

CONDOMINIUM PLATS PERTAINING HERETO ARE FILED IN CONDOMINIUM PLAT BOOK 155
PAGES 34 THRU 51

Prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF STATION SQUARE CONDOMINIUMS,
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of Station Square Condominiums, a Condominium, originally recorded in O.R. Book 16371, pages 1145-1250, Public Records of Pinellas County, Florida, is hereby amended by the Developer, Station Square Clearwater Condo, LLC, a Florida limited liability company, as follows: **See Exhibit "A" attached hereto and made a part hereof,**

which amendment was adopted pursuant to the procedures described in said Declaration for amendment thereof, and approved by the Florida Division of Land Sales, Condominiums and Mobile Homes.

IN WITNESS WHEREOF, Station Square Clearwater Condo, LLC, has caused this Certificate of Amendment to be signed in its name by its Co-Manager on this 11th day of March, 2009.

Witnesses:

[Signature]
[Signature]

Station Square Clearwater Condo, LLC, a
Florida limited liability company

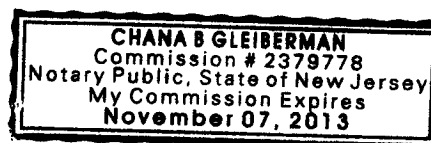
By: [Signature]
Menashe Frankel, Manager

STATE OF New Jersey:
COUNTY OF Ocean:

The foregoing instrument was acknowledged before me this 11th day of March, 2009, by Menashe Frankel, Manager of Station Square Clearwater Condo, LLC, a Florida limited liability company, on behalf of the company, (☒) who is personally known to me or (☐) who produced _____ as identification.

[Signature]
Notary Public
Print Name:
My commission expires:

(SEAL)



STATION SQUARE CLEARWATER CONDO, LLC, a Florida limited liability company, hereby declares as follows:

Section 1: Introduction and Submission

1.1 The Land. The Developer owns the fee title to certain land together with improvements thereon located in Pinellas County, Florida, as more particularly described in Exhibit "A" hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land together with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, easements and reserved rights of the Developer contained in this Declaration.

1.4 Name. The name by which this condominium is to be identified is, STATION SQUARE CONDOMINIUMS, A CONDOMINIUM (the "Condominium").

Section 2: Definitions

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Condominium Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time. A certified copy of the original Articles of Incorporation are attached hereto as Exhibit C.

2.3 "Assessment" as further described and defined in Sections [13] and [14] hereof, means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means STATION SQUARE CONDOMINIUM ASSOCIATION INC. the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association".

Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.20 "Management Agreement" means and refers to any agreement entered into by the Association from time to time for the operation and administration of the Condominium and the Management of the Condominium Property.

2.21 "Management Firm" means and refers to any person or entity contracted by the Association to perform management functions for and on behalf of the Association. Any management firm must be a professional community association manager duly licensed under Florida law to provide management services to condominium projects.

2.22 "Occupant" means and refers to a person (be it an Owner or a tenant or lessee of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 Surface Water Management System Facilities. Surface Water Management System facilities means a system which is designated and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. Surface Water Management System facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

2.25 "Unit" or "Condominium Unit" means and refers to that portion of the Condominium Property, which is subject to exclusive ownership and is located within the Condominium Property. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium. There are three types of Units in the Condominium: "Commercial Units", which consist of two (2) Commercial Units identified on the Condominium Plat, including the Commercial Unit 101, and Commercial Unit 102; "Parking Unit" which consists of one (1) Parking Unit designated on the Condominium Plat as P 001 Public Unit (together with the Limited Common Elements identified on the Condominium Plat as P 002 Public through P 100 Public; and "Residential Units", which shall exist in the Building as identified on the Condominium Plat and shall consist of all units other than the Commercial Units and the Parking Unit, and which shall be used for residential purposes. There shall be one hundred twenty-six (126) Residential Units. The Commercial Units shall be used for commercial purposes. The Parking Unit shall be used for municipal and/or public parking.

2.26 "Unit Owner" or "Owner of a Unit" or "Owner" means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium

3.1 Identification of Units. The Condominium shall contain 126 Residential Units, 2 Commercial Units and 1 Parking Unit. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit A hereto, and which consists of a survey of the Land, a graphic description of the improvements located thereon (including the Units and the Buildings in which the Units are located), and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded or to be recorded in the Official Records Book and Page of the Public Records of Pinellas County, Florida, together with a copy of the legal description contained on the Condominium Plat, is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with all Unit(s) as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

3.2 Unit Boundaries. Each Unit shall include that part of the Buildings containing the Unit that lies within the following boundaries:

(a) Units.

(i) Upper and Lower Boundaries of Unit. The upper and lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

(1) Upper Boundaries of Unit. The horizontal plane of the unfinished lower surface of the ceiling.

(2) Lower Boundaries of Unit. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(3) Interior Divisions of Unit. Except as provided in subsections (1) and (2) above, no part of the floor of the top floor, ceiling of the bottom floor, or non-structural interior walls shall be considered a boundary of the Unit.

(ii) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfurnished exterior surfaces of the walls bounding the Unit and to the middle of any walls between units extended to their planar intersections with each

other and with the upper and lower boundaries, as well as all area of the balconies connected to the Unit.

(iii) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, bay windows, doors, skylights, balconies and porches, such boundaries shall be extended to include the windows, bay windows, doors, skylights and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material and the exteriors of doors shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

In the event that the actual physical location of any Unit constructed within the Buildings at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Unit shall control over locations, dimensions and descriptions reflected on the Condominium Plat.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit in order to permit occupancy of such areas as one residential living space or one commercial space in accordance with Section 18.15 herein.

3.3 Limited Common Elements.

(a) Limited Common Elements Appurtenant to Units. To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit shall be a Limited Common Element appurtenant to the Unit if it only supplies that Unit, to the exclusion of all other Units; (b) the mailbox assigned to a particular Unit which shall be located within the Condominium Property. The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances. The Parking Spaces shown on the plan are Limited Common Elements to the Units they are assigned to, by Assignment given by the Developer.

(i) Automobile Parking Spaces - With the exception of the Parking Unit, the parking areas of the Condominium are Limited Common Elements of the Condominium and are set out in Exhibit "A" hereto. One or more parking spaces may be assigned to a Condominium Unit as a Limited Common Element. Such parking spaces shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a parking space to a Unit. Any parking spaces that have not been assigned by the time of the turnover of the condominium from the Developer to the Association will become common elements and become the property of the Association. The Association may promulgate rules and regulations regarding the transfer of parking spaces among Unit Owners.

(ii) Parking spaces that have not been assigned shall be used by the Developer for prospective Unit purchasers and such other parties as the Developer may reasonably determine, so long as the Developer has Units for sale.

(iii) No parking spaces shall bear the same identifying numbers as any other.

(iv) Parking spaces may only be used by their Owner, a residing tenant of the Owner's Unit or an employee of a Commercial Unit.

(v) Notwithstanding any other provision of this Declaration, the Limited Common Elements shall specifically include those parts of the Condominium Plat identified as P 002 Public through P 100 Public which shall be Limited Common Elements of Parking Unit P 001 Public.

construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the use of the Units, A non-exclusive easement is also reserved unto the Developer and granted to all applicable governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or the Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

3.4 (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. The City's Parking Unit and the public parking spaces which are Limited Common Elements appurtenant to the City's Parking Unit are expressly intended for public use and members of the public shall be deemed to be invitees of the owner of the Parking Unit and its Limited Common Elements. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements. Notwithstanding anything contained in this Declaration, the Prospectus or any other condominium document pertinent to the Station Square Condominium project, under no circumstances shall access to the City's Parking Units by the general public be inhibited by the Association or any Unit Owner, their guests and invitees or any tenant. Access to the Parking Units shall be governed by the Clearwater City Code or other rules and regulations promulgated by the City.

(e) Construction, Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for their intended purposes.

3.5 (c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes, commercial purposes or public parking purposes.

(d) Developer hereby reserves the right to install all lines, pipes and facilities throughout the Condominium Property as may be needed for the use of the Units individually and/or collectively from time to time. Developer shall assume all costs associated with such installations. Subsequent to installation, unless otherwise provided and agreed to by the affected Unit Owner(s), the Association shall be responsible for the maintenance of such lines, pipes and facilities.

(e) Developer hereby reserves all rights of ownership interest in the mineral, oil or gas rights under the land.

(f) For as long as the Developer remains liable under any warranty, whether statutory, expressed, or implied, for any act or omission in the development of the Building or in the sale or marketing thereof, the Developer shall have the right to enter on the Condominium Property, and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty. The Developer can nullify any warranty if the Association or a Unit Owner prohibit or limit access to the Common Elements or to a Unit as deemed necessary by the Developer in its sole discretion for any actions pursuant to the warranty.

(g) Developer hereby reserves the right to assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of the County. Any other than the above cannot retain control of

Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall be undertaken, except as provided herein with respect to termination of the Condominium.

Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Residential Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Residential Unit, shall be computed on the following basis:

(a) The allocation of fractional shares in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Residential Unit is set forth in Exhibit "B" as attached hereto and made a part hereof by this reference. The allocation of fractional shares has been established by the Developer in the following manner:

(i) The approximate area of each Residential Unit has been measured in square feet based upon the interior surface of the walls bounding the Unit.

(ii) The total of the Unit Area of all Residential Units has been computed and is hereinafter referred to as the "Total Unit Area".

(iii) The Total Unit Area has been divided into the Unit Area of each Residential Unit to determine the allocation of percentage shares for each Residential Unit as set forth on Exhibit No. "B" to this Declaration.

(b) The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating assessment percentages to Units within the Condominium and every purchaser of a Unit, whether from the Developer or otherwise, hereby

agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. The total number of votes shall at all times be equal to the number of Units submitted to the condominium form of ownership under this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent owner(s) taking title shall automatically become entitled to membership.

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 herein below or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of the Owners of 75% of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer and any Lender of the Developer, (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s) and (3) no amendment may change or impair the rights of the Parking Unit or the appurtenant Limited Common Elements without the consent and approval of the owner of the Parking Unit. All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until such time as Developer no longer has control of the Association. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, or create timeshare estates, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit, and at least seventy-five (75%) percent of the total voting interests of the Association. Notwithstanding the provisions of this Section 6.2(a) or any other provision of this Declaration, the Developer reserves the right to change the configuration and size of the Commercial Units, as needed, in the Developers' sole discretion, provided such change in no way unilaterally adversely affects any other Commercial Unit, Residential Unit or Parking Unit previously conveyed by the Developer.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the FNMA, FHLMC, the Government National Mortgage Association, the Department of Housing

condominium associations and entities in contracting for the maintenance and repair of the properties of such other condominiums and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the properties of such other condominiums and other type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property; provided, however, that such rules and regulations shall not impair, restrict or modify the rights of the owner of the Parking Unit to permit the use of the Parking Unit and appurtenant Limited Common Elements for their intended purposes as provided in this Declaration.

(g) The power to acquire, lease, mortgage and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Unit Owner's approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes, and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not

11.8 Binding Effect of Condominium Documents. Every Owner, whether having acquired ownership of a Unit by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation, the By-Laws, and the provisions of this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

Section 12: Management Agreement

The Association shall be the entity responsible for the management and operation of the Condominium. The Association has the power, but not the duty, to enter into a management agreement with a third party for the management in operation of the Condominium.

Section 13: Common Expenses and Common Surplus and Special Assessments

13.1 Common Expenses and Common Surplus. Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, utilities for the entire Condominium, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws. Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in Exhibit "B" to the Declaration Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements. Common Surplus is owned by the Unit Owners in the same shares as their ownership interest in the Common Elements. Notwithstanding anything contained in this Declaration, the owner of the Parking Unit shall be responsible for all maintenance costs associated with the Limited Common Elements identified on the Condominium Plat as P 002 Public through P 100 Public.

13.2 Special Assessments. The Board of Directors may levy "Special Assessments"¹, which are any assessments levied against a Unit Owner and such Owner's Unit, other than the assessment required by the annual budget. Special Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board.

Section 14: Collection of Assessments

The General Assessments and Special Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined by Section 1.01(3), Florida Statutes) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver

the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every casualty insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be cancelled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employees may be paid by the Management Firm pursuant to the management agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgages, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Association Association, as it relates to insurance proceeds, shall be to comply with all provisions of the Act and to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees.

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a

mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgage pursuant to the provisions of this Declaration.

15.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Association shall be first paid or provision shall be made therefore.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), based on the same percentages as their ownership of the common elements.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

(d) Certificate. In making distributions to Unit Owners and their mortgagees, the may rely upon a certificate made by the Association's President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 50% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 51% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgage(s), in accordance with the provisions of Section 15.6(a) herein. Following such distribution of proceeds, the Condominium shall be terminated and the ownership of the Condominium Property shall be held by the formerly-titled Unit Owners in undivided interest as tenants-in-common, subject to and in accordance with the provisions of Section 21 hereof.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than 60 days from the date the Board of Directors notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work. The Association may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

16.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then-applicable building and other codes. If the reconstruction of the property cannot be made substantially in conformity with the plans and specifications for the original improvements, then upon the vote of the Board of Directors that substantial compliance with the plans cannot be followed, then the condominium shall be considered terminated, and the provisions of this Declaration, relating to termination shall be followed.

16.3 Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subsection (a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that is the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, Assessments shall be levied against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

Section 17: Condemnation

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Association for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (1) the affected Unit Owner shall no longer have an ownership interest in the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration and in section 718.117(2) FSA (2008), or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 80% of the Units and by the Primary Institutional First Mortgagee; provided, however, no termination shall occur without a prior determination of the value of the Units and Common Elements pursuant to section 718.117(12)(b) 1, 2 and 3, FSA (2008). Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, but specifically excluding insurance proceeds and condemnation awards (which proceeds and awards shall be apportioned to the Unit Owners based upon the provisions of Sections 17.4, respectively), shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

This Section may not be amended without the consent of the Primary Institutional First Mortgagee and the Developer as long as it owns any Unit.

Section 22: Additional Rights of Mortgagees and Others

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(h) Leasing of Units;

(i) Restoration or repair of the Condominium (after damage or partial condemnation);

(j) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium;

(k) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

(l) No amendment shall modify, change or impair the rights or privileges of the owner of the Parking Unit without the consent of said owner.

22.5 Upon specific written request to the Association, each Institutional First Mortgage of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

22.6 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 As required by Section 718.110, Florida Statutes, any mortgage consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

22.9 Commercial Units.

THERE ARE PRESENTLY 2 COMMERCIAL UNITS IN THE CONDOMINIUM. THE COMMERCIAL UNITS MAY BE USED FOR ANY AND ALL LAWFUL PURPOSES, CONSISTENT WITH THE PROVISIONS OF THIS DECLARATION AND THAT CERTAIN AGREEMENT FOR DEVELOPMENT REFERENCED IN SECTION 18.37 WITHOUT THE CONSENT OF THE ASSOCIATION, AND MAY BE TRANSFERRED, CONVEYED, LEASED OR DISPOSED OF WITHOUT THE CONSENT OF THE ASSOCIATION. THE COMMERCIAL UNITS SHALL BE USED IN ACCORDANCE WITH APPLICABLE LAWS, INCLUDING, BUT NOT LIMITED TO, CHAPTER 718 OF THE FLORIDA STATUTES AND ZONING REGULATIONS OF THE CITY OF CLEARWATER, FLORIDA. SUBJECT TO THE FOREGOING, THE OWNER OF A COMMERCIAL UNIT HAS THE RIGHT TO PERMIT THE PUBLIC TO USE IT AND TO CHARGE A

FEE FOR THE USE OF THE COMMERCIAL UNIT TO THE PUBLIC. NO ACTION MAY BE TAKEN WHICH MATERIALLY ADVERSELY AFFECTS THE RIGHT AND INTERESTS OF THE COMMERCIAL UNIT OWNERS WITHOUT THEIR PRIOR WRITTEN CONSENT. THE OWNER OF THE COMMERCIAL UNIT SHALL HAVE THE RIGHT TO LEASE AND SHALL NOT BE SUBJECT TO ANY RESTRICTIONS OR LIMITATIONS ON LEASES OR RENTALS.

