

This instrument was prepared by:  
Record and Return to:  
H. LEON HOLBROOK, ESQUIRE  
HOLBROOK, AKEL, COLD,  
STISFEL & RAY, P.A.  
One Independent Drive, Suite 2301  
Jacksonville, Florida 32202

Book 8651 Pg 1995

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06/20/97  
09:13:19 A.M.  
HENRY W. COOK  
CLERK CIRCUIT COURT  
DUVAL COUNTY, FL  
REC. \$ 100.50

100-1050...

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,  
WHEREAS, ARTHUR CHESTER SKINNER, JR., CHARLES BRIGHTMAN  
SKINNER and MARY VIRGINIA SKINNER JONES are the owners of the land  
described on Exhibit "A" attached hereto and made a part hereof  
being herein referred to sometimes as "said land."

NOW, THEREFORE, ARTHUR CHESTER SKINNER, JR., CHARLES  
BRIGHTMAN SKINNER and MARY VIRGINIA SKINNER JONES do hereby impress  
with and place upon all of the land described on Exhibit "A" the  
following protective covenants:

1. Definitions:

(a) The term "Declarants", as used herein, shall mean  
ARTHUR CHESTER SKINNER, JR., CHARLES BRIGHTMAN SKINNER and MARY  
VIRGINIA SKINNER JONES and any successor or assignee designated by  
them, pursuant to paragraph 20 below, to continue the development  
of said land.

(b) The term "building site", as used herein, shall  
mean, unless a contrary meaning is clearly specified, every parcel  
of land in said Exhibit "A" which is used as a building location  
and which is hereafter conveyed by the Declarants or their  
Grantees.

2. Uses: All of the building sites on said land shall  
be used solely for hotels, motels, apartments, office buildings,  
and related facilities within the buildings within the office  
buildings and free standing first class restaurants seating not  
less than one hundred fifty (150) persons of a class such as

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Bennigan's or better, motels or hotels or such other purposes as shall be specifically approved in writing by the Declarants. Buildings specifically described in the preceding sentence may be built on any building site, but other buildings may not be built or used within said land without the prior written consent of the Declarants. No use of said land shall be permitted which is offensive by reason of odor, fumes, dust, smoke, noise, or pollution or which is hazardous by reason of excessive danger of fire or explosion or injurious to any building or person on said land or neighboring property or in violation of the applicable laws or regulations of any governmental authority having jurisdiction.

3. Construction Standards: No temporary buildings, trailers, or the like shall be permitted on any building site on said land, except those incident to construction while an approved building is being constructed on the site which shall be promptly removed within ninety (90) days following initial occupancy of any building, and no building shall be permitted on said land unless it is of permanent type construction nor unless the exterior design and the materials and colors used on the exterior of the building, as well as the type and extent of exterior lighting to be used on the improved site, shall be submitted to and approved by Declarants in accordance with paragraph 4 below. All improvements shall be constructed in compliance with the plans and specifications approved by the Declarants. All construction contemplated by plans approved by the Declarants shall be substantially completed prior to occupancy of any part of any improvements and all construction and all approved, required landscaping shall be fully completed

within ninety (90) days following initial occupancy. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. Prior to completion of construction, the owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to his building site property line. The design and type of material for each such driveway shall first be approved by the Declarants and the subsurface of the portion of the driveway between the building site property line and the paved portion of the abutting street shall be installed prior to commencement of any construction and prior to delivery of construction materials to the building site. During construction on any building site, all vehicles involved in such construction, including those delivering material and supplies, shall enter upon such building site from the street only over the driveway subsurface and such vehicles shall not be parked at any time on the street or upon any property other than the building site on which the construction is proceeding.

