.

AM ENGINEERING, INC.
CONSULTING ENGINEERS
& SURVEYORS L.S. 4334
3840 CHAMBERLAIN COURT
SARASOTA, FLORIDA 34230
PHONE: (941) 571-5175
FAX: 274-3766

{END OF THIRD AMENDMENT DOCUMENT}