

INSTR # 2005149866
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CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK C DuVal

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NOTICE PURSUANT TO CHAPTER 712 FLORIDA STATUTES

WHEREAS, U.S. HOME CORPORATION, a Delaware corporation was the owner in fee simple of Carrollwood Village Phase II Homeowners Association, Inc. (the "Association") has taken action to ensure that the Master Declaration of Covenants, Conditions and Restrictions for Carrollwood Village, Phase II, recorded in Official Records Book 3514 at Page 1947, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village I, recorded in Official Records Book 3342 at Page 293, the Declaration of Restrictive Covenants, Conditions, Easements and Servitudes for Carrollwood Village, Phase II, Village II, recorded in Official Records Book 3428 at Page 1969, the Declaration of Restrictions and Easements for Carrollwood Village, Phase II, Village III, recorded in Official Records Book 3385 at Page 267, the Declaration of Restrictions for Carrollwood Village, Phase II, Village IV, recorded in Official Records Book 3739 at Page 427, the Declaration of Restrictions for Carrollwood Village, Phase II, Village V, recorded in Official Records Book 3582 at Page 193, the Declaration of Covenants, Conditions and Restriction for Carrollwood Village, Phase II, Village VI, Unit I, recorded in Official Records Book 3689 at Page 293 and the Supplement to Declaration of Covenants, Conditions and Restrictions for Carrollwood Village Phase II, Village VI, Unit II, recorded in Official Records Book 4241 at Page 1065, all of the Public Records of Hillsborough County, Florida, as may be amended from time to time, (hereinafter collectively referred to as the "Restrictions") currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the

notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Hillsborough County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association; and

WHEREAS, Chapter 712, Florida Statutes provides for recording of a notice in order to avoid the effects of the Marketable Record Title Act on the Restrictions; and

WHEREAS, Section 712.06, Florida Statutes prescribes the exact requirements of the contents of the notice required thereunder; and

WHEREAS, CARROLLWOOD VILLAGE PHASE II HOMEOWNERS ASSOCIATION, INC. ("Association") is a Florida corporation not for profit, and has the right to enforce the restrictions referred to above as set forth in the Restrictions referred to above and Chapter 720, Florida Statutes; and

WHEREAS, a meeting of the Board of Directors was held as required by Section 712.05, Florida Statutes on December 14, 2005 at which time more than 2/3 of the Board of Directors voted to approve extension of the Restrictions:

NOW THEREFORE, Elwin Saviet, President of Carrollwood Village Phase II Homeowners Association, Inc., upon being duly sworn states as follows:

In accordance with the requirements of Section 712.06(1), Florida Statutes, the following subparagraphs are hereby set forth.

a. The name of the claimant desiring to preserve the Covenants is Carrollwood Village Phase II Homeowners Association, Inc. and the Post Office address used by the corporation is 4131 Gunn Highway, Tampa, Florida 33618.

b. The name and Post Office address of the person in whose name the property encumbered by the Covenants is assessed on the last completed tax assessment role of the county at the time of filing is set forth in subparagraph (a)

c. Certain lands were originally encumbered by the Restrictions referenced above. In addition, certain other lands were made subject to the Restrictions by later amendments, culminating in encumbering the property described herein above:

d. The claim is based on the Restrictions recorded in the Public Records of Hillsborough County, Florida as set forth hereinabove. To the extent that a later amendment amended, added to, or deleted a provision of a previous Declaration or amendment, this notice is only intended to preserve and protect the provisions as amended, added to, or deleted; and is not intended to revive provisions which were amended or deleted by later amendments, except to the extent that a court may find that an amendment was ineffective to alter the previous provisions.

e. This notice shall be acknowledged in the same manner as deeds are acknowledged for record.

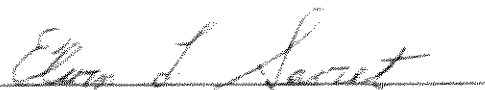
IN WITNESS WHEREOF, the undersigned hereby executes this Assignment for the purposes stated herein above.