The provisions of these restrictions relating to the submitting of plans and specifications to Declarants and approval of same by Declarants shall be deemed to be satisfied when the Owner has submitted to the Declarants and Declarants have approved the following:

(a) A site plan showing entrances, exits, parking and landscape areas and location of all improvements on the property to be developed, and

(b) Exterior elevations of the buildings and other improvements to be located on the land including signs for which approval is requested and including color schemes, materials and samples of exterior treatment and showing landscape areas. Any changes in the preliminary plan as submitted shall be subject to Declarants approval.

If Declarants approve the preliminary plan (which approval will not be unreasonably withheld) any construction which is undertaken pursuant to the preliminary plan will be deemed approved, except that landscape construction must always conform to the provisions of paragraph 8. The Owner agrees to furnish to Declarants at Declarants' request plans and specifications for the project as the same are from time to time developed. It is understood, however, that the Declarants shall have no right of approval of any interior layout or design of the building.

4. Plan Approval: Construction or alterations of any improvement (which term as used in this paragraph shall be deemed to include buildings, auxiliary buildings, signs, walls, fences, landscaping, driveways, and parking areas) shall comply with all governmental requirements and meet the standards set forth in these protective covenants. Prior to the construction or alteration of any improvement on a building site, the owner of the site must submit to Declarants two sets of complete plans and specifications for such construction or alteration which shall include such detail as Declarants shall require showing the nature, kind, shape, height, size, materials, floor plans, fences, walls or other building site enclosures, and screening devices required or

permitted hereunder, exterior color schemes with paint samples, location and orientation on the building site and approximate square footage, construction schedule, on-site sewage and water facilities, and grading and landscaping plans showing any changes proposed to be made in the elevation or surface contours of the land. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Declarants may take into consideration and suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building site upon which 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. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plans, and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building site with all building restriction lines shown. In addition, there shall be submitted to the Declarants for approval such samples of building materials proposed to be used as the Declarants shall specify and require. No such construction or alteration of any improvement shall be commenced unless such plans and specifications and the location and exterior

design of all improvements are first approved in writing by the Declarants. If the Declarants shall fail to approve or disapprove said plans and specifications and location within thirty (30) days after written request for such approval, then such approval shall not be required; provided, however, that any improvement erected without the Declarants' approval of the plans, specifications, and location thereof shall not violate any of the restrictions herein contained.

5. Setbacks and Plot Coverage: No building shall be nearer any street right-of-way line than fifty (50) feet and fences (which term shall not include screening walls) on a building site may not be nearer a street or streets than one hundred (100) feet and, in no event, nearer than the front and/or side faces of the building on that site. All fences and other building site enclosures conforming to these protective covenants shall be installed only after the proposed location and design thereof shall have been submitted to and approved by the Declarants. No wall shall be located nearer than thirty (30) feet to any street right-of-way line. No main building shall be nearer than fifty (50) feet from any other main building already built or approved by the Declarants for building. Retail, food service, restaurant, and similar buildings, which are not specifically permitted herein, but which are permitted by Declarants, shall be located on their respective sites as determined by the Declarants. No building may be nearer than thirty (30) feet to any property line and no building shall be built over any utility easement. For the purpose of determining compliance with the foregoing setback

areas, loading docks shall be considered part of the building. Cantilevered canopies and steps may project up to, but not more than, ten (10) feet into or within any of such setback areas.

6. Utilities Easements. The Declarants hereby reserve unto themselves a perpetual, alienable, and releasable easement for underground utility lines and for utility facilities related thereto and for underground drainage purposes on, in, and over a thirty-five (35) foot wide strip adjacent to each property line and abutting streets. If already planted landscaping is removed by construction of any utility facility, the landscaping shall be replanted by the party removing same. This easement is non-exclusive.