The following restrictions shall be applicable to the Commercial Units:

Advertising. No Owner or lessee shall employ an advertising medium which can be heard or experienced outside of a Commercial Unit, including, without limiting the generality of the foregoing, flashing lights, searchlights, loudspeakers, phonographs, compact disc players, radios or television. Identification and other signage shall be governed by the City of Clearwater, Florida. No Owner, or his lessee, shall distribute, or cause to be distributed, any handbill or other advertising device on the Association Property or on the public sidewalks or streets adjacent to the Project.

Commercial Invitees and Lessees: Insurance. An Owner of a Commercial Unit shall be responsible for compliance by such Owner's Commercial Invitees and lessees, and such Owner's lessees' Commercial Invitees, with the provisions of this Declaration, the By-Laws, and any rules made by the Board. The Owner of the Commercial Units and such Owner's lessees shall maintain a policy or policies of public liability insurance in an amount which is reasonable for the use of the Commercial Unit, naming the Association as an additional insured and shall demonstrate proof of such insurance to the Board upon request.

Sign Control. Identification and other signs may be placed or displayed by Owners or tenants of Commercial Units only upon approval in accordance with all applicable federal, state and local laws and regulations. So long as Developer owns any interest in the Project, all identification and other signs for the Commercial Units (and any changes thereto) are subject to the prior written approval of Developer.

22.10 Parking Unit. The Developer has entered into an Agreement for development and disposition of property (the "Development Agreement") with the Community Redevelopment Agency of the City of Clearwater, Florida. Pursuant to the terms of the Development Agreement, the Developer has agreed to sell to the Community Redevelopment Agency of the City of Clearwater, Florida, or the City of Clearwater, Florida or their designee (collectively the "City") one hundred (100) parking spaces located within the Condominium property. Said 100 parking spaces are comprised of one Parking Unit and ninety-nine Limited Common Elements as identified on Exhibit A to this Declaration. Said 100 parking spaces will be used for municipal parking, open to the general public and will not be assigned to any of the Residential Units or Commercial Units. Said parking spaces will be individually metered or otherwise subject to collection of fees by the City without involvement in any way of the Residential Unit Owners, the Commercial Unit Owners, the Association or the Developer. The City shall be responsible for the operation, maintenance, repair and replacement of said parking spaces; provided, however, such maintenance, repair and replacement shall be done in conjunction with the Association such that the City and the Association reasonably mutually agree on a maintenance, repair and replacement program to ensure the uniformity, consistency and continuing value of the Parking Unit as well as the parking areas serving the Residential Units and Commercial Units. NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION OR ANY OTHER DOCUMENT OR AGREEMENT INVOLVING THE PARKING UNIT, UNDER NO CIRCUMSTANCES SHALL THE OWNER OF THE PARKING UNIT BE RESPONSIBLE FOR ANY PAYMENTS OR EXPENSES CONCERNING THE OPERATION, MAINTENANCE, REPAIR OR REPLACEMENT OF THE AMENITIES SERVING THE RESIDENTIAL UNITS EXCLUSIVELY. Notwithstanding any other provision of this Declaration or other agreements affecting the Condominium Property, the owners of the Parking

Unit agrees to pay the monthly and annual maintenance or special assessments set forth in the Proposed Budget attached hereto as Schedule 3 and as subsequently passed by the Board of Directors of the Association. The owner of the Parking Unit shall have one (1) vote per Parking Unit, but shall be entitled to elect one (1) Director to the Board of Directors of the Association annually. Notwithstanding anything contained in this Declaration, the Prospectus or any other condominium document pertinent to the Station Square Condominium project, the City's obligation to maintain and repair the Parking Unit shall be pursuant to established procedures for the acquisition or use of commodities and services under the Clearwater City Code, without interference or approval by the Association. Under no circumstances shall the Association be required to provide security for the City's Parking Unit or its Limited Common Elements. The City shall be responsible to supply security around the Parking Unit and its Limited Common Elements through internal resources or otherwise at the City's discretion; provided, however, reasonable security shall be provided in some fashion by the City.

Section 23: Disclaimer of Warranties

The Developer disclaims any intent to have made any warranty or representation in connection with the Condominium Documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed.

AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Arbitration

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM
SECTION 16 TOWNSHIP 29 SOUTH RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA

LEGAL DESCRIPTION

Lots 4 through 10, inclusive, Block 19, GOULD AND EWING'S 1ST AND 2ND ADDITIONS TO CLEARWATER HARBOR FLA. according to the plot thereof as recorded in Plot Book 1, Page 52 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

TOGETHER WITH

Lot 11, and the West 2 feet and 4 inches of the South 101 feet of Lot 12, Block 19, GOULD AND EWING'S 1ST AND 2ND ADDITIONS TO CLEARWATER HARBOR FLA. according to the plot thereof as recorded in Plot Book 1, Page 52 of the Public Records of Hillsborough County, Florida, of which Pinellas County was formerly a part.

City of Clearwater, Pinellas County, Florida.

SHEET INDEX

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	EXISTING CONDITIONS
3	PLOT PLAN / FIRST FLOOR PLAN
4	SECOND FLOOR PLAN
5	THIRD FLOOR PLAN
6	FOURTH FLOOR PLAN
7	FIFTH FLOOR PLAN
8	SIXTH FLOOR PLAN
9	SEVENTH FLOOR PLAN
10	EIGHTH FLOOR PLAN
11	NINTH FLOOR PLAN
12	TENTH FLOOR PLAN
13	ELEVENTH FLOOR PLAN
14	TWELFTH FLOOR PLAN
15	THIRTEENTH FLOOR PLAN
16	FOURTEENTH FLOOR PLAN
17	FIFTEENTH FLOOR PLAN
18	ELEVATION

NOTES

1. Basis of bearings: N.03°06'40"E, along the East line of Lots 7 and 8, Block 19 of GOULD AND EWING'S 1ST AND 2ND ADDITIONS TO CLEARWATER HARBOR FLA.
2. As per the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Number 12103C0108H, Panel 0108, Community Number 125096, Effective Date May 17, 2005, the above described property appears to be in Zone X (Areas determined to be outside 500-year floodplain.)
3. All elevations refer to the North American Vertical Datum of 1988 (NAVD88).
4. Property is subject to a Memorandum of Agreement and Easement between Station Square Clearwater Condo LLC and Knology Broadband of Florida, Inc., as recorded in Official Records Book 16260, pages 2609 through 2611, Public Records of Pinellas County, Florida (blanket-type easement).
5. The existing conditions plan on Sheet 2 was prepared to satisfy the requirements of Chapter 718.104(4)(e) of the Florida Statutes and is not a boundary survey. See George F. Young, Inc. drawing 0815051800S00BR.DWG, Job No. 0815051800, dated 09/01/2008 for boundary survey.
6. See declaration for "STATION SQUARE CONDOMINIUMS - A CONDOMINIUM" for unit boundary descriptions.
7. For detailed explanation of common and limited common elements, refer to the declaration of Condominium.
8. Dimensions are shown in feet and tenths of feet.
9. Dimensions of building as shown on Sheet 2 are to the outside of wall at ground level.
10. Overall unit dimensions as shown on Sheets 3 through 17 are based on direct field measurement, where practical between finished walls and on architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
11. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.

SURVEYOR'S CERTIFICATE

I, Nicholas M. Ciricello, the undersigned professional surveyor and mapper, authorized to practice in the State of Florida, in compliance with section 718.104(4) (e), Florida Statutes do hereby report that the condominium site plan of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM", consisting of sheets 1 through 18 is substantially complete so that this material, together with the provisions of the declaration relating to matters of survey describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of the common elements and of each unit can be determined from said materials, and that all planned improvements, including, but not limited to, landscaping, utility services and access to each unit, and common element facilities serving the building have been substantially completed.

Date: September 8, 2008

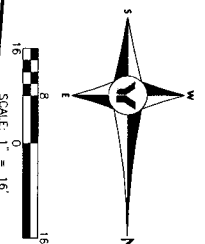
Nicholas M. Ciricello
Florida Professional Surveyor and Mapper
Registration Number LS4898

REvised 01/05/2009: Added notes 6 and 7 on Sheets 3 through 18.
Labeling of common elements, limited common elements and parking spaces.

PREPARED BY:
Y GEORGE F. YOUNG, INC.
LICENSED BUSINESS 021
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
299 DR. M. L. KING JR. ST. N.
ST. PETERSBURG, FLORIDA 33707-8222-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



CLEVELAND STREET

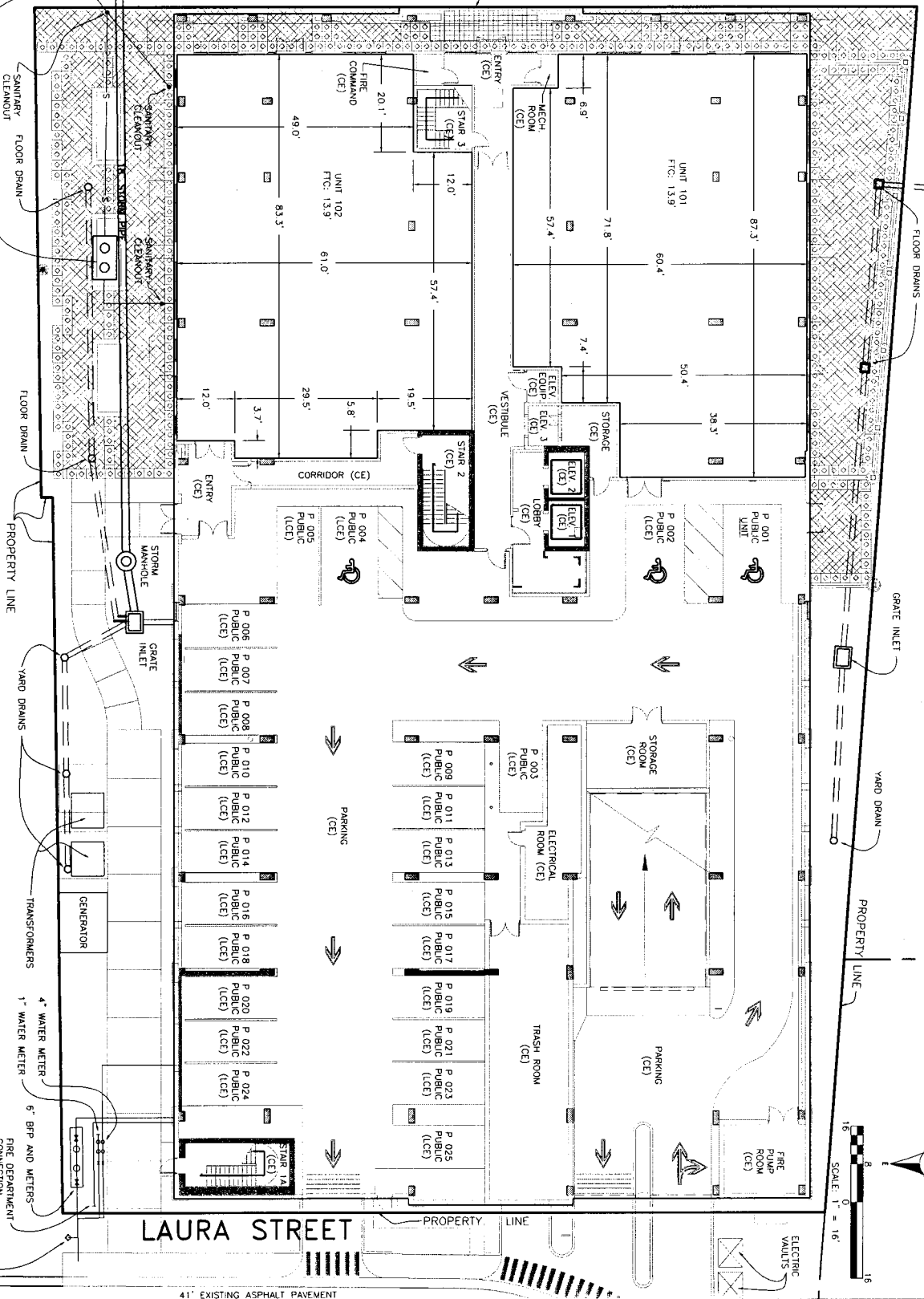
PROPERTY LINE

38' EXISTING ASPHALT PAVEMENT

LAURA STREET

PROPERTY LINE

41' EXISTING ASPHALT PAVEMENT



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nix where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1/200' or smaller (Sheets 2 or 3 through 18). Only the full-size (18" x 22") plot of the Station Square Condominiums, A CONDOMINIUM, is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public; and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

- BRP BACKGROUND
 CE COMMON ELEMENT
 ELEV. ELEVATION
 EQUIP. EQUIPMENT
 FLOOR TO CEILING
 LCE LIMITED COMMON ELEMENT
 MECH. MECHANICAL
 S.F. SQUARE FEET

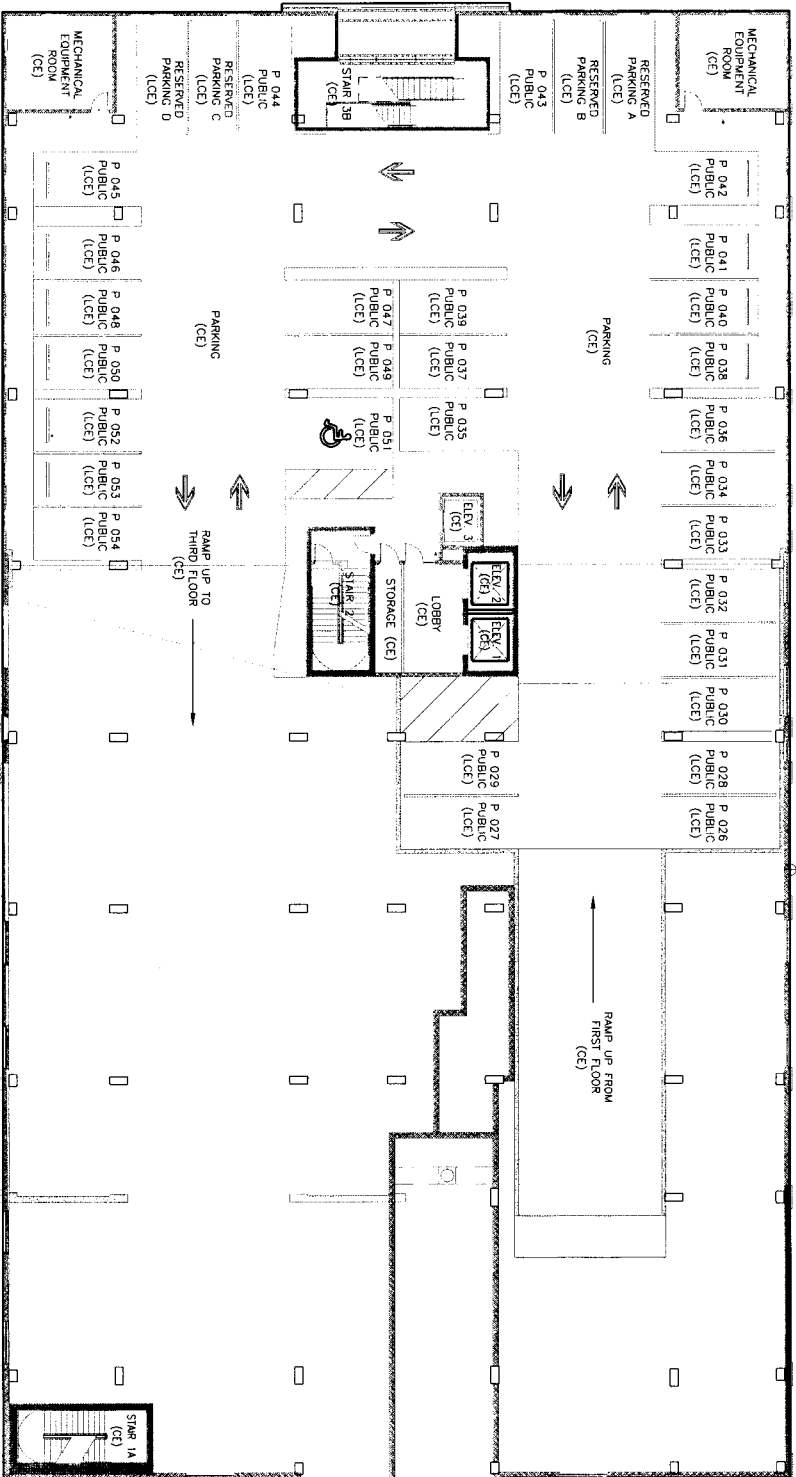
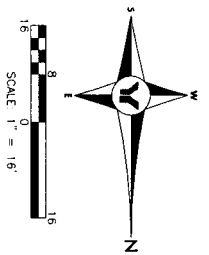
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SHEET 3 OF 18