CARROLLWOOD VILLAGE PHASE II
HOMEOWNERS ASSOCIATION, INC.

WITNESSES:


Signature of Witness #1

JAMES R CROUSE
Printed Name of Witness #1

By: 
Elwin Saviet, President


Signature of Witness #2

Marc Tindell DHP
Printed Name of Witness #2

Attest: 
Holly Minor, Secretary

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STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 29th day of MARCH, 2005 by Elwin Saviet and Holly Minor, to me known to be the President and Secretary of Carrollwood Village Phase II Homeowners Association, Inc., on behalf of the corporation. They are personally known to me or have produced _____ and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



DANIEL F. RUSKIEWICZ
MY COMMISSION # DD 284244
EXPIRES: February 19, 2008
Bonded Thru Budget Notary Services

Daniel F Ruskiewicz
NOTARY PUBLIC

DANIEL F. RUSKIEWICZ
Printed Name of Notary Public

My Commission Expires: FEBRUARY 19, 2008

DECLARATION OF RESTRICTIONS AND EASEMENTS FOR
CARROLLWOOD VILLAGE, PHASE II, VILLAGE III

Carrollwood Properties, Inc., a Florida corporation ("Developer"), as owner of certain real property in Hillsborough County, Florida, being developed for residential purposes, a portion of which property is described in Exhibit "A" (the "Land") attached hereto and made a part hereof, hereby files this Declaration of Restrictions and Easements which shall run with the Land and be conditions of use and occupancy. This Declaration is filed pursuant to a general plan of development applicable with uniformity to the Land, for the purpose of enabling the establishment and maintenance of an exclusive residential area of the highest quality for the maximum benefit and enjoyment of its residents. Developer has also filed a Master Declaration of Restrictive Covenants, as to the Land and other property, for the purpose of establishing the Carrollwood Village Phase II Homeowners Association (the "Association"). Developer, for itself, its successors and assigns, hereby declares the restrictions herein contained to be applicable to all lots presently and hereafter shown on any plat within the boundaries of the Land. The provisions of this Declaration shall remain in force for thirty (30) years from the filing date hereof. It shall also remain in force for ten (10) years thereafter, unless owners of two-thirds of the lots affected hereby file, at any time after the expiration of thirty (30) years from the date hereof, a notice of termination of these restrictions and easements.

1. Definitions.

The word "lot" as used herein shall refer to any lot reflected on any plat. The word "plat" herein used shall mean any recorded subdivision plat or plats of the Land or any part thereof. The word "project" shall mean the Land and all improvements now located thereon or which may at any time hereafter be constructed thereon.

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2. Review of Plans and Specification by Review Committee.

(a) For the purpose of further insuring the development of the Land as a residential area of highest quality, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides, there shall be an Architectural Review Committee (the "Review Committee"). The Review Committee shall be composed of three (3) persons to be appointed from time to time by the Developer. The Review Committee shall review plans and specifications for any and all improvements upon any portion of the Land. When one hundred percent (100%) of the lots in the Project have homes completed thereon and are occupied, the Board of Directors of the Association shall designate, by resolution, from among the then current lot owners of record within the Project, three (3) persons who shall thereafter, until their successors are similarly appointed, constitute the Review Committee. The Review Committee shall thereafter function as set forth herein, as part of the Association.

(b) The Review Committee is hereby granted the exclusive authority and discretion, which shall not be abused, or exercised in arbitrary fashion, to approve or disapprove the design (including materials), location, construction, color, and size of all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein.