7. Parking: On-site paved parking shall be provided meeting the requirements of all governmental authorities having jurisdiction. The minimum guidelines shall be one passenger car size parking space for each three hundred (300) square feet of gross office space included in any office building or such other minimum guidelines as may be approved by the City of Jacksonville, Florida. If Declarants consent to the use of a building site for a retail, food service, restaurant, or similar establishment, where such consent is required hereby, the Declarants, as a condition to such consent, may specify reasonable and customary parking requirements for such establishment in excess of those imposed by governmental authorities for such use or uses. No use shall be made of any building site on said land or any building constructed thereon which requires or is reasonably expected to require or attract parking in excess of the parking capacity of the facilities

maintained therefor on said property. Parking will not be permitted on streets or on any building site except in paved parking areas designed for parking. All paving required or permitted hereunder shall be asphalt or other Declarants approved surface. All parking lots shall have a minimum of ten percent (10%) of the interior parking area as landscaped area.

8. Landscaping: The landscape plan for the building project should compliment both the building itself and the South Point Development as a whole. All buildings and landscape elements shall be placed so that the existing topography and landscape shall be disturbed as little as possible, and so that the maximum number of desirable existing trees, Declarants installed landscaping, and other features will be preserved, except for driveway locations and other areas where Declarants consent to removal. No trees on any of said land, whether on building sites or common areas, shall be cut, removed or damaged, except those approved by the Declarants at entrance ways, streets, and parking areas, and except for the actual location of improvements to be constructed on each building site and also excepting trees within fifty (50) feet of any improvements so long as the City landscaping codes are complied with. A fifteen (15) foot landscape buffer shall be provided on each site adjacent to any and all street right-of-ways abutting the site, except at the location of driveways. The Declarants may permit an owner to reduce the width of such buffer for particular sites, but no reduction of more than five (5) feet may be permitted. Said landscape buffer shall be landscaped in the following manner:



(a) One shade tree, three (3) inch caliper or larger, per fifty (50) linear feet or fraction thereof of right-of-way. Trees may be grouped or arranged to create desired effects.

(b) Where said landscaped buffer abuts parking area, berms and/or shrubs/hedges shall be provided to screen automobiles to a height of three (3) feet at time of planting.

A five (5) foot landscaped buffer shall be provided on each such site adjacent to all property lines not adjacent to a street right-of-way, except that owners of adjacent sites may agree to eliminate the five (5) foot landscape buffer along any common boundary of their sites to the extent required to provide a common driveway or turning area and except that the Declarants may consent to the elimination of the five (5) foot landscaped strip if it is inside of an approved fence or wall enclosing the building site. Said landscape buffer shall be landscaped in the following manner:

(i) One shade tree per seventy-five (75) linear feet property line or fraction thereof.

(ii) A continuous hedge or berm or combination thereof to a height of three (3) feet at the time of planting.

The owner of each site shall sod the area between all site property lines adjacent to street right-of-ways and the street curb, excluding, however, any area used as driveway. In addition, any surface area, not covered by building area, driveway area, or parking area shall be landscaped by the owner. All sod shall be St. Augustine. In all parking areas the owner shall provide one (1) shade tree, three (3) inch caliper or larger, within the parking areas, for each ten (10) parking spaces. The owner of each

site shall install and maintain an underground sprinkler system for the purpose of watering all planted and sodded areas, and shall use the sprinklers as necessary for such watering. All landscaped areas and lawns, including but not limited to those required under this paragraph, shall be maintained in good condition by the owner of the site. A landscaping plan including specifications and plant list shall be submitted to Declarants with the construction plans required in paragraph 4 above, and the landscaping as finally approved by Declarants shall be installed and in place prior to initial occupancy of any building. Trees may be cut where cutting is reasonably necessary for the construction of improvements.

