

This Instrument is Prepared by and  
Should be Returned after recording to:

John E. Woodbery  
RUTHFORD & WOODBERY, P.S.  
10604 N.E. 38th Place  
Suite 107  
Kirkland, WA 98033

**DECLARATION OF COVENANTS AND RESTRICTIONS OF COLLINSWOOD,  
AN UNRECORDED SUBDIVISION IN GADSDEN COUNTY, FLORIDA**

STATE OF FLORIDA

COUNTY OF GADSDEN:

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of  
Covenants and Restrictions, made and entered into on this 9<sup>th</sup>  
day of DECEMBER, A.D. 1982, by MAY S. WOODBERY,  
hereinafter referred to as Developer.

**W I T N E S S E T H :**

**WHEREAS**, Developer is the owner of the real property  
commonly known as Collinswood and desires to provide for the  
preservation of the values and amenities in said community and,  
to this end, desires to subject the real property described in  
Exhibit "A" to the covenants, restrictions, easements, charges  
and liens, hereinafter set forth, each and all of which is and  
are for the benefit of said property and each owner thereof:

**NOW THEREFORE**, the Developer declares that the real property  
described in Exhibit "A" is and shall be held, transferred, sold,  
conveyed and occupied subject to the covenants, restrictions,  
easements, charges and liens (sometimes referred to as "covenants  
and restrictions") hereinafter set forth.

**ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1.** Existing Property. The real property which  
is, and shall be, held, transferred, sold, conveyed, and occupied  
subject to this Declaration is located in Gadsden County,  
Florida, contains 50.52 acres more or less, and is more  
particularly described in Exhibit "A" attached hereto.

ARTICLE II. DEFINITIONS

Section 1. "Developer" shall mean and refer to MAY S. WOODBERRY, the owner of the property described in Exhibit A, or her heirs, assigns, or designees.

Section 2. "Association" shall mean and refer to COLLINSWOOD PROPERTY OWNERS ASSOCIATION, a Florida non-profit corporation.

Section 3. "Easement" shall mean the land described in the form of easement attached as Exhibit A1 to be conveyed by the Developer to each lot owner herein.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit A and sold by the Developer to any one individual or group of individuals. The property is divided into "lots" as shown on an unrecorded plat of COLLINSWOOD dated Nov. 29, 1988, and prepared by Bobby A. Presnell and Associates, Incorporated, which plat is attached to this Declaration of Restrictive Covenants as Exhibit B.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads, pond dam, landscaping, drainage, lighting and other related improvements in their original condition. Normal wear and tear is accepted.

Section 6. "Member" shall mean every person or entity that holds membership in the Association.

Section 7. "Subdivision" shall mean the property described in Exhibit A as divided into lots as shown on Exhibit B.

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of a legal or beneficial interest in a lot and shall include purchasers under contracts for deed but shall not include those holding title as security for the performance of an obligation.

Section 9. "Improvements" shall mean and include structures and construction of any kind, whether above or below the land surface, such as, but not limited to, buildings, outbuildings, water lines, sewer, electrical and gas distribution facilities, loading areas, parking areas, walkways, wells, fences, hedges, mass plantings, entrance ways, or gates and signs.

Section 10. "Living Area" shall mean and refer to those heated and/or air conditioned areas which are completely finished

as living areas and which shall not include garages, carports, porches, patios, or storage areas.

Section 11. "Building" shall include, but not be limited to, both the main portion of such building and all projections or extensions thereof, including garages, outside platforms and docks, carports, canopies, enclosed malls, porches, walls, docks and fences.

Section 12. "Site" shall mean a portion or contiguous portions of said property, which accommodate a single use or related uses under single control. After improvement to the site providing for residential use, "site" shall mean each residential living unit and its adjoining property.

#### ARTICLE III. GENERAL PROVISIONS

Section 1. "Duration". The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Owners, their respective legal representatives, heirs, successors, and assigns, for a term of fifteen (15) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-Owners of two-thirds of the lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. "Enforcement". Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. "Severability". Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

#### ARTICLE IV: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership: Any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any lot, as shown in Exhibit B, is owned by more than one person, one of their owners shall be designated to cast the vote on matters to

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come before the Association on behalf of all of the owners of the lot.

In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

Section 2. Voting Rights: The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all Owners with the exception of Developer, and shall be entitled to one (1) vote for each lot owned.

"Class B" - The Class B member shall be Developer, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership or on January 1, 2,000, whichever first occurs.

