

CC&Rs
Hemingway Condo Assn Inc.

State of Florida



Department of State

I certify from the records of this office that THE HEMINGWAY CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 3, 1979.

The document number of this corporation is 747923.

I further certify that said corporation has paid all fees due this office through December 31, 1989, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
11th day of September, 1989.



CR2EO22 (6-88)

A handwritten signature in blue ink, reading "Jim Smith".

Jim Smith
Secretary of State

79191573

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

THE HEMINGWAY, A CONDOMINIUM

Nov 8 9 06 AM '79

This is a Declaration of Condominium made this 28th day of June, A.D. 1979, by SOUTHERN INTERNATIONAL INVESTMENT CORPORATION, a corporation existing under the laws of the State of Florida, hereinafter referred to as the "Developer", for itself and its successors, grantees and assigns, to its grantees and assigns, and their heirs, successors and assigns:

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain real property; and

WHEREAS, Developer will erect or has erected on said real property a fourteen (14) unit building and related facilities; and

WHEREAS, Developer desires to submit said real property and said apartment building with related facilities to condominium ownership, all pursuant to Chapter 718, Florida Statutes, known as the Condominium Act;

NOW, THEREFORE, the said SOUTHERN INTERNATIONAL INVESTMENT CORPORATION hereby makes the following declarations:

1. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF OWNERSHIP: The following described property hereinafter referred to as the "Condominium Property" is hereby submitted to condominium ownership:

All of Lot 7 according to Plat of PASADENA PLAZA, as recorded in Plat Book 46 at Page 30, Public Records of Pinellas County, Florida

and all improvements erected or installed on said Condominium Property, including one (1) building containing fourteen (14) condominium units and related facilities.

2. NAME: The condominium is to be identified by the name of THE HEMINGWAY, A CONDOMINIUM.

3. DEFINITIONS: For all purposes in this Declaration and for all purposes in the Articles of Incorporation and By-Laws of THE HEMINGWAY CONDOMINIUM ASSOCIATION, INC. a Florida non-profit corporation, the following words shall have the defini-

Condominium plats pertaining hereto are filed in Condominium Plat Book 37, pages 161 through 164.

D. MICHAEL SPEARS of 1701 d
Battaglia, Ross, Folizzo, Hastings, Dicus & Campbell
ATTORNEYS AT LAW
P.O. BOX 41100
980 TYRONE BOULEVARD
ST. PETERSBURG, FL 33743

tions as hereinafter stated, to-wit:

(a) Assessment: a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.

(b) Association: the corporate entity responsible for the operation of a condominium.

(c) Board of Administration: the board of directors or other representative body responsible for administration of the Association.

(d) By-laws: the by-laws of the Association existing from time to time.

(e) Common Elements: the portions of the condominium property not included in the units.

(f) Common Expenses: all expenses and assessments properly incurred by the Association for the condominium.

(g) Common Surplus: the excess of all receipts of the Association, including, but not limited to, assessments, rents, profits, and revenues on account of the common elements, over the common expenses.

(h) Condominium: that form of ownership of real property which is created pursuant to the provisions of Chapter 718 of the Florida Statutes known as the "Condominium Act", and which is comprised of units that may be owned by one or more persons, and there is, appurtenant to each unit, an undivided share in common elements.

(i) Condominium Parcel: a unit, together with the undivided share in the common elements which is appurtenant to the unit.

(j) Condominium Property: the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

(k) Declaration or Declaration of Condominium: the instrument or instruments by which a condominium is created, as they are from time to time amended.

(l) Developer: a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a

unit who has acquired his unit for his own occupancy.

(m) Institutional Mortgagee: a bank, a federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, insurance company, and/or a real estate investment trust holding a mortgage on one or more condominium parcels.

(n) Member: an owner of a condominium parcel who is a member of THE HEMINGWAY CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association".

(o) Unit: a part of the condominium property which is subject to exclusive ownership. A unit may be in improvements, land, or land and improvements together, as specified in the Declaration.

(p) Unit Owner or Owner of a Unit: the owner of a condominium parcel.

(q) Limited Common Elements: Those common elements which are reserved for the use of a certain condominium unit to the exclusive of other units as set out herein.

4. IDENTIFICATION:

(a) The units are as shown on Exhibit "A". The upper boundary of each unit shall be the plane or planes of the undecorated, finished ceiling, extended to intersection with the perimetrical boundaries as shown on Exhibit "A". The lower boundary of each unit shall be the plane or planes of the undecorated finished floor extended to intersection with the perimetrical boundaries as shown on Exhibit "A". The perimetrical boundaries of each unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit as shown in Exhibit "A", extended to intersection with the upper and lower boundaries. These boundaries are more specifically defined on Exhibit "A" attached hereto. The screened balcony attached to the unit, the storage locker assigned to each unit and the air-conditioner compressor assembly for each unit shall be limited common elements.

In areas where the planes described herein do not intersect due to "split-level" floors or ceilings, or offsets in the walls, the unit boundaries shall be labeled and identified on Exhibit "A". Said Exhibit "A" is incorporated herein by reference and in the event of an inconsistency between the unit boundaries as described herein, and as labeled on Exhibit "A", said Exhibit "A" will govern.

(b) Each condominium unit is identified by a number as shown on the plat attached hereto as Exhibit "A", and made a

part hereof, so that no unit bears the same designation as does any other unit.

5. CHANGE IN PLANS AND SPECIFICATIONS: The Developer herein is hereby authorized to make whatever changes it may deem necessary in the plans and specifications during the construction of improvements on said property.

6. DEVELOPER'S UNITS AND PRIVILEGES:

(a) The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by it. Said Developer shall have the right to transact on the Condominium Property any business necessary to consummate sale of units, including, but not limited to the right to maintain condominium models, have signs, employees in the office, use the common elements and to show units. A sales office, signs, and all items pertaining to sales shall not be considered common elements and remains the property of the Developer. In the event there are unsold units, the Developer retains the right to be the owner thereof, under the same terms and conditions as other owners, save for this right to sell, rent or lease as contained in this paragraph.

(b) The Developer owning condominium units offered for sale shall be excused from the payment of the share of the common expenses and assessments related thereto for a period subsequent to the recording of the Declaration of Condominium. The period must terminate no later than the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium unit occurs.

7. COMMON ELEMENTS: Common elements, as hereinabove defined, shall include within its meaning, in addition to the items as listed in the Florida Condominium Act, Section 718.108, the following items:

(a) An exclusive easement for the use of the air space occupied by the condominium unit as it exists at any particular time as the unit may lawfully be altered;

(b) An undivided share in the common surplus;

(c) Cross easements for ingress, egress, support, maintenance, repair, replacement and utilities;

(d) Easements or encroachments by the perimeter walls, ceilings and floors surrounding each condominium unit caused by the settlement or movement of the buildings or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist;

(e) Amendments to the common elements may be made as provided for in Chapter 718.110(5) and (6) of the Florida Statutes, as amended (1976).

8. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS: The undivided shares, stated as percentages, in the common elements appurtenant to each of the condominium units are as follows:

<u>UNIT NUMBER</u>	<u>PERCENT</u>
101, 103, 201, 203, 301, 303, 401, 403	7.29% each
102, 202, 302, 402	5.42% each
501, 502	10% each
TOTAL	100%

#102.06

9. COMMON EXPENSES AND COMMON SURPLUS:

(a) Common expenses shall be shared in accordance with the undivided shares stated as percentages in paragraph 8. It is understood that this shall include all the expenses in connection with any assessments, insurance, and all other expenditures for which the Association shall be responsible.

(b) The common surplus shall be owned by unit owners in the shares provided in paragraph 8 above.

10. GOVERNING BODY: The affairs of the condominium shall be conducted by a corporation incorporated pursuant to the Florida Statutes governing corporations not for profit. The name of the corporation to conduct the affairs of the condominium shall be THE HEMINGWAY CONDOMINIUM ASSOCIATION INC., hereinafter called the "Association", the Articles of Incorporation of which are attached hereto as Exhibit "B", and made a part hereof as though set out in full. The By-laws of the Association are attached hereto as Exhibit "C", and made a part hereof as though set out in full.

11. THE ASSOCIATION:

(a) The Developer and all persons hereinafter owning condominium parcels (owners), whose interest is evidenced by the recordation of a proper instrument in the public records of Pinellas County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.

(b) An owner or owners of a single condominium parcel shall collectively be entitled to one (1) vote, which vote

shall be cast by the voting member.

(c) There shall not be more than fourteen (14) voting members at any one time and each may cast one (1) vote. A person or entity owning more than one (1) condominium parcel may be designated as a voting member for each one such condominium parcel which he or it owns. Failure by all members of any single condominium parcel to file the aforementioned written sworn statement with the secretary prior to a members' meeting will result in depriving such owners of a single condominium parcel of a vote at such meeting.

(d) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) members and not more than five (5) voting members who are to be elected annually by the voting members.

12. AMENDMENT OF DECLARATION:

(a) This Declaration may be amended by affirmative vote of three-fourths (3/4) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one percent (51%) of the members of the Association present or represented by written proxy in accordance with the By-laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment.

(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expense as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot. If it shall appear through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements

Prepared by and return to:
Ellen Hirsch de Haan, J.D.
Becker & Pollakoff, P.A.
2401 West Bay Drive, Suite 414
Largo, FL 33770

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE HEMINGWAY, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium Ownership of The Hemingway, A Condominium, as recorded in Official Records Book 4939 at Page 2056 and Condominium Plat Book 37 Page 101 of the Public Records of Pinellas County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held February 18, 2005.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of May, 2005, at 4401 13th St Pinellas County, Florida.

WITNESSES

THE HEMINGWAY CONDOMINIUM
ASSOCIATION, INC.

Sign Frank Schinner

Print FRANK SCHINNER

By: [Signature]
President

Sign Barbara Schinner

Print BARBARA SCHINNER

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 9 day of May, 2005, by Frank Schinner, as President of The Hemingway Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

SIGN D. Joyce Dvorak

PRINT D. Joyce Dvorak
State of Florida at Large

My Commission Expires:



D. Joyce Dvorak
My Commission DD253823
Expires November 21, 2007

**ADOPTED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
THE HEMINGWAY, A CONDOMINIUM**

Adopted amendment to Article 14., Section (b), as follows:

**14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY,
INTEREST, COLLECTION:**

...

(b) All assessments which are not paid shall bear interest at the highest rate allowed by law for individuals in the state of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00 or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. Payments are due on the first day of each month, or on such other date as the Board shall determine, from time to time. Payments which are not received by ten (10) days following the due date shall be considered to be late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection and then to the oldest balance of the assessment due. Every assessment, regular or special, made hereunder and costs incurred in collecting of same, including all assessments due, late fees, interest, and reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association...

**PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING,
UNAFFECTED TEXT INDICATED BY "..."; DELETED TEXT
INDICATED BY STRIKE THROUGH.**

or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred percent (100%) (or if it shall appear that, through such error, more than one hundred percent (100%) of common elements or common expenses or ownership of the common surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of the liens thereupon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

13. TYPE OF OWNERSHIP: Ownership of each condominium parcel shall be by Warranty Deed from the Developer, conveying fee simple title to each condominium parcel. There shall be included in each parcel the undivided share in the common elements herein specified.

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(a) Common expenses shall be assessed against each condominium parcel owner by the Association as provided in paragraphs 8 and 9 above.

AMENDED
(b) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recording of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any institutional first mortgage.

(c) Where an institutional mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of said foreclo-

sure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

(d) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

15. MAINTENANCE: The responsibility for the maintenance of the condominium unit and parcels, as it may apply hereafter, shall be as follows:

(a) BY THE ASSOCIATION: The Association shall maintain, repair and replace at the Association's own expense:

(1) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, and load bearing columns.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the unit contributing to the support of the building or within interior boundary walls and all such facilities contained within an apartment which service part or parts of the condominium other than the unit within which it is contained.

(3) All incidental damage caused to an apartment by such work shall be promptly repaired at the expense of the Association.

(b) BY THE CONDOMINIUM PARCEL OWNER: The responsibility of the condominium parcel owner shall be as follows:

(1) To maintain in good condition, repair and replace at his expense, all portions of the unit except those portions to be maintained, repaired and replaced by the Association, and such shall be done without disturbing the rights of other unit owners which shall include, but not be limited to the following:

(aa) repair of water leaks within the unit; and

(bb) repair any and all heating defects within the unit. In the event that such repairs are not made within fifteen (15) days after notice by the Association or the maintenance company, the Association or the maintenance company

shall have the right to enter said unit and make such repairs and assess the unit owner accordingly.

(cc) repair the limited common elements pertaining to his unit. However, in performing such repairs and or replacements, the unit owner shall maintain the uniformity of appearance of such limited common elements with the other limited common elements in the condominium.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.

(3) To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

(4) No condominium parcel owner shall make any alterations in the portions of the building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety and soundness of the building or impair any easement without first obtaining approval from the Board of Directors of the Association.

