

PUD OFF. REC. 554  
BOOK PAGE 554

RESOLUTION OF THE PLANNING AND ZONING  
AGENCY OF ST. JOHNS COUNTY,  
FLORIDA APPROVING A FINAL DEVELOPMENT PLAN  
FOR COMMERCIAL PARCEL SOUTH WITHIN THE  
SOUTHWOOD PLANNED UNIT DEVELOPMENT

WHEREAS, the Final Development Plan for COMMERCIAL PARCEL SOUTH within the Southwood Planned Unit Development has been fully considered after a public hearing pursuant to Section 8-3-2 of the St. Johns County Zoning Ordinance; and

WHEREAS, it is found that:

A. The request is consistent with the requirements of Section 8-3-2 of the Zoning Ordinance and with the requirements of PUD Ordinance 88-44 and;

B. The request is both consistent with the Comprehensive Plan and the approved Southwood Planned Unit Development and is compatible with development patterns in the surrounding area.

THEREFORE, BE IS RESOLVED BY THE PLANNING AND ZONING AGENCY OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. Pursuant to a request for approval of the Final Development Plan for Commercial Parcel South Planned Unit Development, made by Perry Robins, M.D., in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, the Final Development Plan attached hereto as Exhibits A through D relating to that portion of the PUD (the legal description of which is set forth as Exhibit A attached hereto) which is known as the south portion of the Southwood Planned Unit Development, is hereby approved in reliance upon, and in accordance with the representation and statements made therein and on the Final Development Plan Map, attached hereto as Exhibit B, and the Final Development Plan Text, attached hereto as Exhibit C, and the Applicable Covenants, Restrictions, and Easements attached hereto as Exhibit D, and based upon the above referenced findings which are hereby incorporated herein by reference.

Section 2. Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or special exception shall be prohibited. Furthermore, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resolution shall be enforced by the County under this Ordinance, except as is specifically provided for and described in the Ordinance or this incorporated PUD narrative.

Section 3. The Developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan until as Exhibit B until:

a. Submission to the Engineering Department of satisfactory evidence that all required state and federal permits have been obtained, including, but not limited to United States Army Corps of Engineers, Dredge and Fill Permit, St. Johns River Water Management District Storage of Surface Waters Permit, and Florida Department of Environmental Protection Water and Sewer Connection Permit;

b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance No. 90-11;

c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 96-40; and

d. Compliance with all other applicable land use and development regulations of St. Johns County.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution 97-011

ADOPTED BY ST. JOHNS COUNTY PLANNING AND ZONING AGENCY ON May 1, 1997.

PLANNING AND ZONING AGENCY  
OF ST. JOHNS COUNTY, FLORIDA

BY: D.L. Camp  
Its Chair

\_\_\_\_\_  
BY:

Exhibit A  
Legal Description

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A PORTION OF GOVERNMENT LOTS 5 & 9,  
SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST,  
ST. JOHNS COUNTY, FLORIDA

BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE  
SOUTH LINE OF SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-  
WAY LINE OF U.S. HIGHWAY NO. 1; THENCE N. 08.27.33" W. ALONG  
SAID EASTERLY RIGHT-OF-WAY LINE, 381.35' TO THE POINT OF BEGINNING;  
THENCE CONTINUE N. 08.27.33" W. 809.85'; THENCE N. 81.32.27" E. 390.15';  
THENCE S. 27.18.26" E. 231.74'; THENCE S. 15.46.05" E. 441.33';  
THENCE S. 17.28.48" E. 219.94'; THENCE S. 88.09.17" WEST, 559.37'  
TO THE POINT OF BEGINNING.

ABOVE DESCRIBED PROPERTY CONTAINS 9.38 ACRES MORE OR LESS

ALSO SUBJECT TO A PROPOSED DRAINAGE EASEMENT  
BEING MORE FULLY DESCRIBED AS FOLLOWS:

