

Prepared by:
Linda D. Trommelen
Guarantee Title Of Northwest Florida, Inc.
4284 Hwy 90
Pace, Florida 32571
File Number: 7906

General Warranty Deed

Made this October 17, 2018 A.D. By **Tidwell Place, LLC**, a Florida Limited Liability Company, 5924 Last Chance Road, Milton, Florida 32570, hereinafter called the grantor, to **Gregory David Gill and Sidney Jane Gill**, husband and wife, whose post office address is: 4917 LANDMARK LN PACE, FL, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Santa Rosa County, Florida, viz:

See Attached Schedule "A"

See attached Declaration of Covenants, Conditions, Restrictions, and Easements made a part of hereto

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 05-2N-29-0000-00100-0000

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2019; oil, gas and mineral rights of record, if any; and conditions easements, restrictions, reservations and limitations of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Sharon L. Fleming
Witness Printed Name Sharon Fleming

Tracy Scott English (Seal)
Tracy Scott English, Managing Member of Tidwell Place, LLC, a Florida Limited Liability Company
Address: 5924 Last Chance Road, Milton, Florida 32570

Linda D. Trommelen
Witness Printed Name Linda D. Trommelen

Address: _____ (Seal)

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this 17th day of October, 2018, by Tracy Scott English, Managing Member of Tidwell Place, LLC, a Florida Limited Liability Company, who is/are personally known to me or who has produced _____ as identification.

Linda D. Trommelen
Notary Public
Print Name: _____
My Commission Expires: _____



Prepared by:
Linda D. Trommelen
Guarantee Title Of Northwest Florida, Inc.
4284 Hwy 90
Pace, Florida 32571
File Number: 7906

Schedule "A"

DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT THE CLIENT'S REQUEST:

LOT 68, TIDWELL PLACE (UNRECORDED)

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 43 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 2881.00 FEET; THENCE DEPART SAID SOUTH LINE NORTH 01 DEGREES 16 MINUTES 25 SECONDS EAST A DISTANCE OF 3133.61 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 67 DEGREES 05 MINUTES 27 SECONDS WEST A DISTANCE OF 190.32 FEET; THENCE RUN NORTH 19 DEGREES 35 MINUTES 16 SECONDS WEST A DISTANCE OF 476.92 FEET TO THE CENTERLINE OF 50.00 FEET WIDE INGRESS/EGRESS/UTILITY EASEMENT, KNOWN AS AUTUMN RIDGE ROAD; THENCE RUN NORTH 71 DEGREES 12 MINUTES 19 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 10.09 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 68 DEGREES 26 MINUTES 54 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 180.02 FEET; THENCE DEPART SAID CENTERLINE SOUTH 19 DEGREES 35 MINUTES 16 SECONDS EAST A DISTANCE OF 471.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL LYING IN AND BEING A PORTION OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA AND CONTAINS 2.068 ACRES, MORE OR LESS.

ALONG AND TOGETHER WITH AND SUBJECT TO A 50.00 FEET WIDE INGRESS/EGRESS & UTILITY EASEMENT, LYING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

DESCRIPTION AS PREPARED BY THE UNDERSIGNED AT THE CLIENT'S REQUEST:

AUTUMN RIDGE ROAD

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 29 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE RUN NORTH 88 DEGREES 43 MINUTES 35 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 5 A DISTANCE OF 3853.57 FEET; THENCE DEPART SAID SOUTH LINE NORTH 01 DEGREES 16 MINUTES 25 SECONDS EAST A DISTANCE OF 3231.97 FEET TO AN INTERSECTION WITH THE EASTERLY MAINTENANCE CLAIM OF TIDWELL ROAD (APPARENT 50' MAINTENANCE CLAIM) FOR THE POINT OF BEGINNING; THENCE DEPART SAID EASTERLY MAINTENANCE CLAIM NORTH 45 DEGREES 35 MINUTES 38 SECONDS EAST A DISTANCE OF 112.74 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 100.91 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 32 DEGREES 07 MINUTES 16 SECONDS, A CHORD DISTANCE OF 99.60 FEET AND A CHORD BEARING OF NORTH 61 DEGREES 39 MINUTES 16 SECONDS EAST; THENCE RUN NORTH 77 DEGREES 42 MINUTES 54 SECONDS EAST A DISTANCE OF 150.67 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 76 DEGREES 23 MINUTES 20 SECONDS EAST A DISTANCE OF 122.66 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 71 DEGREES 12 MINUTES 19 SECONDS EAST A DISTANCE OF 221.70 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 68 DEGREES 26 MINUTES 54 SECONDS EAST A DISTANCE OF 294.13 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 66 DEGREES 07 MINUTES 09 SECONDS EAST A DISTANCE OF 497.64 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 348.27 FEET TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 42 DEGREES 00 MINUTES 32 SECONDS, A CHORD DISTANCE OF 340.52 FEET AND A CHORD BEARING OF NORTH 45 DEGREES 06 MINUTES 53 SECONDS EAST; THENCE RUN NORTH 24 DEGREES 06 MINUTES 37 SECONDS EAST A DISTANCE OF 130.06 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 21 DEGREES 13 MINUTES 41 SECONDS EAST A DISTANCE OF 294.55 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 25 DEGREES 35 MINUTES 57 SECONDS EAST A DISTANCE OF 240.62 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 36 DEGREES 11 MINUTES 30 SECONDS EAST A DISTANCE OF 179.16 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 40 DEGREES 18 MINUTES 23 SECONDS EAST A DISTANCE OF 250.17 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 28 DEGREES 56 MINUTES 05 SECONDS EAST A DISTANCE OF 99.44 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 37 DEGREES 51 MINUTES 56 SECONDS EAST A DISTANCE OF 168.28 FEET TO A POINT OF INTERSECTION; THENCE RUN NORTH 52 DEGREES 18 MINUTES 02 SECONDS EAST A DISTANCE OF 248.11 FEET TO AN INTERSECTION WITH THE SOUTHERLY MAINTENANCE CLAIM OF AUBREY LANE (50' MAINTENANCE CLAIM) FOR THE POINT OF TERMINUS.

Tidwell Place Declaration of Covenants, Conditions, Restrictions, and Easements Autumn Ridge & Spears Crossing

STATE OF FLORIDA
COUNTY OF SANTA ROSA

This Declaration of Covenants, Conditions, Restrictions, and Easements, is made the _____ day of _____, 2013, by Tidwell Place, LLC, A Florida limited liability company ("Declarant").

Whereas, Declarant is the owner of all the property which is more particularly described in Exhibit "A" and is located in Santa Rosa County, Florida.

Whereas, the Lots within said property will be used for single-family dwellings, The utility easements within said property will be used by the various utility providers to furnish services to the neighborhood and the road within said property shall be used for ingress and egress.

NOW THEREFORE, Declarant hereby establishes the Declaration of Covenants, Conditions, Restrictions, and Easements for said property, which will run with the land and be binding on and inure to the benefit of every Owner of property within said property.

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[Handwritten signature]

2.3 Replat of Lots. An Owner may also, by recording an instrument to that effect in the Public Records, combine two or more Lots for a single home site. No lot may be divided by an Owner and must remain as one unit. If Lot is to be sold, or in any way, deeded to another Owner, it must be sold or deeded with the same acreage as was purchased.

**ARTICLE III
GRANT AND RESERVATION OF EASEMENTS**

3.1 Easement in favor of Owner

Each Owner has the benefit of certain easements and the responsibility for others. Each Owner, his heirs, successors, and assigns, is hereby granted the following perpetual easements:

(a) Owner's Easement for Ingress and Egress. Each Owner, together with such Owner's family, tenants, contractors and guests, will have a non-exclusive right and easement, subject to the restrictions imposed in the Declaration for ingress and egress to and from the Owner's Lot, over and across the street.

3.2 Police Powers; Security. A blanket easement is granted throughout said property and all additional phases for police powers and services supplied by the local, state, and federal governments.

3.3 Maintenance of Easements.

(a) Owner is required to participate in a road maintenance agreement. When it becomes necessary, price will be determined by the lots front (property adjoining road) footage. Cost will be divided accordingly between each land owner.

(b) The Declarant and all Owners hereby acknowledge that their respective use of the street/roads, including the use of the their respective contractor, employees, and guests may cause normal wear and tear to the street/road. No negligence or intentional act of destruction shall be caused. If intentional destruction or negligence, caused by the Owner's family, tenants, contractors, or guests occurs, repairs will be the responsibility of the Owner.

ARTICLE IV

(j) Litter, Trash, and Garbage. No garbage, trash, refuse, or rubbish may be deposited, dumped, or kept on any Lot except in closed sanitary containers appropriately screened from view. Trash containers must be placed at the front of the Lot on the day designated for pickup, but only if promptly returned to the proper storage area as soon as possible.

(k) Nuisances. No Owner may cause or permit unreasonable noises or odors on the Owner's Lot. No Owner may commit or permit any nuisance, any immoral or illegal activity, or anything that may be an annoyance or a noxious or offensive activity to the other Owners or their guests.