(c) AT THE OPTION OF THE ASSOCIATION: The Association may, at its own expense:

(1) use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners, including assessment for reserves or betterments;

(2) purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(3) enter into and upon the units when necessary and with as little inconvenience to the owners as possible in connection with such maintenance, care and preservation;

(4) insure and keep insured said condominium property in the manner set forth in the Declaration against loss from fire and/or other casualty, and unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(5) collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violation of the By-laws and the terms and con-

ditions of this Declaration;

(6) to employ workmen, janitors and gardeners and to purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and generally to have the powers of an apartment house manager, including the right to employ and/or contract with, if deemed advisable, a maintenance service contractor and/or apartment house manager, who shall maintain, service and/or manage the building and related facilities, and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the building.

16. ENFORCEMENT OF MAINTENANCE: In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provision; however, any lender or owner in the event the Association fails to comply with the terms and conditions of this Declaration or its Articles of Incorporation and By-laws may apply to a court of competent jurisdiction for the appointment of a Receiver for the purpose of carrying out the terms and conditions required to be performed by the Association.

17. INSURANCE: The insurance other than title insurance, which shall be carried upon the condominium property of the condominium parcel owners shall be governed by the following provisions:

(a) All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. The above insurance provision specifically does not include coverage of or on personal property and/or for personal liability and/or living expense.

(b) COVERAGE:

(1) Casualty: The building and improvements upon the land and all personal property included in the condominium property, other than personal property owned by the condominium parcel owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard

extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to buildings similar in construction, location and use to the building on the land including, but not limited to, vandalism and malicious mischief.

(2) Public Liability: The Board of Directors of the Association shall contract for public liability insurance as it may deem necessary at the expense of the Association.

(3) Workmen's Compensation: Workmen's Compensation to meet the requirements of law.

(4) Flood Insurance Protection: Flood insurance protection under the Flood Disaster Protection Act of 1973, if required, to meet the requirements of the law.

(c) Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the general expense account.

(d) All insurance policies purchased by the Association shall be for the benefit of the Association and the condominium parcel owners and their mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the condominium parcel owners in accordance with the percentages herein specified.

(e) In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the condominium parcel owners owning such units and their mortgagees, if there be mortgages on said units, as their interests may appear, and it shall be the duty of those condominium parcel owners to effect the necessary repairs to the improvements within their respective units.

(f) In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made jointly to the Association and the holder of mortgages on the units, and the proceeds shall be expended or disbursed as follows:

(1) If the mortgagees agree, all payees shall endorse the insurance company's check to the Association and the Association will promptly contract for the necessary repairs to the improvements within the common elements and within the damaged units. If the insurance proceeds should be sufficient to repair all of the damage within the units, but insufficient to

repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the condominium parcel owner shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

(2) In the event all mortgagees do not agree to the endorsement of the proceeds as provided in paragraph 17(f)(1) above, all payees shall endorse the insurance company's check to the institutional first mortgagee owning and holding the oldest recorded mortgage encumbering any unit, which mortgagee shall hold the insurance proceeds in escrow and the escrow agent (should there be no such institutional first mortgagee or none with legal capacity to perform such escrow, then the payees shall endorse the insurance check to the Association, as escrow agent) shall disburse the funds as follows:

(aa) In the event any institutional first mortgagee demands application of insurance proceeds to the payment of its loan, the Escrow Agent shall distribute such proceeds jointly to the respective unit owners sustaining damages and their mortgagees, as their interests may appear, in accordance with the damage sustained by each unit and in relation to the total damage claim and the amount of insurance funds available;

(bb) In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common property and within the units and provided all institutional first mortgagees, if any, agree in writing to such application of the insurance proceeds to this purpose, the improvements shall be completely repaired and restored. In the event the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall post a performance bond and the escrow agent shall disburse the insurance proceeds and other funds held in escrow in accordance with the progress payments contained in the Construction Agreement between the Association and the Contractor, which agreement shall be subject to prior written approval of the Escrow Agent.

(cc) In the event institutional first mortgagees unanimously agree to have the insurance proceeds applied to reconstruction, but the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interests appear, to

obtain the necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessment, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment and one hundred (100%) percent vote for abandonment of the condominium project, the insurance proceeds shall be disbursed in accordance with the percentages allocable to each unit as per paragraphs 8 and 9 of this Declaration of Condominium, and the condominium project may be terminated as provided in paragraph 22 hereinafter.

(g) If there has been loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same and all of the units, and if the majority of the voting members vote against levying the special assessment referred to above, and one hundred percent (100%) vote to abandon the condominium project, same shall be abandoned subject to the provisions of paragraph 22 hereinafter. As evidence of the members' resolution to abandon, the President and Secretary of the Association shall effect and place in the public records of Pinellas County, Florida, an affidavit stating that such resolution was properly passed, to which a copy of the consent of the units owners and holders of all liens shall be affixed.

(h) Under all circumstances, the Board of Directors of the Association hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements, subject to the approval of any mortgage of the premises damaged.

18. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than the Developer shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Associa-

tion shall either approve or disapprove a proposed sale, transfer or conveyance, in writing, and shall notify the owner of decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the to act as aforesaid shall be considered approval of the sale.

In the event the Board of Directors of the Association disapprove the proposed sale, conveyance or transfer, and a member shall desire to consummate such sale, conveyance or transfer, he shall, thirty (30) days before such sale, conveyance or transfer, give written notice to the Secretary of the Association of his intention to sell, convey, or transfer on a certain date, together with a copy of the contract setting forth the terms thereof and price; said price, however, shall not exceed the fair market value of said condominium unit. If a dispute arises as to the definition of fair market value, it shall be resolved as provided for hereinafter. The Association shall promptly notify the members of the Association of the date, price and terms. Any member of the Association shall have the right first over the prospective purchaser to accept such sale or transfer on the terms contained in the notice, provided that he shall so notify the Secretary of the Association, in writing, of the acceptance, at least fifteen (15) days before the date of the intended sale or transfer, and deposit with the Secretary of the Association ten percent (10%) of the purchase price as a good faith deposit, which information and notice of deposit the Association shall promptly forward to the owner.

In the event no members of the Association accept first right of purchase as aforescribed, then the Association must either approve the transaction or furnish a purchaser approved by the Association, who will accept the transaction upon the terms and conditions contained in the notice provided the Association at least ten (10) days before the date of the intended sale or transfer, notifies the owner that a purchaser has been furnished and that said purchaser has deposited ten percent (10%) of the purchase price with the Association, as a good faith deposit for the intended sale. In the event the member giving notice receives acceptances from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale or transfer with whichever of the accepting members he chooses.