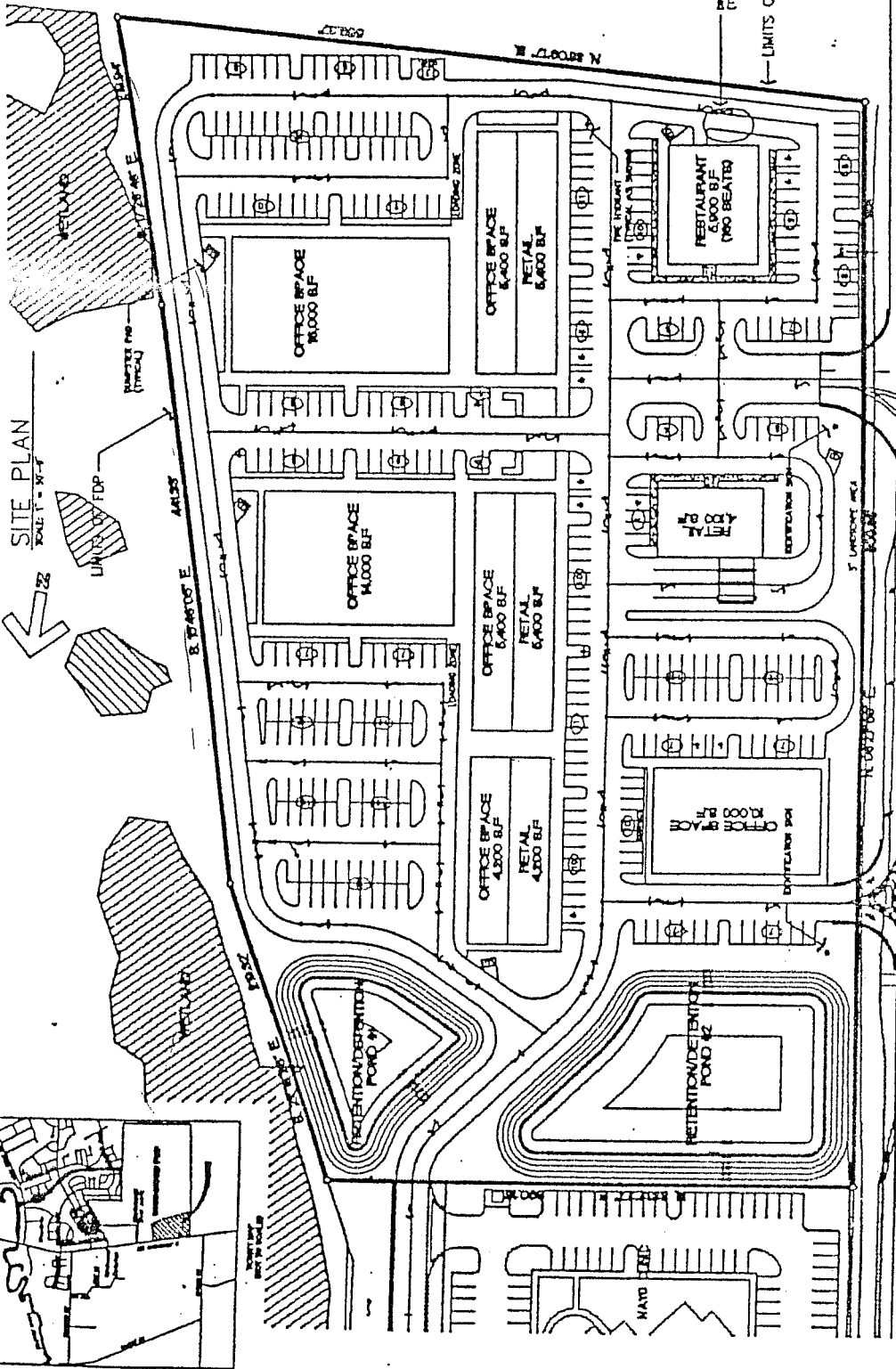
FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF  
SAID GOVERNMENT LOT 9 AND THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1;  
THENCE NORTH 08.27.33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE,  
1051.20' TO THE POINT OF BEGINNING; THENCE CONTINUE N. 08.27.33" W. 140.00';  
THENCE N. 81.32.27" E. 302.44'; THENCE S. 18.53.57" W. 157.63'; THENCE S. 81.32.27" W.  
239.05' TO THE POINT OF BEGINNING.

