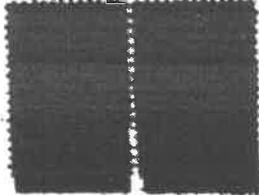
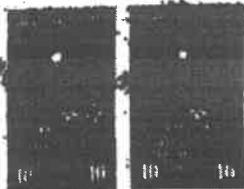


DEED 972 REC 71



WARRANTY DEED

THIS INDENTURE, Made this 10th day of May, A. D. 1944, between ARNOLD S. KIRKBY and CARLOTTA KIRKBY, his wife, of the County of Cook and State of Illinois, Parties of the First Part, and MARGARETE HEYK of the County of Pinellas and State of Florida, Party of the Second Part;

WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said party of the second part and her heirs and assigns forever, all that certain parcel of land lying and being in the County of Pinellas and State of Florida, more particularly described as follows:



Begin at the northwest corner of Section 31, Township 29 South, Range 15 East and run thence south 89°02'19" east 100.42' for point of beginning on the easterly line of a 100' right-of-way reserved for a road. Thence north 10°15'40" east along said right-of-way 164.85', thence north 11°24'25" east 60.21' thence along a curve to the left whose chord bears south 86°42'54" east 229.9' arc=230' and radius=2370', thence north 1°50'59" east 110', thence north 85°35'41" west 32', thence north 2°34'38" east 109.19', thence along a curve to the right whose chord bears 82°45'46" west 159.83' arc=160' and radius=960', thence north 11°52'02" east 1020', thence south 78°07'58" east 60', thence north 11°52'02" east 110', thence north 78°07'58" west 60', thence north 11°52'02" east 170', thence south 78°07'58" east 60' east, thence north 11°52'02" east 110', thence north 78°07'58" west 60', thence north 11°52'02" east 5048.55', thence north 12°54'00" east 981.76', thence north 13°35'20" east 278.74', thence along a curve to the right whose chord bears north 15°31'40" east, 174.72', arc=174.75' and radius=2582', thence north 17°28'00" east 779.80', thence along a curve to the left whose chord bears north 16°08'15" east 173.73', arc=174.17' and radius=3754', thence north 14°48'30" east 645.74' to a point 1012.54' south of the north line of Section 30, Township 29 South, Range 15 East, thence south 89°04'07" east, parallel to the said north line of Section 30, Township 29 South, Range 15 East, 750' more or less to an intersection with the easterly boundary of a tract of land described in Deed Book 458, page 536, Pinellas County, Florida, records, thence southerly along said easterly boundary to its intersection with the south line of Section 31, Township 29 South, Range 15 East, 1090' more or less east of the point of beginning, thence north 89°02'19" west 1090' more or less to point of beginning.

all of which will more fully appear from a map of said property prepared by Leo Butler, registered surveyor No. 78 and registered engineer No. 1468, of Clearwater, Florida, which map is attached to and by reference expressly made a part of this deed.



The above property is conveyed subject to all terms and provisions of that certain lease now existing between Kirkaby Hotels, Inc., a Florida corporation, and the United States of America, dated May 7, 1943; provided, however, that from and after the date of delivery of this deed all rents due under said lease shall be divided one-half (1/2) to the grantors and one-half (1/2) to the grantees. The said grantors, for themselves and for their heirs, executors, administrators and assigns, covenant, promise and agree that the grantee, her heirs, executors, administrators and assigns shall have an irrevocable license to pass in, through and over the road shown on the map aforesaid for the purpose of ingress and egress to the lands hereinabove described, free of let, hindrance or molestation of any kind from said grantors, provided, however, that if and only if said road becomes a public road, then this license shall forthwith cease and expire, the grantee herein specifically disclaiming any proprietary or financial right, title or interest in and to said road or any liability for the upkeep and repair of same. That part of the property hereinabove described which lies within Government Lots One (1) and Two (2) of Section 31, Township 29 South, Range 15 East, is conveyed under and accepted by the grantor subject to the following restrictions and limitations as follows, to-wit:

(a) No building or structure shall be erected or maintained other than a separate and detached single family dwelling used for residential purposes only, which shall not exceed two stories in height and a private garage either alone or with servants' quarters combined therewith and one outdoor grill.

(b) No building, including porches and overhanging parts thereof, shall be erected nearer than five feet to the East and West boundary lines of said tract of land, nor nearer than fifteen feet to the North and five feet to the South boundary lines of said tract of land.

(c) No dwelling shall cost less than Three Thousand Dollars (\$3,000.00), nor shall the ground floor square foot area thereof, exclusive of porches, be less than 800 square feet in the case of a one-story dwelling or less than 500 square feet in the case of a one and one-half or two-story dwelling.

(d) No building shall be erected or sewage disposal plant built or installed except in conformity with plans and specifications and location therefor previously approved by the parties of the first part, their successors or assigns.

(a) Neither said tract of land nor any of the improvements thereon shall be rented, sold or otherwise disposed of to persons of African descent.

(f) No business, trade or manufacture shall be carried on nor shall the real estate herein described be used for any purpose other than residential purposes.

(g) The invalidation, by order or judgment of any Court, of any one of the restrictions or limitations or assessments contained herein shall in no wise affect any of the other limitations and restrictions herein.

