



*When you need help.*

**DeLoach  
Hofstra+  
Cavonis, PA**  
dhclaw.com

Dennis R. DeLoach Jr.  
D. "Rep" DeLoach III – *Board Certified In Elder Law*  
Joseph M. Murphy – *Board Certified In Real Estate*  
Michelle M. Lianza  
Michael D. Cavonis  
Gabrielle M. Englander

727-397-5571  
727-393-5418 fax  
888-397-5571 toll-free  
help@dhclaw.com

8640 Seminole Boulevard  
Seminole, Florida 33772

February 10, 2026

**VIA EMAIL TO [DMCCLAIN005@TAMPABAY.RR.COM](mailto:DMCCLAIN005@TAMPABAY.RR.COM), [ALPAINTER@GMAIL.COM](mailto:ALPAINTER@GMAIL.COM),  
and U.S. MAIL**

Board of Directors of Seminole Square  
Apartments III Association, Inc.  
c/o Mr. Duncan McClain, President  
11620 Park Blvd., #107  
Seminole FL 33772

Re: Common Area Agreement  
Our File No.: 20441.47474

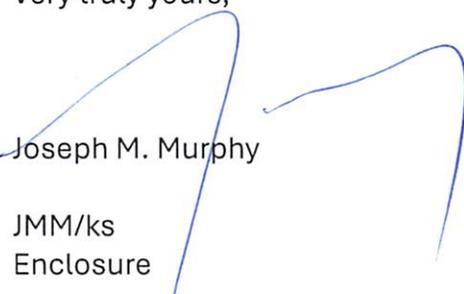
Dear Mr. McClain:

Please find enclosed the original, recorded Cross-Easement Agreement. This document constitutes an official record of the association and must be maintained as such. I would strongly suggest that you provide all owners with a photocopy of same.

Please be advised that a copy of this recorded document has been provided to Mr. Zacur and Mr. Greenberg for them to distribute to their client.

Should you have any questions or comments, please do not hesitate to advise.

Very truly yours,

  
Joseph M. Murphy

JMM/ks  
Enclosure

REC: \$61.00

Return to:  
Joseph M. Murphy, Esq.  
DeLoach, Hofstra & Cavonis, P.A.  
8640 Seminole Blvd.  
Seminole, FL 33772

REC

CROSS-EASEMENT AGREEMENT

THIS AGREEMENT, entered into this 13<sup>th</sup> day of JANUARY, <sup>2026</sup>2025, by and between the undersigned parties, Seminole Square Apartments No. 1, a Condominium, Inc. ("Buildings A and M"), Seminole Square Apartment II Association, Inc. ("Building C"), and Seminole Square Apartment No III Association, Inc. ("Building B"), (collectively referred to as "Grantors" and sometimes the "Associations"),

WHEREAS, Buildings A and M are the leasehold estate owners the common element areas of the following described property, in Pinellas County, Florida (hereinafter referred to "Parcel 1"), to wit:

SEE EXHIBIT "A" ATTACHED HERETO.

WHEREAS, Building C is the leasehold estate owner of the common element areas of the following described property, in Pinellas County, Florida (hereinafter referred to "Parcel 2"), to wit:

SEE EXHIBIT "B" ATTACHED HERETO.

WHEREAS, Building B is the leasehold estate owner of the common element areas of the following described property, in Pinellas County, Florida, (hereinafter referred to "Parcel 3"), to wit:

SEE EXHIBIT "C" ATTACHED HERETO.

NOW THEREFORE, for and in consideration of Ten and 00/100 Dollars (\$10.00), and other good and valuable considerations, receipt of which is hereby acknowledged, the Associations do hereby agree as follows:

1. The Association hereby grant to each other and to their respective successors in interest a mutual, reciprocal and nonexclusive easement, right, and privilege of passage and use, both pedestrian and vehicular, for ingress and egress over all roadways now or hereinafter designated for vehicular traffic and all exterior walkways not contained within any building now and hereinafter designated for pedestrian traffic, and for vehicular parking upon only those certain uncovered paved parking spaces now or hereinafter designated on Parcel 1, Parcel 2, and Parcel 3 ("Easement"). The easements, right and privileges granted hereby shall be for the benefit of and be restricted solely to the Associations and their respective members ("Unit Owners"), but such Unit Owners may grant the benefit of such easement, rights and privileges to their tenants, guests, or invitees, now or hereafter occupying unit within any building or portion or portions thereof on said parcels, but the same is not intended, and shall not be construed, as creating any rights in and for the benefit of the general public. The easements, rights and privileges granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations at any time existing on Parcel 1, Parcel 2, or Parcel 3.