DATE	REVISIONS
11/17/77	REVISED PER ST. JOHN COUNTY COMMISSION
11/17/77	AS SHOWN
11/17/77	REVISED PER ST. JOHN COUNTY COMMISSION

TRANSPORTATION CONSULTING GROUP



DATE 12/78	DATE 12/78	DATE 12/78	DATE 12/78
CHANGED BY	CHANGED BY	CHANGED BY	CHANGED BY
NO.	NO.	NO.	NO.
DATE 12/78	DATE 12/78	DATE 12/78	DATE 12/78
NO.	NO.	NO.	NO.
DATE 12/78	DATE 12/78	DATE 12/78	DATE 12/78
NO.	NO.	NO.	NO.



U.S. 1 SOUTH

FINAL DEVELOPMENT PLAN MAP  
 EXHIBIT 'B'  
 TO THE RESOLUTION 07-  
 SOUTHWOOD COMMERCIAL  
 PARCEL SOUTH  
 ST. JOHN COUNTY  
 FLORIDA

NOTE: LANDSCAPING WILL BE IN ACCORDANCE WITH  
 ST. JOHN COUNTY REQUIREMENTS

**EXHIBIT C**  
**Final Development Plan Text**  
**COMMERCIAL PARCEL SOUTH**  
**BOOK K PAGE 558**  
**P.U.D. OFF. REC. 558**

Modern Properties of St. Augustine, Inc. (the Developer) hereby submits for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, a Final Development Plan for the remaining portion of the Southwood Planned Unit Development (Southwood PUD) Commercial Parcel located on U.S. One South (hereinafter the property), to be known as **COMMERCIAL PARCEL SOUTH** in St. Johns County, Florida. This Final Development Plan (FDP) consists of the Legal Description, identified as Exhibit A - Legal Description, the Final Development Plan Map, identified as Exhibit B - FDP Map, this written Text/Narrative, identified as Exhibit C - FDP Text, and the Applicable Covenants, Restrictions and Easements for Southwood PUD, identified as Exhibit D - Applicable Covenants, Restrictions, and Easements with only the relevant sections referenced to herein. All exhibits are to the Resolution adopting this Final Development Plan. This FDP is to allow for construction of the remaining 80,000 square feet of commercial/office space.

The parcel for this FDP is located wholly within the land zoned Planned Unit Development (PUD) pursuant to Ordinance 88-44, the Southwood PUD. It occupies the remaining portion of the Commercial Parcel and provides for development of the southern portion of the parcel (south of the Mayo Clinic Site) in accordance with the original PUD. In accordance with the Southwood PUD, this parcel may be used for all commercial uses permitted within the PUD, which includes those uses permitted and allowable by exception within the Commercial General (CG) zoning classification of the St. Johns County Zoning Code. The total size of the parcel is approximately 12.00 acres and this parcel is 9.38 acres.

Portions of Exhibit B, the FDP Map, are designated as "NOT A PART OF THIS FINAL DEVELOPMENT PLAN" and while these portions of the property are included within the overall legal description for this parcel of the Southwood PUD, they are not included within this Final Development Plan. These areas have been or will be included within other Final Development Plans, filed with St. Johns County.

Prior to commencement of land clearing, site preparation, or construction of improvements depicted on the FDP Map, the developer shall submit to the Public Works Department satisfactory evidence that all required state and federal permits have been obtained, including but not limited to:

- a. United States Army Corps of Engineers, Dredge and Fill Permit, St. Johns River Water Management District Storage of Surface Waters Permit, and Florida Department of Environmental Protection Water and Sewer Connection Permit;
- b. Obtain a land clearing permit pursuant to St. Johns County Ordinance No. 90 11;
- c. Obtain approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and

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d. Comply with all other applicable land use and development regulations of St. Johns County.

Except to the extent that they conflict with specific provisions of this Ordinance, all building code, zoning ordinance and other land use and development regulations of St. Johns County, including without limitation, any Concurrency Management Ordinances and the St. Johns County Comprehensive Plan, as may be amended from time to time shall be applicable to this development, except modification to approved development plans by variance or special exception shall be prohibited. Furthermore, no private land use covenant or restriction that may be incorporated into this Ordinance which is more strict than a particular Federal, State or County Statute, Ordinance, Regulation, Rule, or Resolution shall be enforced by the County under this ordinance, except as is specifically provided for and described in the Ordinance or this incorporated PUD narrative.