#### ARTICLE V.

##### AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

The Developer reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed subsequent Declaration of Covenants and Restrictions, or other instrument hereinafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Developer, in its sole judgment, determines such violation to be a minor or insubstantial violation.

No property owner, without the prior written approval of the Developer, or the Property Owners Association, may impose any additional covenants or restrictions on any part of the land described in Article I hereof.

#### ARTICLE VI: ASSESSMENTS

Section 1. Liens and Personal Obligation of Assessments: Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this article.

Section 2. Special Assessment for Road and Pond Maintenance and for Construction of Improvements: The Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads or making improvements in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. No assessment for improvements may be made while Class B memberships is outstanding without the approval of the majority of Class A membership votes. Each owner shall be assessed a percentage of the maintenance or improvement costs. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision. Notwithstanding the foregoing, any assessment for Pond Maintenance and improvement shall be limited to those owners whose lots are contiguous to the pond and the assessment shall be determined and allocated between owners based on the percentage that the surface water of the pond covering each lot bears to the total pond surface water included in the subdivision as determined by the survey done at the time of creation of the subdivision. The Association may act in conjunction with other property owners owning property contiguous to the pond in sharing the cost of such maintenance and improvements on an equitable basis. However, nothing contained herein shall require the Association to exceed its own determination of the cost or necessity of maintenance or improvements to the pond.

Section 3. Effect of Non-Payment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

Section 4. Subordination of Assessment Lien Mortgagors: The assessment lien provided for herein shall be subordinate to the lien of any first mortgagor. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure to any 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.

**ARTICLE VII: PRESERVATION OF THE NATURAL ENVIRONMENT**

Section 1. It shall be the express intent and purpose of these Covenants and Restrictions to protect, maintain, and

enhance the natural environment. It shall be the further intent and purpose of these Covenants and restrictions to protect streams, lakes and water supplies, to maintain and enhance the conservation of natural and scenic resources, to promote the conservation of soils, fish, wildlife, game and migratory birds, enhance the value of abutting and neighboring forests, wildlife preserves, natural reservations or sanctuaries or other open areas and open spaces, and to afford and enhance recreation opportunities and preserve historical sites.

Section 2. No large trees of any kind measuring ten (10) inches or more in diameter at a height measured three (3) feet above the natural ground elevation shall be cut or removed from any lot without the express written approval of the Developer or her designee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

Section 3. When the Developer, her heirs, designees or assigns, is permitted by these covenants to correct, repair, clean, preserve, clear out or do any action on the restricted property, entering the property and taking such action shall not be deemed a breach of these covenants.

#### ARTICLE VIII: EASEMENTS

Each lot extends to the middle of sixty (60) foot perpetual easement for utilities and a roadway for ingress and egress. Attached as Exhibit M is the form of easement to be executed and recorded with each lot sold by the developer. Each deed from the developer will grant to the Owner non-exclusive use of the easement and retain an easement over the thirty (30) feet of the easement conveyed by the Warranty Deed. Within the easement described in the Public Records, no structure, plant, or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

#### ARTICLE IX USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot shall be divided into parcels of less than five acres of property.

Section 3. No mobile or modular homes shall be allowed on the property.

Section 4. No building shall be erected within eighty five (85) feet of the front property line or the center of any roadway or within fifty (50) feet of the side interior or rear property line. Developer or her designee shall have the right in their discretion to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. No building including additions to existing structures shall be erected within the subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the Developer or her designee. If no action has been taken after thirty (30) days from the date in which the plans are submitted to the Developer or her designee, then approval of the plans shall be presumed. approval shall be based on compliance with these restrictions, quality of materials and workmanship, harmony of design with existing structures and location on the property. Approval shall not be arbitrarily withheld.

At such time as Developer no longer wishes to maintain control of construction in the subdivision, she shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this Section.

Section 6. No dwelling shall be constructed that contains less than 1,400 square feet of heated area on the ground floor, exclusive of porches and garages. In the event a structure contains more than one story, the ground floor must contain not less than 1,100 square feet and must be completely furnished as living area, and at least 300 square feet of the second floor area must be completely finished as living area. However, the total square footage must equal or exceed that of the required one story building. Once construction starts, work shall be pursued diligently until completed.

Section 7. Out buildings shall be limited to private stables, kennels, green houses, and structures customarily associated with single family residential homes. All out buildings shall be approved as provided for in Section 5 above. Boats, trailers, campers, or other vehicles shall be parked or stored within the garage or placed behind the residence; however, in no event shall the vehicle be visible from the street which runs in front of the property.

