

**Prepared By**

Marcus C. Strickland Jr.  
P.O. Box 248  
Bunnell, Florida  
32110

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RECORDED IN THE RECORDS OF  
Tom Bexley Clerk of the Circuit Court & Comptroller  
Flagler FL  
DOCTAX PD \$0.70

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RECORDED IN THE RECORDS OF  
Tom Bexley Clerk of the Circuit Court & Comptroller  
Flagler FL  
DOCTAX PD \$0.70

**After Recording Return To**

Phillip J. Fox  
4 Zenoble Place  
Palm Coast, Florida  
32164

*Rerecording to fix legal description*  
Space Above This Line for Recorder's Use

**FLORIDA GENERAL WARRANTY DEED**

State of Florida

Flagler County

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of One-Dollar (\$1.00) and/or other valuable consideration to the below in hand paid to the Grantor(s) known as:

Marcus C. Strickland Jr., a Married individual, residing at P.O. Box 248, Bunnell, Florida, 32110.

The receipt whereof is hereby witnessed and acknowledged, the undersigned hereby grants, bargains, and sells to Phillip J Fox and Shannon B Fox, a married couple, residing at 4 Zenoble Place, Palm Coast, Florida, 32164 (hereinafter called the "Grantee(s)") as joint tenants, all the rights, title, interest, and claim in or the following described real estate, situated in Flagler County, Florida, to-wit:

A PARCEL OF LAND LYING IN THE MAP OF FAVORETTA, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PORTION OF THE SOUTHERLY 300.00', OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, TALAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULAR DESCRIBED AS FOLLOWS:

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.  
Also described in the attached 'Exhibit A'

**To have and to hold**, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Marcus C. Strickland Jr. Date March 21st 2019

**Grantor's Signature**  
Marcus C. Strickland Jr.  
P.O. Box 248, Bunnell, Florida, 32110

In Witness Whereof,

[Signature] Date March 21st 2019

**Witness's Signature**  
John Oliver

Name of Witness  
250 Wall Ave  
Street Address  
Ormond Beach FL 32174  
City, State, Zip Code

[Signature] Date March 21st 2019

**Witness's Signature**  
Susan J. Strickland  
Name of Witness  
P.O. Box 248  
Street Address  
Bunnell, Fl. 32110  
City, State, Zip Code

Unofficial Copy

# NOTARY ACKNOWLEDGMENT

State of Florida)

County of Flagler)

I, the undersigned, a Notary Public in said County, in said State, hereby certify that Marcus C. Strickland whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date.

Given under my hand this 21<sup>st</sup> day of March, 2019

Andrea P Oliver (SEAL)  
Notary Public

My Commission Expires: 5/4/2023

Andrea P Oliver  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG291844  
Expires 5/4/2023



Unofficial Copy

**DESCRIPTION: PARCEL 3****PARCEL 3**

A PARCEL OF LAND LYING IN THE MAP OF FAVORETTA, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING A PORTION OF THE SOUTHERLY 300.00', OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, TALLAHASSEE MERIDIAN, FLAGLER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A POINT OF REFERENCE, BEING THE NORTHWEST CORNER OF THE NW 1/4, OF THE NE 1/4, OF SAID SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEAR S01°56'23"E ALONG THE WESTERLY LINE OF SAID NW 1/4, OF THE NE 1/4, OF SECTION 21, SAID LINE ALSO BEING THE WESTERLY LINE OF SECRET TRAIL, A 100' WIDE EASEMENT, A DISTANCE OF 1348.11' TO THE SOUTHWEST CORNER OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21; THENCE DEPARTING SAID WESTERLY LINE N89°28'46"E ALONG THE SOUTH LINE OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21 A DISTANCE OF 404.28' TO THE POINT OF POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE CONTINUE N89°28'46"E ALONG THE SOUTH LINE OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21 A DISTANCE OF 152.13'; THENCE DEPARTING SAID SOUTH LINE, N01°56'23"W A DISTANCE OF 300.09'; THENCE S89°28'46"W A DISTANCE OF 152.13'; THENCE S01°56'23"E A DISTANCE OF 300.09' TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL CONTAINING 1.0477 ACRES MORE OR LESS.