It is the Developers intent to comply with all landscaping requirements of St. Johns County. The Developer hereby reserves the right to slightly modify the FDP Map (Exhibit B), if necessary, in order to comply with or exceed the minimum landscaping requirements or to improve or add to the aesthetics of the landscape design. This project proposes to extend fire hydrant service to within 500' of the buildings, as depicted on Exhibit B, FDP Map. Dumpsters will be located in the areas shown on the FDP Map and shall be placed upon concrete pads and screened with either vegetation or fencing or a combination thereof.

Nothing contained in the Covenants, Restrictions and Easements shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Covenants, Restrictions and Easements which are specifically referenced herein and attached as Exhibit D, are incorporated by reference in this FDP, shall be made a part of this FDP and shall not be amended without approval of the Board of County Commissioners of St. Johns County, Florida.

#### 8-4-1 Density of Development

The total ground area occupied by office and commercial buildings and structures shall not exceed 35% of the total ground area. There will be a total of 80,000 square feet with 55,020 square feet of office space, 19,120 of retail space (including a bank with drive-thru facilities), 5,900 of restaurant (including the sale of alcoholic beverages for consumption on premises) in a total of eight (8) buildings, as well as associated parking, loading areas, and a retention area within the 9.38 acre tract. The impervious surface area will not exceed the 75% lot coverage standard set by the Southwood PUD (which is the mixed use area standard set by the St. Johns County Comprehensive Plan).

#### 8-4-2 Open Space

There is no common open space areas within this portion of the site, although there is a jurisdictional ditch and drainage easement provided for the entire development which is located near the northern end of the site adjacent to Commercial Parcel North (Mayo Clinic site). The other jurisdictional wetland areas are not within this FDP, however, they were identified within the Southwood PUD and have been included in other FDPs, including the wetland area east of this site, which serves as a buffer to the residential development. A twenty-five (25) foot (average) buffer will be maintained from the jurisdictional wetlands line as established by the St. Johns River Water Management District.

Access to the site from Southwood Lake Drive is provided by an easement which was delineated within the Commercial Parcel North FDP, approved by Resolution 96-174.

#### 8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria and Use Restriction

All development which is to occur on this tract will comply with the spirit and intent of the FDP. There will be eight (8) buildings within the FDP as shown on the FDP Map. The Southwood FDP stipulates that the uses for the property that are allowed are those uses allowable within the Commercial General (CG) zoning category and includes those uses allowable by exception. It should be noted that the Developer reserves the right to reclassify the distribution of space listed herein, provided the use meets those allowable within the Southwood FDP and all other regulatory requirements (specifically parking). In addition, the Developer reserves the right to build improvements in phases, provided the construction plans have been approved for the entire site.

The PUD provides for no front, side, or rear yard setbacks for the commercial development, no maximum lot coverage (although the 75% established by the Comprehensive Plan will be used), no minimum lot size and a maximum height of thirty-five (35) feet. A minor modification, Resolution 95-37, allowed for the jurisdictional wetland buffer along the east boundary of the Commercial Parcel, which is not a part of this FDP and is so labeled on the FDP Map, to function as the required buffer and screening and allowed the development of this parcel to be within the first phase.

Temporary construction trailers may be used within the undeveloped areas of the site during the construction period. The construction trailers may be relocated within the boundaries of the FDP. All temporary construction trailers must be removed within 30 days of receipt of a Certificate of Occupancy (CO) for the last building on the site. There will be two (2) pole signs associated with this parcel located at the entrance as indicated on the FDP Map (Exhibit B). These signs and their placement are permitted in accordance with all applicable St. Johns County Ordinance 95-37. The maximum allowable height to forty-five (45) feet. In addition, the Developer will be responsible for one (1) identification sign for each business (space) along the front of each building, in accordance with the County sign ordinance. The Developer will also provide information and direction signs throughout the site.

#### 8-4-4 Project Size

The total commercial parcel within the Southwood PUD consists of 12.00 acres. This FDP is for the remaining south portion of the site, which is 9.38 acres.

#### 8-4-5 Support Legal Documents for Open Space

Exhibit D, Applicable Covenants and Restrictions, contains those sections of the Covenants and Restrictions which are relevant to the maintenance responsibilities for the property. This list is attached as Exhibit D and is hereby made a part of this FDP. The Covenants and Restrictions shall assure adequate management and maintenance of all common areas encompassed by this FDP.

