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DECLARATION OF CONDOMINIUM
OF
U. S. I OFFICE CONDOMINIUM EAST,
A CONDOMINIUM

THIS INSTRUMENT WAS PREPARED BY:

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COPY

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A Condominium

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**EXHIBITS TO
DECLARATION OF CONDOMINIUM
OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium**

Exhibit "A"	Legal Description
Exhibit "B"	Map of Survey
Exhibit "C"	Site Plan
Exhibit "D"	Floor Plans
Exhibit "E"	Elevation
Exhibit "F"	Description of Access Easement
Exhibit "G"	Articles of Incorporation
Exhibit "H"	By-Laws
Exhibit "I"	Surveyor's Certificate

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DECLARATION OF CONDOMINIUM
OF
U. S. I OFFICE CONDOMINIUM EAST,
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made and executed this 22 day of January, 1988, by THOMPSON PROPERTIES & INVESTMENTS, INC., a Florida corporation, as owner of the real property hereinafter described and developer of the improvements thereon (hereinafter called the ("Developer")), for itself, its successors, grantees, assignees and/or their transferees.

WHEREAS, said Developer, as owner, makes the following declaration:

1. PURPOSE.

The purpose of this Declaration is to submit the lands described in this instrument and improvements thereon, to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes (hereinafter referred to as the "Condominium Act"), and the Developer does hereby submit the lands described in this instrument and improvements on such lands, to the condominium form of ownership and use.

1.1 The name by which this condominium is to be identified is U. S. I OFFICE CONDOMINIUM EAST, a Condominium.

1.2 The address of this condominium is U. S. Highway 1 South, St. Augustine, Florida.

1.3 The lands owned by the Developer, which by this instrument are submitted to the condominium form of ownership, are those certain lands lying in St. Johns County, Florida, as described in Exhibit A, attached hereto and made a part hereof, which shall hereinafter be referred to as "the land". Said land shall be subject to conditions, restrictions, limitations, easements and reservations of record.

1.4 All provisions of this Declaration shall be construed to be perpetual covenants running with the land and every part thereof and interest therein, and every condominium parcel

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owner and claimant of the land, or any part thereof, or interest therein, his heirs, personal representatives, successors and assigns, shall be bound by all of the provisions of said Declaration, unless same shall be terminated pursuant to the Condominium Act and/or as provided herein. Both the burdens imposed and the benefits shall run with each condominium parcel as herein defined.

2. DEFINITIONS.

The terms used in this Declaration and in the Articles of Incorporation, the By-Laws and Rules and Regulations of the U. S. I OFFICE CONDOMINIUM EAST ASSOCIATION, INC., shall have the meaning stated in the Condominium Act and as follows, unless the context otherwise requires. Further, whenever the context so requires, the use of any gender shall be deemed to include all genders, the use of the plural shall include the singular and the singular shall include the plural.

2.1 "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against a unit owner.

2.2 "Association" means the corporate entity responsible for the operation of the condominium.

2.3 "Board of Administration" means the board of directors or other representative body responsible for administration of the Association.

2.4 "By-Laws" means the by-laws of the Association existing from time to time.

2.5 "Common Elements" includes within its meaning the following:

2.5.1 The condominium property which is not included within the units.

2.5.2 Easements through units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to units and the common elements.

2.5.3 An easement of support in every portion of a unit which contributes to the support of a building.

2.5.4 The property and installation required

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for the furnishing of utilities and other services to more than one (1) unit or to the common elements.

2.5.5 Easements for maintenance of common elements.

2.6 "Common Expenses" means all expenses and assessments properly incurred by the Association for the condominium.

2.7 "Common Surplus" means the excess of all receipts of the Association, collected on behalf of the condominium, including, but not limited to, assessments, rents, profits and revenues on account of the common elements, over common expenses.

2.8 "Condominium or the Condominium" means the U.S. I Office Condominium East, a Condominium.

2.9 "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

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

2.11 "Declaration" or "Declaration of Condominium" means the instrument or instruments by which the condominium is created, as they are from time to time amended.

2.12 "Developer" means the entity which creates a condominium or offers condominium parcels for sale or lease in the normal course of business, but does not include an owner or lessee or a unit owner who has acquired his unit for his owner occupancy. The Developer of this condominium is THOMPSON PROPERTIES & INVESTMENTS, INC., a Florida corporation.

2.13 "Institutional Mortgagee" is the owner and holder of a mortgage encumbering a condominium parcel, which owner and holder of said mortgage shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, the Developer or other person.

2.14 "Limited Common Elements" means those common

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elements, if any, which are reserved for the use of a certain condominium unit or units to the exclusion of other units, as specified in the Declaration of Condominium.

2.15 "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

2.16 "Unit" means the part of the condominium property which is subject to exclusive ownership.

2.17 "Unit Owner" or "Owner of a Unit" means the owner of a condominium parcel.

2.18 "Utility Services" as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and all exhibits attached thereto, shall include, but not be limited to, electric power, gas, hot and cold water, heating and refrigeration, air conditioning, garbage and sewage disposal and other required services imposed by governmental authorities.

3. DEVELOPMENT PLANS.

3.1 Improvements.

3.1.1 A total of eighteen Units shall be constructed on the land. The building facing South shall contain 8 Units and the building facing West 10 Units. The Units shall be identified as follows:

Unit A	Unit G	Unit M
Unit B	Unit H	Unit N
Unit C	Unit I	Unit O
Unit D	Unit J	Unit P
Unit E	Unit K	Unit Q
Unit F	Unit L	Unit R

Attached hereto and made a part hereof as Exhibits "B" and "C", are the survey and site plan of all units, including their identifying letters, locations and dimensions. The legend and notes contained therein are incorporated herein and made a part hereof by reference.

3.1.2 Where more than one (1) typical unit has been acquired by the same owner and combined into a single unit, the unit plans as described in Exhibits "B" and "C" may not reflect the interior

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plans of the combined units, but the exterior boundaries of the combined units remain the same. Should any units be combined, combined units shall exist as separate units as described in this Declaration for the purpose of applying the provisions of this Declaration and all exhibits attached hereto.

3.2 Site Plan.

A survey and site plan of the lands comprising the Condominium and locating the improvements constructed thereon are attached hereto as Exhibit "B" and "C".

3.3 Unit Plans.

The development plans of the Condominium, which contain a survey, site plan, elevations and floor plans, are attached hereto as Exhibits "B", "C" and "D". The legal description of each unit shall consist of the identifying number and letter of such unit as shown on Exhibit "C". Every Deed, Lease, Mortgage or other instrument shall legally describe a unit and/or condominium parcel by its identifying letter as provided on the attached Exhibit "C" and each and every description shall be deemed good and sufficient for all purposes.

4. UNIT BOUNDARIES.

Each unit shall include that part of the unit, which boundaries are as follows:

4.1 Upper and Lower Boundaries.

The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

4.1.1 Upper Boundary shall be the horizontal plane of the undecorated, finished ceiling.

4.1.2 Lower Boundary shall be the horizontal plane of the undecorated, finished floor.

4.2 Perimetrical Boundaries.

The perimetrical boundaries of the unit shall be the vertical plane of the undecorated and/or unfinished inner surfaces of the walls bounding the unit, extended to intersections with each other and with the upper and lower boundaries.

