

Doc# 2000108324
Book: 9624
Pages: 1602 - 1606
Filed & Recorded
05/15/00 10:06:07 AM
HENRY W COOK
CLERK CIRCUIT COURT
DUVAL COUNTY
TRUST FUND \$ 3.00
RECORDING \$ 21.00

**DECLARATION OF COVENANTS
AND RESTRICTIONS FOR PROPERTY
ADJACENT TO RIDGEFIELD, UNIT ONE**

THIS DECLARATION is made on the date hereinafter set forth by WILBUR C. KING and MARION C. KING, his wife (collectively "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of that certain property described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Declarant is also the owner of Lot 40, located in the Ridgefield, Unit 1 Subdivision ("Lot 40"), which is subject to the Covenants and Restrictions for Ridgefield, Unit 1 (the "Covenants"), which are more particularly described and recorded in Official Records Volume 6134, pages 535-542, public records of Duval County, Florida; and

WHEREAS, there is presently located along the easterly boundary of Lot 40 a fence (the "Fence"), which is owned and maintained by the homeowners' association for Ridgefield, Unit 1 (the "Association"), and Declarant desires the Association to relocate at Declarant's expense the Fence to the easterly property line of the Property; and

WHEREAS, the Board of Directors of the Association has approved moving the Fence to the easterly line of the Property at the expense of Declarant, if Declarant subjects the Property to the Covenants, and Declarant has agreed to subject the Property to the Covenants, provided the Fence is moved and allowed to remain along the easterly property line of the Property;

NOW, THEREFORE, in consideration of the foregoing, Declarant agrees as follows:

1. Declarant, for themselves, their successors and assigns, subject the Property to the terms and conditions of the Covenants perpetually, which Covenants shall run with title to the lands, and shall be binding upon and inure to the benefit of all parties having any right, title or interest in and to the Property or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

FRED ELEFANT, ESQ.
Post Office Box 749
Jacksonville, FL 32201

PREPARED BY AND RETURN TO:

2. For purposes of the Covenants, including, but not limited to rights of enforcement, the Property shall be considered to be part of Lot 40, as if it had been originally included and shown on the plat of Ridgefield, Unit 1, as set forth in the Covenants.

3. Declarant does hereby grant to all of the present and future owners of lots as set forth in the Covenants, a non-exclusive and perpetual easement for the repair, maintenance and replacement of the fencing, which is to be located on the Property subject to the terms and conditions of the Covenants.

4. The assumption of the Covenants in connection with the Property shall not increase the burden or responsibilities of the owners of Lot 40 and their successors and assigns for assessments, or otherwise, except as to compliance with the restrictions as set forth in the Covenants.

5. Attached hereto as Exhibit "B" is a Resolution by the Board of Directors of Ridgefield Homeowner's Association, Inc. approving the purchase by Declarant and extension of Ridgefield boundary.

IN WITNESS WHEREOF, these covenants and restrictions have been executed on this 11th day of May, 2000, by Declarant.

Signed, sealed and delivered in the presence of:

Cathy L. Shaffer
Print Name: Cathy L. Shaffer

Wilbur C. King
WILBUR C. KING

Lawanda C. Clark
Print Name: Lawanda C. Clark

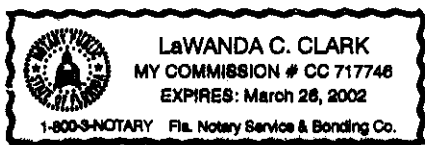
Marion C. King
MARION C. KING

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME personally appeared WILBUR C. KING and MARION C. KING, his wife, to me well known to be the individuals described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their own free act and deed. WILBUR C. KING and MARION C. KING, his wife, are: [] personally known to me; or [] have produced _____ as identification; and [] did [] did not take an oath.

WITNESS my hand and official seal this 11th day of May, 2000, at Jacksonville, County and State aforesaid.

