

RESOLUTION NUMBER 96- 174

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN FOR
SOUTHWOOD PLANNED UNIT DEVELOPMENT
COMMERCIAL PARCEL NORTH

WHEREAS, the Final Development Plan for Southwood Planned Unit Development - Commercial Parcel North 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 Ordinances 88-44 and

B. The request received a favorable review and recommendation by the Planning and Zoning Agency at its meeting on September 19, 1996; and

C. 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 IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. Pursuant to a request for approval of the Final Development Plan for the Commercial Parcel North within the Southwood Planned Unit Development (PUD) made by Perry Robins, M.D., Modern Properties of St. Augustine, Inc. in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, 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 on Exhibit A attached hereto) which is known as the Commercial Parcel North within the Southwood PUD, 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 in the Final Development Plan Written Text/Narrative, attached hereto as Exhibit C, and the Applicable Covenants and Restrictions, 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 varaince or 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 this Ordinance and the incorporated PUD and Final Development Plan narrative.

Section 3. The developer may not commence land clearing, site preparation or construction of any improvements shown on the Final Development Plan Map attached 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 Management and Storage of Surface Waters Permit and Florida Department of Environmental Regulation Water and Sewer Connection Permits;
- b. Issuance of a land clearing permit pursuant to St. Johns County Ordinance Number 90-11;
- c. Review and approval of signed and sealed construction plans by the St. Johns County Engineering Department in compliance with Ordinance 86-4; and
- d. Compliance with all other applicable land use and development regulations required by St. Johns County.

Section 4. All attachments included herein are incorporated herein and made a part of Resolution 96 -174.

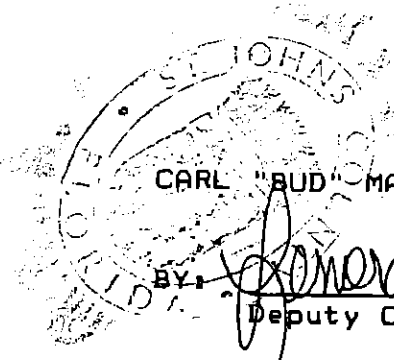
ADOPTED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS ON October 8, 1996.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: Donald Jordan
Its Chair Donald Jordan

CARL "BUD" MARKEL, CLERK

BY: [Signature]
Deputy Clerk



FINAL DEVELOPMENT PLAN

For

COMMERCIAL PARCEL NORTH
(A Portion of the Commercial Parcel)
Within the SOUTHWOOD PLANNED UNIT DEVELOPMENT

P.U.D. OFF. REC.
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EXHIBITS (To the Resolution)

- Exhibit A - Legal Description
- Exhibit B - Final Development Plan Map
- Exhibit C - Written Text/Narrative
- Exhibit D - Applicable Sections/Covenants and
Restrictions/Southwood Unit I

ATTACHMENTS (For Development Review)

Certificate of Concurrence
Resolution for the Board of County Commissioners

SUBMITTAL DATE:

July 16, 1996
Resubmittal - August 23, 1996

APPLICANT:

Perry Robins, M.D.
C/O Modern Properties of St. Augustine
4755 U.S. One South
201 Plaza South
St. Augustine, Florida 32086
(904) 794-1081

AGENT:

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

EXHIBIT A
Legal description

OF

A PORTION OF GOVERNMENT LOT'S 5 AND 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 NORTH 08°27'33" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 1191.20' TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08°27'33" WEST, 458.31'; THENCE NORTH 88°09'17" EAST, 600.00'; THENCE SOUTH 82°39'20" EAST, 25.98'; THENCE SOUTH 22°10'32" WEST, 149.82'; THENCE NORTH 81°02'46" WEST, 65.14'; THENCE NORTH 88°34'21" WEST, 110.51'; THENCE SOUTH 07°24'52" EAST, 231.01'; THENCE SOUTH 27°18'26" EAST, 64.15'; THENCE SOUTH 81°32'27" WEST, 390.15' TO THE POINT OF BEGINNING.

