

Record and return:

D.R. Repass

111 Solana Rd Ste B

RESTRICTIVE COVENANT

Ponte Vedra Bch, FL 32082

#1 THIS RESTRICTIVE COVENANT is made this 8th day of December, 2017 by Vasily N Ivanov and Olga L Ivanov at 5044 Monroe Forest Dr., Victoria J MacCallum and Stephen L Clark at 5050 Monroe Forest Dr., Derek E Joyner and Laurie A Joyner at 5056 Monroe Forest Dr. and Paul Z Metlin and Jill S Metlin at 5062 Monroe Forest Dr., all within Jacksonville, FL 32257 (collectively the "Residents"), in favor of and for the benefit of Shellie Road Investors, LLC, a Florida limited liability company and Owners Association of Shellie Road, Inc., a Florida corporation.

WITNESSETH:

#2 WHEREAS, Shellie Road Investors, LLC has agreed to convey certain portions of that certain real property in Duval County, Florida, more particularly described in Exhibit "A" attached hereto and incorporated by this reference (the "Property") to the Residents individually;

WHEREAS, each above Resident grants this Restrictive Covenant in favor of one another and in favor of Shellie Road Investors, LLC and the Owners Association of Shellie Road, Inc.; and

WHEREAS, Shellie Road Investors, LLC conveyed the Property to the Residents with the condition that the Property be preserved in its natural condition in perpetuity;

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, each of the above Residents hereby voluntarily grants and conveys to each other, Shellie Road Investors, LLC, and the Owners Association of Shellie Road, Inc. to be bound by this Restrictive Covenant in

perpetuity over the Property of the nature and character and to the extent hereinafter set forth (the "Restrictive Covenant"). Each of the above residents fully warrants title to said Property, and will warrant and defend the same against the lawful claims of all persons whomsoever.

1. Purpose. The purpose of this Restrictive Covenant is to assure that the Property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere or is with the environmental value of the Property.

2. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this will be is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

(a) Construction or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground. The only exception would be if the need arose to fence the northern boundaries or the west boundary of the Metlin parcel only.

(b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials.

(c) Removing or destroying trees, shrubs, or other vegetation.

(d) Excavating, dredging or removing loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.

(e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

(g) Acts or uses detrimental to such retention of land or water areas.

(h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

3. Reserved Rights. Each of the above residents reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property, that are not expressly prohibited herein and are not inconsistent with the purpose of this Restrictive Covenant. Rights include planting of native vegetation to increase the natural barrier.

4. Rights of each resident above. To accomplish the purposes stated herein, each resident above conveys the following rights to the other residents above, Shellie Road Investors, LLC, and the Owners Association of Shellie Road, Inc.:

(a) To inspect the Property in a reasonable manner and at reasonable times to determine if each individual resident or its successors and assigns are complying with the covenants and prohibitions contained in this Restrictive Covenant.

(b) To proceed at law or in equity to enforce the provisions of this Restrictive Covenant, and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Restrictive Covenant.

5. Each Residents Discretion. Each Resident and/or Shellie Road Investors, LLC and/or Owners Association of Shellie Road, Inc. may enforce the terms of this Restrictive Covenant at its discretion, but if a Resident breaches any term of this Restrictive Covenant and all or any of the above remaining Residents do not exercise its rights under this Conservation Easement, any of the above Residents forbearance shall not be construed to be a waiver by any of the above Residents of such term, or of any subsequent breach of the same, or any other term of this Restrictive Covenant, or of any of the residents' rights under this Restrictive Covenant. No delay or omission by any resident, Shellie Road Investors, LLC, or Owners Association of Shellie Road, Inc. in the exercise of any right or remedy upon any breach by any resident shall impair such right or remedy or be construed as a waiver. Any resident shall not be obligated to any resident, or to any other person or entity, to enforce the provisions of this Restrictive Covenant.

6. Resident's Liability. Residents will assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from residents ownership of the Property. Neither residents, nor any person or entity claiming by or through residents, shall hold any other resident(s) liable for any damage or injury to person or personal property which may occur on the Property.

7. Acts Beyond Grantor's Control. Nothing contained in this Restrictive Covenant shall be construed to entitle any resident to bring any action against any other resident for any injury to or change in the Property resulting from natural causes beyond resident's control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by any resident under emergency conditions to

prevent, abate or mitigate significant injury to the Property or to persons resulting from such causes.

8. Recordation. This Restrictive Covenant shall be recorded by Shellie Road Investors, LLC in timely fashion in the Official Records of Duval County, Florida, and shall rerecord it at any time the residents may require to preserve their rights. Residents shall equally share in paying all recording costs and taxes necessary to record this Restrictive Covenant in the public records.

9. Successors. The covenants, terms, conditions and restrictions of this Restrictive Covenant shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

#3 IN WITNESS WHEREOF, each of the above Residents have executed this Restrictive Covenant on the day and year first above written.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Signed, sealed and delivered
in our presence as witnesses:

RESIDENT:

Signature: [Signature]
Printed Name: M. Victoria Hale

Signature: [Signature]
Printed Name: Vasily N Ivanov

Signature: [Signature]
Printed Name: V. Hawley Smith IV

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15th day of JANUARY, 2018, by VASILY N IVANOV, who did not take an oath.



[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires:
10/12/19

Serial No. FF914862

Personally known OR produced identification x. Identification produced FL. DRIVERS LICENSE.