In the event the member giving notice receives no written notice from any member of the Association accepting the price and terms of the proposed sale or transfer on or before ten (10) days before the date given in the notice as the date of sale or transfer, then that member may complete the sale or transfer on the day and at the price and the terms given in his notice, but on no other price or terms without repeating the pro-

cedure outlined above.

In the event the member makes a sale or transfer without first complying with the terms hereof, any other member of the Association shall have the right to redeem from the purchaser, according to the provisions hereof. The said redemption rights shall be exercised by reimbursing the purchaser for the monies expended as shown on the contract for purchase of a condominium unit, which shall not exceed the fair market value, and immediately after such reimbursement the said purchaser or transferee shall convey all his right, title and interest to the member of the Association, making the redemption. Any expenses, which shall include but not be limited to attorney's fees and court costs incurred by the Association, or any members for enforcement of the provisions of this paragraph 18 shall be assessed against the member who violates or fails to comply strictly with the provisions of this paragraph 18.

An affidavit of the Secretary of the Association, stating that the Board of Directors of the Association approved in all respects on a certain date the sale or transfer of a condominium parcel to certain persons, shall be conclusive evidence of such fact, and from the date of approval as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Association stating that the Board of Directors of the Association were given proper notice on a certain date of a proposed sale or transfer and the Board of Directors of the Association disapproved or failed to act on such proposed sale or transfer, and that thereafter, all the provisions hereof which constitute conditions precedent to a subsequent sale or transfer of a condominium parcel have been complied with and that the sale or transfer of a particular condominium parcel to a particularly named person does not violate the provisions hereof, shall be conclusive evidence of such facts as for the purpose of determining the status of the persons' title to such condominium parcel sold or transferred. Such affidavit shall not be evidence of the fact that the subsequent sale or transfer to such person was made at the price, terms and on the date stated in the notice given to the Secretary, but one hundred eighty (180) days after the date of the notice to the Board of Directors of the Association, as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

In case of the death of the owner of a condominium parcel the surviving spouse, if any, and, if no surviving spouse, the other member or members of such owner's family residing with the owner at the time of his death, may continue to occupy the said condominium parcel; and if such surviving spouse or other member or members of the decedent owner's family shall

have succeeded to the ownership of the condominium parcel, the ownership thereof shall be transferred by legal process to such new owner.

In the event said decedent owner shall have conveyed or bequeathed the ownership of his condominium parcel to some designated person or persons, other than the surviving spouse or members of his family as aforescribed, or if some other person is designated by such decedent's legal representative to receive the ownership of the condominium parcel, or under the laws of descent and distribution of the State of Florida, the condominium parcel descends to some person or persons other than his surviving spouse or members of his family as aforescribed, the Board of Directors of the Association, shall within thirty (30) days of proper evidence of rightful designation served upon the President or any other officer of the Association or within thirty (30) days from the date the Association are placed on actual notice of said devisee or descendent, express their refusal or acceptance of the individual or individuals so designated as owner or owners of the condominium parcel. If the Board of Directors of the Association shall consent, in writing, ownership of the condominium parcel may be transferred to the person or persons so designated, who shall thereupon become the owner or owners of the condominium parcel, subject to the provisions of this enabling Declaration of Condominium and the By-laws of the Association. If, however, the Board of Directors of the Association shall refuse to consent, then the members of the Association shall be given an opportunity during thirty (30) days to purchase, for cash, the said condominium parcel at the then fair market value thereof.

In the event a dispute arises as to what should be considered the fair market value of a condominium parcel as provided for herein, then the time requirements for approval or disapproval of a proposed sale and other notice requirements as set forth in this paragraph 8 herein shall be abated until final decision has been made by an Appraiser appointed by the Senior Judge of the Circuit Court in and for Pinellas County, Florida, upon ten (10) days notice on petition of any party in interest. The expense of appraisal shall be paid by the Seller or the legal representative of the Seller out of the amount realized from the sale of such condominium parcel. In the event the then members of the Association do not exercise the privilege of purchasing said condominium parcel within such period, and upon such terms, then and only in such event, the person or persons so designated by the Decedent shall take title to the condominium parcel; or such person or persons or the legal representative of the decedent may sell the said condominium parcel, but the sale shall be subject in all respects to the provisions of this enabling Declaration of Condominium and the By-laws of the Association.

(b) Rental or Lease: A condominium parcel shall

(b) Rental or lease: A condominium parcel shall

not be leased or rented without the prior written approval of the Association when the Maintenance Agreement has expired, as provided for herein, then a condominium parcel shall not be leased or rented without the prior written approval of the Association and the terms and conditions of said lease are subject to the approval of the Board of Directors of the Association, provided, however, that a lease for a condominium shall not be for a period of less than one (1) month.

(c) Corporate Purchaser: If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval by the Association of all occupants of the condominium parcel.

(d) Transfer; Mortgagee-Developer: Notwithstanding anything to the contrary herein, the provisions of this paragraph 18 shall not be applicable to transfer to mortgagees whether in foreclosure or by judicial sale, or by the voluntary conveyance in lieu of foreclosure, whereby such mortgagee becomes an owner nor to the Developer until after the Developer has initially conveyed or disposed of all interests in the property nor to any sale or lease by such mortgagee.

(e) Mortgage: No parcel owner may mortgage his parcel or interest therein without the approval of the Association, except to a bank, life insurance company, federal savings and loan association, institutional investor, mortgage banker and/or real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

19. RESTRAINT UPON SEPARATION AND PARTITION: Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to, the condominium parcel owner's share in the common elements, and his Association membership.

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall abide by the following regulations:

(a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automo-

bile will be permitted within the development of which the unit is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; and the unit owner owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.

(b) Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment, and each occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as hallways, etc., landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas, temporarily or otherwise.

(c) Each apartment shall be used only for the purpose of a single family residence and no children under sixteen (16) years of age may reside in such residence. However, a child under sixteen (16) years of age may be permitted to visit his immediate relatives in such an apartment for a period of no longer than two (2) weeks, so long as the child is properly supervised to the satisfaction of the Association. Any exception to this paragraph shall be obtained by prior written approval of the Association.

(d) Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment; but no drying of laundry will be permitted outside of the occupant's apartment or in the courtyard, excepting in the laundry room.

(e) Condominium parcel owners shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is the intent of the Developer that said written approval will not be withheld for small pets. For purposes of this paragraph, small animals are defined as animals weighing fifteen (15) pounds or under. In the event written approval as aforescribed is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to enter the recreational areas and/or to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval as to small animals referred to above at any time in its sole

discretion when the small animal becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets.

(f) Apartment occupants are reminded that alteration and repair of the apartment building are the responsibilities of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Association. No reflecting device or materials may be used in any of the aforementioned areas.

