

LEGISTAR NO.

150809

IN THE CIRCUIT COURT OF THE EIGHTH JUDICIAL CIRCUIT
IN AND FOR ALACHUA COUNTY, FLORIDA

KLM PROPERTIES, INC
Petitioner,

CASE NO.: 2016 CA 000441

v.

DIVISION: J

THE CITY OF GAINESVILLE, a municipal corporation,
COLEN M. RATLIFF, JR., DAVID L. RATLIFF,
TINA M. HINSON and JAMES E. RATLIFF, Personal
Representatives of the Estate of Gloria M. Ratliff, deceased,
and UNNAMED INTERESTED PARTIES

Respondents.

PETITION FOR DECLARATORY JUDGMENT

COMES NOW, Petitioner, KLM PROPERTIES, by and through the undersigned counsel, and files this Petition for Declaratory Judgment naming Respondents THE CITY OF GAINESVILLE, a municipal corporation, COLEN M. RATLIFF, JR., DAVID L. RATLIFF, TINA M. HINSON and JAMES E. RATLIFF, Personal Representatives of the Estate of Gloria M. Ratliff, deceased, and UNNAMED INTERESTED PARTIES, (Collectively the "RESPONDENTS") and would state as follows:

1. This is an action for Declaratory Judgment.
2. This Court has jurisdiction under F.S. Chapter 86 as the subject Property is located in Alachua County, Florida and is valued above \$15,000.00.
3. KLM PROPERTIES, INC. is the Owner of all real property (herein referred to as the "Property") located in the City of Gainesville, Alachua County, Florida designated in the Tax Records as Parcel Numbers 14260-000-000 and 14260-001-000, and having street addresses of 104 NW 2nd Street and 222 NW 1st Avenue and as more particularly described with a legal description Lot 2 and the South 81.55 feet of Lots 3 and 4 of the

Replat of the West Half of Block 19 of Brushes Addition to the Town of Gainesville, according to the map or plat thereof as recorded in Plat Book A, Page 16, Public Records of Alachua County, Florida.

4. Previous Owners of the Property executed Declarations of Restrictive Covenants, filed in Deed Book 307 beginning on page number 200, in the Public Records of Alachua County, Florida attached hereto as Exhibit "A" and also in Deed Book 344 beginning on page number 396, in the Public Records of Alachua County, Florida, attached hereto as Exhibit "B", with the covenant that the restrictions shall thereafter run with the land and become applicable to the rights and obligations of the Owner and successors in interest.
5. UNNAMED INTERESTED PARTIES is representative of "any person, firm or corporation whose interest shall be adversely affected by such violation or attempted violation" as named in the attached restriction.
6. RESPONDENTS collectively have or reasonably may have an actual, present, adverse and antagonist interest in the subject deed restrictions.
7. PETITIONERS seek a declaration that the property be free of such restrictions.
8. There is a bona fide, actual, present practical need for the declaration;

WHEREFORE, Petitioner, KLM PROPERTIES, INC., requests judgment declaring that the subject Property be free and clear of the aforesaid deed restrictions,

Respectfully submitted this 5 day of February, 2016.

**WARNER, SECHREST
& BUTTS, P.A.**

/s/ Michael D. Sechrest

Michael D. Sechrest, Esq.

Florida Bar No.: 0150710

5200 S.W. 91st Terrace, Suite 101

Gainesville, FL 32608

(352) 373-5922

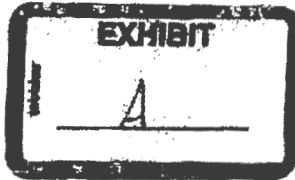
(352) 373-5921 FAX

Attorneys for Petitioner

Designated E-mail Addresses:

Sechrest@fbswlaw.com

Lisa2@fbswlaw.com



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BOOK 307 PAGE 200

DB 307/200

IN RE: LOTS THREE (3), FOUR (4), SEVEN (7) AND EIGHT (8) OF BLOCK NINETEEN (19), BRUSH'S ADDITION TO GAINESVILLE

These covenants are to run with the land and shall be applicable to Lots Three (3), Four (4), Seven (7) and Eight (8) of Block Nineteen (19), Brush's Addition to Gainesville, as per plat thereof recorded in Plat Book "A", Page 88, of the public records of Alachua County, Florida, and binding upon The Independent Life & Accident Insurance Company, a corporation under the laws of the State of Florida, and upon all parties and persons hereafter acquiring any title or interest, legal or equitable, in any of said lots in perpetuity.