THIS DRAWING IS A PORTION OF A LARGER DRAWING
 A PORTION OF GOVERNMENT LOTS 5 AND 9,
 SECTION 18, TOWNSHIP 8 SOUTH, RANGE 30 EAST,
 ST. JOHNS COUNTY, FLORIDA.

REVISIONS FULLY DESCRIBED AT FOLLOWS:

1. SHOWS THE PROPOSED LAYOUT OF THE TRAIL AND THE LOCATION OF THE TRAILHEAD AT THE INTERSECTION OF SOUTHWOOD LAKE DRIVE AND M. BRIDGES DRIVE. THE TRAILHEAD IS TO BE LOCATED ON THE EAST SIDE OF SOUTHWOOD LAKE DRIVE, APPROXIMATELY 100 FEET FROM THE INTERSECTION. THE TRAIL IS TO BE 10 FEET WIDE AND TO FOLLOW THE COURSE OF THE EXISTING TRAIL TO THE SOUTHWOOD LAKE. THE TRAIL IS TO BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH IN THE CITY OF ST. JOHNS COUNTY, FLORIDA, ORDINANCE NO. 2002-10, AS AMENDED.

LEGEND:

- 1. EXISTING TRAIL
- 2. PROPOSED TRAIL
- 3. TRAILHEAD
- 4. TRAILHEAD SIGN
- 5. TRAILHEAD LIGHTING

NOTES:

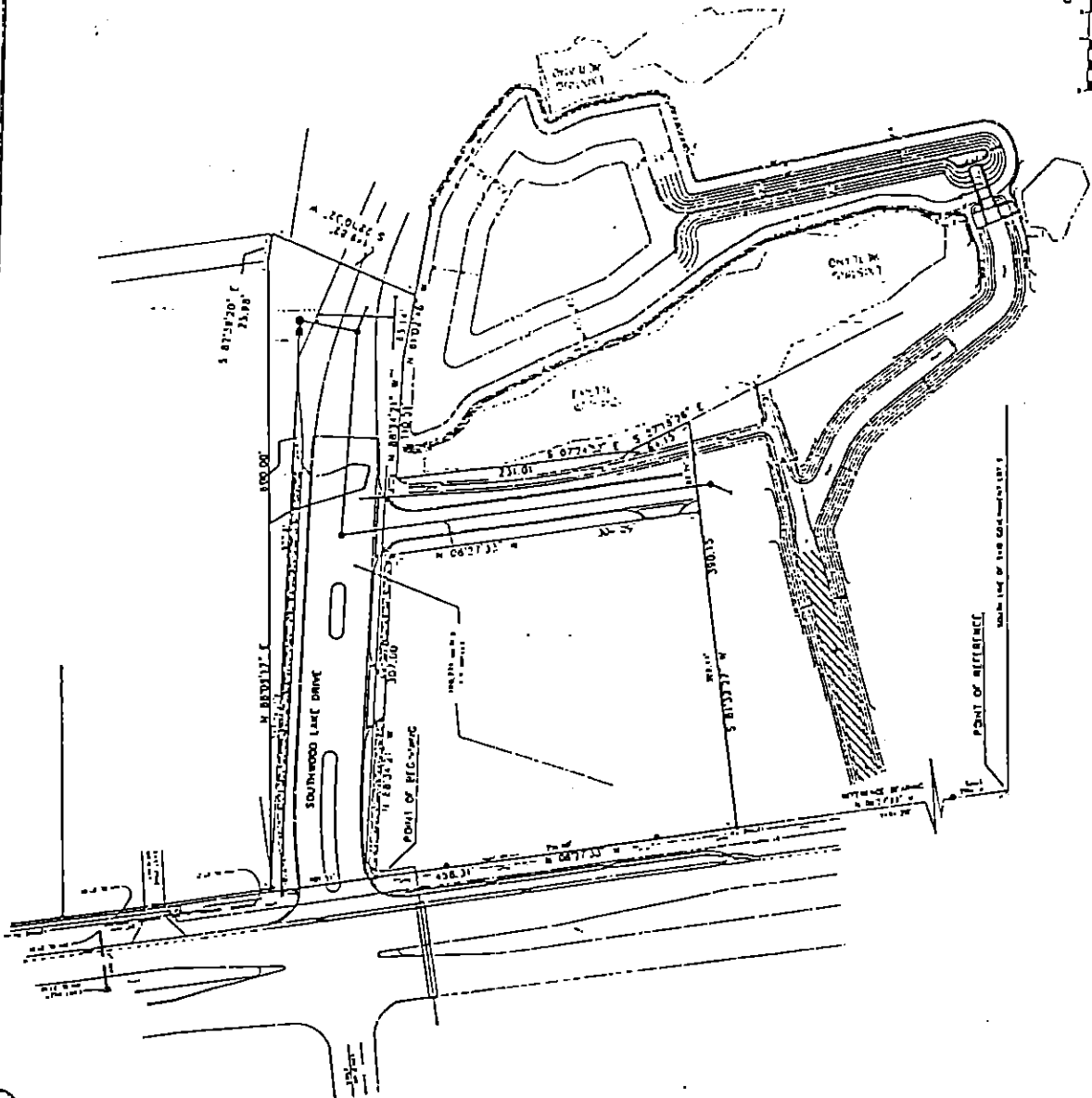
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BOOK J PAGE 508