(g) No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on or about the condominium property between the hours of 11:00 p.m. and the following 8:00 a.m., if the same shall in any manner disturb or annoy the other occupants of the condominium.

(h) Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles supplied by the Association.

(i) Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved.

(j) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment.

(k) All official notices of the Association or of a management corporation, if utilized, shall bear the signature of the president and the official seal of the said Association and/or the management corporation.

(l) All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

(m) Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor

appears and appropriate action will be taken.

(n) These rules and regulations are subject to modification by the Association in accordance with the By-laws as set forth in the Declaration of Condominium.

(o) The owner of a condominium parcel shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in his unit or on the common elements.

(p) Each condominium parcel owner shall conform to and abide by the By-laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise.

(q) Each condominium parcel owner shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-laws of the Association.

(r) Condominium parcel owners shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.

21. PARKING SPACE: Owner is given the right to use his parking space for automobile parking only. The open parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped, if the corporate sovereign having jurisdiction over said property requires, pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex; except that the Board of Directors of the Association shall not have the authority to designate or relocate a covered parking space or area which has

been designated for use to an owner by the Developer without first obtaining the written consent of the owner to whom said parking space has been assigned. The Board of Directors may from time to time, should they determine there is a need, change the open parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

22. TERMINATION: The condominium may be terminated in the following manner:

The termination of the condominium may be effected by unanimous agreement of the condominium parcel owners and mortgagees holding mortgages on said units, which agreement shall be evidenced by an agreement instrument or instruments executed in the manner required for conveyances of land. The termination shall become effective when such agreement has been recorded in the public records of Pinellas County, Florida.

23. COVENANTS: All provisions of the Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors and assigns shall be bound by all the provisions of this Declaration.

24. INVALIDATION AND OPERATION: Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a condominium parcel, whether by judgment or court order or law, shall in no wise affect any of the other provisions, which shall remain in full force and effect.

In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose period allowing under such rule of law and for such purpose measuring lines shall be those of the incorporators of the Association.

25. DEVELOPER'S PRIVILEGES: Anything herein to the contrary notwithstanding, Developer, and any party designated in writing by Developer as a "Successor Developer," shall have the right to transact on the condominium property any business helpful in selling units, including, but not limited to, the right to

maintain models and have signs and promotional material on the common elements.

Anything herein to the contrary notwithstanding, Developer shall have the right to take all steps Developer may deem appropriate or necessary to complete construction of the improvements shown on Exhibit "A", and neither the Association nor any unit owner shall have any right in any manner to interfere with, hinder, or impede completion of construction of the improvements by Developer or the sale of units by Developer, and Developer is hereby expressly authorized to take all such actions as Developer may deem appropriate to complete the improvements and the sale of units by Developer.

Developer shall have the right to exercise the vote appurtenant to units owned by Developer in the same manner as other unit owners. For purposes of voting or approval of matters as provided for herein or in the Articles of By-Laws of the Association, the Developer shall be considered a separate unit owner for each unit owned by it.

Developer guarantees that the assessments on units owned by other unit owners shall not increase beyond \$69.00 per month for a one (1) bedroom, \$77.00 per month for a two (2) bedroom, and \$84.00 per month for a three (3) bedroom until June, 1980 or until such time as the Developer has sold all units, whichever shall occur first. Developer hereby obligates itself and agrees to pay any amount of common expenses incurred while such guarantee is in effect which are not produced by the assessments at said guaranteed level receivable from other owners. Such guarantee by Developer shall continue in effect until June, 1980 or until such time as the Developer has sold all units, whichever occurs first, and thereafter until terminated by Developer mailing written notice of such termination to the other unit owners at their addresses as reflected by the Association's records. Until termination of the guarantee Developer shall be excused with respect to units owned by it, and such units shall be exempt from assessments.

26. GENERAL: THE HEMINGWAY, A CONDOMINIUM shall be operated and maintained pursuant to the Condominium Act, and the Association and the members thereof shall have and enjoy all of the rights, privileges and duties as are presently set forth in the Condominium Act of the State of Florida and as same may be amended from time to time, except as said operation, maintenance, rights, privileges and duties, may be altered, changed or limited by this Declaration and the exhibits attached hereto. All matters not specifically covered in this Declaration and exhibits attached hereto, shall be determined in all instances by the provisions of the said Act.

Article headings are for convenience only and shall not be construed to limit or affect the meaning of the text.

Use of the singular shall include the plural, and the use of any gender shall include all genders.

THIS DECLARATION FOR THE CREATION AND ESTABLISHMENT OF THE HEMINGWAY, A CONDOMINIUM, including exhibits attached hereto, made and entered into, and submitted this 28th day of June, A.D., 1979.

Witnesses:

Gayle Skay
Jennifer Reuben

SOUTHERN INTERNATIONAL INVESTMENT CORPORATION

By: Morton Greenglass
Morton Greenglass, President

Attest: David Freedman
David Freedman, Secretary

IN WITNESS WHEREOF, said non-profit corporation has caused these presents to be signed in its name by its proper officers thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Gayle Skay
Jennifer Reuben

THE HEMINGWAY CONDOMINIUM ASSOCIATION, INC.

By: Morton Greenglass
Morton Greenglass, President

David Freedman
David Freedman, Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this 28th day of June, 1979, before me personally appeared MORTON GREENGLASS, President and DAVID FREEDMAN, Secretary of SOUTHERN INTERNATIONAL INVESTMENT CORPORATION and THE HEMINGWAY CONDOMINIUM ASSOCIATION, INC., corporations under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing Declaration of Condominium Ownership of THE HEMINGWAY, A CONDOMINIUM, and acknowledged the execution thereof to the their free act and deed as such officers for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporations and the said instrument is the act and deed of said corporations.

WITNESS my signature and official seal at TORONTO, ONTARIO CANADA, ~~Pinellas County, State of Florida~~, the day and year last aforesaid.

Notary Public

My Commission Expires:

THE HEMINGWAY, A CONDOMINIUM

SECTION 30, TOWNSHIP 31 SO., RANGE 16 EAST, CITY OF SOUTH PASADENA,
PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

All of Lot 7, According to the Plat of Pasadena Plaza, As Recorded in Plat Book 46, Page 30, of the Public Records of Pinellas County, Florida.

DEDICATION

Know all men by these presents that we, MORTON GREENGLASS AND L. DAVID FREEDMAN, respectively President and Vice President, Secretary and Treasurer of SOUTHERN INTERNATIONAL INVESTMENT CORPORATION, a corporation under the laws of the State of Florida, owner have caused the land embraced in this plat to be surveyed, laid out, and platted as THE HEMINGWAY A CONDOMINIUM, and that all easements, utilities, drainage, ingress and egress, shown on said plat shall be located within the common elements and shall be for the common use of THE HEMINGWAY A CONDOMINIUM, its heirs, successors and assigns or any grantees from said corporation.