(c) No residence or other building and no building and no fence, hedge, street mailbox, wall, utility area, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications

respecting same have been submitted to and approved in writing by the Review Committee. Said plans and specifications shall show the nature, shape, height, size, materials, floor plans, exterior color schemes, location and orientation of the proposed improvements and shall show the lot square footage, construction schedule, front, side and rear elevations, and such other information as the Review Committee shall require (including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the Land). All architectural, remodeling and landscaping plans submitted to the Review Committee shall be accompanied by site plans which show the siting of homes on each side of the proposed improvement. The Review Committee is hereby empowered to refuse approval of any building plans and specifications and/or lot grading and landscaping plans which reflect improvements which are not suitable or desirable in the reasonable judgment of a majority of the Committee for any specific reason or reasons, including purely aesthetic reasons. In the event the Review Committee rejects such plans and specifications as submitted the Review Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Review Committee's recommendation to remedy same if (in the sole judgment of the Review Committee) a satisfactory remedy is possible. In passing upon such building plans and specifications and lot grading and landscaping plans the Review Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building plot where it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties.

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In addition, there shall be submitted to the Review Committee for approval such samples of building materials proposed to be used as the Review Committee shall specify and require.

(d) As a prerequisite to consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Review Committee, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications. The Review Committee shall be entitled to stop any construction in violation of these restrictions or of the approved plans and specifications and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the owner's cost. In the event the Review Committee fails, within thirty (30) days following submission to approve or disapprove plans and specifications in writing, approval will be deemed to have been granted.

(e) Plans and specifications will be prepared by a qualified designer. The designer submitting the plans must state in writing that he has visited the site and is familiar with all existing site conditions.

(f) All structures must be built to comply substantially with the plans and specifications as approved by the Review Committee and, before any residence may be occupied, it must be completely finished and a Certificate of Completion must be issued by the Review Committee.

(g) No window air conditioning unit shall be installed without the prior written approval of the Review Committee.

(h) No lot owner can change the drainage plan of his or any other lot without the prior written approval of the Review Committee.

(i) All television antennas and other antennas and aerials shall be located inside the attic or under roof, unless otherwise expressly permitted by the Review Committee in writing.

(j) Notwithstanding any other provision of this Declaration, Developer may, from time to time, grant written waivers for the purpose of exempting, wholly or partially, highly competent builders and developers from the requirements of Sections (a) through (f) this Paragraph 2 based on a finding, in Developer's sole discretion, that such review or portion thereof is not required in order to attain the objectives of this Declaration. Such waiver, if granted, will be personal to the recipient thereof except that the recipient may transfer the waiver to any parent or subsidiary corporation or to any affiliated corporation. Subject to the foregoing, such waiver will not run with the land, or, exempt successors in title of the recipient of the waiver from the architectural review requirements hereof.

3. Only one private dwelling shall be erected, constructed, placed or maintained on any one lot, but more than one lot may be used for one private dwelling.

4. No building shall be located on any lot nearer than twenty-five (25) feet to the front lot line. Each building shall have two (2) side yards, each of which side yard shall have a minimum of seven and one-half (7 1/2) feet. As to corner lots, the owners shall determine which yard is to be designated as the side yard; the minimum side yard adjacent to street right of way shall be twenty-five (25) feet. No dwelling shall be located nearer than twenty-five (25) feet to the rear lot line.

5. No building shall be erected, altered, placed or permitted to remain on any lot or building plot other than one detached single-family dwelling, not to exceed two (2) stories in height, and a private garage or carport for not more than three (3) cars.

6. No structure of a temporary nature or character shall be used as a residence. If a detached garage or out-building is built, either simultaneously with or subsequent to the erection of the dwelling house, the same shall be of the same kind of materials as the construction of the dwelling and shall be substantial and shall conform architecturally with the dwelling house.

7. No noxious, illegal or offensive activity shall be carried on upon any lot, nor shall anything be done or anything be had or maintained thereon which may be or become an annoyance or nuisance to neighbors.

8. No building or structure shall be moved onto any lot or parcel within the Land, it being the intent of this Declaration that any and all buildings or structures on any part of the Land shall be constructed thereon.

9. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats and other household pets, not including horses, may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

10. No sign of any kind shall be displayed to the public view on any lot in the Project, except that there may be one (1) sign of not more than five (5) square feet, advertising the property for sale or rent; also, such signs as are used by builders to advertise the property during the construction and sales period may be placed on such lots, subject to prior written approval by Developer, not to be unreasonably withheld.

11. If any person, firm or corporation shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for the Developer or any other person or persons owning a lot in the Project or the Association to prosecute any proceedings at law or in equity including injunctive proceedings, against the person or persons violating or attempting to violate such covenant and to prevent or terminate the violation and to recover damages for such violation.

12. All of the rights and powers of the Developer hereunder shall extend to its successors and assigns. However, in the event that Developer should be dissolved according to the law or shall dispose of all of the Land without transferring its rights to a successor, the Association shall succeed to the rights of the Developer.

13. The ground floor area of the main structure of any single-family dwelling on the property described in this Declaration shall not be less than 1,600 square feet exclusive of open porches, garages or carports, except that it may be reduced to a minimum of 850 square feet for two-story dwellings, provided, however, the total floor area of two-story dwellings shall not be less than 1,600 square feet, exclusive of open porches, garages or carports.

14. No owner of any lot on which there exists a cypress head or a portion thereof shall alter or damage said cypress head or any portion thereof in any way.

15. Street mailboxes shall be of a type consistent with the character of the development and shall be placed and maintained to compliment the houses in the neighborhood. At such time as door postal service is available, owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

16. The owner of any lot shall mow and maintain his lot or lots before and after construction of a residence thereon, so as not to detract from the value or appearance of the surrounding area. In the event any owner of a lot or lots shall fail to mow and maintain his lot or lots to meet reasonable requests of the Developer, the Developer shall have the right, at its option, to mow and maintain such lot or lots and the owner thereof shall be liable to the Developer for any and all cost for maintaining and/or mowing said lot

or lots, and Developer shall be entitled to claim and enforce a lien on said lot or lots for the costs of such mowing and maintenance plus all costs of lien enforcement including reasonable attorneys' fees.

17. Outside clotheslines are prohibited.

18. No commercial vehicles of any type shall be permitted to remain overnight on any lot within the development unless kept in a closed garage, other than as may be used by the Developer or by a Contractor in conjunction with building operations.

19. No truck or trailer and no unlicensed motor vehicle of any kind shall be permitted to remain overnight on any lot or lots unless kept in a closed garage. No house trailer or mobile home shall be permitted to stay on any lot or public right-of-way. No boat, boat trailer, camper, motor home, travel trailer, or other such vehicles, trailer or vessel shall be permitted to stay on a public right-of-way or on a lot unless permanently enclosed from view of adjoining lots, streets and common areas.

20. Developer, or any other person engaged in the sale of lots within said subdivision or in the construction of improvements thereon may maintain within the subdivision temporary sales or construction offices, for a period of time reasonably necessary to accomplish the intended purpose. Except for such temporary sales or construction offices, no temporary structure of any kind shall be erected or placed on any of said property and in no instance shall more than one dwelling or residence and the necessary outhouses to accommodate the owner or occupant thereof be erected or placed on any one lot as shown on the above-described plat. Any garage, servant's house, or other improvements erected more than one hundred twenty (120) days prior to the completion of the main dwelling or residence shall be considered temporary structures within the meaning of this paragraph.

21. Except with the prior written approval and permission of the Review Committee, and all governmental agencies having jurisdiction, no well shall be sunk or drilled on any lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or any open space, or on any parcel designated for such use in the recorded plat.

22. Each owner of a lot or lots shall construct or cause to be constructed, at the time of the construction of a dwelling, a concrete sidewalk four (4) feet in width extending across the entire lot or lots consistent with the remaining sidewalks in the subdivision. In the event any owner of a lot or lots fails to construct such a sidewalk, the Developer, at its option, shall have the right to construct it or cause it to be constructed, and such owner shall be liable to Developer for any and all cost in connection therewith. Developer is hereby empowered to claim and enforce a lien against the affected lot or lots for the cost of such construction and all costs of enforcement of the lien, including a reasonable attorney's fee.