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4.3 Boundaries - Further Defined.

The boundaries of the unit shall not include all of those spaces and improvements lying within the undecorated and/or unfinished inner surfaces of the perimeter walls and those surfaces above the undecorated finished ceilings of each unit, and those surfaces below the undecorated finished floor of each unit and, further, shall exclude all pipes, ducts, wires, conduits and other utilities running through any interior wall or partition for the furnishing of utility services to other units and/or for the common elements.

In those units where attic storage access is provided, a unit owner may use the crawl space for storage at the unit owner's risk. Any damage caused to the unit or common elements by using this storage area shall be the singular expense of the unit owner.

5. OWNERSHIP.**5.1 Type of Ownership.**

Ownership of each condominium parcel may be in fee simple or in any other estate in real property recognized by law and subject to this Declaration.

5.2 Association Membership.

The owners of record of the units shall be members of the Association. There shall be one (1) membership for each unit and if there is more than one (1) record owner per unit, then such membership shall be divided among such owners in the same manner and proportion as is their ownership in the unit.

5.3 Unit Owner's Rights.

The owner of a unit is entitled to the exclusive possession of his unit. He shall be entitled to use the common elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other units. There shall be a joint use of the common elements, and a joint mutual easement for that purpose is hereby created. Each unit owner shall take title to his unit subject to the following easements reserved by Developer:

- 1) A non-exclusive easement for ingress and egress, drainage and installation of utilities over and across the

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real property described on Exhibit "A".

6. RESTRAINT UPON SEPARATION AND PARTITION OF COMMON ELEMENTS.

The fee title to each condominium parcel shall include both the condominium unit and an undivided interest in the common elements; said undivided interest in the common elements is deemed to be conveyed or encumbered with its respective condominium unit, even though the description in the instrument of conveyance may refer only to the fee title to the condominium unit. The share in the common elements appurtenant to a unit cannot be conveyed or encumbered except together with the unit. Any attempt to separate and/or any action to partition the fee title to a condominium unit from the undivided interest in the common elements appurtenant to each unit shall be null and void.

7. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS.

Each owner of a unit in the Condominium shall own in fee simple absolute a one-eighteenth (1/18th) undivided interest in the common elements.

8. COMMON EXPENSE AND COMMON SURPLUS.

The common expenses to be borne by each unit owner shall be a proportionate share of the total expenses and costs of the Association. Each unit owner shall be responsible for a portion of the common expenses and costs, and such share shall be in the percentage of the undivided share in the common elements appurtenant to said unit as set forth in paragraph 7 hereof.

Any common surplus of the Association shall be owned by each of the unit owners in the same proportion as their percentage liability for common expenses.

9. MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

Responsibility for the maintenance of the condominium property and restrictions upon its alterations and improvements shall be as follows:

9.1 Units.

9.1.1 By the Association.

The Association shall maintain, repair and replace at the Association's expense:

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9.1.1(a) All portions of a unit contributing to the support of the condominium building, which portions shall include, but not be limited to, outside walls of the building and all fixtures on its exterior, those portions of boundary walls not a part of a unit; floor and ceiling slabs; load-bearing columns and load-bearing walls.

9.1.1(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that service part or parts of the condominium other than the unit within which contained.

9.1.1(c) All incidental damage caused to a unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

9.1.2 By the Unit Owner.

The responsibility of the unit owner shall be as follows:

9.1.2(a) To keep and maintain his unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the unit which, if omitted, would affect the condominium in its entirety or in part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each unit shall maintain and be responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, including sliding glass doors, and all air conditioning and heating equipment, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his unit which now or may hereafter be situated in his unit, all of which items shall be considered limited common elements and not common elements to be maintained by the Association.

9.1.2(b) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may

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desire to place and maintain in his unit.

9.1.2(c) Where applicable, to maintain and to keep in a neat and trim condition, the floor and interior walls.

9.1.2(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

9.1.2(e) Plumbing and electrical repairs to fixtures and equipment located within a unit and exclusively servicing a unit shall be paid for and be a financial obligation of the unit owner.

9.1.2(f) Any officer of the Association or any agent of the Board of Administration shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible therefrom, or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

9.1.2(g) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building and/or property.

9.1.3 Alteration and Improvement.

Except as elsewhere reserved to the Developer, neither a unit owner nor the Association shall make any alteration in the portions of a unit that are to be maintained by the Association, remove any portion of such, make any additions to them, do anything that would jeopardize the safety or soundness of the building or impair any easement, without obtaining approval, in writing, of owners of all units in the building and of the Board of Administration of the Association and the Developer until all of the units held by Developer for sale in the normal course of business have been sold and closed. A copy of plans for all such work in excess of \$1,000.00 prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of work.

9.2 Common Elements.

9.2.1 By the Association.

The maintenance and operation of the common elements,

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including the repair, maintenance and replacement of landscaping and other improvements and facilities, shall be the responsibility of the Association as a common expense.

9.2.2 Alteration and Improvement.

There shall be no alteration or further improvement of the real property constituting the common elements contemplated by this Declaration without prior approval, in writing, by not less than two-thirds (2/3rds) of the members of the Association, if the cost of same shall be a common expense which exceeds in cumulative expenditure for the calendar year the sum of \$ 600.00 . Any such alteration or improvement shall not interfere with the rights of any unit owner without their consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined herein, that acquires its title as the result of owning a mortgage upon a unit owned, unless such owner shall approve of the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

9.2.3 Personal Property.

Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

9.3 Enforcement of Maintenance.

In the event the owner of a unit fails to maintain a unit as required above, the Association, shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the unit and do the necessary work to enforce compliance with the above provisions.

Further, in the event a unit owner violates any of the provisions of this section, the Association shall have the right

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to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entry of the subject unit with or without the consent of the unit owner, and the repair and maintenance of any item requiring same, all at the expense of the unit owner.

9.4 Maintenance of Access Easement.

The Association shall jointly maintain with the U.S. I OFFICE CONDOMINIUM ASSOCIATION, INC., the easement for ingress and egress described on Exhibit "F". The Association shall pay 18/23rds of the cost of maintaining said easement and the U.S. I OFFICE CONDOMINIUM ASSOCIATION, INC., shall pay 5/23rds of same.

10. USE RESTRICTIONS.

The use of the property of the condominium shall be in accordance with the following provisions:

10.1 Units.

10.1.1 Each of the units may be used only as a professional or business office, excepting an office specializing in the sale and construction of new homes, offices or warehouses, or for the sale of retail goods. Provided, the Developer may approve the use of any Unit as a restaurant and/or sandwich shop without the consent of any Unit Owner or the Association. Provided further, any other uses allowed under the Commercial General (CG) or Commercial Intensive (CI) classifications excepting an office specializing in the sale and construction of new homes, offices or warehouses, may be permitted in units situated on the portion of the property zoned (CG) or (CI) upon approval of the Developer or two-thirds (2/3rds) of the members of the Association. No Unit may be occupied as a residence by an owner.