Section 8. Livestock, poultry, or other animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals, livestock, or poultry of any kind

shall be raised, bred, or kept on the property for any commercial purposes. No swine nor goats may be kept on the property.

Section 9. No site shall be used, maintained, or allowed to become a dumping ground for scraps, litter, leaves, limbs, or rubbish. Trash, garbage, or other waste shall not be allowed to accumulate on the property and shall not be kept, except in sanitary containers, which shall be screened on sides which are visible from the street.

Section 10. No individual sewage disposal system shall be permitted on any site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the State of Florida and Gadsden County Health Departments. Approval of such system as installed shall be obtained from such department or departments.

Section 11. No building shall be placed nor shall any material or refuse be placed or stored on any site within 20 feet of any open water course, except that clean fill may be placed nearer provided that at the natural water course is not altered or blocked by such fill.

Section 12. Except for signs installed by the Developer adjacent to County Road 159, no sign of any kind shall be displayed to the public view on any site except one sign of not more than five square feet advertising the property for sale or rent. All signs must be approved in writing by the Developer, or by the Architectural Control Committee.

ARTICLE X: EFFECT

Each and every conveyance of any lot in the subdivision is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, said developer has caused this instrument to be signed in her name this 24 day of DECEMBER, 1988.


May S. Woodbery  
May S. Woodbery, Developer

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STATE OF FLORIDA )  
                          ) ss:  
COUNTY OF GADSDEN )

I, the undersigned, a notary public in and for the State of Florida, hereby certify that on this 9th day of DECEMBER, 1988, personally appeared before me MAY S. WOODBERRY to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.

  
NOTARY PUBLIC in and for the State of Florida, Residing at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_

Notary Public, State of Florida  
My Commission Expires Jan. 3, 1992  
Notary Public Time File No. \_\_\_\_\_

D.R.  
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BEGIN AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 3 NORTH, RANGE 2 WEST, GADSDEN COUNTY, FLORIDA; AND RUN THENCE NORTH 89 DEGREES 02 MINUTES 25 SECONDS EAST 1787.22 FEET TO THE WESTERLY RIGHT OF WAY BOUNDARY OF COUNTY ROAD NO. 159; THENCE SOUTH 11 DEGREES 49 MINUTES 49 SECONDS EAST ALONG SAID RIGHT OF WAY A DISTANCE OF 1276.73 FEET; THENCE SOUTH 84 DEGREES 09 MINUTES 04 SECONDS WEST 172.75 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 06 SECONDS WEST 552.86 FEET; THENCE SOUTH 87 DEGREES 44 MINUTES 59 SECONDS WEST 860.50 FEET; THENCE NORTH 44 DEGREES 55 MINUTES 24 SECONDS WEST 610.45 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 23 SECONDS WEST 850.00 FEET TO THE POINT OF BEGINNING. CONTAINING 53.879 ACRES, MORE OR LESS.

**RECORDER'S NOTE**  
Legality of information was satisfactory  
on this document when received

EXHIBIT "A"

EXHIBIT A1

This Instrument is Prepared by and  
Should be Returned after recording to:

John E. Woodbery  
RUTHFORD & WOODBERY, P.S.  
10604 N.E. 38th Place  
Suite 107  
Kirkland, WA 98033

**EASEMENT**

For and in consideration of the benefits derived and to be derived by the Grantor herein, and other good and valuable consideration, receipt whereof is hereby acknowledged. The Grantor, May S. Woodbery, hereby conveys and warrants to ~~Ruthford & Woodbery, P.S.~~, their heirs and assigns, a perpetual non exclusive easement and right away under, over, through and across the property described in Exhibit A, attached hereto and by this reference incorporated herein, for the purpose of constructing and maintaining roads, streets, drainage facilities, sewer, water, or electrical service;

SUBJECT TO THE FOLLOWING:

1. The rights and obligations of other owners of lots as set forth in that certain Declaration of Covenants and Restrictions of Collinswood, an unrecorded subdivision in Gadsden County, to use, maintain, and establish the said easement.

2. Reservation to the developer of an easement for such purposes under, over, through, and across thirty (30) feet of each lot in the development that is included in the property described in Exhibit A.

3. Within the easement on the property described on Exhibit A, no structure, plant, or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

IN WITNESS WHEREOF this easement is executed as of this 9<sup>th</sup> day of DECEMBER, 1988.