THESE NOTES ARE SUBJECT TO THE CITY OF ST. JOHNS COUNTY, FLORIDA, ORDINANCE NO. 2002-10, AS AMENDED, WHICH GOVERNS THE DESIGN AND CONSTRUCTION OF TRAILS IN THE CITY OF ST. JOHNS COUNTY, FLORIDA.

BRANDT WILSON & ASSOCIATES
 PROFESSIONAL LAND SURVEYORS

1000 W. UNIVERSITY BLVD., SUITE 100
 GAITHERSBURG, MD 20878
 TEL: 301-281-1100 FAX: 301-281-1101
 WWW.BRANDTWILSON.COM

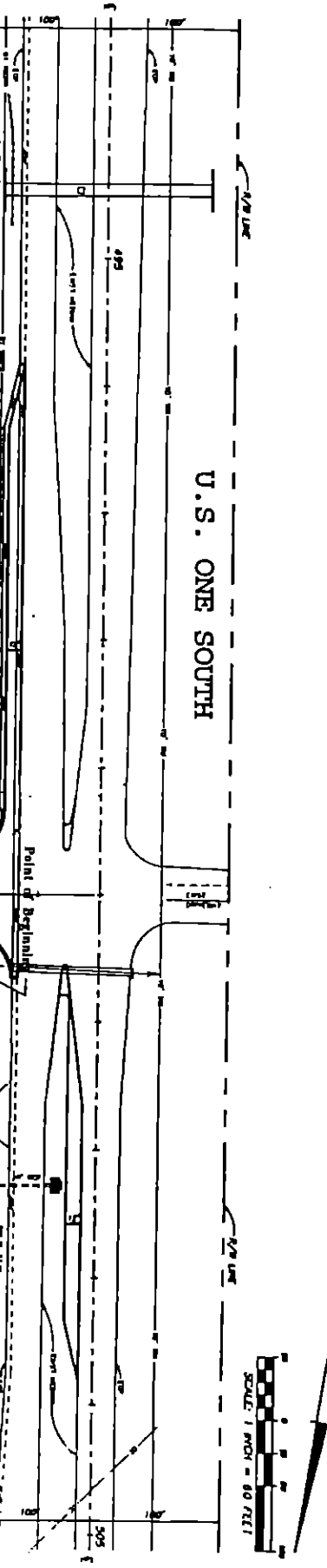
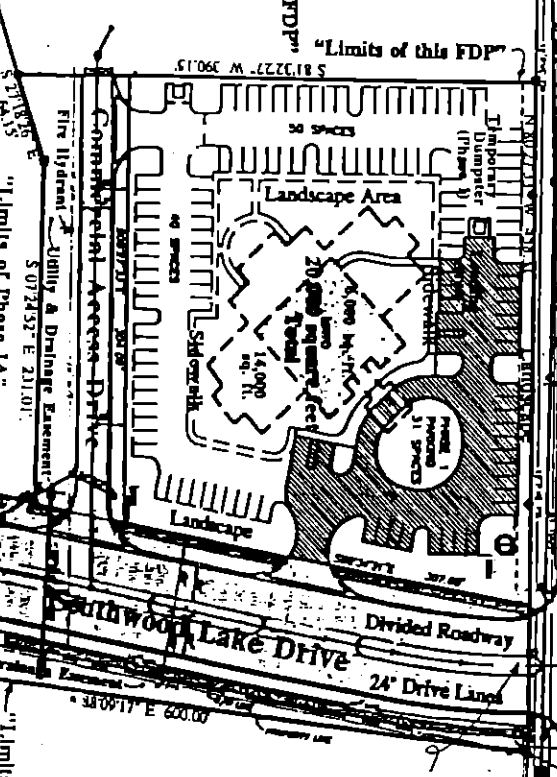
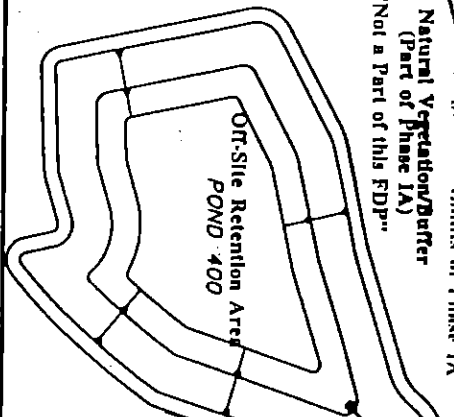
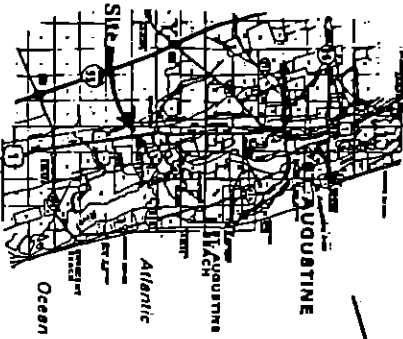
[Signature]
 PROJECT NO. 02-010
 DATE: 02/20/02



GRAPHIC SCALE
 1" = 100'

Sheet
 02-010

Vicinity Map



Final Development Plan Map
 Exhibit B to the Resolution 96-
COMMERCIAL PARCEL NORTH
 Within the SOUTHWOOD PUD

SCALE	1" = 60'
PROJECT NO.	
CADD Dwg. NO.	
DATE	Revised 11/11/06
SHEET NO.	

Mayo Clinic
 ST. JOHNS COUNTY FLORIDA

TRANSPORTATION CONSULTING GROUP
 1100 W. UNIVERSITY BLVD.
 SUITE 200
 AUSTIN, TEXAS 78701
 TEL: 512.476.1100
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 WWW.TCGROUP.COM

Kenneth T. Taylor
LAND PLANNER
 1100 W. UNIVERSITY BLVD., ST. AUGUSTINE, FLORIDA 32080
 TEL: 904.829.2222

EXHIBIT C
WRITTEN TEXT/NARRATIVE

P. U. D. OFF. REC.
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Modern Properties of St. Augustine, Inc. (the Developer) hereby submits, for approval by the St. Johns County Planning and Zoning Agency and the St. Johns County Board of County Commissioners, a Final Development Plan for a portion of the Southwood Planned Unit Development (Southwood PUD) Commercial Parcel located on U. S. Highway One (hereinafter the property). This Final Development Plan (FDP) consists of the Legal Description, identified as Exhibit A (Legal Description), a one-page site Final Development Plan Map, identified as Exhibit B (FDP Map), this Written Text/Narrative, identified as Exhibit C (Text) and those sections of the Covenants and Restrictions specifically incorporated into this Final Development Plan, which list is identified as Exhibit D (Applicable Covenants and Restrictions), with all Exhibits to the Resolution adopting this Final Development Plan. This Final Development Plan is to allow for construction of the south half of the entrance boulevard, an access road along the eastern boundary of the commercial site, and the north half of the commercial site.