Lawanda C. Clark
Print Name: Lawanda C. Clark
Notary Public, State of Florida at Large



My commission expires:

"EXHIBIT A"

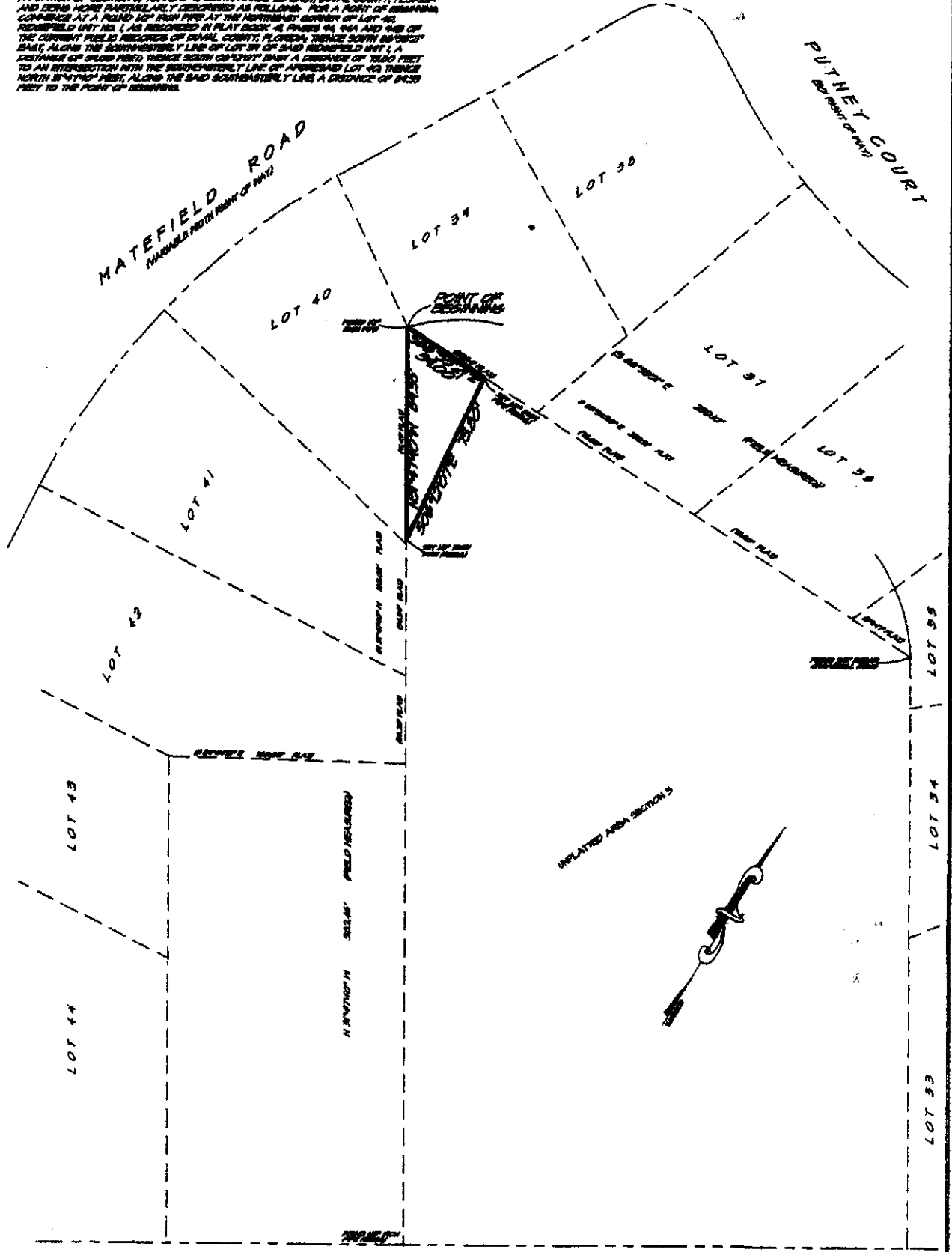
A TRACT OR PARCEL OF LAND, BEING A PORTION OF GOVERNMENT LOT 11 LYING WITHIN SECTION 5, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUVAL COUNTY, FLORIDA. SAID TRACT IS TRIANGULAR IN SHAPE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE NORTHEASTERLY CORNER OF LOT 40, OF RIDGEFIELD SUBDIVISION. UNIT ONE, AS RECORDED IN PLAT BOOK 41, PAGES 94, 94A AND 94B, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE RUN SOUTH 88 DEGREES 58 MINUTES 20 SECONDS, ALONG THE SOUTHERLY LINE OF LOT 39 OF SAID SUBDIVISION, A DISTANCE OF 39.00 FEET TO A POINT; THENCE RUN SOUTH 06 DEGREES 40 MINUTES 57 SECONDS, A DISTANCE OF 78.96 FEET TO THE SOUTHEASTERLY CORNER OF LOT 40 AFOREMENTIONED; THENCE RUN NORTH 31 DEGREES 47 MINUTES 40 SECONDS WEST, ALONG THE EASTERLY LINE OF SAID LOT 40, A DISTANCE OF 91.45 FEET TO THE POINT OF BEGINNING, CONTAINING 0.04 ACRES MORE OR LESS.