10.1.2 Each unit owner shall designate 15% of the gross interior floor space of his unit for storage use only.

10.1.3 Any unit owner or owners shall have the right to divide or combine units owned by such unit owners as long as the interest in the common elements appurtenant to such units after the division or combination shall equal in total the interest in the common elements applicable to the unit or units divided or combined prior to said division or combination.

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Any such division or combination shall require the written consent of the Board of Administration and shall be in compliance with all governmental laws, codes, ordinances and regulations. The cost of any division or combination shall be the responsibility of the unit owner or owners of the units being divided or combined.

Any such division or combination shall become effective upon the recording in the St. Johns County Public Records of an amendment to this Declaration executed by the owners of the units so divided or combined. Such amendment shall contain floor plans of the unit or units divided or combined.

10.2 Common Elements and Limited Common Elements.

The common elements and limited common elements shall be used only for the purpose for which they are intended.

10.3 Nuisances.

No nuisance shall be allowed on the condominium property nor any use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and residential use of the property by its owners. All parts of the property shall be kept in clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. No unit owner shall permit any use of his unit or of the common elements which will increase the rate of insurance upon the condominium property.

10.4 Lawful Use.

No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which requires maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5 Signs.

Each unit owner may install one sign on the exterior of his Unit. Such sign shall not extend above or below the upper or lower

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boundaries of the front facade of the building and shall be a lighted sign with lighted plastic lettering which shall not exceed fourteen (14) feet in length for all lettering.

All the above signs shall be consistent in style and size and be approved by the Developer prior to installation. No other signs, except signs on the interior of doors and windows, shall be permitted without the prior approval of the Developer, until all of the units held by Developer for sale in the normal course of business have been sold and closed, and thereafter by the Association.

10.6 Rules and Regulations.

Reasonable rules and regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such rules and regulations and amendments thereto shall be furnished by the Association to all unit owners upon request.

11. MORTGAGING OF UNITS.

11.1 Approval.

A unit owner may not mortgage his unit, nor any interest therein, without the approval of the Association, except to an institutional mortgagee, as defined herein. Provided, if a unit owner takes back a purchase money mortgage, the approval of the Association shall not be required.

11.2 Notice of Lien or Suit.

11.2.1 Notice of Lien.

A unit owner shall give notice to the Association of every lien upon his unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

11.2.2 Notice of Suit.

A unit owner shall give notice to the Association of every suit or other proceeding which may affect title to his unit within five (5) days after the unit owner receives knowledge thereof.

Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

O.R. 771 PG 0886**12. PARKING SPACES.**

The following provisions will be applicable to the transfer and assignment of parking spaces:

12.1 Use of parking spaces.

All parking spaces and areas shall be for the common use of all unit owners, their customers and employees. Provided, the Developer or Association shall have the right to assign up to 5 parking spaces to each unit owner for the exclusive use of such owner, his customers and employees.

13. EASEMENTS.

Each of the following easements is a covenant running with the land of the condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and united use and purpose, and shall survive the termination of the condominium and the exclusion of any lands of the condominium from the condominium.

13.1 Utilities.

As may be required for utility services in order to adequately serve the condominium property; provided, however, easements through a unit shall be only according to the plans and specifications for the building or as the building is actually constructed unless approved, in writing, by the unit owner.

13.1.2 Pedestrian and Vehicular Traffic.

For pedestrian traffic over, through and across sidewalks, paths, lanes and walks, and for vehicular traffic over and across all parking areas, streets and rights of way, serving units of the condominium as part of the common elements and providing access to streets and other public ways of St. Johns County as the same may from time to time exist.

13.3 Support.

Every portion of a unit contributing to the support of the condominium building or an adjacent unit shall be burdened with an easement of support for the benefit of all other units and common elements in the building.

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13.4 Perpetual Non-Exclusive Easement in Common Elements.

The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of units in the condominium for their use and the use of their customers, invitees, and employees for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners.

13.5 Right of Entry into Unit in Emergencies.

In case of an emergency originating in or threatening any unit, regardless of whether or not the owner is present at the time of such emergency, the Board of Administration, or any other person authorized by it, shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate; and to facilitate entry in the event of any such emergency, the owner of each unit, if required by the Association, shall deposit, under the control of the Association, a key to such unit.

13.6 Right of Entry for Maintenance of Common Property.

Whenever it is necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the condominium property, the owner of each unit shall permit other owners by their representatives, or the duly constituted and authorized agent of the Association, to enter such unit for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

13.7 Easement for Unintentional and Non-Negligent Encroachment.

In the event that any unit shall encroach upon any of the common elements for any reason not caused by purposeful or negligent act of the unit owner or owners, or agents of such owner or owners, then an easement appurtenant to such unit shall exist for the continuance of such encroachment into the common elements for so long as such encroachment shall naturally exist. In the event that any portion of the common elements shall encroach upon any unit,

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then an easement shall exist for the continuance of such encroachment of the common elements into any unit for so long as such encroachment shall naturally exist.

13.8 Air Space.

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

13.9 Easements or Encroachments.

Easements or encroachments by the perimeter walls, ceilings and floor surrounding each condominium unit.

13.10 Easement for Overhangs.

Easement for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the condominium units or any of them.

13.11 Easement for Air Space of Common Elements.

An

exclusive easement for the use of the area and air space occupied by the air conditioning compressor and the equipment and fixtures appurtenant thereto, situated in and/or on common elements of the condominium but exclusively serving an individually owned unit, as the same exists in and on the land, which exclusive easement shall be terminated automatically in any air space which is permanently vacated by such air conditioning compressor, and the equipment and fixtures appurtenant thereto; provided, however, that the removal of same for repair and/or replacement shall not be construed to be a permanent vacation of the air space which it occupies.

13.2 Easement for Ingress and Egress.

The Developer hereby grants every unit owner, their customers, invitees and employees, a non-exclusive easement for ingress and egress and utilities over the property described on Exhibit "F", attached hereto, for access to U.S. Highway I South.

14. ASSOCIATION.

In order to provide for the proficient and effective administration of this condominium by the owners of units,

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a non-profit corporation known and designated as U.S. I Office Condominium East Association, Inc., has been organized under the laws of the State of Florida and said corporation shall administer the operation and management of this condominium and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, its By-Laws and the Rules and Regulations promulgated by the Association from time to time.

14.1 Articles of Incorporation.

A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit "G".

14.2 By-Laws.

The By-Laws of the Association shall be the By-Laws of the condominium, a copy of which is attached hereto as Exhibit "H".

14.3 Limitation Upon Liability of Association.

Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to unit owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

14.4 Restraint Upon Assignment of Shares in Assets.

The shares of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

14.5 Membership.

The record owners of all units in this condominium shall be members of the Association, and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in, a condominium parcel in said condominium, whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of this Declaration, and by the recordation among the Public Records of St. Johns County, Florida, of the deed or other

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instrument establishing the acquisition and designating the parcel affected thereby and by the delivery to the Association of a true copy of such recorded deed or other instrument. The new owner designated in such deed or other instrument shall thereupon become a member of the Association, and the membership of the prior owner as to the parcel designated shall be terminated.

14.6 Voting.

On all matters as to which the membership shall be entitled to vote, there shall be only one (1) vote for each unit.