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a. Subsection (A) through (F) of Section 2 Grant of Non-Exclusive Easement: provides for ownership of the common properties by the Declarant (owner) and provides for non-exclusive easements for use to all present and future owners of the parcel or property.

b. Subsection 5.1 of Section 5 Use Restrictions: provides that the parcels of land herein governed by the Declarant (owner) are covered under the Covenants, Restrictions and Easements associated therewith, are limited to the uses described in Ordinance 88-44 which zoned the PUD.

c. Section 3 Maintenance and Operation of Easements: assigns responsibility for the maintenance and the management of the common property to the Declarant (owner).

d. Subsection 7.1 of Section 7 Miscellaneous Provisions: provides for enforcement of the provisions of these Covenants, Restrictions and Easements.

e. Section 3 Maintenance and Operation of Easements and Section 4 Lien for a Maintenance Costs: permits the subjection of the Parcel to an assessment for a proportionate share of all maintenance cost associated therewith.

8-4-6 Access

Access is depicted on the FDP Map, Exhibit B, which indicates that the development will be served by two (2) driveways along U.S. One South, as permitted by the Florida Department of Transportation (FDOT) and by Southwood Lake Drive via a parcel along the east of the Mayo Clinic site and contained within the Commercial Parcel North FDP.

8-4-7 Privacy

Visual and acoustical buffer areas will be provided for as set forth in the approved PUD, Ordinance 88-44, where required. The fifty (50) foot buffer between this site and the residential site to the east is wholly included within the FDP for Phase IA and is a part of Tract C Open Space and Lake within that FDP.

8-4-8 Community Facilities

a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County, therefore, the provision of subparagraph "a" are inapplicable. Water and sewer services will be provided by the St. Johns County Utility Department and connections and facilities will be included within the signed and sealed Construction Plans.

b. All requirements for off-street parking and loading, as set forth in Article 9 of the St. Johns County Zoning Ordinance are specifically addressed as follows:

9-1-1 Drainage

The overall drainage plan for the property is designed to prevent damage to adjoining parcels, public streets, and alleys. The overall system was included on the overall PUD approval and the Master Drainage Plan was



The proposed improvements are separated from adjoining land by a jurisdictional wetland. A minor modification allowed for this area to serve as the screening and eliminated the need for fencing along the eastern boundary of the Commercial Parcel.

**9-1-7 Screening**

The main lighting within the parcel will be overhead commercial lights, placed in accordance with Florida Power and Light standards.

**9-1-6 Lighting**

As shown on the FDP Map, all parking areas which will contain over ten (10) parking spaces have been designated by markings and are physically separated from the walkways, parking areas, roadways and adjacent areas. The handicapped spaces will be provided per code and shall be marked and marked appropriately.

**9-1-5 Marking of Parking Spaces**

As shown on the FDP Map, interior drives within the parking area shall be a minimum of twenty-four (24) feet wide, thus facilitating two-way traffic and 90 degree angle parking.

**9-1-4 Interior Drives**

There are three (3) entrances to the site, one from Southwood Lake Drive and the other two (2) from U.S. One South, as depicted on the FDP Map. The location and design of this entrances will be in accordance with County and FDOT specifications.

**9-1-3 Entrances and Exits**

Parking spaces will be physically separated from walkways by either landscaped areas, parking bumpers or curb and gutter.

**9-1-2 Separation from Walkway and Street**

designed and permitted with the SJRWMD in accordance with their rules and County Ordinance 86-4. Specific drainage plans for site construction will be consistent with these overall drainage plans, however, all necessary easements for drainage shall comply with the requirements of the new Paving and Drainage Ordinance 96-40. The detailed drainage plans, demonstrating compliance with the requirements of the ordinances and the St. Johns County Comprehensive Plan shall be included within the signed and sealed Construction Plans. These Construction Plans must be reviewed and approved by the St. Johns County Public Works Department prior to commencement of land clearing, site preparation or construction. All other requirements and necessary easements for drainage shall comply with the requirements of Ordinance 96-40.