23. No docks, piers or similar structures shall be constructed by any lot owner.

24. Other than Developer, no lot owner or resident shall have any right to pump or otherwise remove any water from the lakes for the purpose of irrigation or other use. No owner or resident has the right to place rocks, stones, trash, garbage, sewage, water discharge from swimming pools or heating or air conditioning systems, waste, water other than surface drainage, rubble, debris, ashes or other refuse in any of the lakes.

25. All lots shall be fully sodded. Waterfront lots shall be sodded to the water line.

26. No lot owner will obstruct the ingress to any easement.

27. Amendments to these restrictions can be made from time to time by filing an amendment in the public records of

Hillsborough County, Florida. Any amendment to these restrictions must be accomplished by having same executed and acknowledged by the record owners of not less than three-fifth (3/5) of the lots in the development. No amendment shall be effective without the written joinder therein or consent thereto by Levitt Land Incorporated or its corporate successor, so long as Levitt Land Incorporated owns lands affected hereby.

28. For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots in the development and to enable and aid the goal of secure and safe living, all owners of any portion of the Land must join and remain members of the Association, and pay assessments to said Association as required by the Master Declaration of Covenants, Conditions and Restrictions for Phase II of Carrollwood Village, which Declaration is or to be recorded.

The covenants, agreements and rights set forth herein shall be binding upon and shall inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

IN WITNESS WHEREOF, the said Carrollwood Properties, Inc. has caused this Declaration of Restrictions and Easements to be executed by its President and its corporate seal to be hereunto affixed this 21st day of June, 1978.

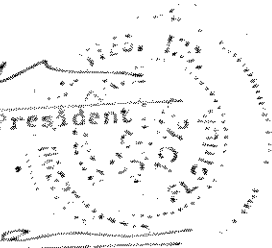
Signed, sealed and delivered
in the presence of

[Signature]
Rand m Aguin

CARROLLWOOD PROPERTIES, INC.

By [Signature] President

Attest: [Signature]
Secretary



ACKNOWLEDGMENT

STATE OF FLORIDA

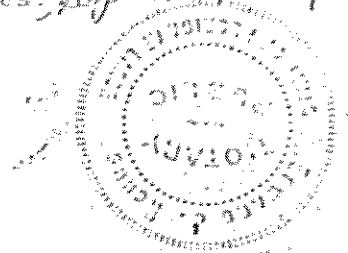
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COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this
21st day of June, 1978 by ALFRED HOFFMAN, JR., President of
CARROLLWOOD PROPERTIES, INC., a Florida corporation, on behalf
of the corporation.


Notary Public State at Large

My Commission Expires: Sept. 24, 1979



DESCRIPTION: From the Northeast corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida, run South 89° 53' 50" West, along the North boundary of said Section 5, a distance of 155.00 feet; run thence South 00° 06' 10" East, a distance of 135.00 feet to the POINT OF BEGINNING; thence continue South 0° 06' 10" East, a distance of 70.00 feet to the beginning of a curve concave to the Northwesterly, said curve having a radius of 840.00 feet, chord of 599.54 feet and chord bearing South 20° 48' 19" West; run thence Southwesterly along the arc of said curve, through a central angle of 41° 48' 57", a distance of 613.05 feet to the end of said curve; run thence South 41° 42' 47" West, a distance of 684.00 feet; thence North 48° 17' 13" West, 322.22 feet; thence South 75° 46' 00" West, 76.20 feet; thence North 66° 42' 30" West, 135.00 feet; thence North 70° 48' 16" West, 50.15 feet; thence North 66° 00' 02" West, 126.76 feet; thence North 35° 25' 33" East, 8.92 feet; thence North 00° 06' 10" West, 191.26 feet; thence South 89° 53' 50" West, 19.67 feet; thence North 10° 10' 54" West, 129.69 feet to a point lying in a curve concave to the Southeasterly, said curve having a radius of 150.00 feet, chord of 47.52 feet and chord bearing South 50° 21' 52" West; run thence Southwesterly along the arc of said curve, through a central angle of 58° 54' 28", a distance of 154.22 feet to a point; run thence North 69° 05' 22" West, a distance of 223.34 feet; thence North 13° 29' 17" West, 40.20 feet; thence North 00° 06' 10" West, 496.00 feet to a point 00.00 feet South of the North boundary of aforementioned Section 5; run thence North 89° 53' 50" East, along a line 100.00 feet South of, and parallel with, said North boundary of Section 5, for a distance of 1992.00 feet to the beginning of a curve concave to the Southwesterly, said curve having a radius of 35.00 feet, chord of 49.50 feet and chord bearing South 45° 06' 10" East; run thence Southeasterly along the arc of said curve, through a central angle of 90° 00' 00", a distance of 44.98 feet to the end of said curve and the POINT OF BEGINNING.