~~May S. Woodbery, Developer~~

Witnessed:

Kathy Smith  
Mary Dale Jones



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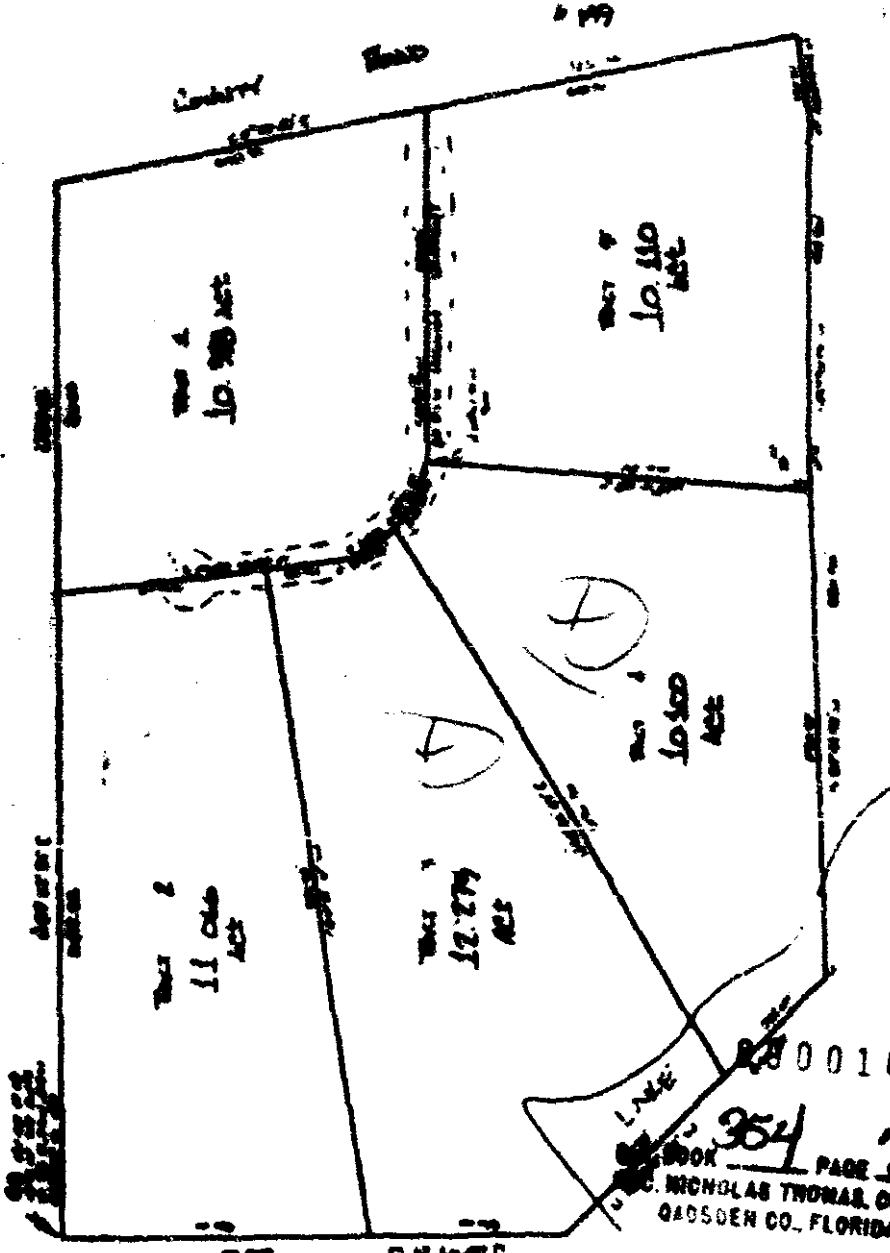
Notes:  
1. This plat is subject to the provisions of the Florida Statutes, Chapter 218, Florida's Uniform Gifts to Minors Act, and Chapter 223, Florida's Uniform Transfers to Minors Act.  
2. This plat is subject to the provisions of the Florida Statutes, Chapter 218, Florida's Uniform Gifts to Minors Act, and Chapter 223, Florida's Uniform Transfers to Minors Act.  
3. This plat is subject to the provisions of the Florida Statutes, Chapter 218, Florida's Uniform Gifts to Minors Act, and Chapter 223, Florida's Uniform Transfers to Minors Act.