(l) Vehicles. Off-road vehicles, jeeps, buggies, boats, campers, trailer, motor homes, recreational vehicles, cars, trucks, and tractors (collectively "vehicles") shall be kept at all times inside a garage or fence, are not to be "revved up" while under maintenance or at any time. Vehicles should be parked on the Lot so as not to be detrimental to the appearance of the Lot from the street of any other Lot. No go-cart, four-wheeler, auto, or race car tracks of any kind are to be built or used on any Lot.

(m) Animals. No hooved animals (bovine, equine and/or caprinae) are allowed on lots smaller than five (5) acres. Lots of more than five (5) acres may have up to 5 hooved animal. No swine are allowed. Each Owner will be strictly responsible for the behavior of his or her pets. An Owner may not permit the pets to become a nuisance or annoyance to other Owners. If any such pets are off a Lot, said animals shall be ridden, caged or leashed.

(n) Fences and Drainage Easements. All fences, hedges, walls or the like shall comply with any applicable Santa Rosa County ordinances.

(o) Before any Owner, their family, guests, invitees, or contractors are permitted to build ponds, pits, or anything that involves removal of dirt, Owners must have the approval of Declarant.

(p) Each owner shall leave a minimum of 30% of the existing vegetation on each lot. A variance may be given to the land owner from the Declarant upon special request.

(q) There shall be no discharge of fire arms on any lot.

2.2 Conversion of Lots to Other Uses. Notwithstanding anything herein to the contrary, Declarant reserves the right to (I) use any Lot owned by it for the purpose of ingress and egress to any adjoining property, (ii) cause any Lot to be platted as a right of way. Declarant also reserves the right to impose additional easements on any Lot owned by Declarant.

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[Signature]

(b) Building Restriction Lines. All structures located a lot six (6) acres or less shall have a minimum setback of 100 feet from the front parcel line, a minimum of 40 feet from each side parcel line and a minimum of 60 feet from the rear parcel line. All structures located on a lot more than six(6) acres shall have a minimum setback of 150 feet from the front parcel line, a minimum of 40 feet from each side parcel line and a minimum of 60 feet from the rear parcel line.

(c) Minimum Floor Space. Each dwelling located must contain at least 2,000 square feet of living space. "Living space" means only enclosed livable floor area and does not include garages, porches (open or with screened enclosures), terraces or patios.

(d) Driveways. All Lots must have a driveway of stable material extending from the adjacent street to the dwelling.

(e) Lot Entry. Before any entry to lot, owner must install a 8" wide x 10" deep x 30 ft. long concert curbing. Where applicable, culvert must be installed. Culvert specs determined by individual lots. Both must be installed before any vehicular entry occurs.

(f) Fences and Drainage Easements. All fences, hedges, wall or the like constructed upon any Lot shall comply with any applicable Santa Rosa County ordinance.

(g) Completion of Construction and Repairs. Other than original new home construction, all construction of improvement of a Lot and the construction, repair, or remodeling of any improvement must be completed within a reasonable period of time after commencement. All waste shall be contained during construction and any debris that becomes scattered shall be picked up immediately by the person or company performing the construction.

(h) Destruction or Damage to Improvements. Owners will be responsible for any and all damage caused to Said Property improvements, including, but not limited to, curbs, gutters, water hydrants, power poles, or fences erected by anyone, whether such damage is caused by the owner or the Owner's employees, agents, invitees, guests, contractors, or subcontractors. Owners will, during construction, create such barricades or fencing as is required to prevent erosion of soils onto public roads, or other Lots and)) police the areas of trash caused by those constructing improvements to the Owner's Lot. Any liability incurred under this provision will be a personal obligation on such Owner's Lot.

(i) Maintenance of Exteriors. Each Owner shall at all times maintain the Owner's Lot, a well as all driveways, the exterior of all structures, and all vegetation on the Owner's Lot.

GDG
[Handwritten signature]

**ARTICLE I
DEFINITIONS**

The following definitions apply whenever the capitalized term appears in the Declaration. Additional terms may be defined the first time they appear.

1.1 "Declaration" means this Declaration of Covenants, Conditions, Restrictions, and Easement for Said Property and all supplement and amendments to the Declaration.

1.2 "Declarant" means Tidwell Place, LLC, a Florida limited liability company, its successors and assigns. Declarant also may be an Owner. The various rights of Declarant under this Declaration may be separated and assigned to a different party and, if so assigned, each assignee will be considered "Declarant" as to the specific rights so assigned.

1.3 "Lot" means any parcel of land included in Said Property, along with any improvements constructed on the Lot.