The property is located wholly within the land zoned Planned Unit Development (PUD) pursuant to Ordinance 88-44. The property encompassed by this FDP is located with the Southwood PUD and occupies a portion of the Commercial designated site (hereinafter the Commercial Parcel) as shown on the approved Development Plan within the Southwood PUD. This parcel may be used for all commercial uses listed in the PUD which includes those uses permitted and allowable by exception within the Commercial General zoning classification of St. Johns County. The total size of this parcel is 4.04 acres, 1.04 acres to accommodate the main entrance road, and 3.0 acres (of the overall 10+ acre Commercial Parcel) to accommodate the Mayo Clinic.

It should be noted that the entrance road, Southwood Lake Drive, was also included in the Phase IA Final Development Plan, which included construction of the north two lanes of the roadway, only. This FDP supercedes that portion of the Phase IA FDP to allow for construction of the entire entrance roadway, including both the north and the south portions of the four-lane entrance road to the development and allows for adjusting the placement of the temporary sales trailer north of the roadway where it narrows from a four-lane roadway to a two-lane roadway, as shown on the FDP Map.

Portions of Exhibit C 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

of the Southwood PUD, they are not included within this Final Development Plan. These areas will, however, be contained within subsequent Final Development Plans to be filed with St. Johns County.

Prior to commencement of land clearing, site preparation, or construction of any 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 State Army Corps of Engineers, Dredge and Fill Permit, St. Johns River Water Management District Management and Storage of Surface Waters Permit, and Florida Department of Environmental Protection Water and Sewer Connection Permits;

(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

(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 Concurrence 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 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 this Ordinance and the incorporated PUD and Final Development Plan narrative.

Unless the Board of County Commissioners demonstrates that compliance with the land development regulations is essential to the public health, safety or welfare, nothing in this section shall be deemed to: (a) supersede any applicable "grandfathering" or "vested rights" provisions contained in Florida Law or that may be provided in any such future building code, zoning ordinance or other land use and

development regulations; or (b) supersede any concurrency certificate or concurrency exemption determination made by the Concurrency Review Committee or the Board as such may be limited at the time of issuance. Furthermore, nothing in this section shall be deemed to constitute a waiver of the applicant's rights to contest application of any such building code, zoning ordinance or other land development regulations as applied to this development under the Florida or United States constitutions.

It is the applicants intent to comply with all landscaping requirements of St. Johns County. The applicant hereby reserves the right to slightly modify the FDP Map (Exhibit B) if necessary, in order to comply with the 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 building, as depicted on Exhibit B, FDP Map. A temporary dumpster (as shown on the FDP Map) which will be located upon a concrete pad and screened with vegetation, will remain until construction of the second phase of building, at which time a permanent dumpster will be installed in accordance with the same guidelines.

Nothing contained in the Covenants and Restrictions 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 relplats under Section 177.071 of the Florida Statutes). Those sections of the Covenants and Restrictions which are specifically referenced herein and attached as Exhibit D, are incorporated by reference in the FDP, shall be made a part of the FDP and shall not be amended without approval of the Board of County Commissioners of St. Johns County.

8-4-1 Density of Development

The commercial portion of the site will be occupied by a 20,000 square foot medical office building, which equates to 20% building coverage within the 2.29 acres. There will be a total of 140,156 square feet (73%) of impervious surface (building, sidewalks and parking lots and roadways), within the total 4.04 acres (190,771 square feet), which equates to the 2.29 acre Mayo site (99,939 square feet) @ 63% (60,860 square feet of building, sidewalk, parking lot), the .71 acre Access Drive (30,928 square feet) @ 27% (8,447 square feet of road), and the 1.04 acres for Southwood Lake Drive (45,302 square feet) @ 78% (39,905 of road and sidewalk).