9. Signs: The Declarants consider that the appearance and lettering style of signs are of equal importance as the architectural design of the structure to which a sign is an appurtenance and unless otherwise approved in writing by the Declarants all signs must be attached to a building and must be installed so as to be parallel to and contiguous with the building wall and signs may not project above the roof line of the building. No window signs shall be permitted in or on any window of any building on said land without the prior written consent of the Declarants, no portable signs and no flashing signs shall be permitted on said land, and no exposed tubular-type signs shall be installed, but indirect or back lighted tubular lighting will be permitted. Detached signs shall be permitted only by special written permission of the Declarants. No sign shall be painted directly on the exterior walls of any building. No construction, for sale, or for rent sign may be erected or maintained on said

land unless the size and design thereof are first approved in writing by Declarants. These restrictions may be waived in writing approved by Declarants prior to the erection of the sign.

10. Lighting: Shaded light sources shall be used to illuminate signs, facades, buildings, parking and loading areas and shall be so arranged as to eliminate glare on roadways and streets and shall be directed away from properties lying outside of said land. Shaded light sources are lighting elements shielded with an opaque shade to direct the light. No neon lights, intermittent, or flashing lights shall be allowed anywhere on said land.

11. Screening of Roof and Objects: Standfans, skylights, air conditioning units, cooling towers, elevator penthouses, vents, and all other structures or equipment which rise above the roof line shall be architecturally compatible or effectively shielded from view by architecturally sound methods which shall be shown on the plans and specifications submitted to the Declarants and subject to approval by the Declarants and the Declarants may establish different design criteria for buildings of up to five stories in height from buildings in excess of five stories.

12. Screening of Loading Docks and Open Storage: No truck loading dock or "receiving/shipping" doors shall face toward any street or roadway, and where such dock or doors would be visible from a street or roadway, they shall be visually screened to a height of not less than eight (8) feet by appropriate walls, panels or landscaped berms, which are of material and design harmonious with the building architecture and approved by the Declarants. No storage of any articles, goods, or materials shall

be permitted on the property outside any building except of a temporary nature only and then only with the prior written approval of Declarants, who shall have the right, as a condition to any such approval, to impose such limitations and screening requirements as it may deem to be in the best interests of the area. Any such approval may be revoked by Declarants if at any time any of such limitations or screening requirements are not complied with. Wherever these protective covenants require or contemplate screening, same shall be fully detailed on the plans required under paragraph 4 above and constructed of such materials and with a height and design approved by the Declarants so that structures and objects requiring screening shall be obscured from the view of persons on the streets adjacent to the building site involved.

13. On-site Maintenance: The owner of each site shall have the duty of and responsibility for (i) keeping the premises, buildings, improvements, parking lot, appurtenances, and landscaping so that all will conform to these protective covenants and in a well-maintained, safe, clean, and attractive condition at all times, (ii) complying in all respects with all government, health, and police requirements, and (iii) removing promptly at owner's expense any rubbish of any character whatsoever which may accumulate on the site. Trash or rubbish must be placed in covered containers manufactured for such use and all such containers shall always be kept and maintained inside of buildings or behind a screening facility meeting the criteria specified in paragraph 12 above. Trash or rubbish must not be placed or stored between any building and the curb of any abutting street. In the case of

vacant sites, owner shall keep weeds or grass cut to not over twelve (12) inches in height. If, in the opinion of the Declarants, any owner fails in any duty and responsibility set forth in this paragraph, then Declarants may give such owner notice of such failure and such owner must, within ten (10) days of such notice, undertake the amount of care and maintenance required to restore said owner's site to a safe, clean, attractive, and lawful condition complying with these protective covenants. Should any such owner fail to fulfill this duty and responsibility after such notice, then Declarants shall have the right and power, but not the obligation, to perform such care and maintenance. The owner of the site on which such work is performed by Declarants shall be liable for the cost of any such work and shall promptly reimburse Declarants for the cost thereof.

14. Area Maintenance:

(a) The Owners are required to participate in and become members of South Quadrant Maintenance Association. This association encompasses 209.27 acres. No Owners' share for any calendar year shall exceed a "maximum area maintenance charge" of \$600.00 per acre, increased or decreased from year to year in accordance with the provisions of subparagraph 14(b) below. The percentage of the total maintenance charges to be allocated to the land described in this document shall be (2.5 acres divided by 209.27 acres) or 1.2% percent of the area maintenance cost.