15. INSURANCE.

The insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be governed by the following provisions:

15.1 Authority to Purchase.

All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates or mortgagee endorsements to the mortgagees of unit owners.

If required by the mortgagee who owns a majority of the loans on said units, such insurance policies shall provide that payments for losses thereunder by the insurer shall be made to an insurance trustee, and all policies and endorsements shall be deposited with such trustee. In the event an insurance trustee is so required, an Insurance Trustee Agreement shall be executed by the Association that is satisfactory to the insurance trustee and said mortgagee. The Board of Administration shall designate a Florida bank or trust company with trust powers to act as insurance trustee.

15.2 Coverage.

15.2.1 Casualty.

All buildings and improvements upon the land, including units and all personal property of the Association included in the condominium property, are to be insured in an amount equal to the maximum insurable replacement value, excluding foundation and

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excavation costs as determined annually by the Board of Administration, and all such insurance must be obtained, if possible, from the same company. Such coverage shall provide protection against:

15.2.1(a) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement and flood disaster insurance, if the condominium property is located in a flood zone.

15.2.1(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including, but not limited to, vandalism and malicious mischief.

15.2.2 Public Liability.

In such amounts and with such coverage as shall be required by the Board of Administration with cross liability endorsements to cover liability of the unit owners as a group to a unit owner.

15.2.3 Workmen's Compensation.

As shall be required to meet the requirements of law.

15.2.4 Association Insurance.

Such other insurance as the Board of Administration, in its discretion, may determine from time to time to be in the best interest of the Association and the unit owners, including Directors' Liability Insurance or other insurance that an institutional mortgagee may reasonably require, so long as it is the owner of a mortgage on any condominium parcel.

15.3 Premiums.

Premiums for insurance policies purchased by the Association shall be paid by the Association.

15.4 Assured.

All insurance policies purchased by the Association shall be for the benefit of the Association and unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association or to an insurance trustee designated by the Association as provided herein. All insurance policies shall require written notification

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to each institutional mortgagee not less than ten (10) days in advance of cancellation of any insurance policy insuring the condominium property.

15.4.1 Common Elements.

Proceeds on account of common elements shall be held in as many undivided shares as there are units in each building, the shares of each unit owner being the same as his share in the common elements, as same are hereinabove stated.

15.4.2 Units.

Proceeds on account of units shall be held in the following undivided shares:

15.4.2(a) Partial Destruction. When the building is to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner.

15.4.2(b) Total Destruction. When the building is not to be restored, for the owners of all units in the building in proportion to their share of the common elements appurtenant to their unit.

15.5 Distribution of Proceeds.

Proceeds of insurance policies received by the Board of Administration shall be distributed to, or for the benefit of, the beneficial owners in the following manner:

15.5.1 Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.2 Failure to Reconstruct or Repair.

If it is determined in the manner elsewhere provided that the damages for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit owners and their

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mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

15.5.3 Association as Agent.

The Association is hereby irrevocably appointed agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association.

15.5.4 Unit Owner's Obligations.

Each unit owner may, at his expense, purchase public liability insurance to protect himself against claims due to accidents within his unit, and casualty insurance on the floor coverings, wall coverings or ceiling coverings and contents within said unit.

All such insurance policies issued to individual unit owners shall provide that the coverage afforded by such policies is in excess over the amount recoverable under any other policy covering the same policy without rights of subrogation against the Association.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

16.1 Determination to Reconstruct or Repair.

If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired, shall be determined in the following manner:

16.1.1 Common Elements.

If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

16.1.2 Condominium Building.

16.1.2(a) Lesser Damage. If the damaged improvement is a part of the condominium building, and if units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Administration to be tenantable, the damaged property shall be reconstructed or repaired unless, within sixty (60) days after the casualty, it is determined in the manner elsewhere provided that the condominium shall be terminated.

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16.1.2(b) Major Damage. If the damaged improvement is part of the condominium building, and if units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Administration to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated as elsewhere provided, unless, within sixty (60) days after the casualty, the owners of sixty-six and two-thirds percent (66 2/3%) of the common elements agree, in writing, to such reconstruction or repair.

16.2 Plans and Specifications.

Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits or, if not, then according to plans and specifications approved by the Board of Administration, and if the damaged property is the condominium building, by the owners of not less than sixty-six and two-thirds percent (66 2/3%) of the common elements, including the owners of all damaged units, which approval shall not be unreasonably withheld.

16.3 Responsibility.

If the damage is only to those parts of one (1) unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction and/or repair after casualty shall be that of the Association.

16.4 Estimates of Costs.

Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the costs to repair or rebuild.

16.5 Assessments.

If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or, if at any time during the reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be

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made against the unit owners who own the damaged units and against all unit owners in the case of damage to the common elements, in sufficient amounts to provide funds to pay the estimated costs. Such assessments against the unit owners for damage to units shall be in proportion to the cost of reconstruction and repair of their respective units. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

16.6 Construction Funds.

The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against unit owners, shall be disbursed in payment of such costs in the following manner:

16.6.1 Unit Owner.

The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the unit owner shall be paid by the Association or Insurance Trustee to the unit owner, or, if there is a mortgagee endorsement, then to the unit owner and the mortgagee jointly.

16.6.1(a) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a 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 hereafter provided for the reconstruction and repair of major damage.

16.6.1(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Thousand and No/100 Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required

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by the Board of Administration and upon approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

16.6.1(c) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated.

17. ASSESSMENTS.

The making and collecting of assessments against unit owners for common expenses shall be the obligation of the Board of Administration pursuant to the By-Laws and subject to the following provisions:

17.1 Share of the Common Expenses.

Each unit owner shall be liable for a proportionate share of the common expenses and shall be entitled to an undivided share of the common surplus, as set forth in paragraph 8 hereof. A unit owner, regardless of how title is acquired, including, without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

17.2 Non-Waiver.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment is made.

17.3 Interest, Application of Payments.

Assessments and installments on such assessments paid on or before ten (10) days after the date when due shall not bear

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interest but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by the laws of the State of Florida from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment first due.

17.4 Lien for Assessments.

The Association shall have a lien on each condominium parcel for any unpaid assessments, and all interest due thereon, against the owner of such condominium parcel. Reasonable attorney's fees and all costs incurred by the Association incident to the collection of such assessment for the enforcement of such lien, shall be payable by the unit owner and secured by such lien. The Association's lien shall also include those sums advanced on behalf of each unit owner in payment of his obligation for use charges and operation costs likewise referred to as common expenses.

17.5 Collection and Foreclosure.

The Board of Administration may take such action as it deems necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be enforced and foreclosed in the manner provided for by the Condominium Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. In case of such foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the unit owner and/or occupant.

17.6 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment.

Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser obtains title to a condominium parcel by purchase at the public sale resulting from said first mortgagee's

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foreclosure judgment in a foreclosure suit, or when the mortgagee of a first mortgage of records accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association to such condominium parcel, or chargeable to the former unit owner of such parcel, which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the condominium parcel in lieu of foreclosure. The new owner, by virtue of the acquiring of such title, shall forthwith become liable for payment of the common expenses and such other expenses as may be chargeable to the owner of a condominium unit hereunder.

17.7 Assignment of Claim and Lien Rights.

The Association, acting through its Board of Administration, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer, or to any unit owner or group of unit owners, or to any third party.