Signed, sealed and delivered
in our presence as witnesses:

RESIDENT:

Signature: _____

Printed Name: _____

Signature: _____

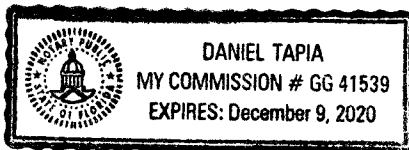
Printed Name: _____

Signature: _____

Printed Name: Victoria J MacCallum

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8TH day of DECEMBER, 2017, by VICTORIA J MACCALLUM, who did not take an oath.



Notary Public, State of Florida
at Large.

My Commission Expires:

DEC. 9, 2020

Serial No. GG 41539

Personally known _____ OR produced identification 1. Identification
produced FL. DRIVER'S LIC.

Signed, sealed and delivered
in our presence as witnesses:

Signature: [Signature]

Printed Name: Stephen Gaynor

Signature: [Signature]

Printed Name: Samantha Zedger

RESIDENT:

Signature: [Signature]

Printed Name: Stephen L Clark

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of December, 2017, by Stephen Clark, who did not take an oath.

[Signature]

Notary Public, State of Florida
at Large.

My Commission Expires:

FF135414

Serial No.

Personally known OR produced identification: FDL. Identification
produced Florida Drivers License. C462792590980



TERRI E. ANDERSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF135414
Expires 9/4/2018

Signed, sealed and delivered
in our presence as witnesses:

RESIDENT:

Signature: Mary Dale
Printed Name: M. Victoria Hale

Signature: Derek E Joyner
Printed Name: Derek E Joyner

Signature: V. Hawley Smith III
Printed Name: V. HAWLEY SMITH III

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15TH day of JANUARY, 2018, by DEREK E. JOYNER, who did not take an oath.



Donna Passmore
Notary Public, State of Florida
at Large.

My Commission Expires:
10/12/19

Serial No. _____
Personally known _____ OR produced identification _____. Identification
produced FL. DRIVERS LICENSE.

Signed, sealed and delivered
in our presence as witnesses:

RESIDENT:

Signature: [Signature]
Printed Name: M. Victoria Hale

Signature: [Signature]
Printed Name: Laurie A Joyner

Signature: [Signature]
Printed Name: V. HAWLEY SMITH III

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 15TH day of JANUARY, 2018, by LAURIE JOYNER, who did not take an oath.



[Signature]
Notary Public, State of Florida
at Large.

My Commission Expires:
10/12/19

Serial No. _____
Personally known _____ OR produced identification _____. Identification
produced FL. DRIVERS LICENSE.

Signed, sealed and delivered
in our presence as witnesses:

RESIDENT:

Signed, sealed and delivered
in our presence as witnesses:

Signature: *Paul Z. Metlin*
Printed Name: Paul Z. Metlin

Signature: *Frank Sawyer*
Printed Name: Frank Sawyer

RESIDENT:

Signature: *Paul Z. Metlin*
Printed Name: Paul Z Metlin

STATE OF FLORIDA
COUNTY OF Duval

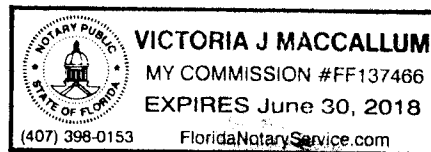
The foregoing instrument was acknowledged before me this 8 day of
December 2017, by Paul Z. Metlin, who did not take an oath.

Victoria J MacCallum
Notary Public, State of Florida
at Large.

My Commission Expires:
JUNE 30, 2018

Serial No. FF 137466

Personally known ✓ OR produced identification _____. Identification
produced _____.



**Signed, sealed and delivered
in our presence as witnesses:**

RESIDENT:

Signature:

Printed Name: _____

Signature:

Printed Name:

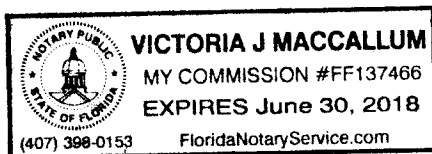
Signature:

Printed Name: _____

Jill S Metlin _____

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 8 day of December, 2017, by Jill S. Melvin who did not take an oath.



Notary Public, State of Florida
at Large.

My Commission Expires:

June 30, 2018

Serial No. FF 137466

Personally known ☒ OR produced identification _____. Identification
produced _____.

EXHIBIT A

Legal Description

BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 3 SOUTH, RANGE 27 EAST, DUVAL COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT THE NORTHWEST CORNER OF LOT 31, AS SHOWN ON THE PLAT OF BLACKWOOD FOREST, PLAT BOOK 60, PAGES 138 THROUGH 142, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE NORTH 15°36'40" WEST, A DISTANCE OF 51.86 FEET; THENCE NORTH 89°46'34" EAST, A DISTANCE OF 314.73 FEET TO THE WEST BOUNDARY LINE OF LOT 27, AS SHOWN ON THE PLAT OF NATURES WOOD, PLAT BOOK 42, PAGES 81 THROUGH 81D, SAID CURRENT PUBLIC RECORDS; THENCE SOUTH 03°23'07" EAST, ALONG LAST SAID LINE, A DISTANCE OF 50.08 FEET TO A POINT ON THE DIVIDING LINE BETWEEN SECTION 33 AND SECTION 34, TOWNSHIP 7 SOUTH, RANGE 27 EAST AND THE SOUTH BOUNDARY LINE OF AFOREMENTIONED PLAT OF BLACKWOOD FOREST, SAID PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 89°46'34" WEST, ALONG LAST SAID LINE, A DISTANCE OF 303.74 FEET TO THE POINT OF BEGINNING.

CONTAINING: 15,461 SQUARE FEET AND/OR 0.4± ACRES, MORE OR LESS.