TOGETHER WITH A 50' WIDE EASEMENT FOR INGRESS AND EGRESS PURPOSES, LYING 25' EACH SIDE OF THE FOLLOWING DESCRIBED LINE SITUATE IN THE NE 1/4 OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEING A PORTION OF THE MAP OF FAVORETTA, FLORIDA AS RECORDED IN PLAT BOOK 1, PAGE 5, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
FROM A POINT OF REFERENCE, BEING THE NORTHWEST CORNER OF THE NW 1/4, OF THE NE 1/4, OF SAID SECTION 21, TOWNSHIP 13 SOUTH, RANGE 31 EAST, BEAR S01°56'23"E ALONG THE WESTERLY LINE OF SAID NW 1/4, OF THE NE 1/4, OF SECTION 21, SAID LINE ALSO BEING THE WESTERLY LINE OF SECRET TRAIL, A 100' WIDE EASEMENT, A DISTANCE OF 1348.11' TO THE SOUTHWEST CORNER OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21 AND TO THE POINT OF BEGINNING OF THIS DESCRIPTION BEING A POINT ON THE CENTERLINE OF THIS 50' INGRESS/EGRESS EASEMENT;

THENCE CONTINUE ALONG THE CENTERLINE OF SAID 50' EASEMENT BEING THE SOUTH LINE OF THE NW 1/4, OF THE NE 1/4, OF SECTION 21, N89°28'46"E A DISTANCE OF 1706.26' TO THE WESTERLY RIGHT-OF-WAY OF THE FLORIDA EAST COAST RAILWAY(F.E.C. R/R) AND TO THE POINT OF TERMINUS OF THIS DESCRIPTION, WITH SIDES BEING SHORTENED AND LENGTHENED AS TO NOT CREATE ANY GAPS OR OVERLAPS.

## Exhibit 3

## Protective Covenants and Restrictions

The following Protective Covenants and Restrictions hereinafter set forth, shall run with the land described in this Deed:

1. Subdivision of Land: This land can not be subdivided per 7
2. Uses and Purposes: Only one single-family dwelling unit per acre. No business, commercial or manufacturing enterprise of any nature shall be operated on any land except agriculture operations. However, no commercial hog, chicken, cattle, or other animal feed lot operation shall be operated on this land.
3. Dwelling Construction: All single-family dwellings shall meet the minimum County standards. Mobile Homes are allowed that are not over 3 years old, but no more than one single family mobile home per acre.
4. Drainage Ditches, Roads and Culverts: The drainage ditches and roads as now located and constructed over this land and reserved by Grantor, his successors, and assigns for their use shall remain in its present location on said land. All culverts and/or bridges installed in said drainage ditches on said easements shall be large enough in diameter and capacity not to impede the flow of the water and in no event shall said culverts be less than 18" in diameter and 30 feet long. No powerboats are allowed in canals.
5. Natural flow of surface and swamp water: The natural flow of all surface and swamp water cannot be impeded so as to cause a detrimental effect on the drainage of any adjacent property or property owned by the Grantor.
6. Mining, Drilling and Excavation: No mining, drilling, or excavation operations which would remove or effect the soil, or change the content of the land shall be allowed on this land except the following: (a) The drilling for water for normal farming or residential purposes as regulated by the proper governmental agency. No commercial water wells will be allowed and all water will be used on said property. (b) Excavation of ponds and other improvements is allowed as long as the excavated material remains on the land described in this deed. (c) The exploration and drilling for oil or natural gas and the subsequent operation for removal of said oil or natural gas, is not allowed.
7. Nuisances: All homes, structures, fences, lawns, pastures, etc. shall be maintained in a neat and orderly manner at all times. Refuse piles, debris, trash, scrap metal or other unsightly objects will not be permitted.
8. Animals: No more than two domestic animals of any kind per acre are allowed on this land. Animals, except dogs, horses, cows and cats, shall be housed or penned no closer than 100 feet to easement reserved by Grantor. All animals shall be contained on the property of its owner by adequate fencing.
9. Fences: Property owner is required to fence property and is responsible for maintaining said fence.
10. Marijuana: Grantor prohibits the legal and/or illegal growing, cultivating and/or sale of marijuana on said property.
11. Violation and Right to Lien: In the event of a violation of these covenants and restrictions, the Grantor or his heirs, shall give notice in writing to the property owner in violation. The violator shall have sixty (60) days to correct the violations. If the violation is not corrected within this sixty (60) day period, the Grantor or his heirs may correct the default at their discretion in which case the property shall be subject to a lien for the amount expended in correcting such default. Such lien shall be perfected upon the filing in the Flagler County Public Records a Claim of Lien signed by the Grantor, or his heirs or his attorney setting forth the description of the property, the amount of the lien, and the nature of the violation
12. Enforcement: In the event of a violation of these covenants or restrictions, it shall be lawful for the Grantor or his heirs to prosecute any proceedings at law or in equity to enforce these covenants and restrictions or to recover damages, for violation of the same.
13. Severability: If any one or more of these restrictions should be declared invalid by a court of competent jurisdiction, the remaining restrictions and covenants not fully expressly held to be invalid shall continue unimpaired and in full force and effect.