COLLINGSWOOD  
PLAT

PLAT

By Order of Collingswood  
Submitted For:  
MAY DUS JONES

PLAT



PLAT

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NICHOLAS THOMAS, CLERK  
GADSDEN CO., FLORIDA

714

99 JAN 6 PM 5 01

This Instrument is Prepared by and should be Returned after Recording to:

OR 447 PG 1429

447 PAGE 1429-1431  
D.R. BOOK PAGE  
REC. NICHOLAS THOMAS, CLERK  
GADSDEN CO., FLORIDA

John E. Woodbery  
RUTHFORD & WOODBERY 604329  
800 Bellevue Way NE,  
Suite 300  
Bellevue, WA 98004

96 MAY -2 PM 3:21

**AMENDMENT TO COVENANTS AND RESTRICTIONS OF COLLINSWOOD, AN  
UNRECORDED SUBDIVISION IN GADSDEN COUNTY, FLORIDA**

STATE OF FLORIDA

COUNTY OF GADSDEN:

KNOW ALL PERSONS BY THESE PRESENTS, THAT THIS Amendment to Declaration of Covenants and Restrictions is executed by signing dates as indicated below and effective upon recording in the official Records of Gadsden County, Florida.

**WITNESSETH:**

WHEREAS, the Developer, May S. Woodbery, now deceased, is survived and succeeded as developer herein, by her heirs at law executing this Amendment to Declaration of Covenants and Restrictions pursuant to Article V herein, and desiring to clarify the provisions of Article VII, Section 2, therein by resolving an ambiguity:

NOW THEREFORE the Developer declares that Article VII, Section 2 is amended by deleting the provisions of the existing Section 2 and substituting in it entirety the following Section 2 to Article VII.

**Section 2.** No large trees of any kind measuring ten (10) inches or more in diameter, at a height measured three (3) feet above the natural ground elevation, except as may be required for thinning or harvesting purposes of any planted trees for agricultural purposes, shall be cut or removed from any lot without the express written approval of the developer or his/her Designee unless located within ten (10) feet of the main dwelling or within ten (10) feet of the approved site for such building.

IN WITNESS WHEREOF, the Developer has caused this instrument to be signed by their names on the dates indicated by each signature as shown herein.

Dated 4-16-96

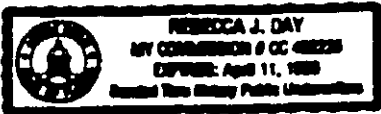
Mary Dale Joyce  
Mary Dale Joyce, Developer

STATE OF FLORIDA

COUNTY OF LEON

I, the undersigned, a notary public in and for the State of Florida, hereby certify that on this 16th day of April, 1996, personally appeared before me, MARY DALE JOYCE, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Rebecca J. Day  
NOTARY PUBLIC in and for the State  
of Florida, Residing at Tallahassee/Leon Cnty

My Appointment Expires: April 11, 1999

Dated June 23, 1996

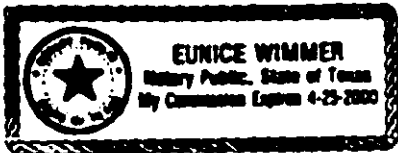
Helen M. Loch  
Helen M. Loch, Developer

STATE OF TEXAS

COUNTY OF COOKE

I, the undersigned, a notary public in and for the State of Texas, hereby certify that on this 22nd day of April, 1996, personally appeared before me, HELEN M. LOCH, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she signed and sealed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Eunice Wimmer  
NOTARY PUBLIC in and for the State  
of Texas, Residing at Gainesville, Texas

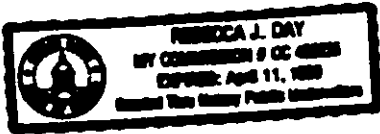
My Appointment Expires: \_\_\_\_\_

Dated April 16, 1996 <sup>OR L. L. 7 PG 1228</sup> John E. Woodbery  
John E. Woodbery, Developer

STATE OF FLORIDA  
COUNTY OF LEON

I, the undersigned, a notary public in and for the State of Florida, hereby certify that on this 16th day of April, 1996, personally appeared before me, JOHN E. WOODBERY, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Rebecca J. Day  
NOTARY PUBLIC in and for the State of Florida, Residing at Tallahassee/Leon City

My Appointment Expires: April 11, 1999

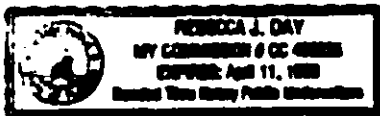
Dated April 16, 1996

William Potter Woodbery Jr.  
William Potter Woodbery, Jr., Developer

STATE OF FLORIDA  
COUNTY OF LEON

I, the undersigned, a notary public in and for the State of Florida, hereby certify that on this 16th day of April, 1996, personally appeared before me, WILLIAM POTTER WOODBERY, JR., to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal the day and year last above written.



Rebecca J. Day  
NOTARY PUBLIC in and for the State of Florida, Residing at Tallahassee/Leon City

My Appointment Expires: April 11, 1999