2. The Associations agree that no barriers, fences, curbs, walls, ditches, barricades, or other structures or obstacles will be erected on, along, or adjacent to the common boundary lines of Parcel 1, Parcel 2, and Parcel 3, so as to unreasonably burden or interfere with, impede, divert or in any way prevent vehicular and pedestrian traffic from freely passing between Parcel 1, Parcel 2, and Parcel 3. This Agreement shall not be interpreted to prohibit any party from constructing building(s) upon Parcel 1, Parcel 2 and Parcel 3.

3. The Associations shall jointly be responsible to repair and maintain the Easement area in accordance with the proportionate shares established by that certain COMMON RECREATION AND PARKING FACILITIES JOINT OPERATING AGREEMENT BETWEEN SEMINOLE SQUARE APARTMENTS NO.1, A CONDOMINIUM, INC. SEMINOLE SQUARE APARTMENT II ASSOCIATION, INC., and SEMINOLE SQUARE APARTMENT NO III ASSOCIATION, INC., executed at even date herewith.

4. The Easement created and granted hereby shall be easements and covenants running with the land and shall enure to the benefit of, and be binding upon, the Associations and all Unit Owners all or any, and their respective heirs, successors and/or assigns and all persons claiming under them.

5. Each of the Associations shall defend, indemnify, and save the other Associations and their respective heirs, personal representatives, successors and assigns, harmless from and against any and all claims for injury or death to persons or damage to a loss of property, including reasonable attorneys' fees and costs, arising out of, or alleged to have arisen out of, or occasioned by the indemnifying party's exercise of its rights under this agreement, unless such damage or injury shall have been due to the negligence or willful acts of such other owner or their respective heirs, personal representatives, successors, assigns, tenants or invitees.

6. This agreement contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect except a subsequent modification in writing, signed by the party to be charged.

7. In the event of any controversy, claim, or dispute between the parties hereto, arising out of or relating to this agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the undersigned have entered this Agreement by their signatures below.

<p><b>Seminole Square Apartments No. 1, A Condominium, Inc.</b></p> <p>By: <u>Troy Honchell</u></p> <p>Its: <u>VP BOA A&amp;M</u></p> <p>Date: <u>Jan 13 26</u></p>	<p><b>Seminole Square Apartments II Association, Inc.</b></p> <p>By: <u>Anthony Baker</u></p> <p>Its: _____</p> <p>Date: <u>JAN 13, 2026</u></p>
<p><b>Seminole Square Apartment No III Association, Inc.</b></p> <p>By: <u>Diana [Signature]</u></p> <p>Its: <u>PTAS Bldg 3</u></p> <p>Date: <u>1-13-26</u></p>	

STATE OF Florida  
 COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of physical presence, this 13<sup>th</sup> day of January <sup>2026 REB</sup> ~~2025~~, by Troy Honchell, as \_\_\_\_\_ of Seminole Square Apartments No. 1, A Condominium, Inc., on behalf of said corporation. He/she is personally known to me or who have produced \_\_\_\_\_ as identification.



**RAEMARIE E. BANNON**  
 Notary Public  
 State of Florida  
 Comm# HH357465  
 Expires 5/29/2027

R E Bannon  
 (Signature of Notary)  
Raemarie E Bannon  
 (Name of notary, printed or stamped)

Notary Public 5/29/27  
 (Serial Number, if any)

STATE OF Florida  
COUNTY OF Pinellas 2026 120

The foregoing instrument was acknowledged before me, by means of physical presence, this 13<sup>th</sup> day of January, 2025, by Anthony Baker, as \_\_\_\_\_ of Seminole Square Apartments No. II, A Condominium, Inc., on behalf of said corporation. He/she is personally known to me or who have produced \_\_\_\_\_ as identification.