8-4-2 Open Space

The Map depicts one area within this property to be used as community open space for the common use of residents of the development. This common area, Tract D - Open Space, Buffer and Utilities was provided for within the original PUD and is a portion of Tract D within the Phase IA FDP. Every owner within the FDP is guaranteed the right to the use of and easement of enjoyment in and to the Common Areas for the overall PUD, which are to be constructed, owned and maintained by the Homeowners Association. No residential, commercial or industrial use (except for a temporary sales and/or construction trailer, shall be allowed to encroach upon the open space area.

In addition, surrounding areas of jurisdictional wetlands to be preserved have been addressed in the overall PUD and within the final development plans for other areas of the site. A jurisdictional ditch at the center of the overall Commercial site, has received appropriate permits with regard to its use and an easement if being provided for within the Construction Plan submittal.

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

All development which is to occur in this Commercial Parcel will comply with the spirit and intent of the PUD. A 20,000 square foot medical office building with 121 parking spaces is planned within this FDP, as shown on the FDP Map. Initial construction, however, will consist of 6,000 square feet and 31 parking spaces. The PUD stipulates that the uses for the property that are allowed are those which are allowable within the Commercial General (CG) zoning classification for St. Johns County. This FDP is for the construction of a medical office/clinic, including an access roadway along the east side of the property which provides access for this building and any future commercial development to the south, and to allow construction of all four (4) lanes of Southwood Lake Drive and provide access to this Commercial Parcel.

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 this 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.

A temporary construction trailer may be used within this area of the Commercial Parcel during the construction period, which shall be allowed to remain up to twenty-four (24) month from the date of approval of this Final Development plan and must be removed from the site within thirty (30) days of completion of construction.

There will be two (2) signs associated with this portion of the Commercial Parcel. These signs will be located in the two (2) locations shown on the FDP Map. These signs will be designed and permitted in accordance with all applicable St. Johns County Ordinances.

8-4-4 Project Size

The total Commercial Parcel consists of approximately 10.0 acres. This FDP is for the northernmost building parcel, access road and south half of Southwood Lake Drive for a total of 4.04 acres, the actual portion of the commercial parcel is 2.29 acres.

8-4-5 Support Legal Documents for Open Space

Exhibit D, Applicable Covenants and Restrictions, contains those sections of the Covenants and Restrictions, Articles of Incorporation and Bylaws of the Southwood Unit 1 Homeowners Association, to be recorded within the public records of St. Johns County, assure adequate management and maintenance of all open space areas within the PUD (the main roadway and Tract D, which are shaded on the FDP Map). The commercial portion of the site will be owned and maintained by the applicant, his successors and assigns.

(a) Article II, Sections 2.1 and 2.3: Provides the developer shall convey the roads and other common areas to the Association, grants to every lot owner a non-exclusive right and easement in the enjoyment in said common areas which shall be appurtenant to and pass with the title to every lot, and grants the Association the right to promulgate rules and regulations and impose limitations concerning the use of the common areas. The aforesaid conveyance of said common areas shall be subject to the Association's right to charge reasonable fees for the use of any recreational facility situated upon the common areas.

(b) Article III, Sections 3.1 and 3.2: Provides for the establishment of an Architectural Control Committee and grants the committee the right to draft rules and regulations relative to the Architectural integrity of the development.

(c) Article VI, Section 6.4: Provides that the Association shall have the exclusive management and control of the common areas and all improvements, fixtures and equipment located thereon.

(d) Article VI, Section 6.5, Article IX, Section 9.1: Gives the Developer, the Association, and every lot owner, the right to enforce all restrictions, rules, regulations, conditions and easements imposed by the Declaration of Restrictive Covenants, Articles of Incorporation and Bylaws.

(e) Article VI, Section 6.1: Grants the Association the right to levy annual and special assessments against the lots situated within the Southwood PUD.

8-4-6 Access

Access is depicted on the FDP Map, Exhibit B, which indicates that Southwood Lake Drive (a privately owned and maintained roadway) will serve to access the development and that the entrance and exit to this portion of the Commercial Parcel is limited to two (2) locations from Southwood Lake Drive, in accordance with the PUD.