17.8 Unpaid Assessments - Certificate.

Any unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien shall have the same right as to any condominium parcel upon which it has a lien. Any person other than the owner who relies upon such certificate shall be protected thereby.

18. COMPLIANCE AND DEFAULT.

Each unit owner shall be governed by and shall comply with the terms of this Declaration of Condominium, By-Laws and Rules and Regulations adopted pursuant thereto, and said documents and rules and regulations as they may be amended from time to time. Failure of unit owners to comply therewith shall entitle

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the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act.

18.1 Costs and Attorneys' Fees.

In any proceeding arising because of an alleged failure of a unit owner to comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

18.2 No Waiver of Rights.

The failure of the Association or any unit owner to enforce a covenant, restriction or other provision of the Condominium Act, this Declaration, or any of the exhibits attached hereto, shall not constitute a waiver of the right to do so thereafter.

19. AMENDMENT OF DECLARATION.

Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

19.1 Notice.

Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

19.2 Resolution of Adoption.

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval, in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except where elsewhere provided, such approvals must be by:

19.2.1 No less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Board of Administration and by not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

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**19.3 Resolution of Adoption for Errors or Omissions Not
Materially Adversely Affecting Property Rights of the Unit Owners.**

A resolution adopting a proposed amendment may be proposed by either the Board of Administration or by members of the Association whenever it appears that there is an omission or error in this Declaration of Condominium, or any exhibit attached hereto or amendment hereto, as follows:

19.3.1 No less than fifty percent (50%) of the votes of the entire membership of the Board of Administration and by no less than fifty percent (50%) of the votes of the entire membership of the Association.

19.3.2 Any amendment adopted pursuant to the provisions of paragraph 19.3 shall not materially adversely affect the property rights of unit owners.

19.3.3 Until the Developer has sold and conveyed all of the units in the condominium, held for sale by Developer in the normal course of business, any amendment adopted pursuant to this paragraph 19.3 must be approved and consented to by the Developer.

19.4 Proviso.

No amendment shall discriminate against any unit owner or against any unit, or class or group of units, unless the unit owners so affected and their institutional mortgagees shall consent; and no amendment shall change any unit or the share in the common elements, and other of its appurtenances, or increase the owner's share of the common expenses, except as hereinabove provided, unless the owner of the unit concerned, and all such mortgagees as first above recited, shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance", nor the section entitled "Reconstruction or Repair After Casualty", unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.

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19.5 Execution and Recording.

A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and a copy of the amendment are recorded among the Public Records of St. Johns County, Florida.

19.6 Amendments.

The section concerning termination cannot be amended without the consent of eighty percent (80%) of the unit owners and all record owners of mortgages upon condominium parcels.

20. DEVELOPER'S UNITS AND PRIVILEGES.**20.1 Developer.**

The Developer, at the time of filing of this Declaration, is the owner of all of the real property, individual units and appurtenances comprising this condominium. Therefore, the Developer, until all of the units held by Developer for sale in the normal course of business, have been sold and closed, shall be irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent units to any person approved by the Developer. Said Developer shall have the right to transact upon the condominium property any business necessary to consummate the sale of units, including, but not limited to, the right to maintain models, have signs, staff employees, maintain offices, use the common elements, and show units. Any sales office, signs, fixtures or furnishings, or other tangible personal property belonging to the Developer shall not be considered common elements and shall remain the property of the Developer.

20.2 Payment of Common Expenses.

The Developer, until all of the units held by Developer for sale in the normal course of business, have been sold and closed, shall not be required to pay the share of the common expenses and assessments related to units owned by the Developer in the Condominium, provided, during said period, the Developer guarantees to other unit owners that the assessment for the common expenses of the

O.R. 771 PG 0902

Condominium imposed upon unit owners shall not increase over a stated dollar amount, and pays when due, any amount of common expenses incurred during said period and not paid for with monthly assessments received from other unit owners.

20.3 Amendment.

Notwithstanding anything contained herein to the contrary, the provisions of this section shall not be subject to any amendment until the Developer has sold all of the units in the U.S. I OFFICE CONDOMINIUM EAST, a Condominium held for sale by Developer in the normal course of business.

21. TERMINATION.

The condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

21.1 Destruction.

In the event that it is determined in the manner elsewhere provided, that the condominium building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated without agreement.

21.2 Agreement.

The condominium may be terminated by the approval, in writing, of all of the owners of the units therein and by all record owners of mortgages thereon.

21.3 Certificate.

The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by the President and Secretary, certifying as to the facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of St. Johns County, Florida.

21.4 Shares of Owners After Termination.

After termination of the condominium, unit owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners

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shall be the same as the undivided shares in the common elements appurtenant to the owners' units prior to termination.

21.5 Amendments.

This section concerning termination cannot be amended without the consent of all unit owners and all record owners of mortgages upon condominium parcels.

22. SEVERABILITY AND INVALIDITY.

The invalidability, in whole or in part, of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association, shall not affect the validity of the remaining portions which shall remain in full force and effect.

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

23. INTERPRETATION.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a condominium in accordance with Chapter 718, Florida Statutes, as amended.

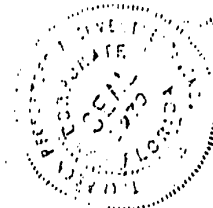
IN WITNESS WHEREOF, the Developer, THOMPSON PROPERTIES & INVESTMENTS, INC. has caused this Declaration of Condominium to be executed in its name, by its President, and its corporate seal hereunto affixed, this 22 day of January, 1988.

Witnesses:

J. A. Baileys
Regina W. Wozny

THOMPSON PROPERTIES & INVESTMENTS,
INC., a Florida corporation

By: Barry Thompson
Barry Thompson, Its President



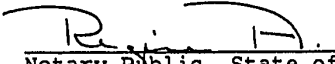
O.R. 771 PG 0904

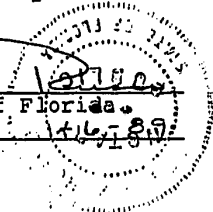
STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared BARRY THOMPSON, as President of THOMPSON PROPERTIES & INVESTMENTS, INC., a Florida corporation, known to me to be the person described in and who executed the foregoing Declaration of Condominium as such officer, and he acknowledged before me that he executed the same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of January, 1988.


Notary Public, State of Florida.
My Commission Expires: 1-6-89



COPY

O.R. 771 PG 0905

EXHIBIT "A"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

LEGAL DESCRIPTION

COPY

O.R. 771 PG 0906

EXHIBIT "A"

A portion of Section 31, Township 7 South, Range 30 East, St. Johns County, Florida lying East of U. S. Highway No. 1 and being described as follows: Commence at P.R.M. 47 as shown on Plat of St. Augustine South, Unit 11, Recorded in Map Book 8, Page 46, and run thence North 00 degrees 08 minutes East along East R/W line of U. S. No. 1, 494.49 feet to the Point of Beginning, thence still North 00 degrees 08 minutes East 150 feet, thence South 89 degrees 55 minutes East 291.91, thence South 00 degrees 05 minutes West 300 feet, thence North 89 degrees 55 minutes West 141.90 feet, thence North 00 degrees 08 minutes East 150.0 feet, thence North 89 degrees 55 minutes West, 150.00 feet to the Point of Beginning containing 1.01 acres of land more or less.