**RAEMARIE E. BANNON**  
Notary Public  
State of Florida  
Comm# HH357465  
Expires 5/29/2027

R E Bannon  
(Signature of Notary)  
Raemarie E Bannon  
(Name of notary, printed or stamped)

Notary Public 5/29/27  
(Serial Number, if any)

STATE OF Florida  
COUNTY OF Pinellas 120 2026 120

The foregoing instrument was acknowledged before me, by means of physical presence, this 13<sup>th</sup> day of January, 2025, by Duncan McClain, as \_\_\_\_\_ of Seminole Square Apartments No. III, A Condominium, Inc., on behalf of said corporation. He/she is personally known to me or who have produced \_\_\_\_\_ as identification.



**RAEMARIE E. BANNON**  
Notary Public  
State of Florida  
Comm# HH357465  
Expires 5/29/2027

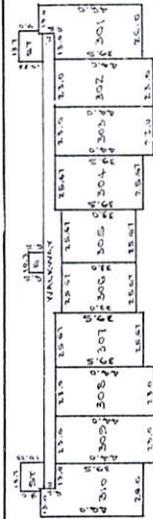
R E Bannon  
(Signature of Notary)  
Raemarie E Bannon  
(Name of notary, printed or stamped)

Notary Public 5/29/27  
(Serial Number, if any)

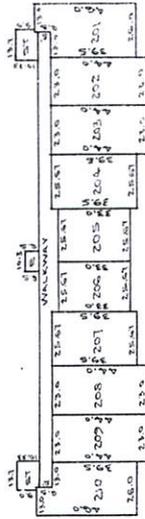
# SEMINOLE SQUARE APARTMENTS NO. 1 A CONDOMINIUM

SEMINOLE, PINELLAS COUNTY, FLORIDA  
SECTION 28, TOWNSHIP 36 S, R. 174, RANGE 15 EAST.

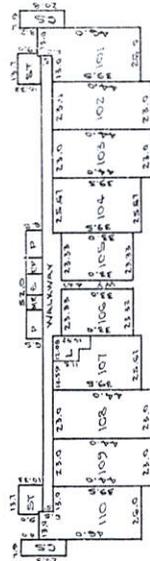
13



THIRD FLOOR



SECOND FLOOR



FIRST FLOOR  
BUILDING A

### LEGAL DESCRIPTION

From the NW corner of the S.E. 1/4 of Section 28, Township 36 South, Range 15 East, run thence S28°40'38"E, along the East and West center-line of said section 28, 231.49 feet; thence S0°19'09"W 50.00 feet to the southerly right of way line of State Road 604 (T.R. Avenue North), thence S28°40'38"E, along the southerly right of way line of State Road 604 (T.R. Avenue North), 454.10 feet; thence S0°19'09"W 128.00 feet; thence N82°40'28"W 232.67 feet; thence S0°19'09"W 97.00 feet; thence N82°40'28"W 115.00 feet; thence N40°19'09"E, 225.00 feet to the P.O.B.

### SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that the description and those of the condominium property set out on the drawings in a correct manner, that the location, location, location, location and size of the common elements and of each unit.

*Don R. Whitehurst*  
Don R. Whitehurst  
Reg. Surveyor No. 1322

ELEVATIONS	FLOOR	CEILING
BUILDING A		
FIRST FLOOR	59.16	67.16
SECOND FLOOR	67.66	75.66
THIRD FLOOR	76.16	84.16
BUILDING B		
FIRST FLOOR	59.38	67.38

