

**Proposed Deed Restrictions
8880 A1A South St. Augustine, FL 32080**

The sale shall be subject to the following deed restrictions. This is a draft meant to convey the general intent of said deed restrictions. Seller shall provide Buyer with final copy within 10 days after the effective date

1. Purpose

The purpose of this Restrictive Covenant (“Covenant”) is to preserve the Property for neighborhood-serving, family-friendly, low-impact uses compatible with a residential coastal community, while allowing economically viable and adaptable uses over time.

2. Property

This Covenant burdens the real property located at 8880 A1A South, St. Augustine, Florida 32080, and legally described as [insert legal description] (“Property”).

3. Permitted Uses

Except as otherwise expressly provided herein, the Property may be used for the following general categories of use:

- Neighborhood convenience store
- Grocery, specialty food, deli, bakery, coffee shop
- Ice cream or dessert retail
- Bicycle, beach, or recreational retail or rental
- Bona fide restaurant, including a restaurant with an incidental bar
- Professional or personal services (office, medical, wellness, tutoring)
- Parking, open-lot, or vehicular staging use
- Other low-impact, family-oriented retail or service uses compatible with a residential area

3.5 Residential Use Permitted (Safe Harbor)

Notwithstanding any other provision of this Covenant, use of the Property for residential purposes, whether single-family or multi-family, shall be permitted if and to the extent allowed by applicable zoning and land-use regulations.

Residential use shall not be deemed inconsistent with this Covenant solely because commercial uses are otherwise contemplated herein.

3.6 Live Music, Outdoor Use & Events Permitted

Live music, outdoor seating, outdoor dining, and outdoor events are expressly permitted uses of the

Property, provided such activities comply with applicable noise ordinances, permitting requirements, and other regulations imposed by governmental authorities having jurisdiction, including but not limited to St. Johns County.

Nothing in this Covenant shall be construed to prohibit outdoor gatherings, temporary events, or live or amplified music that is otherwise lawfully permitted.

3.7 Vehicle Charging Stations Permitted

Vehicle charging stations, including electric vehicle (EV) charging stations and related equipment, are expressly permitted, whether as a principal or accessory use, provided they comply with applicable zoning, permitting, safety, and utility requirements.

Vehicle charging stations shall not be deemed a prohibited fuel use under this Covenant.

3.8 Parking, Open-Lot & Adaptive Use

Use of the Property for parking, open-lot use, or vehicular staging, whether temporary or permanent, is expressly permitted if allowed by applicable law, with or without the presence of buildings or structures.

In the event that improvements on the Property are damaged or destroyed by storm, flood, erosion, sea-level rise, or other casualty, nothing in this Covenant shall require reconstruction or restrict lawful non-building uses of the Property, including parking or open-space use.

4. Prohibited Uses

The following uses are expressly prohibited, whether as a principal, accessory, temporary, or ancillary use, and whether physical or digital, regardless of legality under state or local law:

A. Adult Content & Sexualized Uses

- Pornography or sexually explicit materials (sale, display, streaming, or access)
- Adult bookstores, video stores, novelty shops, arcades, or peep shows
- Sex clubs, escort services, or similar adult-oriented establishments
- Massage or bodywork establishments not licensed for legitimate therapeutic purposes

B. Gambling, Games of Chance & Lottery

- Gambling or wagering of any kind (digital or physical)
- Sports betting operations or kiosks
- Casino-style gaming, card rooms, sweepstakes cafes
- Internet gambling terminals or simulated gaming devices
- Sale or redemption of lottery tickets, scratch-offs, pull-tabs, or similar games of chance

C. Intoxicants & Controlled Substances

- Vape shops, smoke shops, or head shops

- Sale of THC, Delta-8, Delta-9, synthetic cannabinoids, kratom, or similar substances
- Cannabis dispensaries, medical marijuana treatment centers, or related uses
- Sale of drug paraphernalia

D. Alcohol Sales & Restaurant Use

Alcoholic beverage service shall be permitted only as an incidental component of a bona fide restaurant.

A “bona fide restaurant” means an establishment that:

- Is open to the public for seated dining,
- Maintains a full food service menu during all hours of alcohol service, and
- Is licensed by the State of Florida as a restaurant rather than as a bar, tavern, lounge, or nightclub.

The following are expressly prohibited:

- Stand-alone bars, taverns, lounges, or nightclubs
- Liquor stores or package stores
- Alcohol-primary businesses
- Drive-through alcohol service
- Sale of single-serve or miniature alcohol bottles for off-premises consumption

E. Fuel, Environmental & High-Impact Uses

- Gasoline or diesel fuel sales
- Installation or use of underground or above-ground fuel storage tanks
- Vehicle fueling stations
- Hazardous material storage or processing
- Automotive repair, body work, detailing, towing, or similar uses

F. Evasion Clause

Any use substantially similar to, or intended to circumvent, the foregoing prohibitions — whether by name, branding, business model, or technological means — shall be deemed a prohibited use.

5. Enforcement

This Covenant may be enforced by the Grantor and its successors and assigns, by any adjacent property owner within 2,000 feet of the Property, or by any other party expressly granted enforcement rights herein, through injunctive relief or other lawful remedies.

6. Duration

This Covenant shall run with the land for thirty (30) years from the date of recording and shall automatically renew for successive ten-year terms unless terminated by a written instrument recorded in the Official Records of St. Johns County, Florida, executed by the then-current owner.

7. Amendment & Clarification (Grantor-Reserved; Time-Limited)

Grantor reserves the right, for a period of ten (10) years from the date of recording, to amend or clarify this Covenant by written instrument recorded in the Official Records of St. Johns County, Florida, provided that no such amendment shall permit any use expressly prohibited herein as of the date of recording.

Such amendments shall not require the consent of third parties granted enforcement rights herein.

8. Severability

If any provision of this Covenant is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.