8-4-7 Privacy

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

8-4-8 Community Facilities

Community facilities within this FDP parcel include those along the main roadway, Southwood Lake Drive, and the access road, which shall be constructed as a part of this FDP and includes the sidewalks, landscaping and entrance signage.

(a) Except for the lift station and force main sewer, and water main distribution facilities, none of the utility facilities (ie: gravity collection, sewer main) are proposed for dedication to St. Johns County.

(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 abutting parcels, public streets, and alleys. This system was included on the FDP Map for Phase IA. Specific drainage plans for site construction will be consistent with the overall drainage plan and all necessary easements for drainage shall comply with the requirements of Ordinance 86-4. These detailed drainage plans, demonstrating compliance with the requirements of Ordinance 86-4 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.

9-1-2 Separation from Walkway and Street

Parking spaces will be physically separated from walkways by either landscaped areas, parking bumpers or curb and gutter. The sidewalk for the main roadway, Southwood Lake Drive, will be constructed along both sides of the roadway as a part of this FDP.

9-1-3 Entrances and Exits

The location of the entrances/exits are depicted on the FDP Map. These entrances/exits will be designed in accordance with County requirements and detailed on the Construction Plans.

9-1-4 Interior Drives

As shown on the FDP Map, interior drives within the offstreet parking area will be a minimum of 24 feet wide, allowing for two-way traffic and ninety (90) degree angle parking.

9-1-5 Marking of Parking Spaces

As shown on the FDP Map, all parking areas which consist of more than ten (10) spaces have been designated by markings and are physically separated from the walkways, parking areas, roadways, and structures. The total number of handicap and standard parking spaces shall, at a minimum, meet the total numbers required by St. Johns County.

9-1-6 Lighting

Lighting within the parcel will be provided and placed in accordance with Florida Power & Light standards.

9-1-7 Screening

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.

9-2 Location

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

9-3-1 Off-Street Parking Numbers Required

As shown on the FDP Map, the required off-street parking facilities are provided in accordance with the parking requirements set forth in the St. Johns County Zoning Ordinance, specifically: one (1) space per doctor plus one (1) space per each two (2) employees, not to exceed seven spaces per doctor. Therefore, this FDP provides for 20,000 square feet of medical office space with 121 parking spaces, which would accommodate a maximum of 17 doctors.

9-4-1 Off-Street Loading Requirements

As shown on the FDP Map, one (1) off-street loading space is provided and will be maintained within the Commercial Parcel.

(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. Fire hydrant locations are shown on the FDP Map.

(d) All utilities serving the property, including telephone, power, cable television, sewer lines and water lines shall be installed underground. Capacity has been verified by the supplier. Water and sewer lines shall be located within the right-of-way of the roads. Drainage facilities are provided for within the lake located on Tract C of the Phase IA Final Development Plan and will be detailed on the Construction Plans.

(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.

8-4-9 Temporary Uses

The applicant may erect a Temporary Sales/Construction Office at the south side of the major entrance road as indicated on the FDP Map. This temporary office may be a modular building and may be allowed to remain on the site throughout the duration of sales on Phase IA and Phase IB. This temporary office must meet all parking, access and landscape requirements of St. Johns County.

8-4-10 Signage

Signage shall consist of two (2) entrance signs incorporated within a "wall" at the main entrance. These entrance signs will conform to all County standards and will be no more than forty (40) square feet in size and will stand no higher than eight (8) feet from the ground elevation. Lighting shall be provided, which shall be directed on the sign and away from the view of traffic.

As shown on the FDP Map, two (2) commercial parcel signs, one (1) at the intersection of U.S. Highway One and Southwood Park Drive and one at the entrance to the access road, along the eastern side of the commercial parcel will be permitted. These signs will conform to the St. Johns County Sign Ordinance requirements.

In addition, street signs and directional signs shall be installed at all appropriate locations within the development, as will "sales" signage which will only be seen from within the development. However, one (1) sales sign, no larger than forty (40) square feet in size and no higher than eight (8) feet in height, shall be allowed at the temporary sales office just south of the main entrance. This sales sign shall be allowed to remain for the duration of the sales office.