The foregoing restrictions shall in no case be construed as a limitation upon the right of the grantee, her heirs, executors, administrators and assigns to subdivide the whole of said property or any part thereof or to convey parts or parcels of the entire property, provided, however, that in the event of such subdivision or conveyance of a portion of said property, said restrictions shall apply to each individual ownership.

Each and every one of the above described restrictions and limitations and assessments shall run with the land, and the violation in whole or in part, of any one or more of the said restrictions and limitations by the party of the second part, her heirs or assigns, or by the owner or owners of the real estate herein conveyed, title to which is obtained by virtue of any judicial proceedings or otherwise, shall not work a forfeiture of or divest title to the land hereby conveyed, but shall entitle the parties of the first part, their heirs, executors, administrators or assigns, or any other person or persons owning any other land adjoining the land herein described or owning any other lot in any subdivision hereafter made of adjoining land, to prosecute proceedings either at law or in equity against any person or persons violating or attempting to violate, in whole or in part, any one or more of said above described restrictions and limitations.

The grantors further promise, covenant and agree for themselves and for their heirs, executors, administrators and assigns, that from and after the date of delivery of this deed, they will make no conveyance of any land in Government Lots One (1) and Two (2) of Section 31, Township 29 South, Range 15 East, lying east of the above described road or right-of-way which may still be owned by the grantors, except by deed or deeds of conveyance in which are incorporated the identical restrictions and limitations enumerated above in paragraphs (a) to (g) inclusive, and said grantors further promise, covenant and agree for themselves and for their heirs, executors, administrators and assigns, that from and after the date of delivery of this deed, they will make no conveyance of any land in Government Lots One (1) and Two (2) of Section 31, Township 29 South, Range 15 East, which may still be owned by the grantors, lying west of the above described road or right-of-way, except by deed or deeds of conveyance in which are incorporated the identical restrictions and limitations enumerated in a certain deed of conveyance from Kirksey Hotels, Inc., to H. D. Raymond et ux, recorded in Deed Book No. 880 at page 523 of the public records of Pinellas County, Florida. The grantors assign, transfer and set over unto the grantee the right to approve the plans, specifications and locations for all buildings erected, sewage

disposal plants built or installed or piers built or erected on the property or any part thereof which is the subject of this conveyance, expressly disclaiming any further personal right or interest in and to restriction (d) herein above set forth and described. The grantors, for themselves and for their heirs, executors, administrators and assigns, do further covenant, promise and agree that the grantee, her heirs, executors, administrators and assigns, in common with all other owners, present or future, of lots lying east of said road or right-of-way, shall have a perpetual and irrevocable license to use lots 21, 43 and 60 of Unit No. 1 of Belleair Beach; (the map of which is unrecorded but which is attached to and a part of a certain deed recorded in the public records of Pinellas County, Florida, on March 10, 1944, as Instrument No. 687555) for beach or bathing purposes.

The grantors, for themselves and for their heirs, executors, administrators and assigns, do further covenant, promise and agree that the grantee, her heirs, executors, administrators and assigns, in common with the other owners of lots lying east of said road or right-of-way shall have a perpetual and irrevocable license to use the parcel hereinafter more specifically described, for beach or bathing purposes.

Beginning at a point on the south boundary line of Section 30, Township 29 South, Range 15 East, where the same intersects the western boundary of the road or right-of-way shown on the map attached to this deed and run north along the western boundary of said road a distance of two thousand feet for a point of beginning; thence run north along the western boundary of said road or right-of-way eighty feet, thence run west to the waters of the Gulf of Mexico, thence run South along the waters of the Gulf of Mexico to a point opposite the point of beginning, thence run east to the point of beginning; provided, however, that if and when the grantors, their heirs, executors, administrators or assigns, shall plat or subdivide the property owned by them in said Section 30, they shall select and designate approximately at the center of said Section 30 an area eighty feet in width abutting on the western boundary of said road and extending to the Gulf of Mexico and shall execute and deliver to the grantee, her heirs, executors, administrators and assigns a perpetual and irrevocable license to use the same for beach or bathing purposes, whereupon the license created by this deed in respect to said Section 30 shall become null and void.

Taxes for 1944 pro-rated between the parties as of the date of delivery of these presents.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

TO HAVE AND TO HOLD the same in fee simple forever.

And the said parties of the first part do covenant with the said party of the second part that they are lawfully seized of the said premises, that they are free from all encumbrances and that they have good right and lawful authority to sell the same; and the said parties of the first part do hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the First Part have herunto set their hands and seals the day and year above written.

Signed, read and delivered in our presence:

George E. Fox Jr.

Arnold S. Kirkely (SEAL)  
Arnold S. Kirkely

H.P. Carberry

Carlotta Kirkely (SEAL)  
Carlotta Kirkely

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS

I HEREBY CERTIFY, That on this 10th day of May, A.D. 1944, before me personally appeared ARNOLD S. KIRKELY and CARLOTTA KIRKELY, his wife, to me known to be the persons described in and who executed the foregoing conveyance to Margaret Here and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said CARLOTTA KIRKELY, the wife of the said Arnold S. Kirkely, on a separate and private examination taken and made by and before me, and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion of or from her said husband.

WITNESS my signature and official seal at

in the County of Cook and State of Illinois, the day and year last aforesaid.



My Commission expires Aug 5, 1946.

W.T. Hagemann

Notary Public.