If any person, firm or corporation shall violate or attempt to violate any of the covenants herein, it shall be lawful for the City of Gainesville, a municipal corporation, or any person, firm or corporation owning any of the real property above described, or any interest therein, or any other person, firm or corporation whose interest shall be adversely affected by such violation or attempted violation of any of the covenants herein, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent such violation or to recover damages therefor.

1. No building or structure of any kind shall be placed, constructed or erected on the south ten (10) feet of said Lots Three (3) and Four (4) or on the west ten (10) feet of said Lots Four (4) and Eight (8) or on the north ten (10) feet of said Lots Seven (7) and Eight (8).



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CLERK OF THE CIRCUIT COURT
ALACHUA COUNTY, FLA.

BOOK 307 PAGE 201

2. No existing building or structure presently located wholly or partially on the south ten (10) feet of said Lots Three (3) and Four (4) or on the west ten (10) feet of said Lots Four (4) and Eight (8) or on the north ten (10) feet of said Lots Seven (7) and Eight (8) shall be added to or enlarged in any manner unless such building or structure, including such additions and enlargements, is made to conform to the ten-foot (10') set-back requirements established by this instrument. Repairs and alterations may be made to a non-conforming building or structure provided that no structural alterations be made except those required by law.

3. No existing building or structure presently located wholly or partially on the south ten (10) feet of said Lots Three (3) and Four (4) or on the west ten (10) feet of said Lots Four (4) and Eight (8) or on the north ten (10) feet of said Lots Seven (7) and Eight (8) which is damaged or partially destroyed by fire, wind-storm or other calamity or Act of God or the public enemy, to the extent of seventy-five per cent (75%) or more of its value, exclusive of foundations, at the time the damage or loss occurred, shall be repaired or reconstructed unless every portion of such building or structure is made to conform to the ten-foot (10') set-back requirements established by this instrument.

IN WITNESS WHEREOF, The Independent Life & Accident Insurance Company, a Florida corporation, has caused this instrument to be executed in its corporate name by its duly authorized President and Secretary and its corporate seal to be hereunto affixed on this, the 31st day of March, A.D. 1953.

THE INDEPENDENT LIFE & ACCIDENT INSURANCE COMPANY

By [Signature]
President

ATTEST:
[Signature]
Secretary
(With Corporate Seal)

Signed, sealed and delivered in our presence as witnesses:

[Signature]
[Signature]

STATE OF FLORIDA }
COUNTY OF DUVAL } BOOK 307 PAGE 202

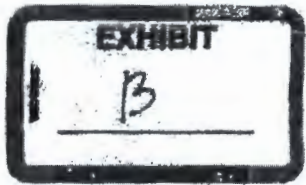
Personally came before me C. G. SNERD and J. H. GOOBING, each of whom being to me well known and known by me to be the President and Secretary, respectively, of THE INDEPENDENT LIFE & ACCIDENT INSURANCE COMPANY and known by me to be the identical persons who executed the above and foregoing instrument on behalf of said corporation, and severally acknowledged before me that they signed, sealed and delivered the same on behalf of said corporation and affixed its corporate seal thereto, at the time and place and for the uses and purposes therein set forth.

WITNESS my hand and official seal this 31st day of March, A.D. 1953.

Mary B. ...
Notary Public, State of Florida
at Large

My commission expires
Notary Public, State of Florida
My commission expires Feb. 20, 1955
Bonded by American Surety Co. of N. Y.