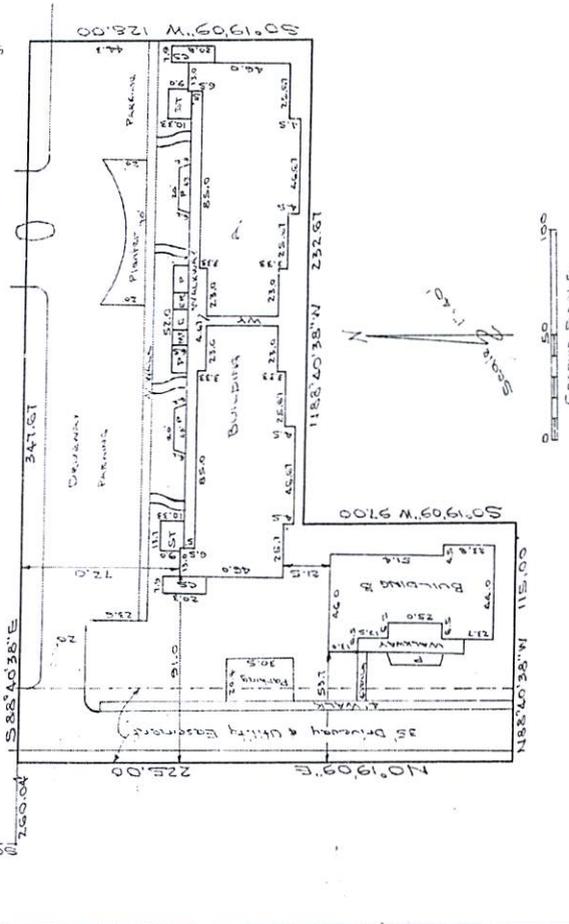
ELEVATIONS ARE BASED ON PINELLAS COUNTY, FLORIDA DATUM 0.00 MUST BEA LEVEL U.T.C.S. DISTUM 0.00

- LEGEND
- E ELEVATOR
  - U UTILITY
  - P PORCH
  - CS CONCRETE SLAB
  - ER ELECTRIC ROOM
  - MR MECHANICAL ROOM
  - ST STAIRWAY
  - WY WALKWAY



BUILDING B

NW corner of the S.E. 1/4 of Sec. 28, Twp. 36 S, R. 174 E, Range 15 E.  
18th Avenue North, East and West center-line of Sec. 28, Twp. 36 S, R. 174 E.  
State Road 604



North arrow pointing up.

3956 4th Dec 437

13

721453196

SEMINOLE SQUARE APARTMENTS NO. 1

A CONDOMINIUM

SEMINOLE, PINELLAS COUNTY, FLORIDA

SECTION 28, TOWNSHIP 36 S, R. 174, RANGE 15 EAST.

Don R. Whitehurst

Reg. Surveyor No. 1322

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831

007.6 N. 6.06.0

118.24038 W 232.67

232.67

347.67

115.00

14.8603831



# SEMINOLE SQUARE APARTMENTS NO. III A CONDOMINIUM

SEMINOLE, PINELLAS COUNTY, FLORIDA - SECTION 28, TOWNSHIP 30 SOUTH, RANGE 15 EAST

### LEGAL DESCRIPTION

From the Northwest corner of the NE 1/4 of Section 28, Township 30 South, Range 15 East run thence S82°40'38"E, along the East and West center-line of said Section 28, 331.43 feet; thence S0°19'09"W 50.01 feet to the Southern Right of Way line of State Road 994 (T&E Avenue N); thence S82°40'38"E, along the Southern Right of Way line of State Road 994, 207.71 feet for a P.O.B.; thence continue S82°40'38"E 172.70 feet; thence S0°23'10"W 210.00 feet; thence N82°40'38"W 20.00 feet; thence Less the North 40.0 feet of the East 20.0 feet thereof

### SURVEYOR'S CERTIFICATE

The undersigned hereby certifies that the description and plans of the condominium property set out on this drawing is a correct representation of the improvements described herein and that there can be determined therefrom the identification, location, dimension and size of the common elements and of each unit.