(b) The "maximum area maintenance charge" specified in subparagraph 14(a) above, shall be increased or decreased from year to year by the ratio or percentage which the average purchasing

value of the dollar, for "all items", during December 1996, bears to the average purchasing value of the dollar, for "all items", during December of the calendar year immediately preceding the calendar year for which the charge is to be determined, all as established by the Consumer Price Index-United States City Average For Urban Wage Earners and Clerical Workers (1967 = 100). If said Consumer Price Index is abolished or discontinued then thereafter the computation of the applicable maximum charge shall be accomplished by the method of computing the purchasing value of the dollar which is established and published as a substitute for said Consumer Price Index or, if there is no substitute, then by the most comparable available method of computing the purchasing value of the dollar.

(c) The Owners are required to participate in and become members of Belfort South Stormwater Management Corporation. This association encompasses 113.46 acres. The percentage of the total maintenance charges to be allocated to the land described in this document shall be (2.5 acres divided by 113.46 acres) or 2.203% percent of the storm management cost.

15. Payments Due Declarants: If any owner shall fail to pay the Declarants any sum due by that owner under the provisions of paragraphs 13 or 14 hereof within thirty (30) days after being billed therefor by the Declarants, then the owner shall be liable to the Declarants not only for the amount so due but also interest on said sum from the due date thereof until paid at the rate of twelve percent (12%) per annum, all costs of collection, and reasonable attorneys' fees incurred by Declarants incident to the

collection of the sums so due or the enforcement of the lien therefor and the Declarants shall have a lien upon owner's site to secure payment by the owner of the sum so due and such interest, costs, and attorneys' fees, but such lien shall be subordinate to the lien of any then existing and recorded institutional mortgage. Upon request, the Declarants shall furnish any owner or mortgagee of a building site written information as to whether the building site owner is then indebted to the Declarants for any sum which could result in a lien against the particular building site under the provisions of this paragraph.

16. Utilities: All electric, telephone, and other utility lines on the building sites must be underground. It shall be the responsibility of the owner or occupant of each site to make direct arrangements with the suppliers of electricity, water, sewer, and any other utility services for the site. Where electric transformers, terminals, or other utility facilities are required by sound utility practice to be above ground, any and all of same shall be located behind a screening facility meeting the criteria of paragraph 12 above.

17. Ground Leased Land: Where all or any part of a building site has been leased by the owner of the fee simple title to the site under a ground lease having an original term of not less than ten (10) years, then so long as such ground lease shall remain in effect, all references in these covenants to "owner" shall be deemed to refer to the lessee under the ground lease, and any lien arising under the provisions of paragraph 15 shall attach

only to the interest in the building site of the lessee under the ground lease.

18. Violations: If any person, firm, corporation, or other entity shall violate or make any material, overt attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Declarants or any owner of any building site within said land (i) to prosecute proceedings at law for the recovery of damages against those so violating or making any material, overt attempt to violate any such covenant or (ii) to maintain any proceeding against those so violating or making any material overt, attempt to violate any such covenant for the purpose of preventing or enjoining all or any such violation, including mandatory injunctions requiring the violator to restore the building or other matter involved to a conforming state, not in violation of these restrictions. The remedies in this paragraph contained shall be construed as cumulative of all other remedies now or hereafter provided by law.

19. Minor Violations: Where a building or other improvement has been or is about to be erected on any building site in such manner as to constitute a minor violation of, or variance from, the covenants and restrictions herein set forth, the Declarants shall have the right to waive or release the variance or minor violation. The Declarants shall have the absolute right to determine whether a violation or variance is minor.