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Karen M. Taylor, Land Planner, 3070 Harbor Drive, St. Augustine, FL 32095 (904) 826-0600

Prepared by:

e. All driveways constructed on the property shall meet or exceed County standards for minimum pavement width and construction standards as outlined in the St. Johns County Paving and Drainage Ordinance (Ordinance 88-4).

d. All utilities serving the property, including telephone, power, cable television, and sewer lines and water lines shall be installed underground. Drainage facilities are provided for within the lakes located near the northern end of the property, the center of the total commercial parcel. Specifics of the utility and drainage system shall be so provided within the signed and sealed construction plans. Fire protection will be provided by a fire hydrant system in accordance with County Fire Marshall and Utility Department requirements. Hydrants are indicated on the FDP Map.

c. The FDP Map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed for equipment and trucks such as fire fighting equipment, moving vans, garbage trucks, etc.

One (1) off-street loading space will be provided and maintained for each building in front of the building for which it is intended to serve.

### 9-4-1 Off-Street Loading Requirements

- Restaurant = est. 160 seats @ 1 sp/4 seats (20 employees) = 40
- plus 20 employees @ 1sp/2 employees = 10
- Retail = 19,120 sq. ft. @ 1 sp/150 sq. ft. (-10% storage) = 115
- Office = 55,020 sq. ft. @ 1 sp/500 sq. ft. = 110
- plus 183 employees @ 1 sp/2 employees = 92
- Total spaces needed = 354
- Total spaces provided = 360

Based upon the parking requirements set forth in Subsection 9-3-1 of the Zoning Code, the site will provide the following parking spaces, including handicapped spaces as indicated as follows:

### 9-3-1 Off-Street Parking Numbers Required

The required off-street parking facilities are located upon the parcel for which they are intended to serve.

### 9-2 Location

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Exhibit D  
Applicable Covenants, Restrictions and Easements  
Southwood Planned Unit Development

Referenced Sections of the Declaration of Covenants, Restrictions and Easements which are incorporated herein and attached herewith are as follows:

Section 2 Grant of Non-exclusive Easements

Section 3 Maintenance and Operation of Easements

Section 5 Use Restrictions

Section 7 Miscellaneous Provisions

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EXHIBIT D  
Applicable Covenants  
and Restrictions

This Instrument Prepared By:  
John D. Bailey, Jr.  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
M.F.P.M.

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

FOR SOUTHWOOD COMMERCIAL PROPERTIES

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Declaration") is executed this \_\_\_ day of \_\_\_, 1996, by MODERN PROPERTIES OF ST. AUGUSTINE, INC., formerly MODERN PROPERTIES OF ST. AUGUSTINE, INC., a Florida corporation, ("Declarant").

RECITALS

1. Declarant is the owner of certain real property located in St. Johns County, Florida, consisting of approximately nine (9) acres and more particularly described on Exhibit "A" attached hereto (the "Shopping Center Parcel").
2. Declarant intends to develop the Shopping Center Parcel as an integrated shopping center consisting of two (2) out parcels located adjacent to U.S. Highway 1 South (the "Out Parcels") and an anchor parcel containing one (1) or more anchor tenants (the "Declarant's Parcel").

3. Declarant has agreed to convey to Mayo Foundation for Medical Education and Research, a Minnesota not-for-profit corporation ("Mayo"), a two (2) acre parcel (the "Mayo Parcel") located adjacent to the Shopping Center Parcel on which Mayo intends to develop a medical clinic.

4. The Mayo Parcel and Shopping Center Parcel will initially be accessed by Southwood Lake Drive, a private road which lies north of and adjacent to the Mayo Parcel and is more particularly described on Exhibit "B" attached hereto (the "Entrance Road").

5. In connection with the development of the Shopping Center Parcel, Declarant will construct, from time to time, within the Shopping Center Parcel, certain driveways, access roads, entrances and sidewalks (collectively, the "Common Drives and Walkways") and a stormwater system, drainage retention ponds and outfalls as described hereinafter.

6. Declarant desires to place certain restrictions on the Shopping Center Parcel and Mayo Parcel and grant certain non-exclusive easements for the benefit of the Mayo Parcel, the Out Parcels and the Declarant's Parcel.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby declares and grants as follows:

1. RECITALS. The foregoing recitals are true and correct and incorporated herein by reference.

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2. Grant of Non-Exclusive Easements. Declarant hereby establishes, grants and conveys the following perpetual non-exclusive easements:

A. To Mayo, its successors and assigns, for the benefit of the Mayo Parcel, a non-exclusive easement for pedestrian and vehicular ingress and egress over and across all sidewalks, driveways, entrances and drives within the Entrance Road and over all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel.