PLOT PLAN / FIRST FLOOR PLAN

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



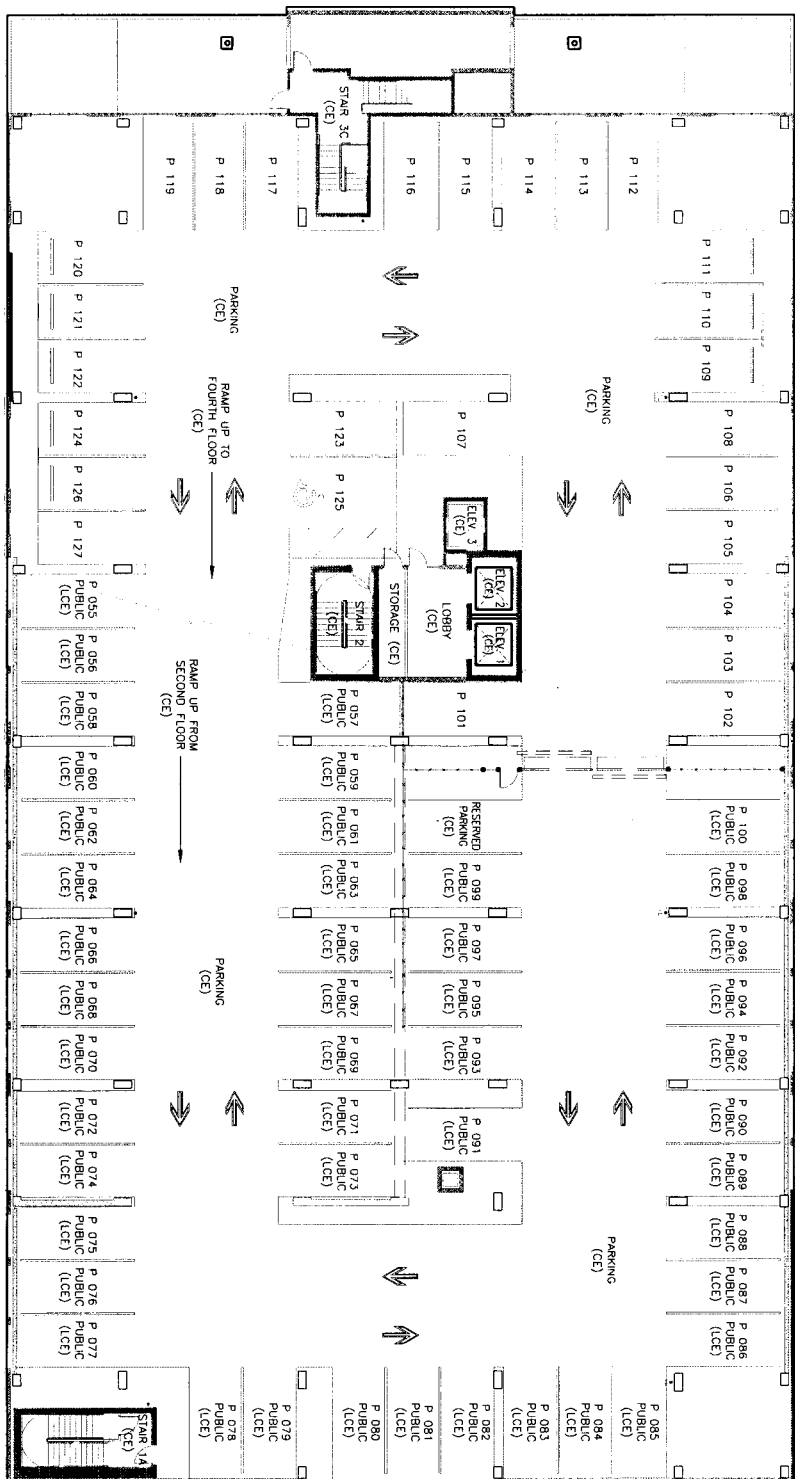
NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or 1"=16' or smaller (Sheets 2 or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

CE COMMON ELEMENT
ELEC. ELECTRIC
ELEV. ELEVATOR
EQUIP. EQUIPMENT
FIC FLOOR-TO-CEILING
LCE LIMITED COMMON ELEMENT
MECH. MECHANICAL
S.F. SQUARE FEET

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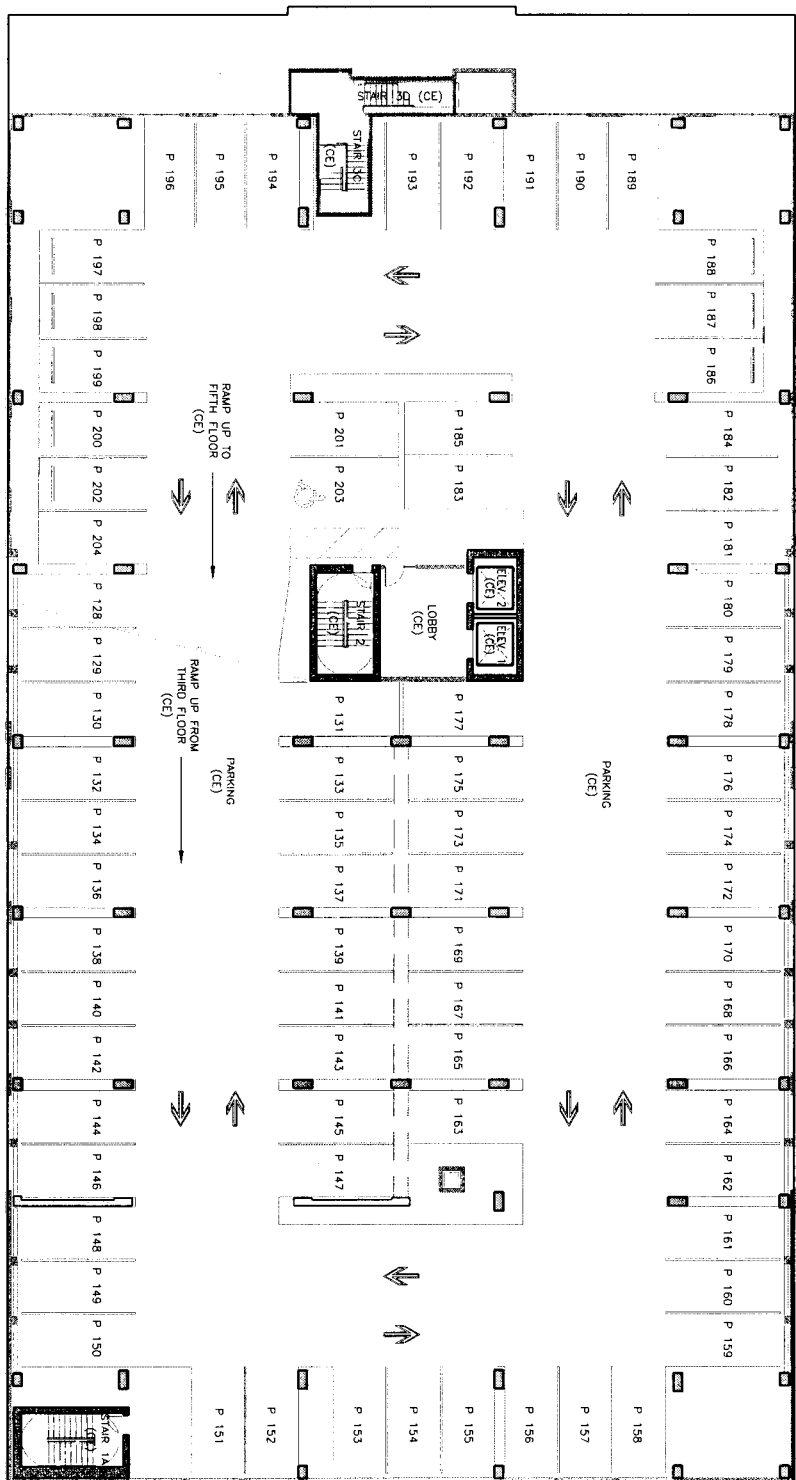
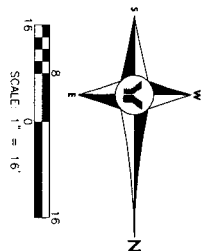
1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown herein are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A – D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

PREPARED BY:
Y GEORGE F. YOUNG, INC.
LICENSED BUSINESS 021
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
299 DR. M. L. KING JR. ST. N.
ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheets 2 or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of solid plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

CE COMMON ELEMENT
ELEC. ELECTRIC
ELEV. ELEVATOR
EQUIP. EQUIPMENT
FLOOR-TO-CEILING
LCE LIMITED COMMON ELEMENT
MECH. MECHANICAL
S.F. SQUARE FEET

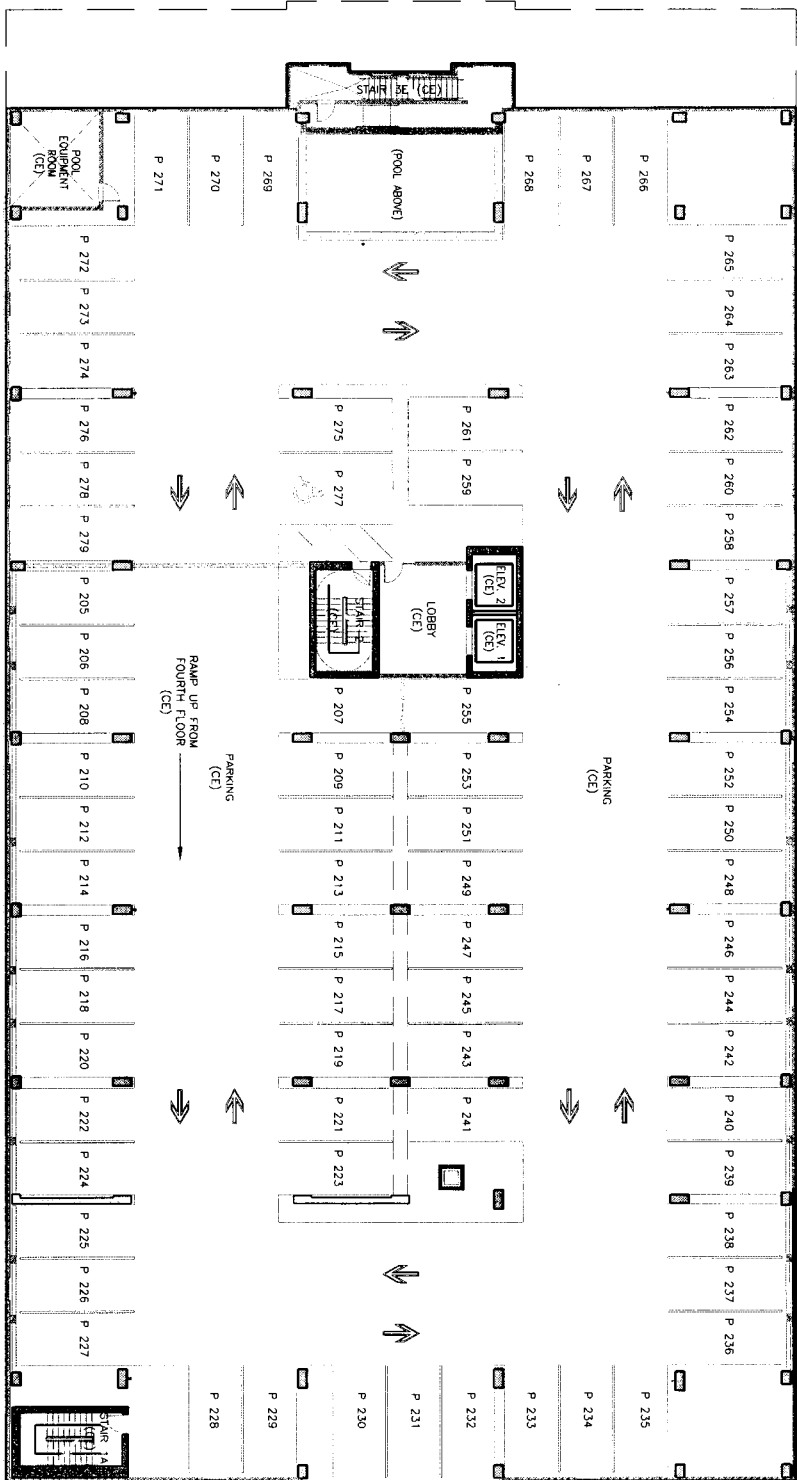
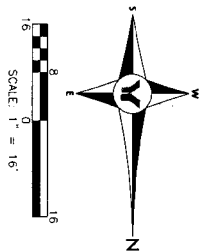
SHEET 6 OF 18

FOURTH FLOOR PLAN

PREPARED BY:
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STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"/30' or smaller (Sheet 2) or 1"/16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