Morton Greenglass
WITNESS
MORTON GREENGLASS, PRESIDENT
L. David Freedman
WITNESS
L. DAVID FREEDMAN, VICE PRESIDENT, SECRETARY, TREASURER

ACKNOWLEDGEMENT

STATE OF FLORIDA 1
COUNTY OF PINELLAS 1

BEFORE ME, THE UNDERSIGNED AUTHORITY PERSONALLY APPEARED MORTON GREENGLASS AND L. DAVID FREEDMAN, RESPECTIVELY PRESIDENT AND VICE PRESIDENT, SECRETARY AND TREASURER OF SOUTHERN INTERNATIONAL INVESTMENT CORPORATION, A CORPORATION UNDER THE LAWS OF THE STATE OF FLORIDA, TO BE KNOWN AND KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR OWN FREE ACT AND DEED.

WITNESS MY HAND AND OFFICIAL SEAL OF PINELLAS COUNTY, FLORIDA, THIS 27th DAY OF OCTOBER, 1979.

Richard H. Lawrence
NOTARY PUBLIC STATE OF FLORIDA, 1979

NOTES

THE SHADED AREA INDICATES THE COMMON ELEMENTS WHICH ARE SUBJECT TO A BLANKET EASEMENT FOR THE FOLLOWING: UTILITIES, INGRESS AND EGRESS AND MAINTENANCE PURPOSES.

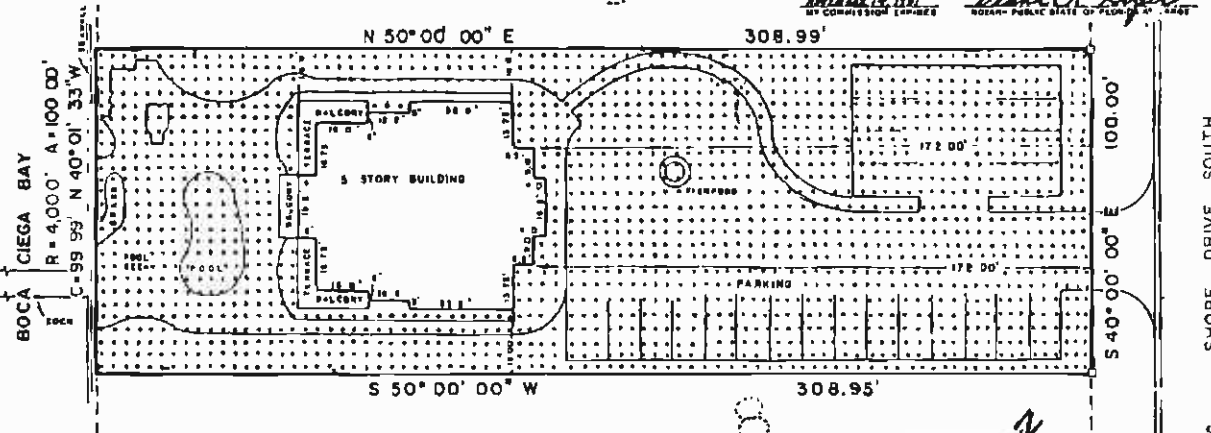
CERTIFICATION: The undersigned hereby certifies that the descriptions and plans of the Condominium property, set out in Sheets 1-4 of these drawings in conjunction with the wording of the Declaration of Condominium relating to matter of survey, is a correct representation of the improvements described and that there can be determined therefrom the identification, location and dimensions of the common elements and of each unit.

The undersigned further certifies that the construction of said improvements is sufficiently complete so that such drawings are a correct representation of said improvements, and that this plat meets all material in composition required by Florida Statute No. 177.091.

11-7-79
Date

Richard H. Lawrence
Richard H. Lawrence
Pia. Reg. Land Surveyor No. 325

Notes
Percentage of ownership of Common Elements appertaining to each condominium unit are set forth in paragraph 8 of the Declaration of Condominium Ownership of THE HEMINGWAY, A CONDOMINIUM.



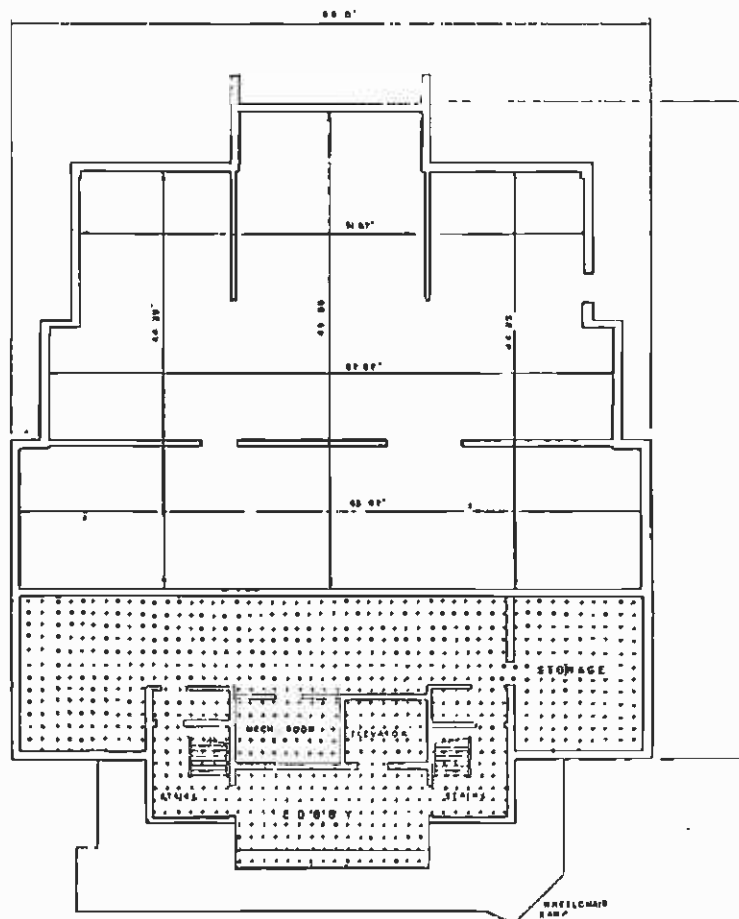
SITE PLAN

SCALE 1" = 30'