B. To Mayo, its successors and assigns, for the benefit of the Mayo Parcel, a non-exclusive easement for drainage of surface waters and stormwaters over, across and through the designated stormwater system and facilities installed by Declarant within the Shopping Center Parcel, into the drainage retention area and outfall lying east of the Mayo Parcel and more particularly described on Exhibit "C" attached hereto (collectively, the "East Retention Area and Appurtenant Drainage Facilities").

C. To the owners of the Out Parcels and Declarant's Parcel, for the benefit of the Out Parcels and Declarant's Parcel, a non-exclusive easement for pedestrian and vehicular ingress and egress over and

across all sidewalks, driveways, entrances and drives within the Entrance Road and over all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel.

D. To the owners of the Out Parcels and Declarant's Parcel, a non-exclusive easement for drainage of surface waters and stormwaters over, across and through the designated stormwater system and facilities installed by Declarant within the Shopping Center Parcel into the retention pond and outfall located south of the Mayo Parcel, adjacent to U.S. Highway 1 South and more particularly described on Exhibit "D" attached hereto (collectively, the "West Retention Area and Appurtenant Drainage Facilities").

E. Declarant and its successors and assigns reserve the right to use the burdened portions of the Shopping Center Parcel in a manner that will not adversely interfere with the non-exclusive easements granted herein.

F. Declarant further reserves the right, without the consent of any other owner, to dedicate the Entrance Road to a Property Owners' Association or governmental entity.

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3. Maintenance and Operation of Easements. Following their initial construction, the owner of the Declarant's Parcel shall reasonably operate, maintain, repair and replace the Entrance Road, all Common Drives and Walkways within the Shopping Center Parcel, the East Retention Area and Appurtenant Drainage Facilities and West Retention Area and Appurtenant Drainage Facilities in good order and repair and in accordance with applicable laws, rules and regulations. Maintenance of the Entrance Road will be performed in common with other entities having use or ownership rights therein. Maintenance of the East and West Retention Areas and Appurtenant Drainage Facilities shall mean the exercise of practices which will allow such retention areas and appurtenant facilities to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the permits issued for the Shopping Center Parcel and Mayo Parcel by the St. Johns River Water Management District. Provided, the owners of the Mayo Parcel and Out Parcels shall contribute to the maintenance obligations of Declarant as follows:

A. In the event the Entrance Road is not dedicated to a governmental entity, the owner of the Mayo Parcel, shall pay and be responsible for ten percent (10%) of the reasonable costs of operating, maintaining, repairing or replacing the Entrance Road. The owner of the Mayo Parcel shall also pay and be responsible for a prorate

share of the reasonable costs of operating, maintaining, repairing or replacing the East Retention Area and Appurtenant Drainage Facilities based upon a ratio of the acreage of the Mayo Parcel to the overall acreage of all properties benefited by the East Retention Area and Appurtenant Drainage Facilities and for twenty percent (20%) of the reasonable cost of installing, operating, maintaining, repairing and replacing two (2) fountains to be installed by Declarant in the West Retention Area.

B. In the event the Entrance Road is not dedicated to a governmental entity, each owner(s) of an Out Parcel shall pay and be responsible for ten percent (10%) of the reasonable costs of operating, maintaining, repairing or replacing the Entrance Road. Each owner(s) shall also pay and be responsible for a prorate share of the reasonable costs of operating, maintaining, repairing and replacing all Common Drives and Walkways as may exist from time to time within the Shopping Center Parcel and the West Retention Area and Appurtenant Drainage Facilities, including the two (2) fountains installed within the West Retention Area, based on the ratio of the acreage of each Out Parcel to the overall acreage of the Shopping Center Parcel.

Mayo and the owners of the Out Parcels shall pay their

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proportionate share of such reasonable costs within twenty (20) days of written request therefore. If requested by Mayo and the owners of the Out Parcels, the owner of the Declarant's Parcel shall furnish reasonable evidence of such reasonable maintenance costs.