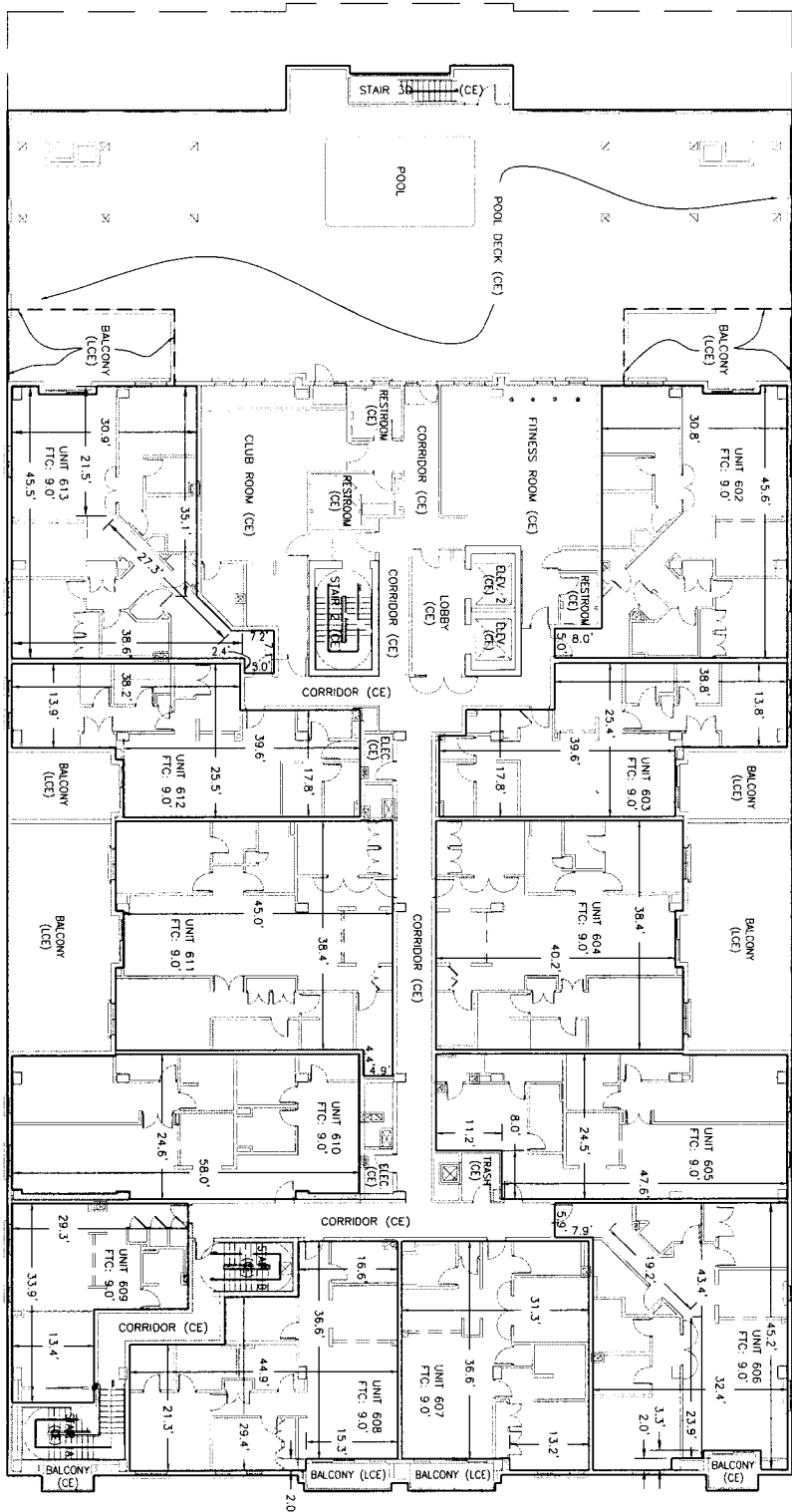
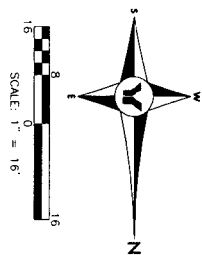
SHEET 7 OF 18

FIFTH FLOOR PLAN

PREPARED BY:
GEORGE F. YOUNG, INC.
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 299 DR. M. L. KING JR. ST. N.
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 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown herein are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheets 2 or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

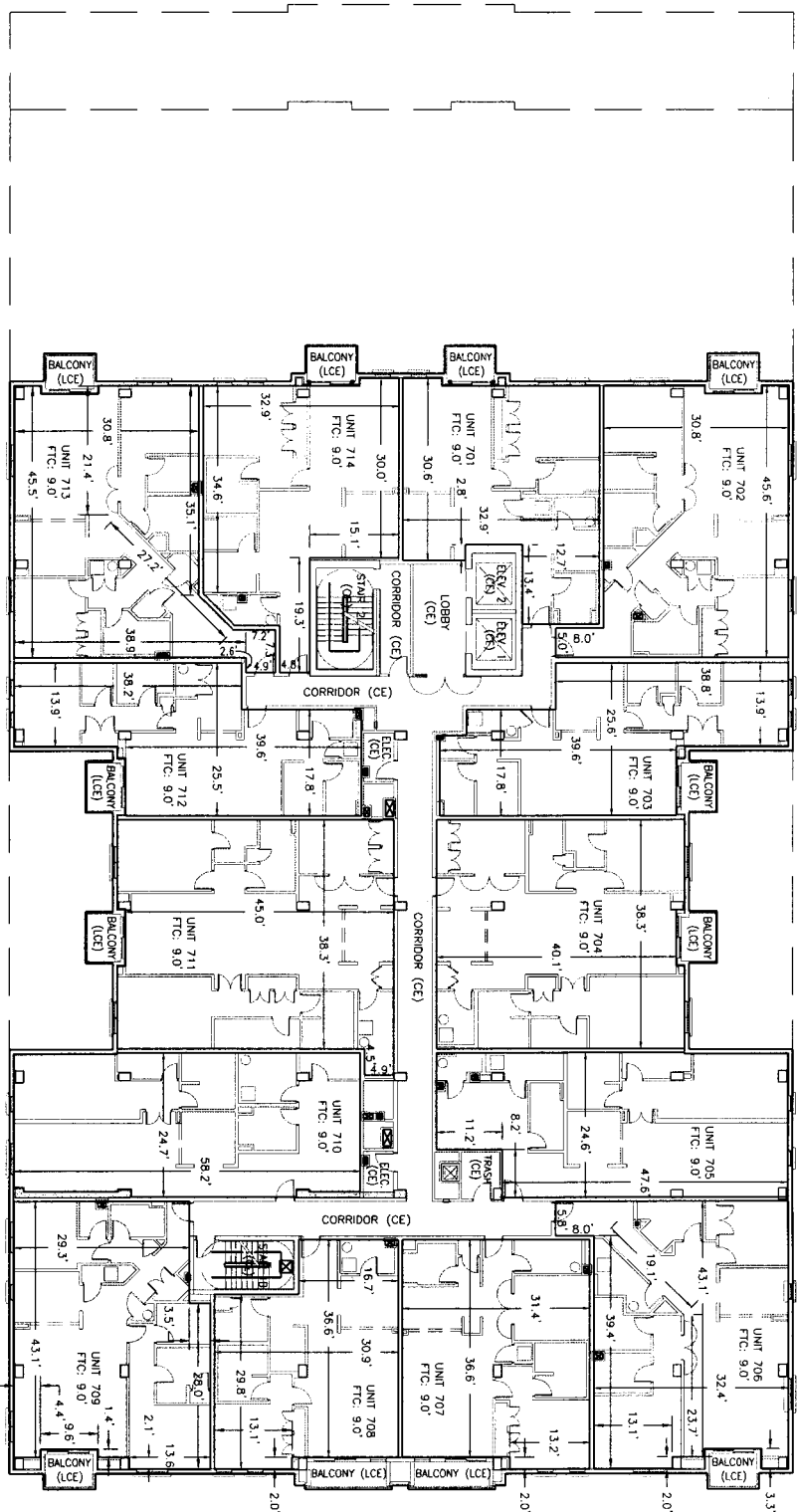
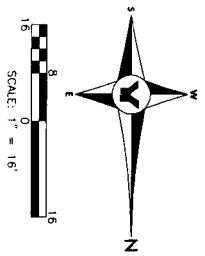
COMMON ELEMENT	CE
ELECTRIC	ELEC.
ELEVATOR	ELEV.
EQUIPMENT	EQUIP.
FLOOR-TO-CEILING	FTC
LIMITED COMMON ELEMENT	LCE
MECHANICAL	MECH.
SQUARE FEET	S.F.

PREPARED BY:
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SIXTH FLOOR PLAN

SHEET 8 OF 18

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM
SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed exploration of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=20' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

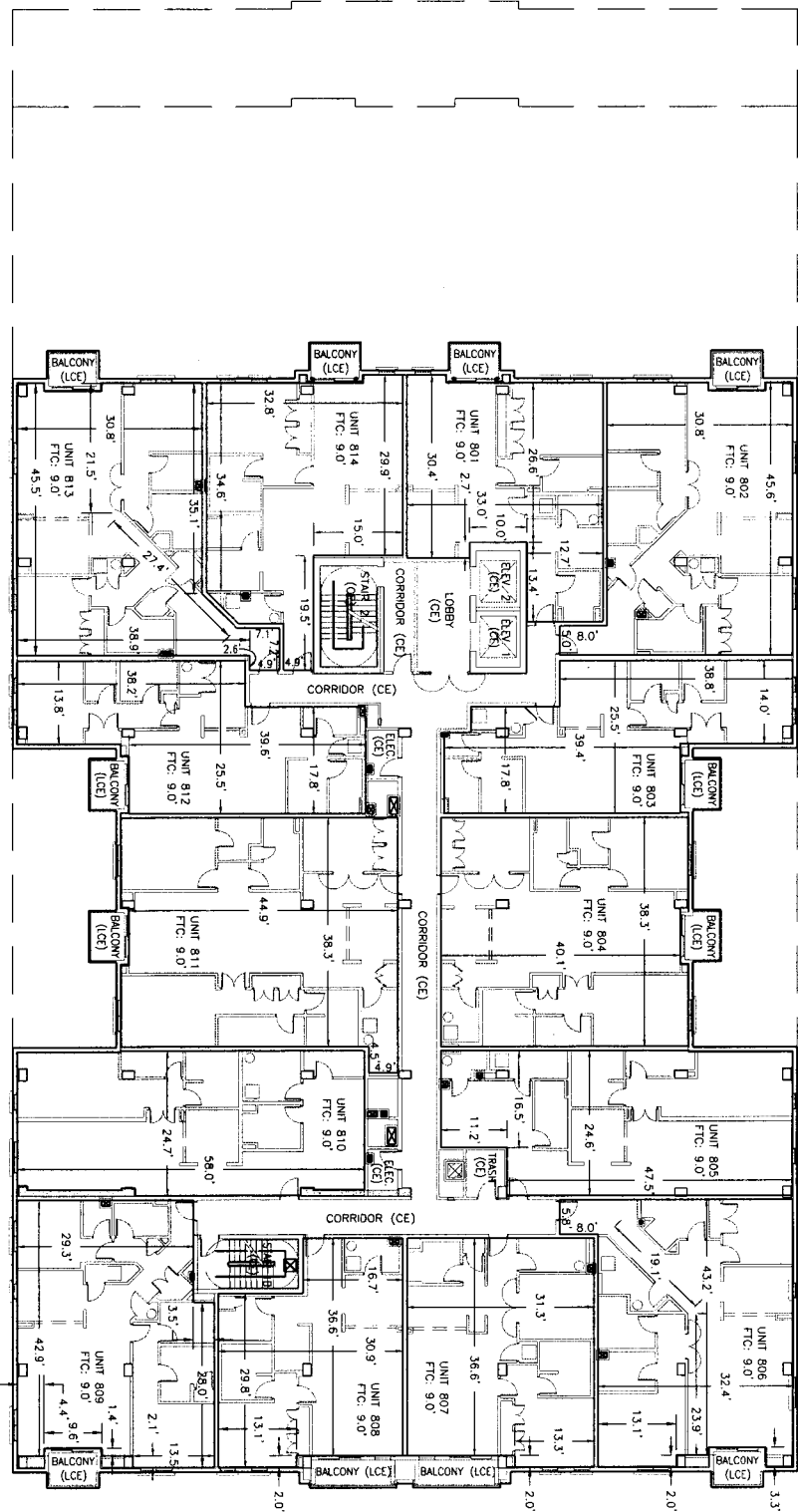
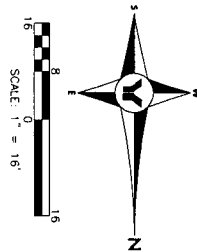
LEGEND:

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

PREPARED BY:
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STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of solid plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

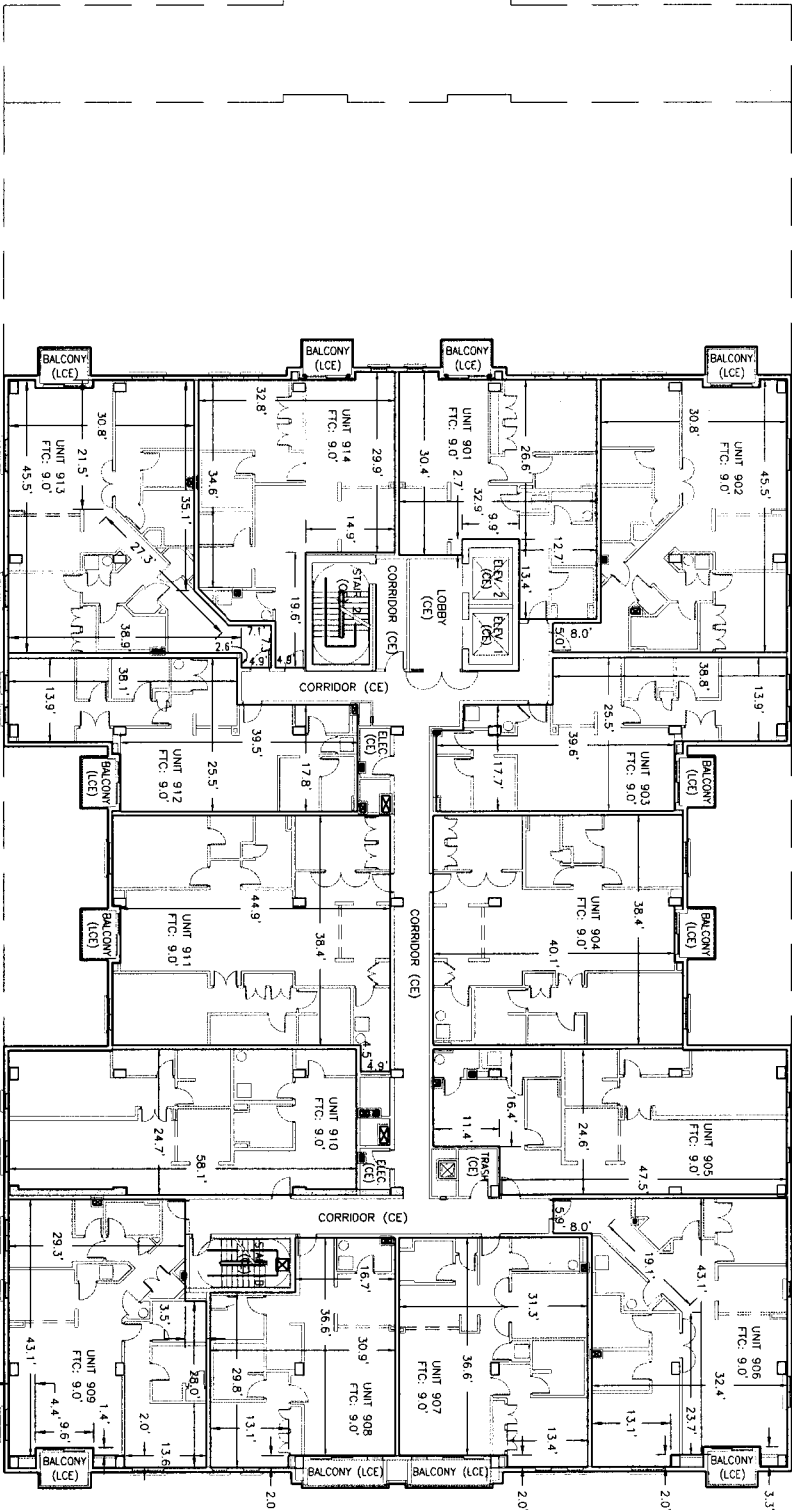
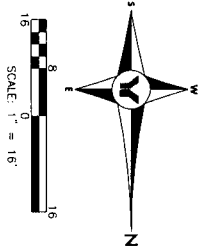
LEGEND:

- | | |
|--------|------------------------|
| CE | COMMON ELEMENT |
| ELEC. | ELECTRIC |
| ELEV. | ELEVATOR |
| EQUIP. | EQUIPMENT |
| FTC | FLOOR-TO-CEILING |
| LCE | LIMITED COMMON ELEMENT |
| MECH. | MECHANICAL |
| S.F. | SQUARE FEET |

PREPARED BY:
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STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
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3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
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6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit, and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