THE BEARINGS SHOWN HEREIN REFER TO THE ABOVE MENTIONED PLAT OF RIDGEFIELD SUBDIVISION. THE PARCEL DESCRIBED HEREIN WAS A PORTION OF A PARCEL PREVIOUSLY RECORDED IN OFFICIAL RECORDS BOOK 4036 PAGE 765, OF THE PUBLIC RECORDED OF DUVAL COUNTY FLORIDA

MAP SHOWING BOUNDARY SURVEY OF

A PORTION OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 28 EAST, DUNAL COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING CONSIDERED AT A POINT 104' FROM THE NORTHWEST CORNER OF LOT 40 REDFIELD UNIT NO. 1 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA; THENCE SOUTH 88°05'02" EAST, ALONG THE SOUTHWESTERLY LINE OF LOT 38 OF SAID REDFIELD UNIT 1, A DISTANCE OF 360.0 FEET; THENCE SOUTH 02°17'51" EAST A DISTANCE OF 104.0 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF APPROXIMATE LOT 40; THENCE NORTH 87°04'01" WEST, ALONG THE SAID SOUTHWESTERLY LINE A DISTANCE OF 84.30 FEET TO THE POINT OF BEGINNING.



FT. CAROLINE ROAD 100' FRONT OF 1947

EXHIBIT "A" (Page 2)

<p>ORIGINAL NOTES</p> <p>1. BEARING AND DISTANCE OF LINE TO CORNER OF LOT 38 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA.</p> <p>2. BEARING AND DISTANCE OF LINE TO CORNER OF LOT 40 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA.</p> <p>3. BEARING AND DISTANCE OF LINE TO CORNER OF LOT 40 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA.</p> <p>4. BEARING AND DISTANCE OF LINE TO CORNER OF LOT 40 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA.</p> <p>5. BEARING AND DISTANCE OF LINE TO CORNER OF LOT 40 AS RECORDED IN PLAT BOOK 48, PAGES 94, 95A AND 95B OF THE CURRENT FIELD RECORDS OF DUNAL COUNTY, FLORIDA.</p>	<p>DATE: FEB 1 1950</p> <p>SCALE: 1" = 40'</p> <p>PREPARED BY: JAMES H. GANNETT</p> <p>CHECKED BY: JAMES H. GANNETT</p> <p>DATE: FEB 1 1950</p> <p>FIELD NO. 100</p> <p>PLAT NO. 100</p> <p>JAMES H. GANNETT</p> <p>REGISTERED LAND SURVEYOR</p> <p>NO. 100</p> <p>STATE OF FLORIDA</p> <p>1948</p> <p>100</p>
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James H. Gannett

MAY 4, 2000

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**RESOLUTION APPROVING THE PURCHASE BY MR. KING
AND SUBSEQUENT EXTENSION OF RIDGEFIELD BOUNDARY**

THE BOARD, HAVING PREVIOUSLY VOTED TO APPROVE THE PURCHASE BY MR. KING OF THE PROPERTY IMMEDIATELY BEHIND HIS HOUSE. DOES HEREBY ADOPT AND RATIFY THAT MOTION DULY MADE, SECONDED, AND APPROVED, AND

WHEREAS, MR. KING WILL PAY FOR THE ATTORNEY'S FEES, AND

WHEREAS, MR. KING WILL PAY FOR THE COST OF MOVING THE FENCE, AND

WHEREAS, MR. KING WILL PAY FOR THE RECORDING COSTS OF THE LEGAL DOCUMENTS, AND.

WHEREAS, THE PROPERTY WILL BE BURDENED AND SUBJECTED TO THE COVENANT'S AND RESTRICTIONS PRESENTLY IN FORCE AND EFFECT:

IT IS HEREBY APPROVED AND RESOLVED THAT:

THE DOCUMENTS ATTACHED TO THIS RESOLUTION ARE APPROVED AND RATIFIED ON THIS 4th DAY OF MAY, 2000.

THE SALE OF PROPERTY PREVIOUSLY EXECUTED IS AFFIRMED.

THE BOUNDARY OF THE RIDGEFIELD HOMEOWNER'S ASSOCIATION IS CHANGED AS REQUIRED BY LAW AND ALL THE NECESSARY DOCUMENTS ARE EXECUTED.

THE PROPERTY IS BURDENED BY THE COVENANT'S AND RESTRICTIONS.

SO SAY WE ALL