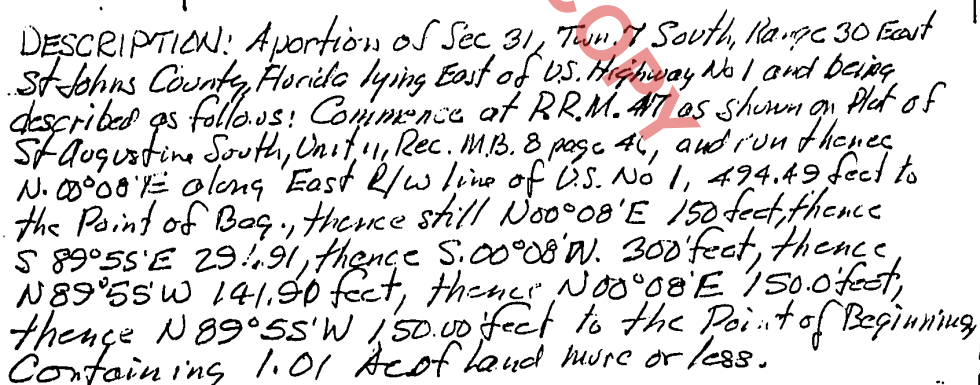
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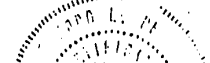
EXHIBIT "B"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

MAP OF SURVEY

COPY



Foundation added 9-17-87 ELK

DATE 6-9-87	I HEREBY CERTIFY THAT THE LANDS SHOWN HEREON WERE SURVEYED UNDER MY SUPERVISION PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTE.  ELWOOD L. HENN, PROFESSIONAL LAND SURVEYOR FLORIDA REG. NO. 3647 846 ANASTASIA BLVD. ST. AUGUSTINE, FLORIDA 32084	
SCALE 1" = 50'		
DRAWN BY E.L.H.		
DRAWING NO. 87164		