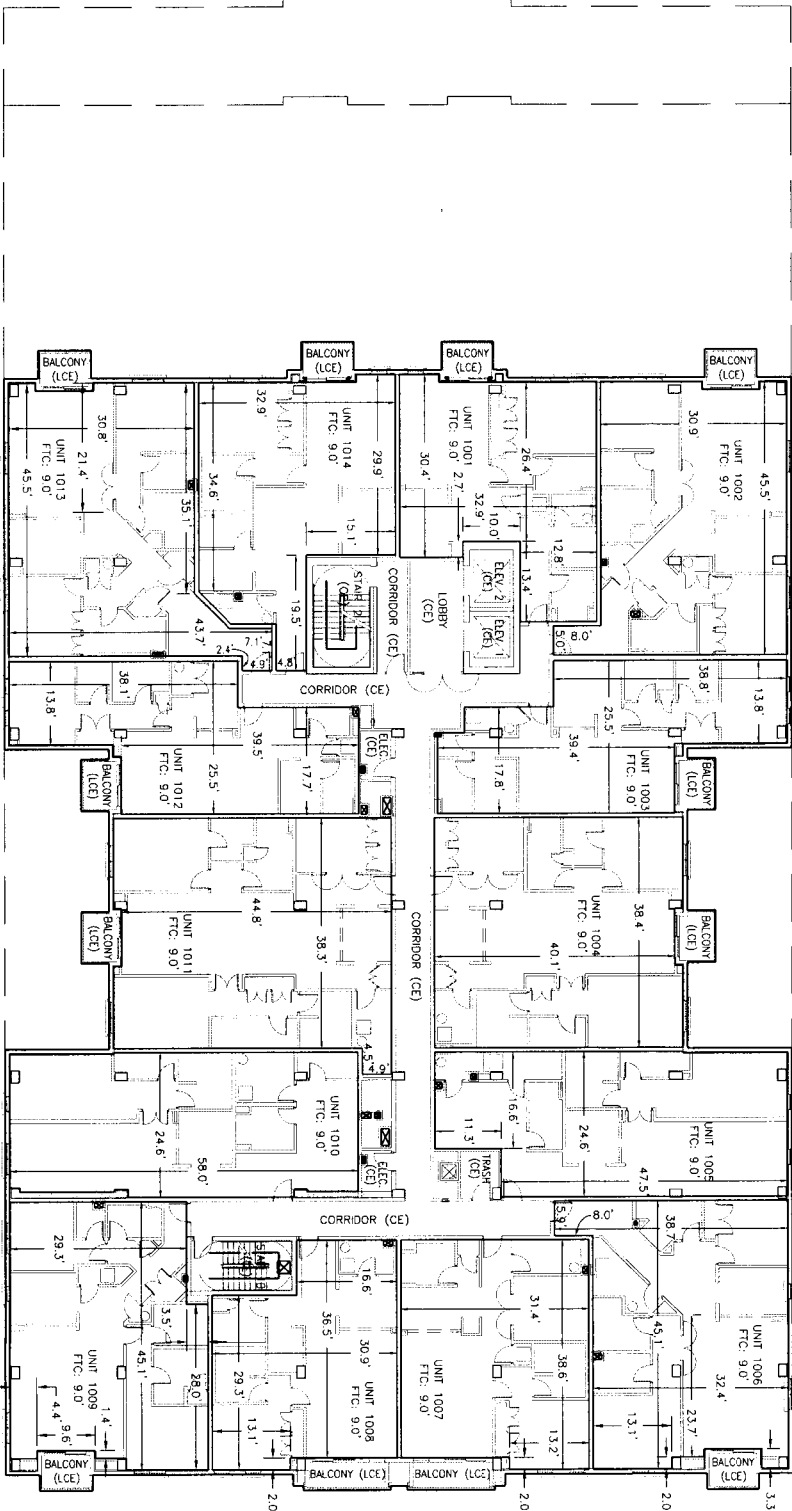
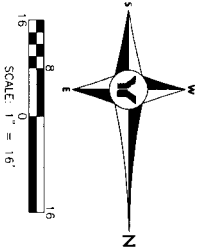
CE	COMMON ELEMENT
ELEV.	ELECTRIC
EQUIP.	ELEVATOR
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

SHEET 11 OF 18

NINTH FLOOR PLAN

PREPARED BY:
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 ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM
SECTION 16 TOWNSHIP 29 SOUTH RANGE 16 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed exploration of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
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6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

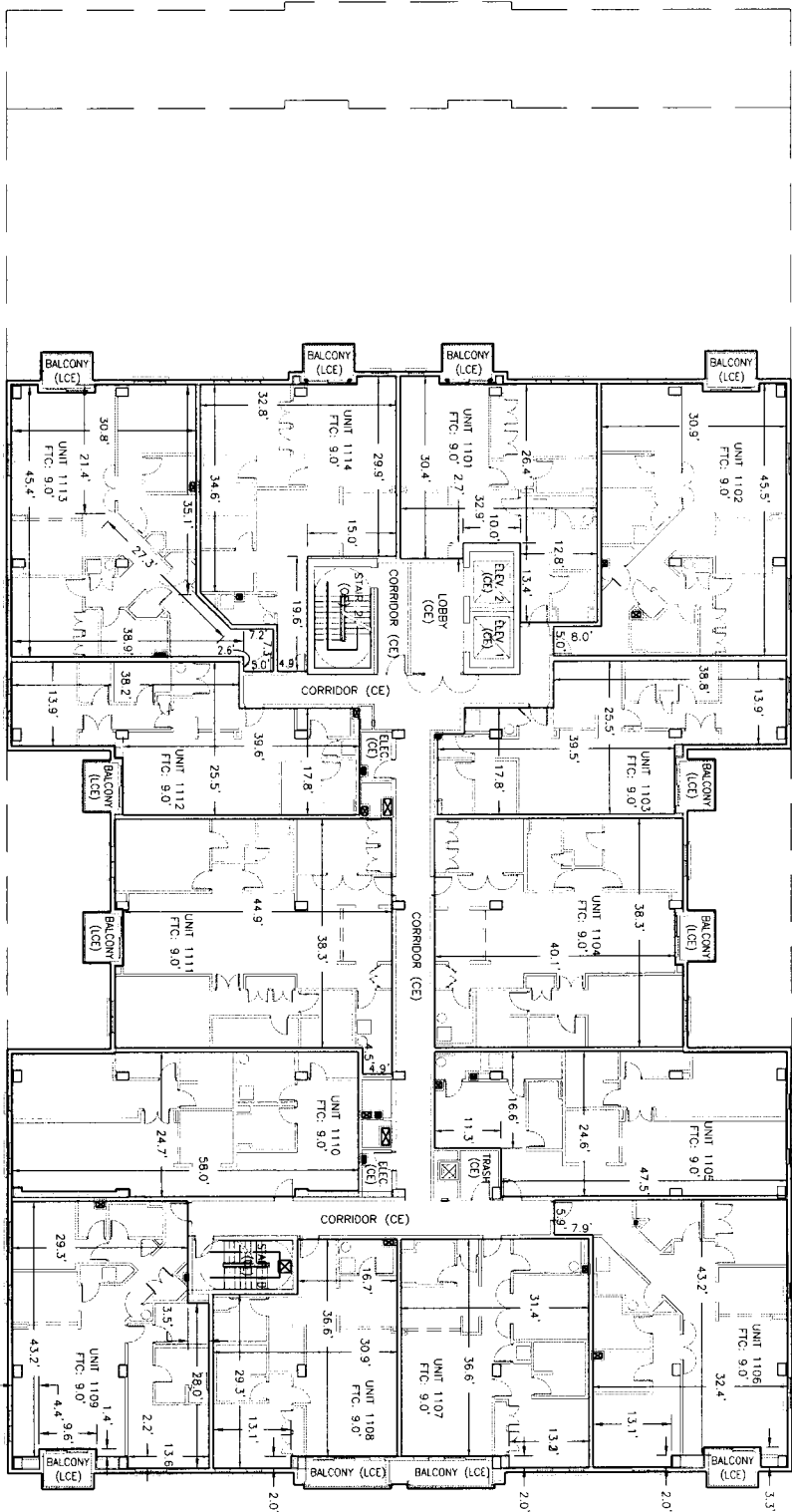
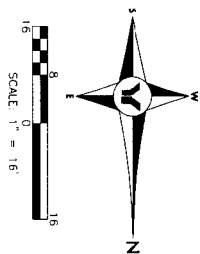
LEGEND:

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

PREPARED BY:
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ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
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7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

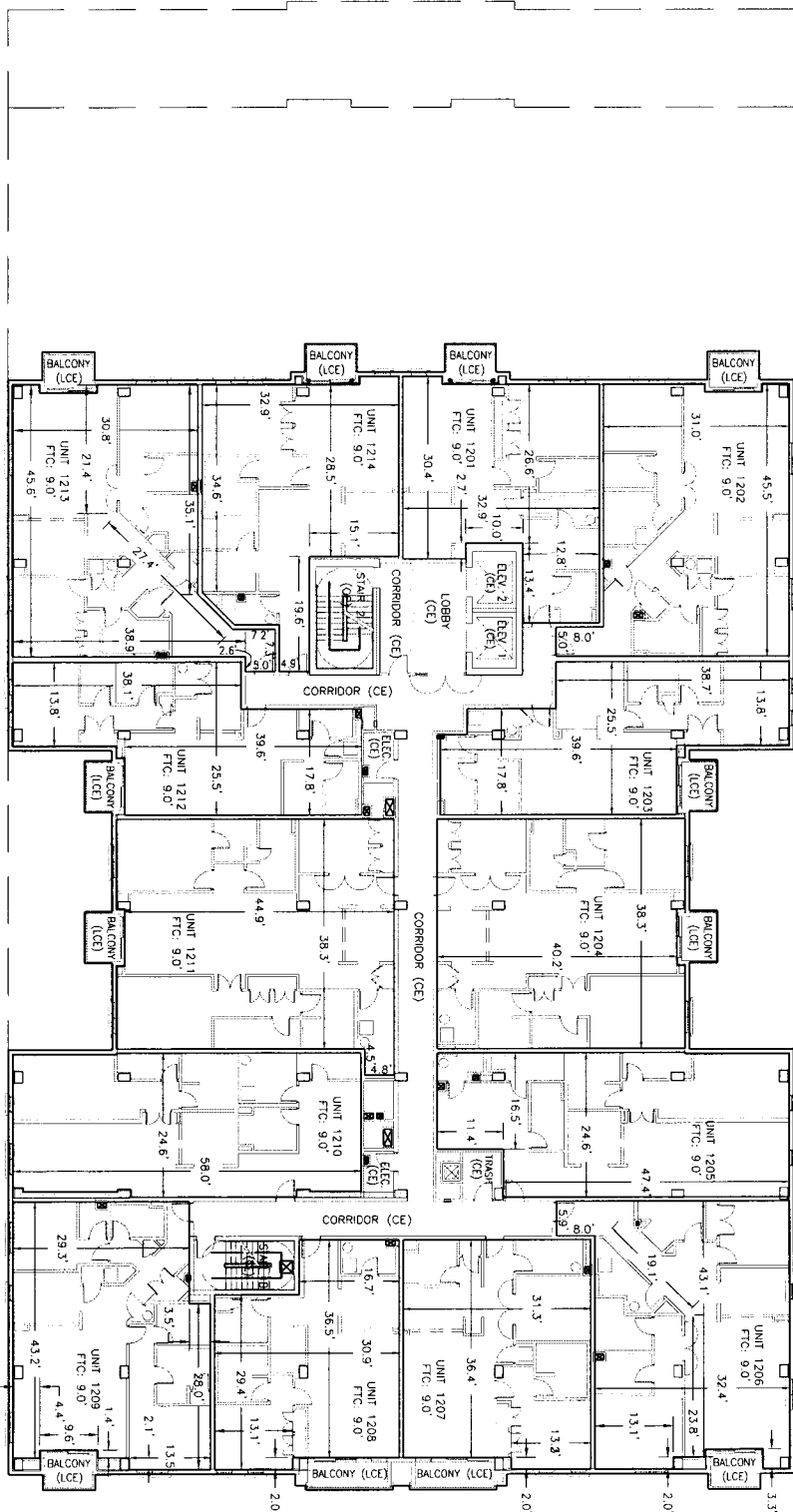
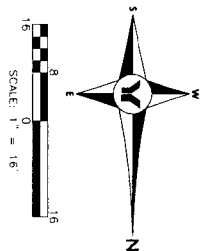
LEGEND:

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

PREPARED BY:
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STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
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3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
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7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

CE	COMMON ELEMENT
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

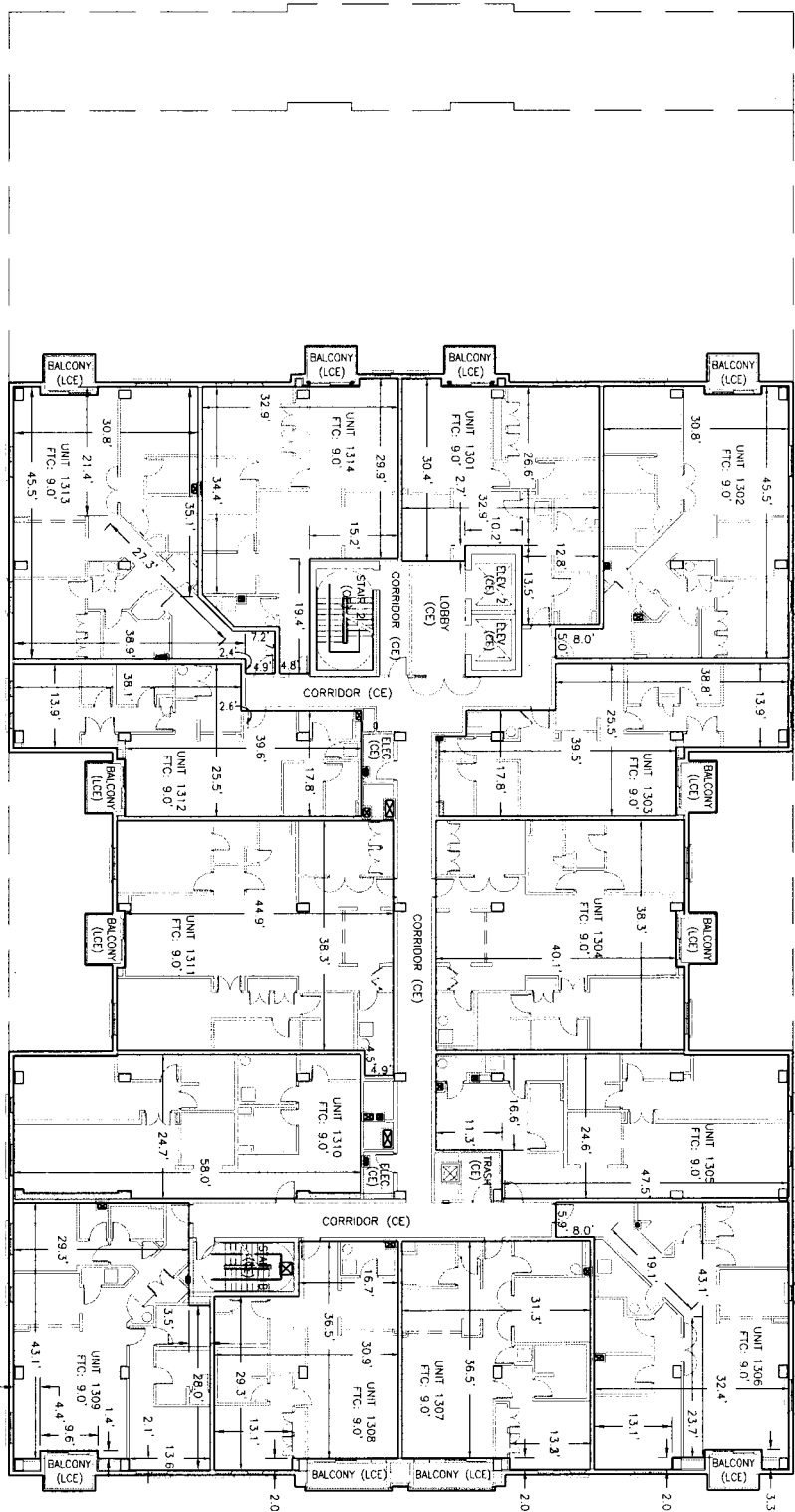
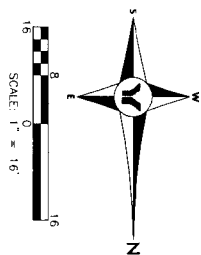
SHEET 14 OF 18