DESCRIPTION: From the Northeast corner of Section 5, Township 28 South, Range 18 East, Hillsborough County, Florida, run South 89° 53' 50" West, along the North boundary of said Section 5, a distance of 155.00 feet; run thence South 00° 16' 10" East, a distance of 205.00 feet to the beginning of a curve concave to the Northwesterly, said curve having a radius of 840.00 feet, chord of 599.54 feet and chord bearing South 20° 48' 19" West; run thence Southwesterly along the arc of said curve, through a central angle of 41° 48' 57", a distance of 613.05 feet to the end of said curve; run thence South 41° 42' 47" West, a distance of 990.00 feet to the beginning of a curve concave to the Southeasterly, said curve having a radius of 1050.00 feet, chord of 274.21 feet and chord bearing South 34° 12' 37" West; run thence Southwesterly along the arc of said curve, through a central angle of 15° 00' 20", a distance of 274.99 feet to the POINT OF BEGINNING, said POINT OF BEGINNING lying in a curve concave to the Southeasterly, said curve having a radius of 1050.00 feet, chord of 421.52 feet and chord bearing South 15° 07' 42" West; run thence Southwesterly along the arc of said curve, through a central angle of 23° 09' 31", a distance of 424.40 feet to a point; run thence South 89° 24' 05" West a distance of 356.27 feet; thence North 00° 35' 55" West, 203.28 feet; thence North 14° 09' 05" East, 87.31 feet; thence South 75° 50' 55" East, 48.36 feet; thence North 17° 57' 22" East, 200.73 feet; thence North 19° 47' 50" East, 60.00 feet to a point lying in a curve concave to the Southwesterly, said curve having a radius of 480.00 feet, chord of 33.32 feet and chord bearing South 68° 12' 50" East; run thence Southeasterly along the arc of said curve, through a central angle of 3° 58' 40", a distance of 33.32 feet to the end of said curve; run thence South 66° 13' 30" East a distance of 77.98 feet to the beginning of a curve concave to the Northwesterly, said curve having a radius of 25.00 feet, chord of 34.58 feet and chord bearing North 70° 00' 40" East; run thence Northwesterly along the arc of said curve, through a central angle of 87° 31' 40", a distance of 38.19 feet to the end of said curve; run thence South 68° 47' 32" East, a distance of 50.20 feet to a point lying in a curve concave to the Northwesterly, said curve having a radius of 25.00 feet, chord of 36.17 feet and chord bearing South 19° 53' 01" East; run thence Southeasterly along the arc of said curve, through a central angle of 92° 40' 57", a distance of 40.44 feet to the end of said curve; run thence South 66° 13' 30" East, a distance of 100.12 feet to the beginning of a curve concave to the Northwesterly, said curve having a radius of 25.00 feet, chord of 34.44 feet and chord bearing North 70° 14' 29" East; run thence Southeasterly along the arc of said curve, through a central angle of 87° 04' 02", a distance of 37.99 feet to the end of said curve and the POINT OF BEGINNING.