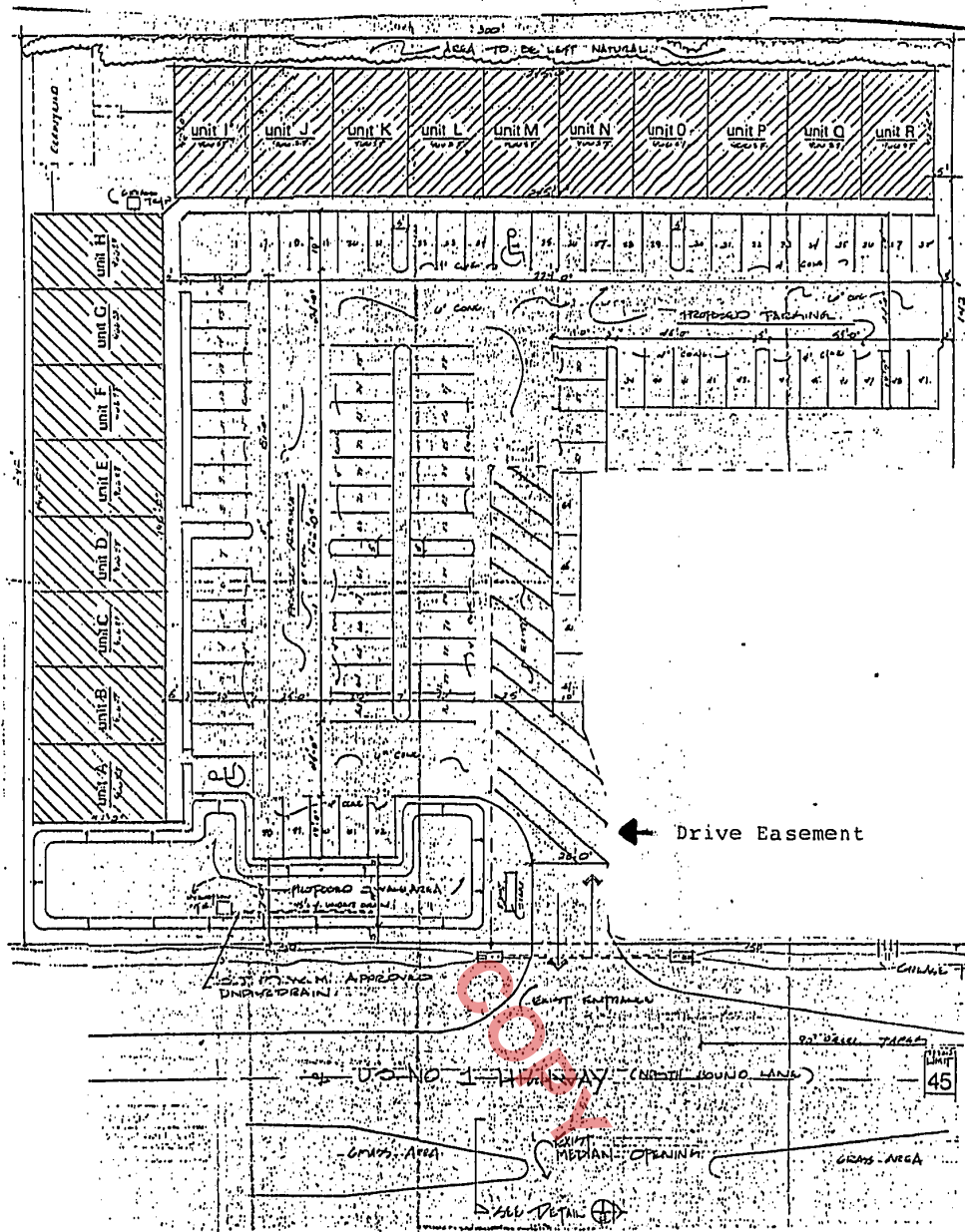
O.R. 771 PG 0909

EXHIBIT "C"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

SITE PLAN

COPY

O.R. 771 PG 0910

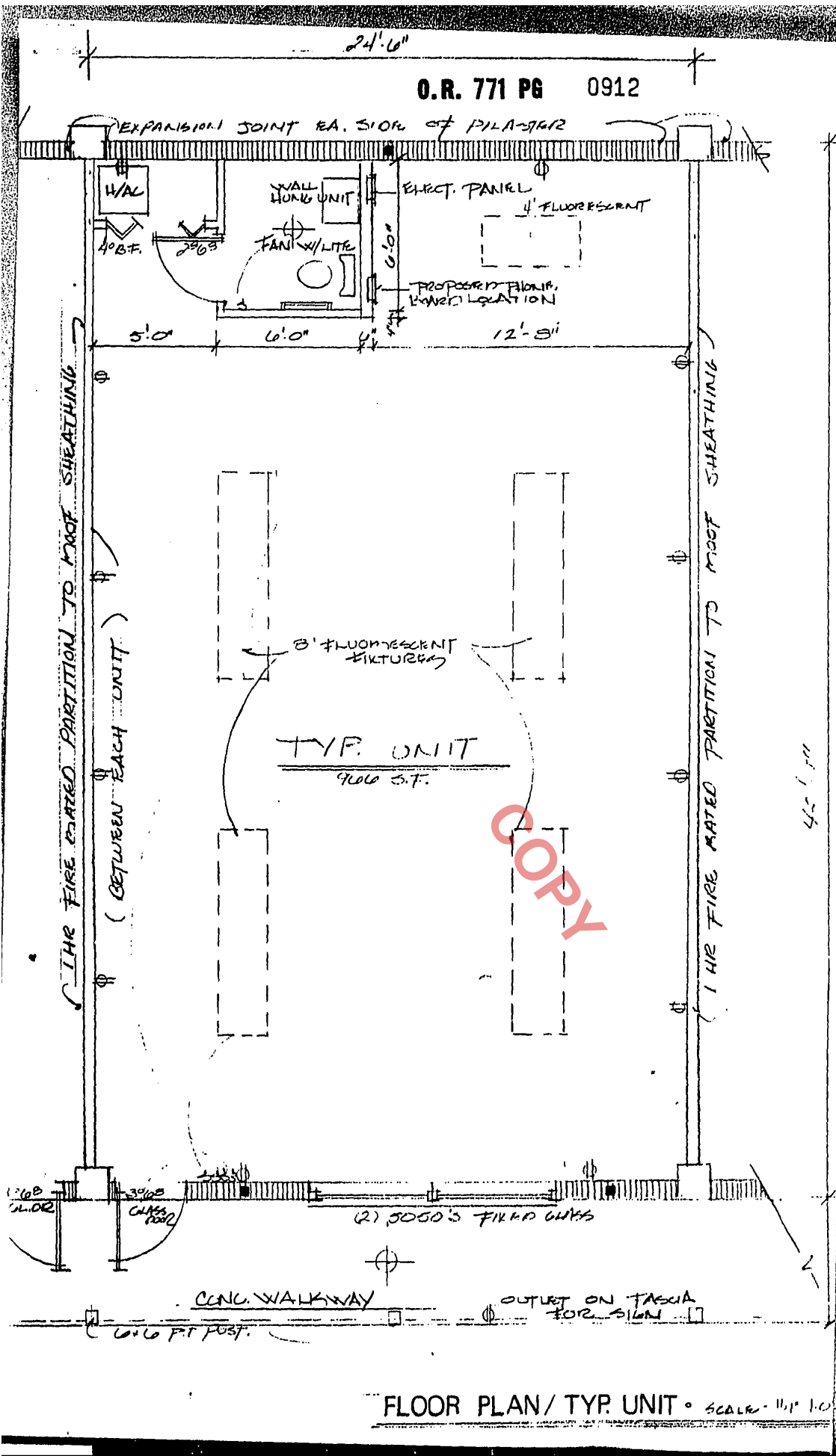


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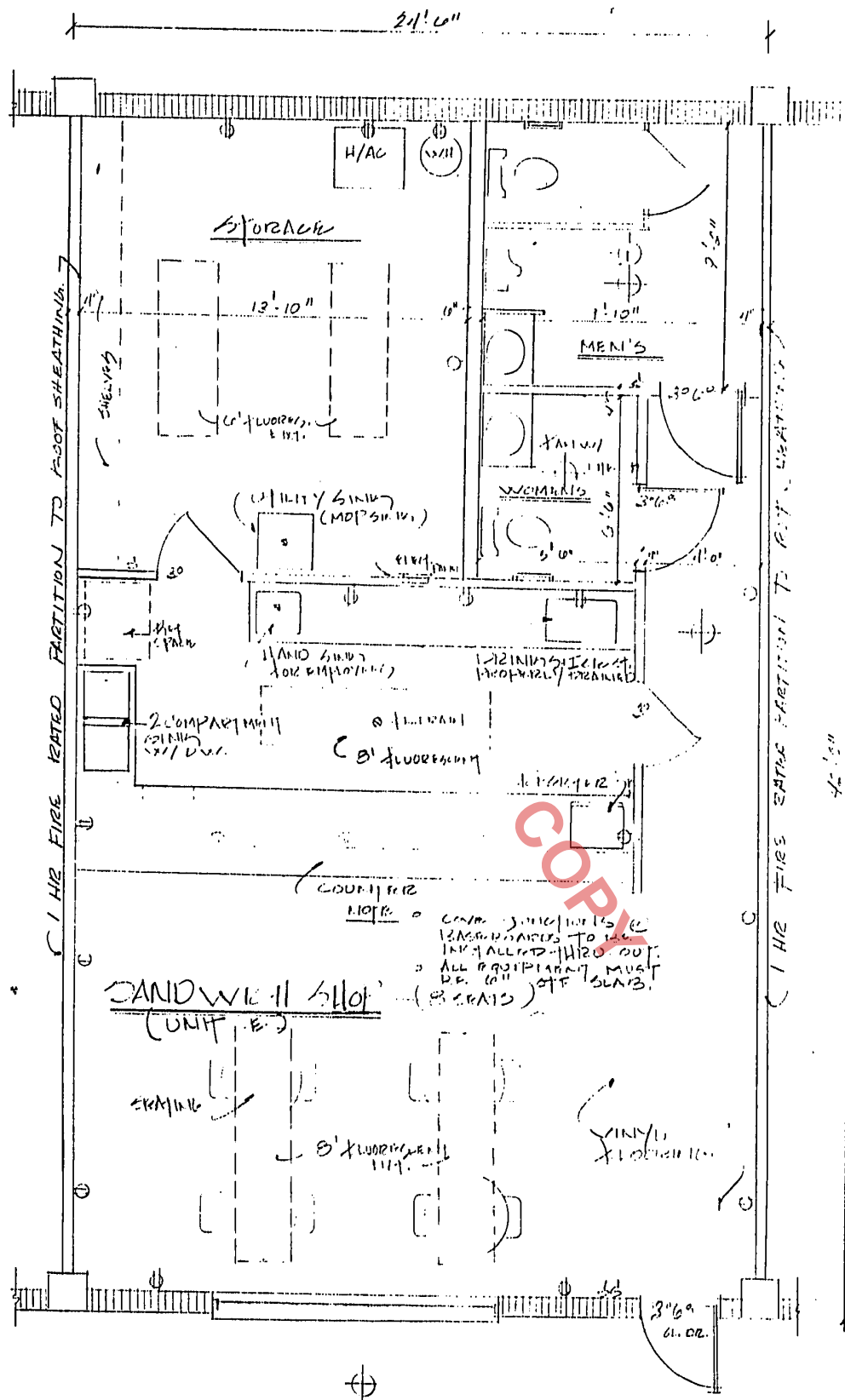
EXHIBIT "D"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