Prepared by: Karen M. Taylor, Land Planner
3070 Harbor Drive, St. Augustine, Florida 32095

Exhibit D

Applicable Sections
Declaration of Covenants and Restrictions
For Southwood Unit I Homeowners Association

Article II, Sections 2.1. and 2.3
Article III, Sections 3.1 and 3.2
Article VI, Sections 6.1, 6.4 and 6.5
Article IX, Section 9.1

P.U.D. OFF. REC
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1.11 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

ARTICLE II

PROPERTY RIGHTS

2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.

(e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

2.2 Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

2.3 Conveyance of Common Property. The Declarant shall convey the Common Property to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance.

The Declarant may reserve certain rights to itself for use of the Common Property which are not adverse to the Owners.

ARTICLE III
ARCHITECTURAL CONTROL

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3.1 No buildings or structures, including docks and bulkheads, dune walkovers, fences, mailboxes, walls, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Declarant, in its sole discretion, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within thirty (30) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

At such time as the Declarant ceases to be a Class B member of the Association, the members of the Architectural Control Committee shall be appointed by the Board of Directors of the Association.

3.2 The Architectural Control Committee (hereinafter "ARC") shall have the following powers and duties:

(1) To draft and adapt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding

the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.

(2) To require submission to the ARC of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme, docks or bulkheads ("Proposed Improvement") the construction or placement of which is proposed upon any Lot or Property, together with a copy of any building permits which may be required. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the ARC.

(3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the ARC by the Declarant, any party aggrieved by a decision of the ARC shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. Provided, however, during the time the Declarant is a Class B Member determination by the ARC shall be final.

(4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This

evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARC, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARC, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARC.

(6) In addition, any Owner making or causing to be made any Proposed Improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARC, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.

(7) The ARC is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

6.4 The Association shall manage and maintain the Common Property, including but not limited to those parcels dedicated to the Association by the subdivision plat of the Property and the surface and stormwater management systems serving the Property.

6.5 The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

6.6 The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or privilege granted herein.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENT

7.1 Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of his deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

7.2 The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property, and for the improvement and maintenance of all common roads, Common Property, landscaped areas and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, for the administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

7.3 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.

7.4 The annual assessments authorized herein shall commence on December 1, 1994. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any Lots which it owns, shall not be liable for assessments so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole

proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII

EASEMENTS

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8.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in and to, a five foot (5') strip of land located parallel to and along all side and rear lot lines and a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable television lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

ARTICLE IX

GENERAL PROVISIONS

9.1 Enforcement of these restrictions by the Declarant or any Lot Owner shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant

or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.

9.2 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.

9.3 Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

9.4 Any failure of the Declarant, the Association or Lot Owners, 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.

9.5 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional Lots may be developed and make same subject to this Declaration without the joinder or consent of any Lot Owner, the Association, the holder of a mortgage or lien affecting the Property or any other person. The Owners of Lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original Lot Owners.

9.6 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all Lots have been sold, whichever is later.

9.7 Any amendment to the Covenants and Restrictions which alters the surface water or stormwater management system,

STATE OF FLORIDA

COUNTY OF ST. JOHNS

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I, CARL "BUD" MARKEL, CLERK OF THE CIRCUIT COURT, Ex-officio, Clerk of the Board of County Commissioners of St. Johns County, Florida,

DO HEREBY CERTIFY that the foregoing is a true and correct copy of the following:

RESOLUTION NO. 96-174

Adopted by the Board of County Commissioners of St. Johns County, Florida, at a regular meeting of said Board on October 8, 1996.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLORIDA
96 OCT 11 PM 2:06
Bud "Bud" Markel
CLERK OF CIRCUIT COURT

as the same appears of record in the office of the Clerk of the Circuit Court of St. Johns County, Florida, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal of office this 10th day of October, 1996.

CARL "BUD" MARKEL,
CLERK OF THE CIRCUIT COURT
Ex-officio Clerk of the Board of County
Commissioners of St. Johns County, Florida

By: Lenora Jo Newsome
Lenora Jo Newsome, Deputy Clerk