20. Declarants' Successors: The Declarants shall have the sole and exclusive right to any time and from time to time to transfer and assign to, and to withdraw from, such person, firm,



corporation, trust, or other entity as it shall select, any or all rights, powers, privileges, authorities, and reservations given to or reserved by the Declarants by any part or paragraph of these covenants and restrictions. In connection therewith, the Declarants may, but need not, establish one or more Florida corporations not-for-profit or other entities in which each building site owner shall be a member and the Declarants may, but need not, separate the rights and liabilities under paragraphs 13, 14 and 15 above from the other rights and responsibilities of the Declarants hereunder. Any such other entity may, but need not, be granted or have and exercise the authorities granted or reserved hereunder as to said land and at the same time be granted or reserved, under other instruments, similar or dissimilar rights and authorities as to or affecting nearby or adjacent lands. As and to the extent the Declarants exercises one or more of its options reserved to the Declarants under the foregoing provisions of this paragraph 20, the Declarants shall record an instrument in the public records of Duval County, Florida, referring to this paragraph 20 and specifying in reasonable detail the particulars of the action taken by the Declarants. If at any time hereafter there shall be no person, firm, corporation, trust or other entity entitled to exercise the rights, powers, privileges, authorities, and reservations given to or reserved by the Declarants under the provisions hereof, the same shall be vested in and be exercised by a committee to be elected or appointed by the owners of a majority of the acres in said land. Nothing herein contained, however, shall be construed as conferring any rights, powers, privileges,

authorities, or reservations in said committee except in the event aforesaid.

21. Severability: Invalidation of any of the provisions of the covenants set forth herein by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

22. Additional Restrictions: No building site owner, without the prior written consent of the Declarants, may impose any additional covenants or restrictions on any part of said land, but the Declarants may include in any contract or deed hereafter made and covering all or any part of said land any additional covenants or restrictions applicable to the land so covered which are not inconsistent with and which do not lower the standards of the covenants set forth herein.

23. Titles: The addition of titles to the various paragraphs of this instrument are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

24. Binding Effect: Subject to the other provisions hereof, the covenants numbered 1 through 5 and 7 through 23 set forth herein shall remain in full force and effect until the 1st day of January A.D. 2025. The Declarants, their successors and assigns, may, by written declaration, signed and acknowledged by them and recorded in the public records of Duval County, Florida, alter or amend these covenants or extend the period of time during

which the covenants shall remain in force and effect. During the period the covenants shall remain in force and effect they shall be deemed to be covenants running with the title to said land and shall be binding upon the Declarants and each purchaser, grantee, owner, or lessee of any of said land and upon the respective heirs, personal representatives, devisees, successors, and assigns of the Declarants and of any such purchase, grantee, owner, or lessee, all of whom shall abide by and conform with the provisions of such covenants.

IN WITNESS WHEREOF, the Declarants have executed this instrument this 6<sup>th</sup> day of June, 1997.

[Signature]  
Witness

[Signature]  
ARTHUR CHESTER SKINNER, JR.

[Signature]  
Witness

[Signature]  
CHARLES BRIGHTMAN SKINNER

[Signature]  
Witness

[Signature]  
Witness

[Signature]  
MARY VIRGINIA SKINNER JONES

[Signature]  
Witness

[Signature]  
Witness

STATE OF ~~FLORIDA~~ <sup>North Carolina</sup> )  
COUNTY OF ~~DUVAL~~ <sup>Jackson</sup> )

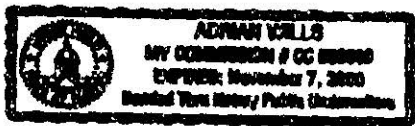
The foregoing instrument was acknowledged before me this 6th day of JUNE, 1997, by ARTHUR CHESTER SKINNER, JR. who  is personally known to me or \_\_\_\_\_ who has produced a Florida driver's license as identification.