TWELFTH FLOOR PLAN

PREPARED BY:
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 ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed exploration of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown herein are based on direct field measurements, where practical, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
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7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

COMMON ELEMENT
CE
ELEV.
ELEVATOR
EQUIP.
FLOOR-TO-CEILING
LIMITED COMMON ELEMENT
MECH.
SQUARE FEET

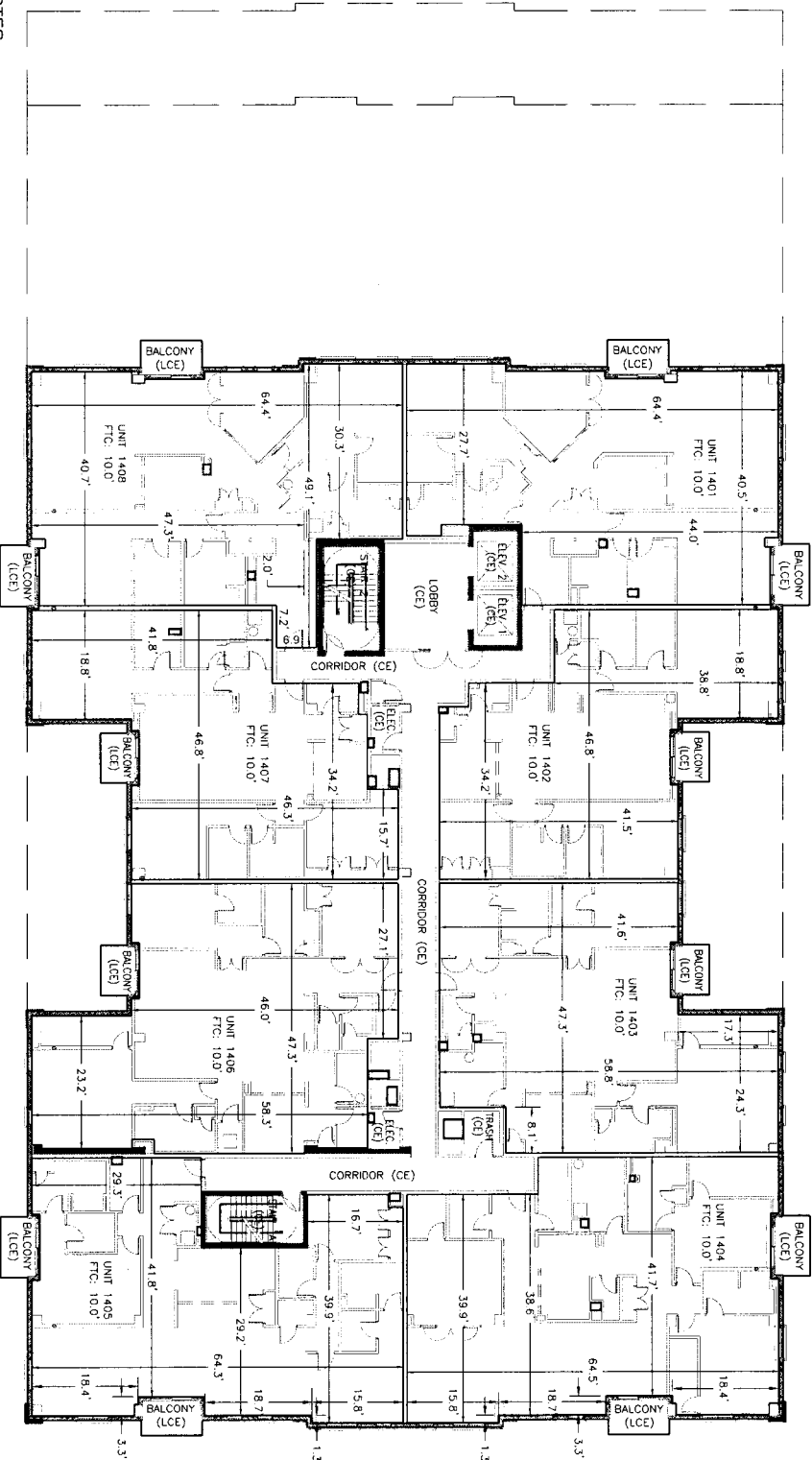
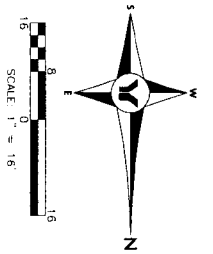
PREPARED BY:
GEORGE F. YOUNG, INC.
 LICENSED BUSINESS 021
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 299 DR. M. L. KING JR. ST. N.
 ST. PETERSBURG, FLORIDA 727-822-4317

THIRTEENTH FLOOR PLAN

SHEET 15 OF 18

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown herein are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

CE	COMMON ELEMENT
ELEC.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

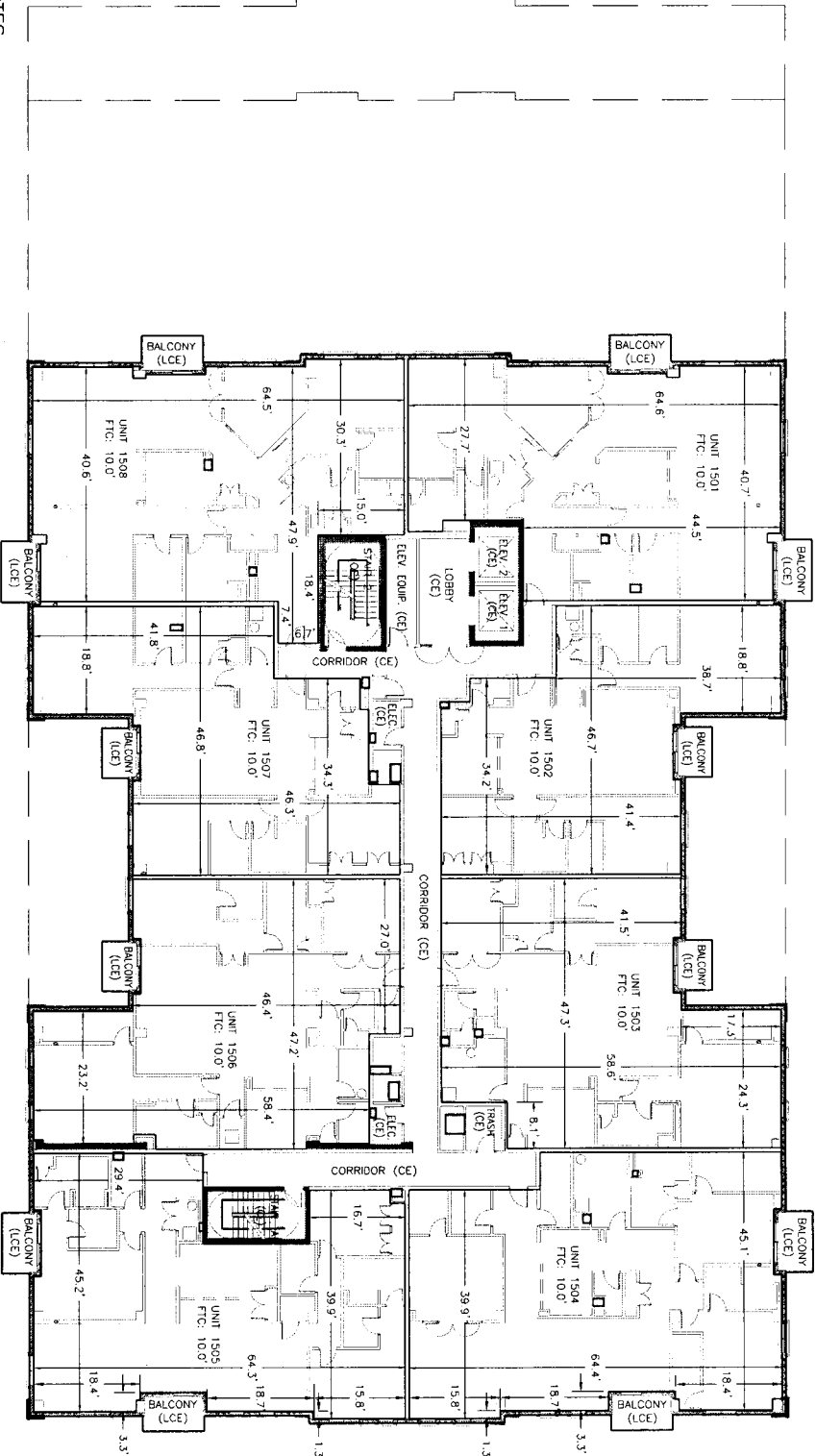
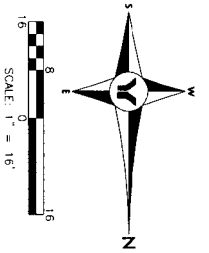
PREPARED BY:
Y GEORGE F. YOUNG, INC.
 LICENSED BUSINESS 021
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 299 DR. M. L. KING JR. ST. N.
 ST. PETERSBURG, FLORIDA 727-822-4317

FOURTEENTH FLOOR PLAN

SHEET 16 OF 18

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM

SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

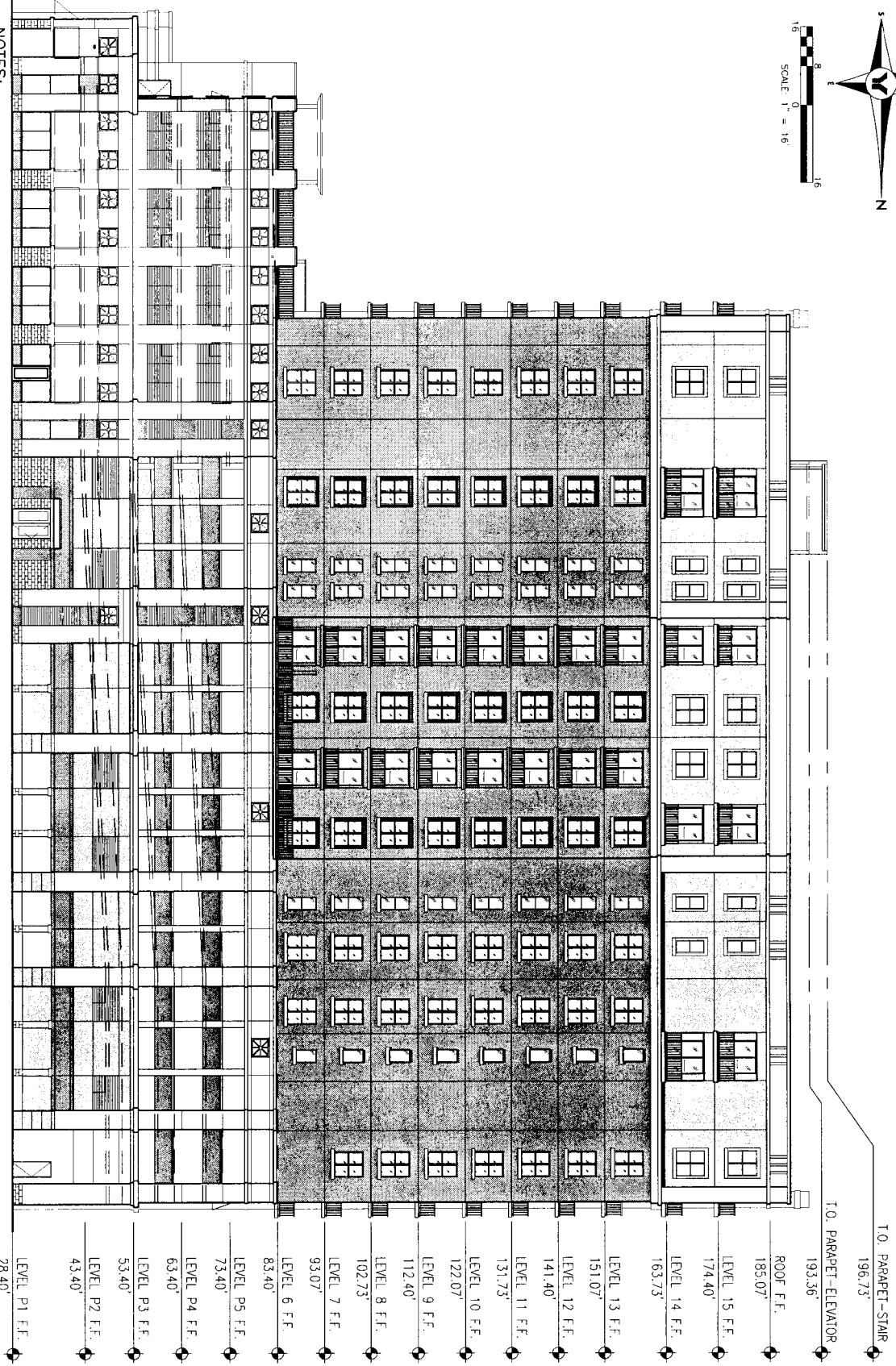
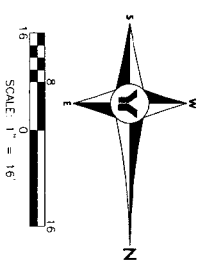
1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown hereon are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed at a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (18" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001 Public Unit and the appurtenant thereto Limited Common Elements identified as P 002 Public through P 100 Public, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 101. Reserved Parking Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:

COMMON ELEMENT	COMMON ELEMENT
CE	COMMON ELEMENT
ELEV.	ELECTRIC
ELEV.	ELEVATOR
EQUIP.	EQUIPMENT
FTC	FLOOR-TO-CEILING
LCE	LIMITED COMMON ELEMENT
MECH.	MECHANICAL
S.F.	SQUARE FEET

PREPARED BY:
GEORGE F. YOUNG, INC.
 LICENSED BUSINESS 021
 ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
 299 DR. M. L. KING JR., ST. N.
 ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM
SECTION 16 TOWNSHIP 29 SOUTH RANGE 15 EAST CLEARWATER, PINELLAS COUNTY, FLORIDA



NOTES:

1. See Declaration of Condominium for "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" for unit boundary descriptions.
2. For detailed explanation of common elements and limited common elements, refer to the Declaration of Condominium.
3. The dimensions of individual units as shown herein are based on direct field measurements, where practical, and architectural plans, and are subject to slight variances which may occur during construction and finishing. Dimensions are shown in feet and tenths of feet.
4. Units are numbered thus: Nxx where xx is unit number on floor N.
5. This plot is intended to be displayed on a scale of 1"=30' or smaller (Sheet 2) or 1"=16' or smaller (Sheets 3 through 18). Only the full-size (16" x 22") plot of "STATION SQUARE CONDOMINIUMS, A CONDOMINIUM" is to scale. Scale of enlargements and/or reductions of said plot will vary.
6. All parking spaces shown on the Plot Plan are Common Elements appurtenant to the Residential Units, with the exception of (i) Parking Unit P 001, Public Unit and the appurtenant, thereto, Limited Common Elements identified as P 002, Public Unit, and (ii) the Reserved Parking Spaces A - D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration.
7. Reserved Parking Spaces A and B shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102. Spaces C and D shown on the Second Floor Plan (Sheet 4 of 18) of Exhibit A to the Declaration are Limited Common Elements appurtenant to Unit 102.