STATE OF FLORIDA
COUNTY OF ALACHUA
THIS INSTRUMENT FILED AND RECORDED
15 DAY OF April 1953 IN BOOK 307
SERIAL 202
GEO. E. EVANS, CLERK OF THE COUNTY
BY *[Signature]* E. G.



70088

BOOK 344 PAGE 396

RESTRICTIVE COVENANT AGREEMENT

DB
344/396

7386
MICHELE
NO.

KNOW ALL MEN BY THESE PRESENTS: That SHAW & KEETER MOTOR CO., INC., a Florida corporation, for and in consideration of the sum of One Dollar and other valuable considerations to it in hand paid by the CITY OF GAINESVILLE, a municipal corporation of the State of Florida, does hereby covenant and agree with the CITY OF GAINESVILLE that from and after the date hereof, the following covenants are to run with the land and shall be applicable to the following described real property in Gainesville, Alachua County, Florida:

Lot 2, Block 19, Brush's Addition, as per plat thereof recorded in Plat Book "A" at pages 16 and 18, respectively, of the public records of Alachua County, Florida.

and binding upon the undersigned SHAW & KEETER MOTOR CO., INC., and upon all parties and persons hereafter acquiring any title or interest, legal or equitable, in said property, in perpetuity:

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CLERK OF CIRCUIT COURT
- P. ATTY GENERAL'S OFFICE

1. No building or structure of any kind shall be placed, erected or constructed on said property within thirty (30) feet from and parallel to the center line of Northwest 1st Avenue.
2. No existing building or structure presently located, wholly or partially, within thirty (30) feet from and parallel to the center line of Northwest 1st Avenue shall be added to or enlarged in any manner unless such building or structure, including such additions and enlargements, is made to conform to the thirty-foot set-back requirements established by this instrument. Repairs and alterations may be made to a non-conforming building or structure provided that no structural alterations be made except those required by law.
3. No existing building or structure presently located, wholly or partially, within thirty (30) feet from and parallel to the center line of Northwest 1st Avenue which is damaged or partially destroyed by fire, windstorm or other calamity or Act of God or the public enemy to the extent of seventy-five per cent (75%) or more of its value, exclusive of foundations, at the time the damage or loss occurred, shall be repaired or reconstructed unless every portion of such building or structure is made to conform to the thirty-foot set-back requirements established by this instrument.

BOOK 344 PAGE 397

It is further covenanted and agreed by the undersigned corporation that if any person, firm or corporation shall violate or attempt to violate any of the covenants herein, it shall be lawful for the City of Gainesville, a municipal corporation, or any person, firm or corporation owning any of the real property above described, or any interest therein, or any person, firm or corporation whose interest shall be adversely affected by such violation or attempted violation of any of the covenants herein, to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant, and to either prevent such violation or to recover damages therefor.

IN WITNESS WHEREOF, SHAW & KEETER MOTOR CO., INC., a Florida corporation, has caused this instrument to be executed in its corporate name, by its duly authorized President and Secretary and its corporate seal to be hereunto affixed, on this, the 6th day of January, 1956.

Signed, sealed and delivered in our presence as witnesses:

M L Johnson
Blaiche F. McClain

SHAW & KEETER MOTOR CO., INC.
By Mrs D A Shaw President
ATTEST: (With Corporate Seal)
Elizabeth Shaw McClamrock Secretary

STATE OF FLORIDA)
COUNTY OF ALACHUA)

Personally came before MRS. D. A. SHAW and ELIZABETH S. McCLAMROCK, each of whom being to me well known and known by me to be the President and Secretary, respectively, of SHAW & KEETER MOTOR CO., INC., and known by me to be the identical persons who executed the above and foregoing instrument on behalf of said corporation, and severally acknowledged before me that they signed, sealed and delivered the same on behalf of said corporation and affixed the corporate seal thereto, at the time and place and for the uses and purposes therein set forth.

WITNESS my hand and official seal this 6 day of Jan^{Feb}, 1956.

Mary L Johnson
Notary Public, State of Florida at Large

My commission expires:
Notary Public, State of Florida at Large
Commission Expires June 3, 1958