Grace A. Wilder  
Notary Public, State of Florida <sup>N.C.</sup>  
Print Name: Grace A. Wilder  
Commission No.: 199 428 700 82  
My Commission Expires: \_\_\_\_\_  
My Commission Expires

STATE OF FLORIDA )  
COUNTY OF DUVAL )

The foregoing instrument was acknowledged before me this 9th day of JUNE, 1997, by CHARLES BRIGHTMAN SKINNER who  is personally known to me or \_\_\_\_\_ who has produced a Florida driver's license as identification.



Adrian Wilder  
Notary Public, State of Florida  
Print Name: ADRIAN WILDER  
Commission No.: CC 599999  
My Commission Expires: NOV 7, 2000

STATE OF NORTH CAROLINA )  
COUNTY OF Jackson )

The foregoing instrument was acknowledged before me this 6th day of JUNE, 1997, by MARY VIRGINIA SKINNER JONES who  is personally known to me or who \_\_\_\_\_ has produced a Florida driver's license as identification.



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Grace A. Wilder  
Notary Public, State of North Carolina  
Print Name: Grace A. Wilder  
Commission No.: 199 428 700 82  
My Commission Expires: My Commission Expires November 12, 1999

A portion of the Francis Richard Grant, Section 56, township 3 South, Range 27 East, Jacksonville, Duval County, Florida, being more particularly described, as follows:

For point of reference, commence at the intersection of the centerline of Belfort Road, a 100-foot right of way as now established, (also known as Parcel "B" as described in Official Records Volume 6238, Page 1331, of the Public Records of said County), with the Northeastly projection of the centerline of A. C. Skinner Parkway, a 100-foot right of way as now established, (also known as Parcel "C", as described in last mentioned Official Records Volume 6238, Page 1331), and run S-67°02'03"W., along said Northeastly projection, a distance of 100.0 feet to a point on the Northeastly terminus of said A. C. Skinner Parkway; run thence S-22°57'57"E., along said Northeastly terminus, a distance of 50.0 feet to a point on the Southerly right of way line of said A. C. Skinner Parkway and the point of beginning.

From the point of beginning thus described, run S-67°02'03"W., along said Southerly right of way line, a distance of 150.00 feet to a point of curvature; continue thence Southwesterly, along said Southerly right of way line and along the arc of a curve, concave Northwesterly with a radius of 1,482.39 feet, an arc distance of 111.41 feet to a point in the Easterly boundary of that certain tract described in deed recorded at Official Records Volume 6596, page 1050, public records of said county, said arc being subtended by a chord bearing of S-69°11'14"W. and distance of 111.38 feet; run thence S-31°34'50"E., along said Easterly boundary, a distance of 384.20 feet; run thence S-29°29'05"W., continuing along said boundary, a distance of 10.46 feet to a point; run thence S-60°30'55"E., a distance of 30.23 feet to a point; run thence N-58°25'10"E., a distance of 246.29 feet to a point on the Westerly right of way line of Belfort Road (Parcel "B", Official Records Volume 6238, page 1331, aforementioned); run thence Northerly, along said right of way line, as follows: first course, Northwesterly, along the arc of a curve, concave Southwesterly with a radius of 1,382.39 feet, an arc distance of 17.41 feet to the point of tangency of said curve, said arc being subtended by a chord bearing of N-22°36'18"W. and distance of 17.41 feet; second course N-22°57'57"W. a distance of 301.71 feet to a point of curvature; third course, Northwesterly, along the arc of a curve, concave Southwesterly with a radius of 50.00 feet, an arc distance of 78.54 feet to the point of beginning, said arc being subtended by a chord bearing of N-67°57'57"W. and distance of 70.71 feet. The land thus described contains 2.50 acres, more or less.