LEGEND:
FF FINISHED FLOOR ELEVATION
T.O. TOP OF

SHEET 18 OF 18

ELEVATION PLAN - FACING WEST

PREPARED BY:
GEORGE F. YOUNG, INC.
LICENSED BUSINESS 021
ARCHITECTS, ENGINEERS, PLANNERS & SURVEYORS
299 DR. M. L. KING JR. ST. N.
ST. PETERSBURG, FLORIDA 727-822-4317

STATION SQUARE CONDOMINIUMS

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

STATION SQUARE CONDOMINIUMS, A CONDOMINIUM
UNIT OWNERS' UNDIVIDED SHARE IN THE COMMON ELEMENTS AND
FRACTIONAL SHARES OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

Both the fractional shares of ownership of Common Elements and the Common Expenses of the Units were apportioned by assigning to each unit a percentage ownership based upon the total square footage of each unit in uniform relationship to the total square footage of each other unit in the condominium.

The fractional shares for each Unit are as follows:

See Exhibit "B"

Effective January 1, 2009

**Undivided Share in
Common Elements,
Sharing of Common
Expenses and
Common Surplus**

Unit Number	By Unit	Proposed Annual Operating Fee	Proposed Monthly Operating Fee	Approximate Square Footage
602	0.007348681	\$3,852.68	\$321.06	1484
603	0.005843291	\$3,063.45	\$255.29	1180
604	0.008101376	\$4,247.29	\$353.94	1636
605	0.007021853	\$3,681.33	\$306.78	1418
606	0.0073982	\$3,878.64	\$323.22	1494
607	0.006363245	\$3,336.05	\$278.00	1285
608	0.006972334	\$3,655.37	\$304.61	1408
609	0.003837755	\$2,012.01	\$167.67	775
610	0.007373441	\$3,865.66	\$322.14	1489
611	0.009037293	\$4,737.96	\$394.83	1825
612	0.005877954	\$3,081.62	\$256.80	1187
613	0.007630942	\$4,000.66	\$333.39	1541
701	0.005694733	\$2,985.57	\$248.80	1150
702	0.007309066	\$3,831.91	\$319.33	1476
703	0.005843291	\$3,063.45	\$255.29	1180
704	0.008101376	\$4,247.29	\$353.94	1636
705	0.007021853	\$3,681.33	\$306.78	1418
706	0.0073982	\$3,878.64	\$323.22	1494
707	0.006298869	\$3,302.30	\$275.19	1272
708	0.005417424	\$2,840.18	\$236.68	1094
709	0.007229834	\$3,790.37	\$315.86	1460
710	0.007373441	\$3,865.66	\$322.14	1489
711	0.009190803	\$4,818.44	\$401.54	1856
712	0.005877954	\$3,081.62	\$256.80	1187
713	0.007630942	\$4,000.66	\$333.39	1541
714	0.006080984	\$3,188.07	\$265.67	1228
801	0.005694733	\$2,985.57	\$248.80	1150
802	0.007309066	\$3,831.91	\$319.33	1476
803	0.005843291	\$3,063.45	\$255.29	1180
804	0.008101376	\$4,247.29	\$353.94	1636
805	0.007021853	\$3,681.33	\$306.78	1418
806	0.0073982	\$3,878.64	\$323.22	1494
807	0.006298869	\$3,302.30	\$275.19	1272
808	0.005417424	\$2,840.18	\$236.68	1094
809	0.007229834	\$3,790.37	\$315.86	1460
810	0.007373441	\$3,865.66	\$322.14	1489
811	0.009190803	\$4,818.44	\$401.54	1856
812	0.005877955	\$3,081.62	\$256.80	1187
813	0.007630942	\$4,000.66	\$333.39	1541
814	0.006080984	\$3,188.07	\$265.67	1228
901	0.005694733	\$2,985.57	\$248.80	1150

Exhibit "B"

Effective January 1, 2009

902	0.007309066	\$3,831.91	\$319.33	1476
903	0.005843291	\$3,063.45	\$255.29	1180
904	0.008101376	\$4,247.29	\$353.94	1636
905	0.007021853	\$3,681.33	\$306.78	1418
906	0.0073982	\$3,878.64	\$323.22	1494
907	0.006298869	\$3,302.30	\$275.19	1272
908	0.005422409	\$2,842.80	\$236.90	1094
909	0.007229834	\$3,790.37	\$315.86	1460
910	0.007373441	\$3,865.66	\$322.14	1489
911	0.009190803	\$4,818.44	\$401.54	1856
912	0.005877954	\$3,081.62	\$256.80	1187
913	0.007630942	\$4,000.66	\$333.39	1541
914	0.006080984	\$3,188.07	\$265.67	1228
1001	0.005694733	\$2,985.57	\$248.80	1150
1002	0.007309066	\$3,831.91	\$319.33	1476
1003	0.005843291	\$3,063.45	\$255.29	1180
1004	0.008101376	\$4,247.29	\$353.94	1636
1005	0.007021853	\$3,681.33	\$306.78	1418
1006	0.0073982	\$3,878.64	\$323.22	1494
1007	0.006298869	\$3,302.30	\$275.19	1272
1008	0.005417423	\$2,840.18	\$236.68	1094
1009	0.007229834	\$3,790.37	\$315.86	1460
1010	0.007373441	\$3,865.66	\$322.14	1489
1011	0.009190803	\$4,818.44	\$401.54	1856
1012	0.005877954	\$3,081.62	\$256.80	1187
1013	0.007630942	\$4,000.66	\$333.39	1541
1014	0.006080984	\$3,188.07	\$265.67	1228
1101	0.005694733	\$2,985.57	\$248.80	1150
1102	0.007309066	\$3,831.91	\$319.33	1476
1103	0.005843291	\$3,063.45	\$255.29	1180
1104	0.008101376	\$4,247.29	\$353.94	1636
1105	0.007021853	\$3,681.33	\$306.78	1418
1106	0.0073982	\$3,878.64	\$323.22	1494
1107	0.006298869	\$3,302.30	\$275.19	1272
1108	0.005417424	\$2,840.18	\$236.68	1094
1109	0.007229834	\$3,790.37	\$315.86	1460
1110	0.007373441	\$3,865.66	\$322.14	1489
1111	0.009190803	\$4,818.44	\$401.54	1856
1112	0.005877954	\$3,081.62	\$256.80	1187
1113	0.007630942	\$4,000.66	\$333.39	1541
1114	0.006080984	\$3,188.07	\$265.67	1228
1201	0.005694733	\$2,985.57	\$248.80	1150
1202	0.007309066	\$3,831.91	\$319.33	1476
1203	0.005843291	\$3,063.45	\$255.29	1180
1204	0.008101376	\$4,247.29	\$353.94	1636
1205	0.007021853	\$3,681.33	\$306.78	1418
1206	0.0073982	\$3,878.64	\$323.22	1494
1207	0.006298869	\$3,302.30	\$275.19	1272
1208	0.005417424	\$2,840.18	\$236.68	1094
1209	0.007229834	\$3,790.37	\$315.86	1460
1210	0.007373441	\$3,865.66	\$322.14	1489
1211	0.009190803	\$4,818.44	\$401.54	1856

Exhibit "B"

Effective January 1, 2009

1212	0.005877954	\$3,081.62	\$256.80	1187
1213	0.007630942	\$4,000.66	\$333.39	1541
1214	0.006080984	\$3,188.07	\$265.67	1228
1301	0.005694733	\$2,985.57	\$248.80	1150
1302	0.007309066	\$3,831.91	\$319.33	1476
1303	0.005843291	\$3,063.45	\$255.29	1180
1304	0.008101376	\$4,247.29	\$353.94	1636
1305	0.007021853	\$3,681.33	\$306.78	1418
1306	0.0073982	\$3,878.64	\$323.22	1494
1307	0.006298869	\$3,302.30	\$275.19	1272
1308	0.005417424	\$2,840.18	\$236.68	1094
1309	0.007229834	\$3,790.37	\$315.86	1460
1310	0.007373441	\$3,865.66	\$322.14	1489
1311	0.009190803	\$4,818.44	\$401.54	1856
1312	0.005877954	\$3,081.62	\$256.80	1187
1313	0.007630942	\$4,000.66	\$333.39	1541
1314	0.006080984	\$3,188.07	\$265.67	1228
1401	0.012092641	\$6,339.78	\$528.32	2442
1402	0.010235663	\$5,366.23	\$447.19	2067
1403	0.011686582	\$6,126.90	\$510.58	2360
1404	0.013989234	\$7,334.11	\$611.18	2825
1405	0.012647258	\$6,630.55	\$552.55	2554
1406	0.012771057	\$6,695.46	\$557.95	2579
1407	0.010800184	\$5,662.19	\$471.85	2181
1408	0.01267697	\$6,646.13	\$553.84	2560
1501	0.012092641	\$6,339.78	\$528.32	2442
1502	0.010235663	\$5,366.23	\$447.19	2067
1503	0.011686582	\$6,126.90	\$510.58	2360
1504	0.013989234	\$7,334.11	\$611.18	2825
1505	0.012647258	\$6,630.55	\$552.55	2554
1506	0.012771057	\$6,695.46	\$557.95	2579
1507	0.010800154	\$5,662.18	\$471.85	2181
1508	0.01267697	\$6,646.13	\$553.84	2560
Total				
126				
Commercial Unit				
101	0.023704944	\$12,427.74	\$1,035.65	4788
102	0.02318499	\$12,155.15	\$1,012.93	4682
Parking Unit	0.001218178	\$638.65	\$53.22	246
Total	1	\$524,268.00	\$43,689.00	201,941

STATION SQUARE CONDOMINIUM

ESTIMATED OPERATING BUDGET FOR THE
CONDOMINIUM PROPERTY

This Budget is dated and effective as of January 1, 2009

STATION SQUARE CONDOMINIUM ASSOCIATION
PROPOSED ANNUAL BUDGET

ANNUAL EXPENSES

Maintenance & Repair

General Maintenance	19,200.00
Building Cleaning	20,280.00
Window Cleaning	9,960.00
Booster Pumps	1,200.00
Grounds Maintenance	4,200.00
Generator	1,800.00
Pool	7,200.00
Exercise Equipment	900.00
Exterminating	1,200.00
Elevator Maintenance-Tower	19,200.00
Elevator Maintenance-Retail/Park	4,800.00
Fire Alarm Monitoring	900.00
Maintenance Salaries	40,740.00
Fire Equipment	12,000.00
Security Equipment	<u>2,400.00</u>
Total Maintenance & Repair	145,980.00

Utilities

Electricity	38,400.00
Water/Sewer	54,000.00
Trash	12,000.00
Telephone	3,000.00
Pool Gas	9,600.00
Cable TV	<u>26,112.00</u>
Total Utilities	143,112.00

Administrative

Legal & Accounting	900.00
Financial Report	0.00
Miscellaneous Administrative	9,000.00
Fees Payable to Division	516.00
Insurance	136,980.00
Fees, Licenses & Permits	600.00
Management Fee	<u>20,760.00</u>
Total Administrative	168,756.00

Other

Rent for recreational and other commonly used facilities	N/A
Taxes upon association property	N/A
Taxes upon leased areas	N/A
Operating capital	N/A
Rent for the Unit, if subject to a lease	N/A
Rent payable by the unit owner directly	N/A

This Budget is dated and effective as of January 1, 2009

to the lessor or agent under any recreational lease or lease for the use of commonly used facilities, which use and payment is a mandatory condition of ownership and is not included in the common expense or assessments for common maintenance paid by the unit owners to the association.

Total Other 0.00

TOTAL OPERATING EXPENSE 457,848.00

RESERVES

Painting	20,568.00
Roofing	8,148.00
Paving	1,196.00
Resurfacing	0.00
Security Equipment	5,328.00
Pool	3,468.00
Fitness Equipment	672.00
Booster Pump	2,004.00
Generator	2,004.00
Furniture/Fixtures	7,000.00
Elevators-Tower	2,400.00
Elevators-Retail/Parking	1,200.00
HVAC	8,268.00
Fire Safety Systems	<u>4,164.00</u>
TOTAL RESERVES EXPENSES	66,420.00

ANNUAL

TOTAL OPERATING & RESERVE 524,268.00

Please see Schedule ZZ for square footage of units.

Please see Schedule YY for separate schedule on Reserves for Capital Expenditures and Deferred Maintenance.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

STATION SQUARE RESERVES BUDGET EFFECTIVE JANUARY 1, 2009

RESERVES	ESTIMATED USEFUL LIFE (YEARS)	ESTIMATED REMAINING USEFUL LIFE (YEARS)	TOTAL ASSESSMENT & COST OF REPLACEMENT	ESTIMATED FUND BALANCE 12-31-08	ESTIMATED FUND BALANCE AT END OF USEFUL LIFE	ANNUAL RESERVE - 2009	MONTHLY ASSESSMENT - 2009
Painting	15	15	\$308,520	\$0	\$308,520	\$20,568	\$1,714
Roofing	20	20	\$162,960	\$0	\$162,960	\$8,148	\$679
Pavement	18	18	\$21,528	\$0	\$21,528	\$1,196	\$100
Resurfacing	NA	NA	\$0	\$0	\$0	\$0	\$0
Security Equipment	10	10	\$53,280	\$0	\$53,280	\$5,328	\$444
Pool	20	20	\$69,360	\$0	\$69,360	\$3,468	\$289
Fitness Equipment	15	15	\$10,080	\$0	\$10,080	\$672	\$56
Booster Pump	25	25	\$50,100	\$0	\$50,100	\$2,004	\$167
Generator	25	25	\$50,100	\$0	\$50,100	\$2,004	\$167
Furniture/Fixtures	10	10	\$70,000	\$0	\$70,000	\$7,000	\$583
Elevators - Tower	25	25	\$60,000	\$0	\$60,000	\$2,400	\$200
Elevators - Retail/Parking	25	25	\$30,000	\$0	\$30,000	\$1,200	\$100
HVAC	20	20	\$165,360	\$0	\$165,360	\$8,268	\$689
Fire Safety Systems	25	25	\$104,100	\$0	\$104,100	\$4,164	\$347
Total			\$1,155,388	\$0		\$66,420	\$5,535

The Developer will not waive the Reserve Requirements.

