

**TENTH AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE HUNTER' S RIDGE SUBDIVISION
VOLUSIA COUNTY/FLAGLER COUNTY, FLORIDA, ET AL.,**

WHEREAS, Hunter's Ridge Residential Golf Properties, Inc., a Florida corporation, Hunter's Ridge Golf Company, Inc., a Florida corporation, and Hunter's Ridge Timber Company, Inc., a Florida corporation, as tenants in common (hereinafter collectively referred to as "Hunter's Ridge Corporations,") are the current Developer of the Hunter's Ridge Subdivision;

WHEREAS, the Hunter's Ridge Corporations are the predecessor developer of Georgia-Pacific Investment Company, an Oregon corporation, and the Original Developer of the Subdivision, the FLA-GA Venture Group, a Florida general partnership (hereinafter the foregoing developers are inclusively and collectively referred to as the "Developer").

WHEREAS, on the 24th day of April, 1990 the Developer recorded the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County/Flagler County, Florida et al. at Official Records Book 3457, Pages 1623-1676, Public Records of Volusia County, Florida; recorded the first Amendment to said Declaration at Official Records Book 3600, Pages 1212-1217, Public Records of Volusia County, Florida; recorded the Second Amendment to said Declaration at Official Records Book 3710,, Pages 3559-3561, Public Records of Volusia County, Florida; recorded the Third Amendment to said Declaration at Official Records Book 3771, Pages 3128-3132, Public Records of Volusia County, Florida; recorded the Fourth Amendment to said Declaration at Official Records Book 4031, Pages 1727-1733, Public Records of Volusia County, Florida; recorded the Fifth Amendment to said Declaration at Official Records Book 4067, Pages 2967-2969, Public Records of Volusia County, Florida; recorded the Sixth Amendment to said Declaration at Official Records Book 4160, Page 4276, Public Records of Volusia County, Florida; recorded the Seventh Amendment to said Declaration at Official Records Book 4286, Page 4436, Public Records of Volusia County, Florida; recorded the Eight Amendment to said Declaration at Official Records Book 4551, Page 1550, Public Records of Volusia County; Florida; recorded the Ninth Amendment to said Declaration at Official Records Book 5099, Page 3685, Public Records of Volusia County, Florida.

WHEREAS, pursuant to Article V, Section 5.1 of said Declaration, the Developer has the right to amend, modify or rescind such parts of the Declaration as it, in its sole discretion, deems necessary or desirable as long as such amendment, modification or rescission does not substantially change the character, nature or general scheme of development of the Subdivision; and

WHEREAS, the Developer has determined it is desirable to amend and modify portions of said Declaration of Covenants and Restrictions in a manner which does not substantially change the character, nature or general scheme of development of the Subdivision as provided herein below:

1. The first sentence of Section 2.7 of Article II of the Declarations of Covenants and Restrictions is hereby deleted and replaced with the following sentence:

2.7. Owner Maintenance. All owners shall keep landscaped portions of their grounds and that portion of the Common Areas or Lots lying between a fence line and the abutting Lot line or lying between the curb of a street within the Subdivision and the lot line, well maintained, free of disease, bugs and in a presentable condition, and shall not permit thereon any unsightly growth, weeds, or underbrush.
2. The first sentence of Section 2.21, Article II of the Declarations of Covenants and Restrictions is hereby deleted and replaced with the following sentence:

2.21 Common Area Management and Ownership. Except as provided in Sections 2.7 and 2.8, and except where operation, maintenance and management is more appropriately vested in a Neighborhood Association, the Owner's Association shall operate, maintain and manage all Common Areas, all islands located in streets, all private roads and all road rights-of-ways, which are not maintained by the City of Ormond Beach or the County of Flagler, whether or not such Common Areas, islands or road rights-of-ways are shown in the plat of the Subdivision.
3. Exhibit "A" to the Declaration of Covenants and restrictions for the Hunter's Ridge Subdivision, as amended by prior amendments to the said Declaration of Covenants and Restrictions, is again amended by adding the legal description of Briargate, Unit I, Phase 1 of Hunter's Ridge Subdivision as recorded in Map Book 50, Pages 119 through 120 Public Records of Volusia County, Florida; and Briargate, Unit I, Phase 2 of Hunter's Ridge Subdivision as recorded in Map Book 50, Pages 121 through 122 Public Records of Volusia County, Florida said legal descriptions being attached hereto as Exhibits "A" and "B" and incorporated herein ("Briargate, Unit I Phase 1 and Briargate, Unit I, Phase 2").
4. No residential dwelling unit having less than 1500 square feet of living area shall be constructed in Briargate Unit I, Phase 1 and Briargate Unit I, Phase 2 of Hunter's Ridge Subdivision.
5. Article II is hereby amended by adding to Section 2.1 the following language immediately after that language which was previously added to Section 2.1 by the Eighth Amendment to Declaration and Restrictions:

"Notwithstanding any of the minimum square footage requirements for a residential dwelling unit described above, no residential dwelling unit having less than 1500 square feet of enclosed living area for residential dwelling units and 400 square feet of enclosed area for garages shall be constructed in Briargate, Unit I, Phase 1, and Briargate Unit I, Phase 2 of

Hunter's Ridge Subdivision. No garage door less than sixteen (16') feet in width shall be constructed in Briargate, Unit I, Phase 1, and Briargate Unit I, Phase 2 of Hunter's Ridge Subdivision; provided however two (2) nine foot (9') wide doors shall be permitted in lieu of one (1) sixteen (16') foot wide garage door. This change in the minimum square footage requirements for enclosed living area for residential dwelling units, enclosed area for garages and minimum garage door widths shall only apply to lots in Briargate, Unit I, Phase 1, and Briargate, Unit I, Phase 2 of Hunter's Ridge Subdivision."

6. Article VII is amended by adding the below quoted text as subsection (j) immediately preceding the last paragraph of Section 7.5, as amended:

(j) There shall be set aside a permanent vegetative natural buffer ("Buffer") 15 feet in width, over that portion of the property shown on the plat recorded in Map Book 50, Page 119-120 Public Records of Volusia County, Florida (Briargate, Unit I, Phase 1); and the plat recorded in Map Book 50, Page 121-122 Public Records of Volusia County, Florida (Briargate, Unit I, Phase 2) as vegetative natural buffer/conservation easement. These Buffers extend across and over lot numbers 1, 6, 9 through 15 and 30 through 42 in Briargate, Unit I, Phase 1, and lots 1 through 19, in Briargate, Unit 1, Phase 2 and as shown in common areas on the plats thereof. These buffers are part of the surface water management system permitted by the St. Johns River Water Management District ("SJRWMD"). The purpose of these buffers is to retain and treat stormwater prior to drainage offsite. The following activities are prohibited within this Buffer: filling or excavation, planting, sodding or removing vegetation, irrigation, or construction of fences, which impede the flow of surface water. No Alteration of the Buffer shall be permitted or authorized without prior written authorization from the SJRWMD. Any damage to any Buffer whether caused by natural or human induced phenomena, shall be repaired and the Buffer returned to its former condition as soon as possible by the owner(s) of the Lot(s) upon which the Buffer is located.

Quest Design Group, LLC ("Owner"), the owner of Briargate, Unit I, Phase 1, and Briargate, Unit I Phase 2, shall install signs, mounted on concrete pillars or pressure-treated wood posts at the boundary of the Buffer and each Lot stating the following: "Vegetated Natural Buffer Area. No dumping, land-clearing, or other disturbance to native soils or vegetation permitted beyond this point. Call the St. Johns River Water Management District for further information regarding this habitat." The Owner shall maintain the Buffer and the signs in a manner consistent with St. Johns River Water Management District requirements."

7. Article IV, Section 4.3 is hereby amended by adding the following paragraphs:

Assessments on each lot shall not be due on the lots within Briargate, Unit I, Phase 1 and Briargate Unit I, Phase 2, of the Subdivision of Hunter's Ridge Subdivision until the earlier of:

- (a) One year from the date of Certificate of Occupancy by the City of Ormond Beach, of each Phase of internal development of Briargate, Unit I, Phase 1, and Briargate, Unit I, Phase 2, including without limitation, roads, drainage, electrical, telephone, cable television, sewer and water services, sidewalks, street and traffic control signs and landscaping common areas by the City of Ormond Beach; or
- (b) Upon the transfer of any of the Lots or any residential dwelling(s) within Briargate, Unit I, Phase 1 and Briargate, Unit I, Phase 2, by Quest Design Group, LLC or a General Contractor to a third party.