4. Lien for Maintenance Costs. The owner, from time to time, of the Declarant's Parcel is hereby granted a lien upon the Mayo Parcel and the Out Parcels to secure all sums due the owner of the Declarant's Parcel from the owners of the Mayo Parcel and Out Parcels under the terms of this Declaration. The lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments not paid by the due date at the rate of eighteen percent (18%) per annum, and all costs and expenses, including reasonable attorney's fees incurred at all levels of the proceedings, in enforcing the lien upon the Mayo Parcel or Out Parcels. The lien granted herein may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida and shall be effective from and after the time of recording in the public records of St. Johns County, Florida, of a Claim of Lien stating the description of the Mayo Parcel or Out Parcels, as the case may be, the name or names of the record owner(s), the amounts due and the date when due. The lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment of the sums secured by the lien, it shall be

satisfied of record. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of the Mayo Parcel or Out Parcels, or who may be given or acquire a mortgage, lien or other encumbrance thereon, are hereby placed on notice of the lien rights granted herein to the owner of the Declarant's Parcel and shall acquire such interest in the Mayo Parcel or Out Parcels expressly subject to such lien rights.

5. Use Restrictions.

5.1 The parcels comprising the Shopping Center Parcel may be used only for those uses and purposes authorized by the Planned Unit Development zoning classification approved for the Mayo Parcel and Shopping Center Parcel by St. Johns County, except that the following uses shall be prohibited on the Mayo Parcel and within the Shopping Center Parcel:

- A. Any medical offices or clinics in excess of 8,000 square feet, in the aggregate, other than dentists, orthodontists, optometrists and the medical clinic constructed on the Mayo Parcel;
- B. Movie theaters, except that cinema pubs containing no more than 6,000 square feet of floor space may be permitted;
- C. The sale of alcoholic beverages, except in conjunction with the service of food in a restaurant or in a cinema pub or in connection with the sale of

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- groceries by a retail supermarket or a specialty shop;
- D. Filling stations for gasoline, diesel fuel or gasohol;
- E. Convenience stores;
- F. Self-service laundries;
- G. Lounges or adult entertainment facilities;
- H. Commercial indoor recreational facilities such as pool halls; and
- I. Pawn shops.

5.2 A pharmacy may not be operated on the Mayo Parcel unless, on the date which is three (3) years after the recording of this Declaration, or on any date subsequent to said three (3) year period, no pharmacy is in operation within the Shopping Center Parcel, in which case the restriction contained in this section 6.2 shall terminate and be of no further force or effect.

6. Architectural Control.  
(To be included at the option of the Declarant to regulate development of the Out Parcels).

7. MISCELLANEOUS PROVISIONS.  
7.1 Enforcement of the provisions of this Declaration shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant, easement or restriction either to restrain the violation or to recover damages, or both. Such action may be undertaken by the Declarant or the owner or owners of the Mayo Parcel or Out Parcels. The prevailing

party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceedings.

7.2 No prior or present agreements or representations shall be binding upon the parties unless included in this Declaration. No modification or change in this Declaration shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

7.3 Any notice necessary under this Declaration shall be in writing and sent by U.S. or express mail or hand delivered to the parties at the last known address of the party and shall deemed given upon receipt.

7.4 The Section Headings in this Declaration are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Declaration or any of its provisions.

7.5 This Declaration shall be governed by the laws of the State of Florida.

7.6 The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

7.7 Invalidation of any one of the provisions of this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.



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7.8 Any failure of the Declarant, Mayo or the owner(s) of the Out Parcels, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

7.9 All rights reserved herein by the Declarant shall be fully assignable and transferable.

7.10 These covenants, restrictions, easements and maintenance obligations shall be easements and covenants running with the lands described herein and shall inure to the benefit of and be binding upon the owners of the burdened and benefitted lands and their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this \_\_\_ day of \_\_\_, 1996.

Signed, sealed and delivered  
in the presence of:

MODERN PROPERTIES OF ST.  
AUGUSTINE, INC., formerly ROBINS  
PROPERTIES OF ST. AUGUSTINE,  
INC.

Witness \_\_\_\_\_  
(type or print name)

BY: \_\_\_\_\_  
PERRY ROBINS, M.D.  
Its President  
530 First Avenue, St. 7-II  
New York, NY 10016

Witness \_\_\_\_\_  
(type or print name)