See Schedule XX for per Unit Monthly Assessment for Reserves.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

Reserve Account Calculations
January 1, 2009

Unit Number	Undivided Share in Common Elements, Sharing of Common Expenses and Common Surplus By Unit	Annual Unit Percent Sharing of Reserve Amounts	Monthly Unit Percent Sharing of Reserve Amounts
602	0.007348681	\$488.10	\$40.67
603	0.005843291	\$388.11	\$32.34
604	0.008101376	\$538.09	\$44.84
605	0.007021853	\$466.39	\$38.87
606	0.0073982	\$491.39	\$40.95
607	0.006363245	\$422.65	\$35.22
608	0.006972334	\$463.10	\$38.59
609	0.003837755	\$254.90	\$21.24
610	0.007373441	\$489.74	\$40.81
611	0.009037293	\$600.26	\$50.02
612	0.005877954	\$390.41	\$32.53
613	0.007630942	\$506.85	\$42.24
701	0.005694733	\$378.24	\$31.52
702	0.007309066	\$485.47	\$40.46
703	0.005843291	\$388.11	\$32.34
704	0.008101376	\$538.09	\$44.84
705	0.007021853	\$466.39	\$38.87
706	0.0073982	\$491.39	\$40.95
707	0.006298869	\$418.37	\$34.86
708	0.005417424	\$359.83	\$29.99
709	0.007229834	\$480.21	\$40.02
710	0.007373441	\$489.74	\$40.81
711	0.009190803	\$610.45	\$50.87
712	0.005877954	\$390.41	\$32.53
713	0.007630942	\$506.85	\$42.24
714	0.006080984	\$403.90	\$33.66
801	0.005694733	\$378.24	\$31.52
802	0.007309066	\$485.47	\$40.46
803	0.005843291	\$388.11	\$32.34
804	0.008101376	\$538.09	\$44.84
805	0.007021853	\$466.39	\$38.87
806	0.0073982	\$491.39	\$40.95
807	0.006298869	\$418.37	\$34.86
808	0.005417424	\$359.83	\$29.99
809	0.007229834	\$480.21	\$40.02
810	0.007373441	\$489.74	\$40.81
811	0.009190803	\$610.45	\$50.87
812	0.005877955	\$390.41	\$32.53
813	0.007630942	\$506.85	\$42.24
814	0.006080984	\$403.90	\$33.66
901	0.005694733	\$378.24	\$31.52
902	0.007309066	\$485.47	\$40.46
903	0.005843291	\$388.11	\$32.34
904	0.008101376	\$538.09	\$44.84
905	0.007021853	\$466.39	\$38.87
906	0.0073982	\$491.39	\$40.95

Reserve Account Calculations
January 1, 2009

907	0.006298869	\$418.37	\$34.86
908	0.005422409	\$360.16	\$30.01
909	0.007229834	\$480.21	\$40.02
910	0.007373441	\$489.74	\$40.81
911	0.009190803	\$610.45	\$50.87
912	0.005877954	\$390.41	\$32.53
913	0.007630942	\$506.85	\$42.24
914	0.006080984	\$403.90	\$33.66
1001	0.005694733	\$378.24	\$31.52
1002	0.007309066	\$485.47	\$40.46
1003	0.005843291	\$388.11	\$32.34
1004	0.008101376	\$538.09	\$44.84
1005	0.007021853	\$466.39	\$38.87
1006	0.0073982	\$491.39	\$40.95
1007	0.006298869	\$418.37	\$34.86
1008	0.005417423	\$359.83	\$29.99
1009	0.007229834	\$480.21	\$40.02
1010	0.007373441	\$489.74	\$40.81
1011	0.009190803	\$610.45	\$50.87
1012	0.005877954	\$390.41	\$32.53
1013	0.007630942	\$506.85	\$42.24
1014	0.006080984	\$403.90	\$33.66
1101	0.005694733	\$378.24	\$31.52
1102	0.007309066	\$485.47	\$40.46
1103	0.005843291	\$388.11	\$32.34
1104	0.008101376	\$538.09	\$44.84
1105	0.007021853	\$466.39	\$38.87
1106	0.0073982	\$491.39	\$40.95
1107	0.006298869	\$418.37	\$34.86
1108	0.005417424	\$359.83	\$29.99
1109	0.007229834	\$480.21	\$40.02
1110	0.007373441	\$489.74	\$40.81
1111	0.009190803	\$610.45	\$50.87
1112	0.005877954	\$390.41	\$32.53
1113	0.007630942	\$506.85	\$42.24
1114	0.006080984	\$403.90	\$33.66
1201	0.005694733	\$378.24	\$31.52
1202	0.007309066	\$485.47	\$40.46
1203	0.005843291	\$388.11	\$32.34
1204	0.008101376	\$538.09	\$44.84
1205	0.007021853	\$466.39	\$38.87
1206	0.0073982	\$491.39	\$40.95
1207	0.006298869	\$418.37	\$34.86
1208	0.005417424	\$359.83	\$29.99
1209	0.007229834	\$480.21	\$40.02
1210	0.007373441	\$489.74	\$40.81
1211	0.009190803	\$610.45	\$50.87
1212	0.005877954	\$390.41	\$32.53
1213	0.007630942	\$506.85	\$42.24
1214	0.006080984	\$403.90	\$33.66
1301	0.005694733	\$378.24	\$31.52
1302	0.007309066	\$485.47	\$40.46

Reserve Account Calculations
January 1, 2009

1303	0.005843291	\$388.11	\$32.34
1304	0.008101376	\$538.09	\$44.84
1305	0.007021853	\$466.39	\$38.87
1306	0.0073982	\$491.39	\$40.95
1307	0.006298869	\$418.37	\$34.86
1308	0.005417424	\$359.83	\$29.99
1309	0.007229834	\$480.21	\$40.02
1310	0.007373441	\$489.74	\$40.81
1311	0.009190803	\$610.45	\$50.87
1312	0.005877954	\$390.41	\$32.53
1313	0.007630942	\$506.85	\$42.24
1314	0.006080984	\$403.90	\$33.66
1401	0.012092641	\$803.19	\$66.93
1402	0.010235663	\$679.85	\$56.65
1403	0.011686582	\$776.22	\$64.69
1404	0.013989234	\$929.16	\$77.43
1405	0.012647258	\$840.03	\$70.00
1406	0.012771057	\$848.25	\$70.69
1407	0.010800184	\$717.35	\$59.78
1408	0.01267697	\$842.00	\$70.17
1501	0.012092641	\$803.19	\$66.93
1502	0.010235663	\$679.85	\$56.65
1503	0.011686582	\$776.22	\$64.69
1504	0.013989234	\$929.16	\$77.43
1505	0.012647258	\$840.03	\$70.00
1506	0.012771057	\$848.25	\$70.69
1507	0.010800154	\$717.35	\$59.78
1508	0.01267697	\$842.00	\$70.17
Total			
126			
Commercial			
Unit			
101	0.023704944	\$1,574.48	\$131.21
102	0.02318499	\$1,539.95	\$128.33
		\$0.00	\$0.00
Parking Unit	0.001218178	\$80.91	\$6.74
Total	1	\$66,420.00	\$5,535.00

Unit Number	Approximate Square Footage
602	1484
603	1180
604	1636
605	1418
606	1494
607	1285
608	1408
609	775
610	1489
611	1825
612	1187
613	1541
701	1150
702	1476
703	1180
704	1636
705	1418
706	1494
707	1272
708	1094
709	1460
710	1489
711	1856
712	1187
713	1541
714	1228
801	1150
802	1476
803	1180
804	1636
805	1418
806	1494
807	1272
808	1094
809	1460
810	1489
811	1856
812	1187
813	1541
814	1228
901	1150
902	1476
903	1180
904	1636
905	1418
906	1494
907	1272
908	1094

909	1460
910	1489
911	1856
912	1187
913	1541
914	1228
1001	1150
1002	1476
1003	1180
1004	1636
1005	1418
1006	1494
1007	1272
1008	1094
1009	1460
1010	1489
1011	1856
1012	1187
1013	1541
1014	1228
1101	1150
1102	1476
1103	1180
1104	1636
1105	1418
1106	1494
1107	1272
1108	1094
1109	1460
1110	1489
1111	1856
1112	1187
1113	1541
1114	1228
1201	1150
1202	1476
1203	1180
1204	1636
1205	1418
1206	1494
1207	1272
1208	1094
1209	1460
1210	1489
1211	1856
1212	1187
1213	1541
1214	1228
1301	1150
1302	1476
1303	1180
1304	1636

1305	1418
1306	1494
1307	1272
1308	1094
1309	1460
1310	1489
1311	1856
1312	1187
1313	1541
1314	1228
1401	2442
1402	2067
1403	2360
1404	2825
1405	2554
1406	2579
1407	2181
1408	2560
1501	2442
1502	2067
1503	2360
1504	2825
1505	2554
1506	2579
1507	2181
1508	2560

Total

126

**Commercial
Unit**

101	4788
102	4682

Parking Unit

246

Total

201,941

STATION SQUARE CONDOMINIUMS

FREQUENTLY ASKED QUESTIONS AND ANSWERS

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET
STATION SQUARE CONDOMINIUM ASSOCIATION, INC.
As of the 1st day of January, 2009

- Q: What are my voting rights in the condominium association?
A: There is one (1) vote for each Condominium Unit.
- Q: What restrictions exist in the condominium documents on my right to use my unit?
A: There are restrictions regarding alteration and repair of a Unit, the keeping of pets in a Unit and parking. The restrictions are set forth in Sections 18 and 26 of the Declaration of Condominium and in the Rules and Regulations.
- Q: What restrictions exist in the condominium documents on the leasing of my unit?
A: All leases shall be deemed to include a clause requiring the tenant to comply with all terms and conditions of the Condominium Documents. The restrictions are set forth in Section 19 of the Declaration of Condominium and in the Rules and Regulations.
- Q: How much are my assessments to the condominium association for my unit type and when are they due?
A: Assessments are due monthly, payable on the first day of the month. The initial assessment for your Unit is set forth in Exhibit B attached hereto, which shows the monthly and yearly dollar amount for each Unit.

Additionally, you are responsible for a capital contribution equal to two (2) months maintenance which is due at the time of closing.

- Q: Do I have to be a member of any other association? If so, what is the name of the association and what are my voting rights in the association? How much are my assessments?
A: No.
- 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.
- Q: Is the condominium association or other mandatory membership association in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.
A: No.

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

Effective January 1, 2009

**Undivided Share in
Common Elements,
Sharing of Common
Expenses and
Common Surplus**

Unit Number	By Unit	Proposed Annual Operating Fee	Proposed Monthly Operating Fee
602	0.007348681	\$3,852.68	\$321.06
603	0.005843291	\$3,063.45	\$255.29
604	0.008101376	\$4,247.29	\$353.94
605	0.007021853	\$3,681.33	\$306.78
606	0.0073982	\$3,878.64	\$323.22
607	0.006363245	\$3,336.05	\$278.00
608	0.006972334	\$3,655.37	\$304.61
609	0.003837755	\$2,012.01	\$167.67
610	0.007373441	\$3,865.66	\$322.14
611	0.009037293	\$4,737.96	\$394.83
612	0.005877954	\$3,081.62	\$256.80
613	0.007630942	\$4,000.66	\$333.39
701	0.005694733	\$2,985.57	\$248.80
702	0.007309066	\$3,831.91	\$319.33
703	0.005843291	\$3,063.45	\$255.29
704	0.008101376	\$4,247.29	\$353.94
705	0.007021853	\$3,681.33	\$306.78
706	0.0073982	\$3,878.64	\$323.22
707	0.006298869	\$3,302.30	\$275.19
708	0.005417424	\$2,840.18	\$236.68
709	0.007229834	\$3,790.37	\$315.86
710	0.007373441	\$3,865.66	\$322.14
711	0.009190803	\$4,818.44	\$401.54
712	0.005877954	\$3,081.62	\$256.80
713	0.007630942	\$4,000.66	\$333.39
714	0.006080984	\$3,188.07	\$265.67
801	0.005694733	\$2,985.57	\$248.80
802	0.007309066	\$3,831.91	\$319.33
803	0.005843291	\$3,063.45	\$255.29
804	0.008101376	\$4,247.29	\$353.94
805	0.007021853	\$3,681.33	\$306.78
806	0.0073982	\$3,878.64	\$323.22
807	0.006298869	\$3,302.30	\$275.19
808	0.005417424	\$2,840.18	\$236.68
809	0.007229834	\$3,790.37	\$315.86
810	0.007373441	\$3,865.66	\$322.14
811	0.009190803	\$4,818.44	\$401.54
812	0.005877955	\$3,081.62	\$256.80
813	0.007630942	\$4,000.66	\$333.39
814	0.006080984	\$3,188.07	\$265.67
901	0.005694733	\$2,985.57	\$248.80

Exhibit "B"

Effective January 1, 2009

902	0.007309066	\$3,831.91	\$319.33
903	0.005843291	\$3,063.45	\$255.29
904	0.008101376	\$4,247.29	\$353.94
905	0.007021853	\$3,681.33	\$306.78
906	0.0073982	\$3,878.64	\$323.22
907	0.006298869	\$3,302.30	\$275.19
908	0.005422409	\$2,842.80	\$236.90
909	0.007229834	\$3,790.37	\$315.86
910	0.007373441	\$3,865.66	\$322.14
911	0.009190803	\$4,818.44	\$401.54
912	0.005877954	\$3,081.62	\$256.80
913	0.007630942	\$4,000.66	\$333.39
914	0.006080984	\$3,188.07	\$265.67
1001	0.005694733	\$2,985.57	\$248.80
1002	0.007309066	\$3,831.91	\$319.33
1003	0.005843291	\$3,063.45	\$255.29
1004	0.008101376	\$4,247.29	\$353.94
1005	0.007021853	\$3,681.33	\$306.78
1006	0.0073982	\$3,878.64	\$323.22
1007	0.006298869	\$3,302.30	\$275.19
1008	0.005417423	\$2,840.18	\$236.68
1009	0.007229834	\$3,790.37	\$315.86
1010	0.007373441	\$3,865.66	\$322.14
1011	0.009190803	\$4,818.44	\$401.54
1012	0.005877954	\$3,081.62	\$256.80
1013	0.007630942	\$4,000.66	\$333.39
1014	0.006080984	\$3,188.07	\$265.67
1101	0.005694733	\$2,985.57	\$248.80
1102	0.007309066	\$3,831.91	\$319.33
1103	0.005843291	\$3,063.45	\$255.29
1104	0.008101376	\$4,247.29	\$353.94
1105	0.007021853	\$3,681.33	\$306.78
1106	0.0073982	\$3,878.64	\$323.22
1107	0.006298869	\$3,302.30	\$275.19
1108	0.005417424	\$2,840.18	\$236.68
1109	0.007229834	\$3,790.37	\$315.86
1110	0.007373441	\$3,865.66	\$322.14
1111	0.009190803	\$4,818.44	\$401.54
1112	0.005877954	\$3,081.62	\$256.80
1113	0.007630942	\$4,000.66	\$333.39
1114	0.006080984	\$3,188.07	\$265.67
1201	0.005694733	\$2,985.57	\$248.80
1202	0.007309066	\$3,831.91	\$319.33
1203	0.005843291	\$3,063.45	\$255.29
1204	0.008101376	\$4,247.29	\$353.94
1205	0.007021853	\$3,681.33	\$306.78
1206	0.0073982	\$3,878.64	\$323.22
1207	0.006298869	\$3,302.30	\$275.19
1208	0.005417424	\$2,840.18	\$236.68
1209	0.007229834	\$3,790.37	\$315.86
1210	0.007373441	\$3,865.66	\$322.14
1211	0.009190803	\$4,818.44	\$401.54

Exhibit "B"

Effective January 1, 2009

1212	0.005877954	\$3,081.62	\$256.80
1213	0.007630942	\$4,000.66	\$333.39
1214	0.006080984	\$3,188.07	\$265.67
1301	0.005694733	\$2,985.57	\$248.80
1302	0.007309066	\$3,831.91	\$319.33
1303	0.005843291	\$3,063.45	\$255.29
1304	0.008101376	\$4,247.29	\$353.94
1305	0.007021853	\$3,681.33	\$306.78
1306	0.0073982	\$3,878.64	\$323.22
1307	0.006298869	\$3,302.30	\$275.19
1308	0.005417424	\$2,840.18	\$236.68
1309	0.007229834	\$3,790.37	\$315.86
1310	0.007373441	\$3,865.66	\$322.14
1311	0.009190803	\$4,818.44	\$401.54
1312	0.005877954	\$3,081.62	\$256.80
1313	0.007630942	\$4,000.66	\$333.39
1314	0.006080984	\$3,188.07	\$265.67
1401	0.012092641	\$6,339.78	\$528.32
1402	0.010235663	\$5,366.23	\$447.19
1403	0.011686582	\$6,126.90	\$510.58
1404	0.013989234	\$7,334.11	\$611.18
1405	0.012647258	\$6,630.55	\$552.55
1406	0.012771057	\$6,695.46	\$557.95
1407	0.010800184	\$5,662.19	\$471.85
1408	0.01267697	\$6,646.13	\$553.84
1501	0.012092641	\$6,339.78	\$528.32
1502	0.010235663	\$5,366.23	\$447.19
1503	0.011686582	\$6,126.90	\$510.58
1504	0.013989234	\$7,334.11	\$611.18
1505	0.012647258	\$6,630.55	\$552.55
1506	0.012771057	\$6,695.46	\$557.95
1507	0.010800154	\$5,662.18	\$471.85
1508	0.01267697	\$6,646.13	\$553.84
Total			
126			
Commercial			
Unit			
101	0.023704944	\$12,427.74	\$1,035.65
102	0.02318499	\$12,155.15	\$1,012.93
Parking Unit	0.001218178	\$638.65	\$53.22
Total	1	\$524,268.00	\$43,689.00

Exhibit "B"