R.H. LAWRENCE & ASSOC., INC.
LAND SURVEYING LAND PLANNING
LARGO, FLORIDA
(813) 586-2654

SECTION 30, TOWNSHIP 31 SO., RANGE 16 EAST, CITY OF SOUTH PASADENA,
PINELLAS COUNTY, FLORIDA



NOTES

1 14 1960 CH. SUPPLEMENT WALLS AND COMMON ELEMENT

◆ ◆ ◆ ◆ ◆ 1001-5514 800-960-0808 755-888-8888

GROUND FLOOR PLAN

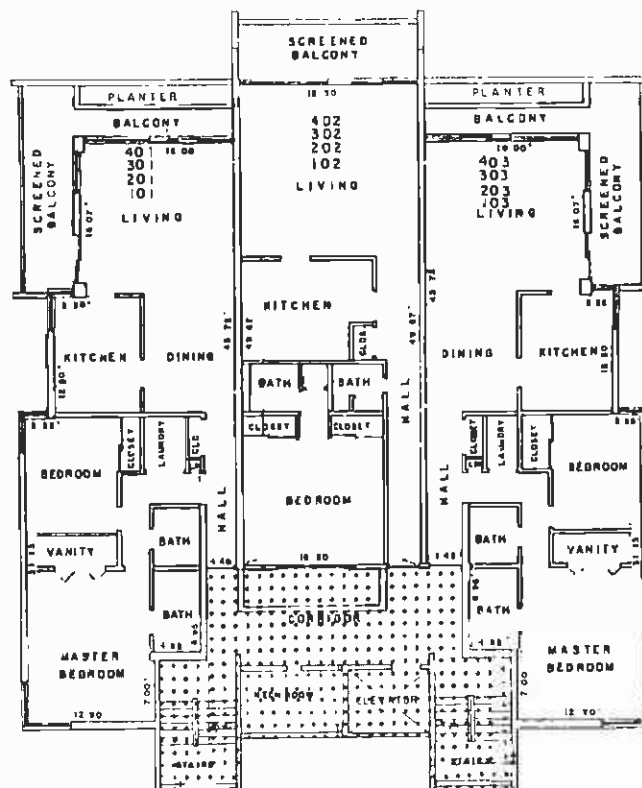
SCALE: 1" = 1000'



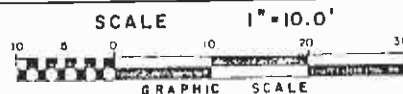
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THE HEMINGWAY, A CONDOMINIUM

SECTION 30, TOWNSHIP 31 SO., RANGE 16 EAST, CITY OF SOUTH PASADENA,
PINELLAS COUNTY, FLORIDA



TYPICAL FLOOR PLAN



FLOOR & CEILING ELEVATIONS		
FLOOR NO.	FLOOR ELEV.	CEILING ELEV.
FIRST	10.40	12.40
SECOND	18.90	20.90
THIRD	27.57	35.57
FOURTH	36.15	44.15

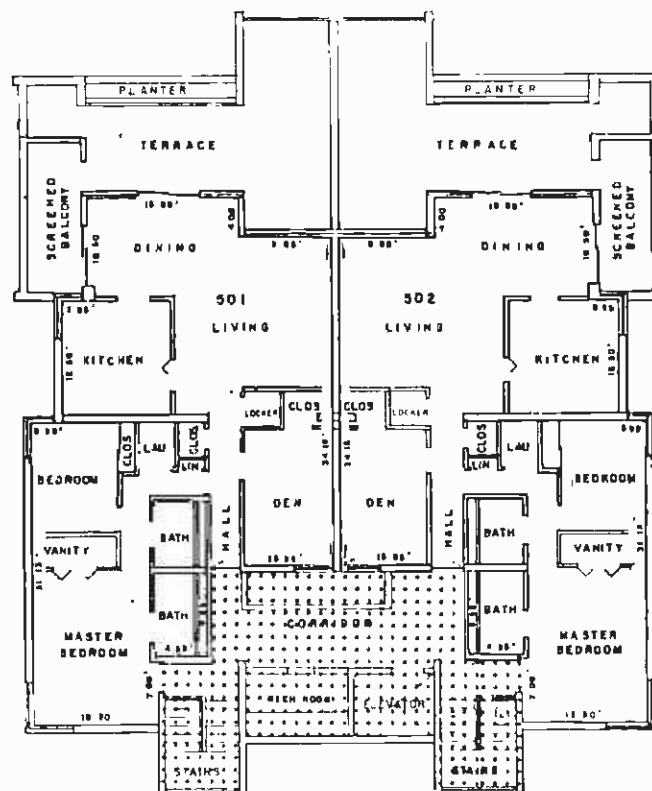
NOTES

1. INTERIOR BOUNDARY WALLS ARE COMMON ELEMENT
2. THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE ALONG THE INTERIOR FACES OF THE BOUNDARY WALLS, AND ARE TYPICAL FOR LIKE UNITS
3. DOTS INDICATES COMMON ELEMENT
4. BALCONY AND LOBBY ARE LIMITED COMMON ELEMENT

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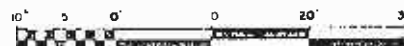
THE HEMINGWAY, A CONDOMINIUM

SECTION 30, TOWNSHIP 31 SO., RANGE 16 EAST, CITY OF SOUTH PASADENA,
PINELLAS COUNTY, FLORIDA



PENTHOUSE FLOOR PLAN

SCALE: 1"=10.0'



FLOOR & CEILING ELEVATIONS		
FLOOR NO	FLOOR ELEV	CEILING ELEV
FIFTH	44.73	52.73

- NOTES**
- 1 INTERIOR BOUNDARY WALLS ARE COMMON ELEMENT
 - 2 THE DIMENSIONS AND LIMITS OF THE INDIVIDUAL UNITS ARE ALONG THE INTERIOR FACES OF THE BOUNDARY WALLS, AND ARE TYPICAL FOR LINE UNITS
 - *** INDICATES COMMON ELEMENT
 - *** BALCONIES AND TERRACES ARE LIMITED COMMON ELEMENT

R.H. LAWRENCE & ASSOC., INC.
LAND SURVEYING - LAND PLANNING
LARGO, FLORIDA
(813) 586-2654

JOINDER OF MORTGAGEE

MAYFOR DEVELOPMENT COMPANY, INC., herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", hereto, which mortgage is dated September 15, 1978, and was filed the 19th day of September, 1978, in O.R. Book 4751, Page 293, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OF THE HEMINGWAY, A CONDOMINIUM and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration.

Signed, Sealed and Delivered
in the Presence of:

D. Michael Spear
Diana R. Heller

MAYFOR DEVELOPMENT COMPANY, INC.