## EXHIBIT A

98/14/1996 21:29  
LINDSEYWOOD

784-44-2222  
ED-

MAYO / ST. LUKES HOSPITAL  
Book 8651 Pg 8914

# SOUTHPOINT

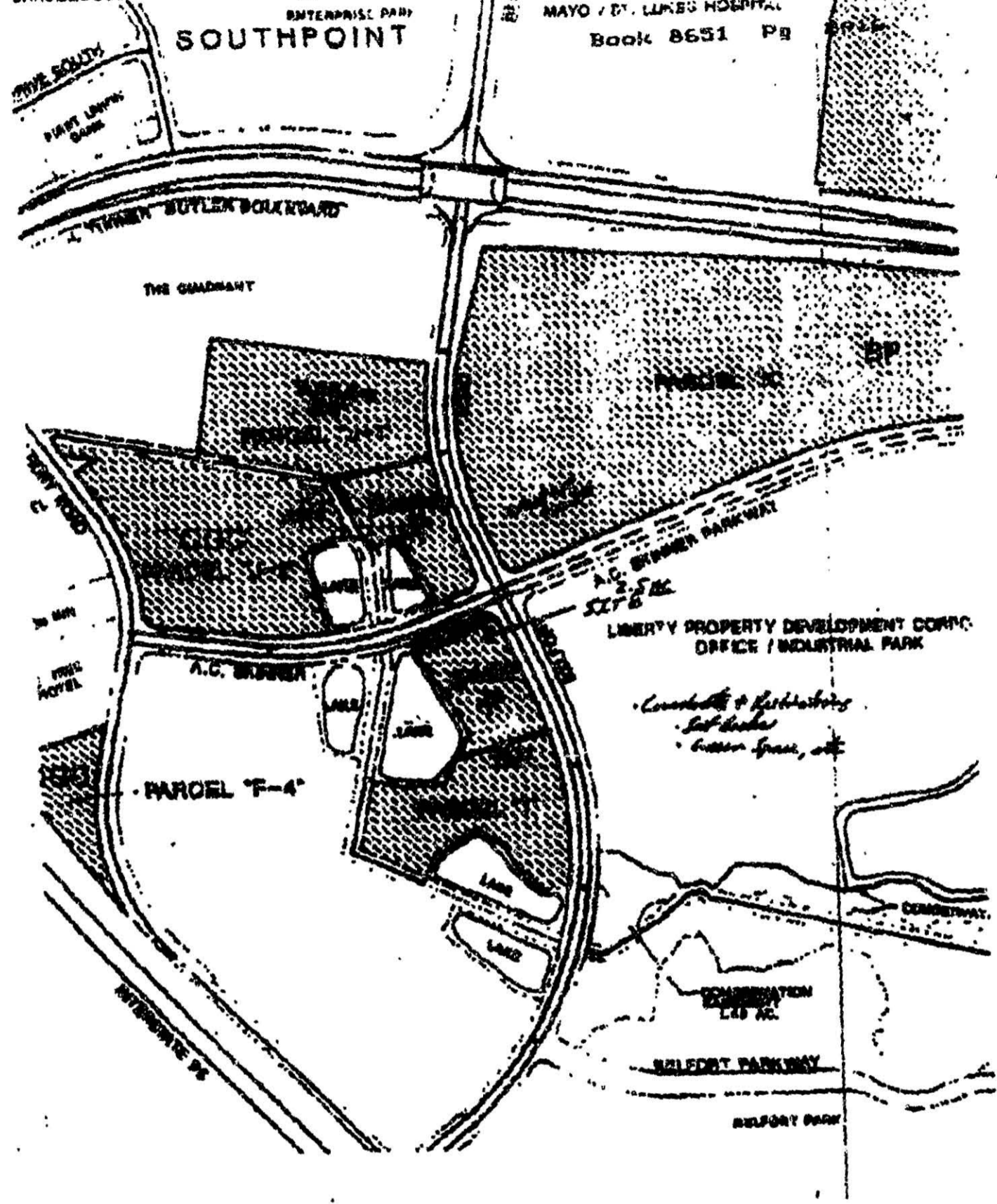


EXHIBIT "A" CONTINUED

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