At the time the assessments are made against the lot or dwelling unit as stated hereinabove in paragraph (a) or (b), the owner of any such lot or dwelling unit shall immediately become a member of the Association and entitled to vote in accordance with the terms and conditions set forth in the Hunter's Ridge Covenants and Restrictions.

Until such time as assessments are made against the lot or dwelling unit as stated hereinabove in paragraph (a) or (b), the Owner of Briargate, Unit I, Phase 1, and Briargate, Unit I, Phase 2, Quest Design Group, LLC ("Owner") shall be solely responsible for the following: installation and maintenance of any and all trees, shrubbery, plants, and flowers; install and maintain the entry signage in good repair and clean condition; install and maintain any and all landscaping including but not limited to, sprinkler systems, mowing, weeding, and trimming of all common areas; construction and maintenance of all road easements including the front six feet (6') of each lot and drainage swales or systems; and monitoring and maintaining any and all wetlands and ponds. The Association shall have no obligation to maintain any portion of the property in Briargate, Unit I, Phase 1, and Briargate, Unit I, Phase 2, of the Hunter's Ridge Subdivision, until such time as the assessments are made and collected as provided hereunder.

If, in the sole opinion of the Developer, the property within Briargate, Unit I, Phase 1, and Briargate, Unit I, Phase 2, is not maintained as set forth above, in accordance with the standards for the Subdivision, then the Owners Association may undertake whatever landscaping work or such other work as is needed to meet the standards of the Subdivision. The Owners Association shall have a lien against Briargate, Unit I, Phase 2, and Briargate, Unit I, Phase 2, or that portion owned by the Owners for the full costs and expense of such work. Such lien shall be perfected and enforced in the same manner as any of the Owners Association's other liens.

8. Except as specifically amended hereinabove or in the first nine amendments to Declaration of Covenants and Restrictions referenced above, the Declaration of Covenants and Restrictions for the Hunter's Ridge Subdivision, Volusia County, Flagler County, Florida, et al, are unchanged and remain in full force and effect. In the event of a conflict between any provision of this Tenth Amendment and any provision of the first nine amendments, the provisions of this Tenth Amendment shall prevail.

Developer:

**Hunter's Ridge Residential Golf Properties, Inc.,
a Florida corporation**

By: Its President. [Signature]
Date: 23 July 03

**Hunter's Ridge Golf Company, Inc.,
a Florida corporation**

By: Its President. [Signature]
Date: 23 July 03

**Hunter's Ridge Timber Company, Inc.,
a Florida corporation**

By: Its President. [Signature]
Date: 23 July 03

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

I HEREBY CERTIFY THAT I am an Officer duly authorized in the State and County aforesaid to take acknowledgments and that on this day personally appeared before me ALLAN FEKER, as President of the Hunter's Ridge Corporations, well known to me to be the _____ of Hunter's Ridge Subdivision, and that he executed the above-referenced documents freely and voluntarily under authority duly vested in him by said corporation.

WITNESS MY HAND AND OFFICIAL SEAL in the County and State aforesaid this _____ day of _____, 2003.

Notary Public
State of Florida-At-Large
My Commission Expires:

This Instrument Prepared By:
Kim C. Booker, Attorney at Law
Booker & Associates, P.A.
170 Bloxham Avenue
Orange City, Florida 32763
Telephone (386) 774-6552

SEE ATTACHED CERTIFICATE
DATE 7/23 NOTARY INITIALS DB

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Orange

SS.

On 7/23/03

Date

before me, Dawn Burnham

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

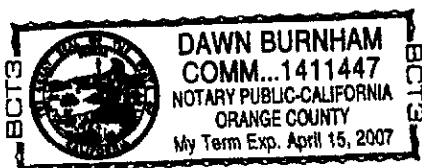
personally appeared

Allan Feker

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dawn Burnham

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Tenth Amendment

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer

Signer's Name:

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

BRIARGATE, UNIT 1, PHASE 1:

A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LYING SOUTHERLY OF AIRPORT ROAD (A 100 FOOT RIGHT OF WAY), VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 01 DEGREES 47 MINUTES 33 SECONDS WEST, ALONG THE WEST LINE OF SAID SECTION 23, 1706.59 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 47 MINUTES 11 SECONDS WEST, ALONG SAID WEST LINE, 1820.48 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAID AIRPORT ROAD; THENCE SOUTH 57 DEGREES 37 MINUTES 02 SECONDS EAST, ALONG SAID SOUTHERLY LINE, 282.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1725.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 14 MINUTES 43 SECONDS; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 188.03 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 60 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 187.93 FEET TO THE END OF SAID CURVE; THENCE SOUTH 63 DEGREES 51 MINUTES 45 SECONDS EAST, CONTINUING ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, 954.27 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 800.00 FEET AND A CENTRAL ANGLE OF 27 DEGREES 45 MINUTES 15 SECONDS; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 387.52 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 77 DEGREES 44 MINUTES 23 SECONDS EAST, A DISTANCE OF 383.74 FEET TO THE END OF SAID CURVE; THENCE NORTH 88 DEGREES 23 MINUTES 00 SECONDS EAST, CONTINUING ALONG THE SAID SOUTHERLY RIGHT OF WAY LINE, 239.24 FEET; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 01 DEGREE 37 MINUTES 00 SECONDS EAST, 182.00 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 00 SECONDS EAST, 41.39 FEET; THENCE SOUTH 01 DEGREE 37 MINUTES 00 SECONDS EAST, 817.72 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, 465.31 FEET TO A POINT ON A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 117.81 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 47 DEGREES 31 MINUTES 20 SECONDS WEST, A DISTANCE OF 106.07 FEET TO THE END OF SAID CURVE; THENCE SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, 20.62 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 45 DEGREES 18 MINUTES 24 SECONDS; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 19.77 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 69 DEGREES 52 MINUTES 08 SECONDS WEST, A DISTANCE OF 19.26 FEET TO THE END OF SAID CURVE; THENCE NORTH 47 DEGREES 12 MINUTES 56 SECONDS WEST A DISTANCE OF 8.05 FEET; THENCE NORTH 35 DEGREES 06 MINUTES 51 SECONDS EAST, 112.15 FEET; THENCE NORTH 02 DEGREES 17 MINUTES 14 SECONDS EAST, 217.85 FEET; THENCE NORTH 00 DEGREES 17 MINUTES 06 SECONDS EAST, 285.08 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 22 SECONDS WEST, 194.74 FEET; THENCE SOUTH 01 DEGREES 05 MINUTES 38 SECONDS EAST, 42.26 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 22 SECONDS WEST, 191.24 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 245.00 FEET AND A CENTRAL ANGLE OF 22 DEGREES 31 MINUTES 29 SECONDS; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 96.32 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 77 DEGREES 38 MINUTES 37 SECONDS WEST, A DISTANCE OF 95.70 FEET TO THE END OF SAID CURVE; THENCE SOUTH 66 DEGREES 22 MINUTES 53 SECONDS WEST, 111.10 FEET; THENCE NORTH 19 DEGREES 50 MINUTES 32 SECONDS WEST, 34.99 FEET; THENCE SOUTH 70 DEGREES 09 MINUTES 28 SECONDS WEST, 130.00 FEET; THENCE SOUTH 18 DEGREES 57 MINUTES 56 SECONDS EAST, 75.01 FEET; THENCE SOUTH 22 DEGREES 21 MINUTES 43 SECONDS EAST, 75.82 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 51 SECONDS EAST, 61.46 FEET; THENCE SOUTH 01 DEGREES 22 MINUTES 38 SECONDS WEST, 52.84 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 19 SECONDS WEST, 33.53 FEET; THENCE SOUTH 19 DEGREES 05 MINUTES 31 SECONDS WEST 56.34 FEET TO A POINT ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 143 DEGREES 33 MINUTES 29 SECONDS; THENCE WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 125.28 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS SOUTH 52 DEGREES 38 MINUTES 45 SECONDS WEST, A DISTANCE OF 94.99 FEET TO THE END OF SAID CURVE; THENCE SOUTH 47 DEGREES 03 MINUTES 13 SECONDS WEST, 129.83 FEET; THENCE SOUTH 50 DEGREES 01 MINUTE 42 SECONDS EAST, 128.04 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 20 SECONDS EAST, 20.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 40 SECONDS WEST, 631.43 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

BRIARGATE, UNIT 1, PHASE 2

LEGAL DESCRIPTION:

A PORTION OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST, LOCATED IN THE CITY OF ORMOND BEACH, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;
POINT OF REFERENCE BEING THE SOUTHWEST CORNER OF SECTION 23, TOWNSHIP 14 SOUTH, RANGE 31 EAST MARKED WITH A 4" X 4" COQUINA MONUMENT; THENCE NORTH 01°47'33" WEST A DISTANCE OF 1706.59 FEET ALONG THE WESTERLY LINE OF SECTION 23 TO THE SOUTH LINE OF BRIARGATE, UNIT 1, PHASE 1, OF HUNTERS RIDGE SUBDIVISION; THENCE NORTH 87°28'40" EAST A DISTANCE OF 631.43 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 02°31'20" WEST A DISTANCE OF 20.00 FEET; THENCE NORTH 50°01'42" WEST A DISTANCE OF 128.04 FEET; THENCE NORTH 47°03'13" EAST A DISTANCE OF 129.83 FEET; TO A POINT OF CURVATURE ON A NON TANGENT CURVE, THENCE 125.29 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHEASTERLY), HAVING A CENTRAL ANGLE OF 143°34'25", A RADIUS OF 50.00 FEET; A CHORD BEARING OF NORTH 52°38'45" EAST AND A CHORD DISTANCE OF 94.99 FEET TO A POINT; THENCE NORTH 19°05'31" EAST A DISTANCE OF 56.34 FEET; THENCE NORTH 15°05'19" EAST A DISTANCE OF 33.53 FEET; THENCE NORTH 01°22'38" EAST A DISTANCE OF 52.84 FEET; THENCE NORTH 17°52'51" WEST A DISTANCE OF 61.46 FEET; THENCE NORTH 22°21'43" WEST A DISTANCE OF 75.82 FEET; THENCE NORTH 18°57'56" WEST A DISTANCE OF 75.01 FEET; THENCE NORTH 70°09'28" EAST A DISTANCE OF 130.00 FEET; THENCE SOUTH 19°50'32" EAST A DISTANCE OF 34.99 FEET; THENCE NORTH 66°22'53" EAST A DISTANCE OF 111.10 FEET; TO A POINT OF CURVATURE, THENCE 96.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHERLY), HAVING A CENTRAL ANGLE OF 022°31'29", A RADIUS OF 245.00 FEET; A CHORD BEARING OF NORTH 77°38'37" EAST AND A CHORD DISTANCE OF 95.70 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°54'22" EAST A DISTANCE OF 191.24 FEET; THENCE NORTH 01°05'38" WEST A DISTANCE OF 42.26 FEET; THENCE NORTH 88°54'22" EAST A DISTANCE OF 194.74 FEET; THENCE SOUTH 00°17'06" WEST A DISTANCE OF 285.08 FEET; THENCE SOUTH 02°17'14" WEST A DISTANCE OF 217.85 FEET; THENCE SOUTH 35°06'51" WEST A DISTANCE OF 112.15 FEET; THENCE SOUTH 47°12'56" EAST A DISTANCE OF 8.05 FEET; TO A POINT OF CURVATURE, THENCE 19.77 FEET ALONG THE ARC OF A CURVE TO THE LEFT, (CONCAVE NORTHERLY), HAVING A CENTRAL ANGLE OF 045°18'24", A RADIUS OF 25.00 FEET; A CHORD BEARING OF SOUTH 69°52'08" EAST AND A CHORD DISTANCE OF 19.26 FEET TO A POINT OF TANGENCY; THENCE NORTH 87°28'40" EAST A DISTANCE OF 20.62 FEET; TO A POINT OF CURVATURE, THENCE 117.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, (CONCAVE SOUTHWESTERLY), HAVING A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 75.00 FEET, A CHORD BEARING OF SOUTH 47°31'20" EAST AND A CHORD DISTANCE OF 106.07 FEET TO A POINT ON THE NORTHERLY LINE OF BREAKAWAY TRAILS, PHASE 3, UNIT 3A, AS RECORDED IN MAP BOOK 45 PAGES 94-96, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 87°28'40" WEST ALONG AFORESAID LINE A DISTANCE OF 791.37 FEET TO THE POINT OF BEGINNING.
CONTAINING 10.39 ACRES MORE OR LESS.