By:

ROBERT A. FORLIZZO
Vice President and Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared ROBERT A. FORLIZZO of MAYFOR DEVELOPMENT COMPANY, INC., who acknowledged before me that he, as Vice President and Secretary of said corporation, executed this Joinder and affixed the seal of the corporation and that the same is the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the said County and State, this 23 day of October, 1979.

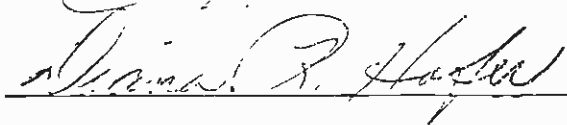
Diana R. Heller
Notary Public
My Commission Expires:

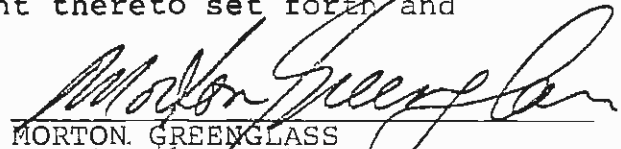
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV. 14 1981
BONDED THRU GENERAL INS. UNDERWRITERS

JOINDER OF MORTGAGEE

MORTON GREENGLASS, MARTIN MENDELOW, L. DAVID FREEDMAN and ALBERT GOODMAN, herein called "Mortgagee", the owner and holder of a mortgage encumbering the property described in Exhibit "A", hereto, which mortgage is dated November 27, 1978, and was filed the 6th day of December, 1978, in O.R. Book 4785, Pages 981 through 988, inclusive, as Clerk's Instrument Number 78-195309, Public Records of Pinellas County, Florida, to the extent that it may be required to do so under the laws of the State of Florida, joins in the making of the foregoing DECLARATION OF CONDOMINIUM OF THE HEMINGWAY, A CONDOMINIUM and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon each and every parcel and common elements appurtenant thereto set forth and referred to in said Declaration.

Signed, Sealed and Delivered
in the Presence of:


MORTON GREENGLASS


MARTIN-MENDELOW


L. DAVID FREEDMAN

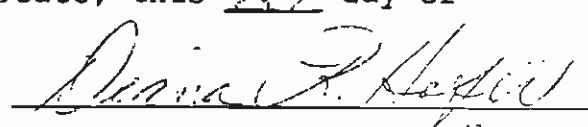

ALBERT GOODMAN

STATE OF FLORIDA

COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared MORTON GREENGLASS, MARTIN MENDELOW, L. DAVID FREEDMAN and ALBERT GOODMAN, who acknowledged before me that they executed this Joinder as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the said County and State, this 27 day of October, 1979.


Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES NOV 14 1981
BONDED THRU GENERAL INS UNDERWRITERS

PROPOSED AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE HEMINGWAY, A CONDOMINIUM

Proposed amendment to Article 14., Section (b), to add the following:

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND
PRIORITY, INTEREST, COLLECTION:

(b) All assessments which are not paid shall bear interest at the highest rate allowed by law for individuals in the State of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. Payments are due on the first day of each month, or on such other date as the Board shall determine, from time to time. Payments which are not received by ten (10) days following the due date shall be considered to be late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection, and then to the oldest balance of the assessment due. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including all assessments due, late fees, interest, and reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association . . .

PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING;
UNAFFECTED TEXT INDICATED BY ". . ."; DELETED TEXT
INDICATED BY STRIKE THROUGH.

PROPOSED AMENDMENT TO
DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE HEMINGWAY, A CONDOMINIUM

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**PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING;
UNAFECTED TEXT INDICATED BY ". . ."; DELETED TEXT
INDICATED BY STRIKE THROUGHs.**

Nov 30 11 56 AM '79

Prepared by and return to:
Ellen Hirsch de Haan, J.D.
Becker & Poliakoff, P.A.
2401 West Bay Drive, Suite 414
Largo, FL 33770

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OWNERSHIP
OF THE HEMINGWAY, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium Ownership of The Hemingway, A Condominium, as recorded in Official Records Book 4939 at Page 2056 and Condominium Plat Book 37 Page 101 of the Public Records of Pinellas County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held February 18, 2005.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of May, 2005, at 4000 Bay Pinellas County, Florida.

WITNESSES

THE HEMINGWAY CONDOMINIUM
ASSOCIATION, INC.

Sign Frank Lehman

Print Frank Schreier

By: 
President

Sign Barbara Schmitt

Print Barbara Schrock

STATE OF FLORIDA)
COUNTY OF PINELLAS) SS

The foregoing instrument was acknowledged before me this 9 day of May, 2005, by Frank Klein, as President of The Hemingway Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

SIGN P. Jozse Pvorak

PRINT D. Joyce DVORAK
State of Florida at Large

My Commission Expires:

D. Joyce Dvorak
My Commission DD253823
Expires November 21, 2007

on May 9, 2005

**ADOPTED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
THE HEMINGWAY, A CONDOMINIUM**

Adopted amendment to Article 14., Section (b), as follows:

**14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY,
INTEREST, COLLECTION:**

...

(b) All assessments which are not paid shall bear interest at the highest rate allowed by law for individuals in the state of Florida. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00 or 5% of the assessment installment due, whichever is higher, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. Payments are due on the first day of each month, or on such other date as the Board shall determine, from time to time. Payments which are not received by ten (10) days following the due date shall be considered to be late. All payments on account shall first be applied to interest and late fees, if any, then to costs and reasonable attorneys' fees incurred in collection and then to the oldest balance of the assessment due. Every assessment, regular or special, made hereunder and costs incurred in collecting of same, including all assessments due, late fees, interest, and reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association...

**PLEASE NOTE: NEW TEXT INDICATED BY UNDERLINING,
UNAFFECTED TEXT INDICATED BY "..."; DELETED TEXT
INDICATED BY STRIKE THROUGH.**

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

HEMINGWAY CONDOMINIUM ASSOCIATION, INC. As of _____ January 2023

Q: What are my voting rights in the condominium association?

A: Pursuant to Section 11(b) of the Declaration of Condominium (the "Declaration") and ARTICLE IV, Section 3 of the By-Laws, each unit is entitled to cast one vote.

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Restrictions are set forth in Section 20 of the Declaration and in other adopted Rules and Regulations, and include (but are not limited to) a weight limit on pets, and prohibition on signs and nuisances.

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: Leasing restrictions are set forth in Section 18(b) of the Declaration, and include Association approval requirement and a minimum lease term of one (1) month.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Assessments for Units are between \$598.00 and \$1,102.00 per month, and are due on the 1st day of each month.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: No. N/A

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No. N/A

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No. N/A

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.