1.4 "Owner" means the record owner, whether that be one or more persons or entities, of (i) the fee simple title to any Lot; or (ii) a life estate in any Lot. "Owner" does not mean a Mortgagee.

1.5 "Public Records" means and refers to the Official Public Records of Santa Rosa County, Florida.

1.5 "Said Property" refers to any land owned by Declarant or later made subject to the Declaration.

**ARTICLE II
CONSTRUCTION REQUIREMENTS**

2.1 Specific Restrictions.

(a) Residential Building. No structure may be erected, placed or permitted to remain on any Lot other than one single-family residential dwelling with a private garage or carport attached to the main structure, a detached garage, carport or barn. All dwellings must be new in construction. All construction on new homes must be completed within 8 months. No homes, living quarters for guest, family or household employees may be used as rental units. No mobile homes, modular homes, shall be allowed.

6/26/2023
[Handwritten signature]

GENERAL PROVISIONS

This article sets forth rules of interpreting the Declaration, provides for enforcement, and sets forth the procedure to amend the Declaration.

4.1 Incorporation of the Land Use Documents. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Declaration.

4.2 Enforcement. The covenants and restrictions contained in the Declaration may be enforced by Declarant, any Owner, and any Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or lawsuit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction contained herein. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels. The Florida Department of Environmental Protection and Santa Rosa County, Florida will have the right to enforce, by proceedings at law or in equity, the provision contained in the Declaration that relate to the maintenance, operation, and repair of a drainage system. All parties agree that any dispute shall be determined by a judge and not a jury, and waive their right to a jury trial in any litigation arising out of the Declaration.

4.3 Assignment. Declarant shall have the right, from time to time, to assign any of its rights or obligations pursuant hereto in part or in whole.

4.4 Amendment.

(a) Declarant specifically reserves the absolute and unconditional right, as long as Declarant owns any of the said property, to amend this Declaration without the consent of any party, as long as no Owner's right to the use and enjoyment of the Owner's Lot is materially altered.

4.5 DISCLAIMER OF REPRESENTATIONS OR WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SALE,


Handwritten signature or initials in the top left corner.

Handwritten signature or initials in the middle right area.

Handwritten signature and date '6/21/00' in the bottom right corner.

**OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR
REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE
DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE
AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL
DAMAGES ARISING THERE FROM ARE HEREBY DISCLAIMED.**

UNOFFICIAL COPY

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STATE OF FLORIDA
COUNTY OF SANTA ROSA

ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Santa Rosa County Ordinance No. 2000-09 sellers of residential lots are required to disclose to buyers whether a road will be maintained by Santa Rosa County. SANTA ROSA COUNTY WILL NOT ACCEPT FOR MAINTENANCE ANY ROADWAYS NOT BUILT OR IMPROVED TO MEET COUNTY STANDARDS. Ordinance 2000-09 requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Santa Rosa County, Florida.

Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as acknowledgement by the County of the veracity of any disclosure statement. This disclosure is not for the purpose of confirming that the subject property actually abuts the roadway. Only a survey can provide such confirmation.

SANTA ROSA COUNTY HAS ACCEPTED HAS NOT ACCEPTED

NAME OF ROADWAY: Autumn Ridge Road

LEGAL ADDRESS OF PROPERTY: 05-2N-29-0000-00100-0000

FOR DIRT ROAD MAINTENANCE PAVED ROAD MAINTENANCE

The foregoing information has been furnished by the Public Works Department of Santa Rosa County, Florida, on this the 3rd day of October, 2018

SELLER: No Signature given
Name:

[Signature]
Glen Bailey, P.E.
Assistant Public Works Director

The foregoing instrument was acknowledged before me on this the 3rd day of October, 2018 by No Signature given who is personally known to me or who has produced No Signature given as identification and who did not take an oath.

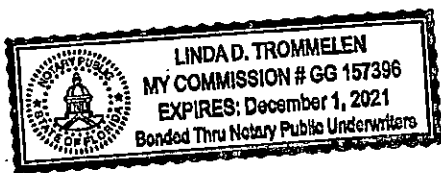
NOTARY PUBLIC
My Commission Expires:
Commission No.:

BUYER: *[Signature]*
Name: Gregory David Gill

The foregoing instrument was acknowledged before me on this the 17th day of October, 2018 by Gregory David Gill who is personally known to me or who has produced as identification and who did not take an oath.

[Signature]
NOTARY PUBLIC
My Commission Expires:
Commission No.:

DRIVERS LICENSE
AND DID NOT TAKE AN OATH



Guarantee