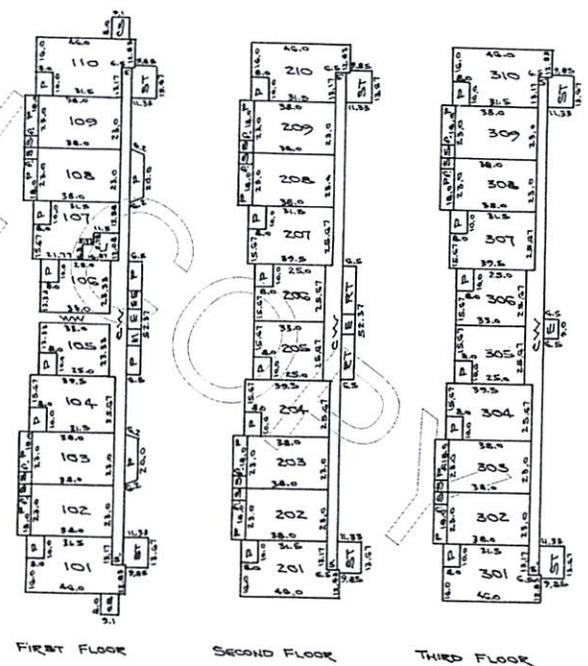
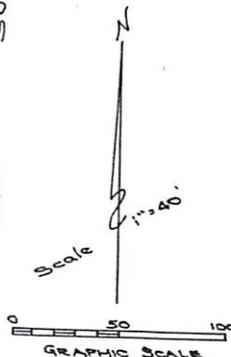
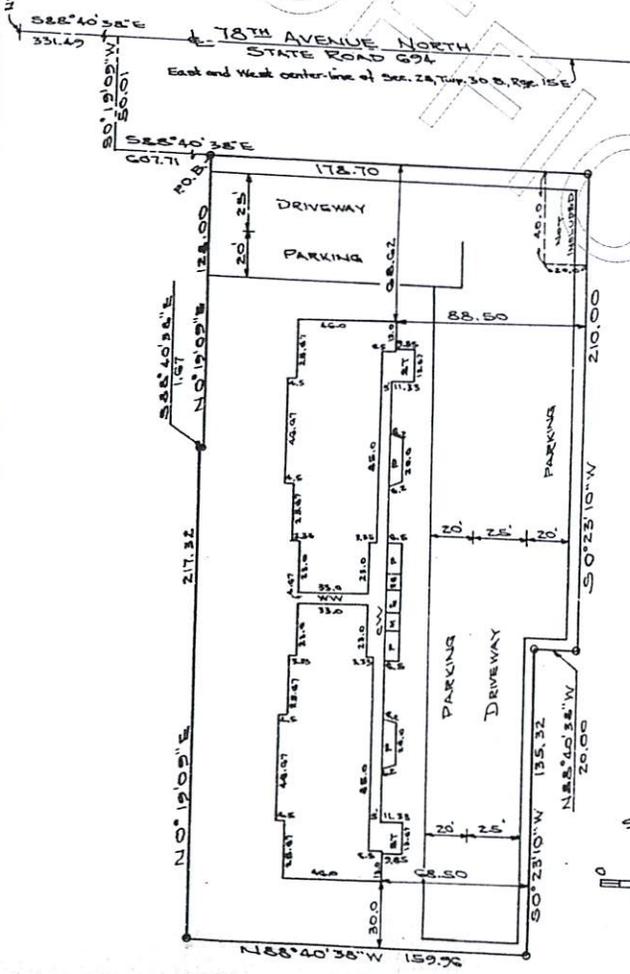
*Don R. Whitehurst*  
Don R. Whitehurst  
Reg. Surveyor No. 1322

### LEGEND

- E ELEVATOR
- L LAUNDRY
- M MACHINERY ROOM
- P PORCH
- S STORAGE
- CS CONCRETE SLAB
- CW COVERED WALKWAY
- EE ELEVATOR EQUIPMENT
- RT ROOF TERRACE
- ST STAIRWAY
- WW WALKWAY

ELEVATIONS		
BUILDING B	FLOOR	CEILING
FIRST FLOOR	59.20	67.20
SECOND FLOOR	67.70	75.70
THIRD FLOOR	76.20	84.20

NW corner of the SE 1/4 of Sec. 28, Twp. 30 S., Rge. 15 E.



The within map or plat conforms to the requirements of Chapter 711, Florida Statutes, to forms filed for record on **11/13/98**, by **SPRINX**, 1972, L.L.P., for Clark, P.C., and recorded in Pinellas County, Florida, in Condominium Plat Book No. **16**, Page **117**.

**HAROLD MULLENDORE**  
Clerk Circuit Court

*Harold Mullendore*  
Deputy Clerk