FLOOR PLANS

COPY



O.R. 771 PG 0913



TYP. T1.00m T1 A11

Unit E

Sever. High Day

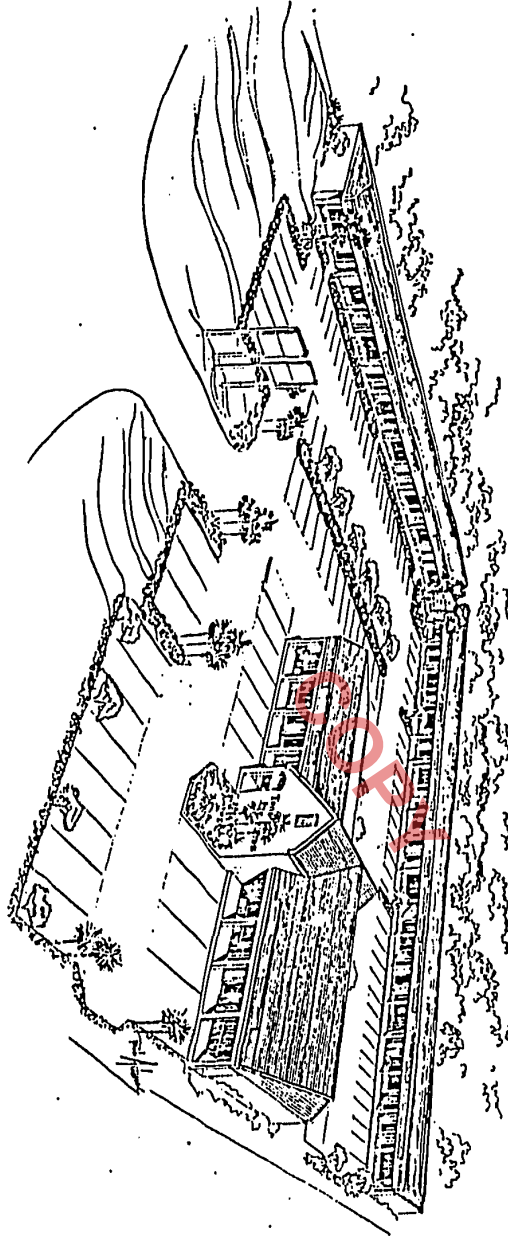
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EXHIBIT "E"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

ELEVATION

COPY

O.R. 771 PG 0915



O.R. 771 PG 0916

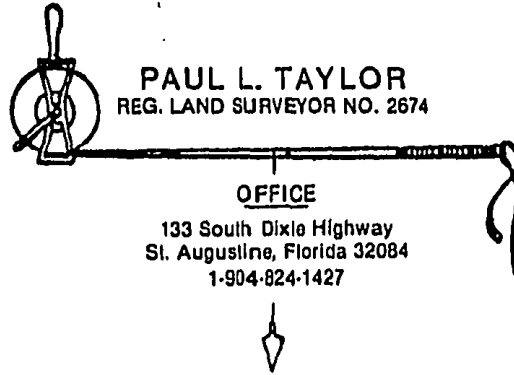
EXHIBIT "F"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

DESCRIPTION OF ACCESS EASEMENT

COPY

O.R. 771 PG

0917



September 10, 1986

DRIVE & DRAINAGE EASEMENT

A portion of Section 31, Township 7 South, Range 30 East, St. Johns County, Florida, lying East of U. S. Highway No. 1 and being more particularly described as follows:

For a Point of Commencement use Permanent Reference Monument 47 as indicated on the plat of St. Augustine South, Unit 11 as recorded in Mapbook 8, page 46, Public Records of St. Johns County, Florida; thence North $00^{\circ} 08' 00''$ East along the Easterly right-of-way of said U. S. Highway No. 1, 456.49 feet to the Point of Beginning; thence continue North $00^{\circ} 08' 00''$ East, 25.0 feet; thence South $89^{\circ} 55'$ East, 34 feet; thence North $00^{\circ} 08' 00''$ East, 13 feet; thence South $89^{\circ} 55'$ East, 31 feet; thence South $00^{\circ} 08' 00''$ West, 5 feet; thence North $62^{\circ} 00' 39''$ East, 17 feet; thence South $89^{\circ} 55'$ East, 85 feet; thence South $00^{\circ} 08'$ West, 25 feet; thence North $89^{\circ} 55'$ West, 87 feet; thence South $73^{\circ} 49' 23''$ West, 25 feet; thence North $89^{\circ} 55'$ West, 39 feet to the Point of Beginning.

Paul L. Taylor, P. L. S.
Registered Surveyor #2674FL

Job No: 86-0527

O.R. 771 PG 0918

EXHIBIT "G"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

ARTICLES OF INCORPORATION

COPY

O.R. 771 PG 0919

**ARTICLES OF INCORPORATION
OF
U. S. I OFFICE CONDOMINIUM EAST ASSOCIATION, INC.**

I, the undersigned natural person competent to contract, associate myself for the purpose of forming a corporation not-for-profit under Chapter 617 of the Florida Statutes, and certify as follows:

**ARTICLE I
NAME**

The name of the corporation is U.S. I OFFICE CONDOMINIUM EAST ASSOCIATION, INC.

**ARTICLE II
PURPOSE**

The purposes and objectives of the corporation are such as are authorized under Chapter 718 of the Florida Statutes and include providing for the operation, maintenance, preservation, administration, and management of U. S. I OFFICE CONDOMINIUM EAST, a Condominium, under the Florida Condominium Act, located in St. Johns County, Florida (hereinafter referred to as the "Condominium").

**ARTICLE III
POWERS**

The powers of the Association shall be, in addition to the general powers afforded a corporation not-for-profit under the statutory laws of the State of Florida, all the powers reasonably necessary to implement the purpose of this Association, including, but not limited to, the following:

1. To operate and manage a condominium building or buildings and the lands on which it is situated.
2. To carry out all the powers and duties vested in the Association pursuant to the Declaration of Condominium and By-Laws and any rules and regulations of the Association which shall include:
 - (a) to make and collect assessments against members to defray the costs, expenses and losses of the Condominium;
 - (b) to use the proceeds of assessments in the exercise of its powers and duties;
 - (c) to maintain, repair, replace and operate the Condominium property;
 - (d) to reconstruct improvements after casualty and to further improve the property;

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(e) to make and amend regulations respecting the use of the Condominium properties;

(f) to approve or disapprove proposed mortgagees of condominium units;

(g) to enforce by legal means the provisions of the Declaration of Condominium, these Articles, the By-Laws of the Association and the Rules and Regulations for the use of the Condominium property;

(h) to contract for the management and maintenance of the Condominium and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted it by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

(i) to purchase insurance upon the property and insurance for the protection of the Association and its members as unit owners.

(j) to operate and maintain the property's stormwater management system and stormwater discharge facility as exempted or permitted by State and Federal Agencies.

3. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon non-profit corporations of a similar character by the provisions of Chapter 617, Florida Statutes, entitled "Florida Corporations Not for Profit," now or hereafter in force and to do any and all things necessary to carry out its purposes.

4. The Association shall be authorized to exercise and enjoy all the powers, rights and privileges granted to or conferred upon corporations formed to operate condominium buildings under the provisions of Chapter 718, Florida Statutes, (1977), as amended, now or hereafter in force.

5. No compensation shall be paid to Directors for their services as Directors. Compensation, however, may be paid to a Director in his or her capacity as an officer or employee or for other services rendered to the Association outside of his or her duties as a Director. In this case, compensation must be approved and advanced by the Board of Directors and the vote for said compensation. The Directors shall have the right to set and pay all salaries or compensation to be paid to officers, employees, agents, or attorneys for services rendered to the corporation.

6. All funds and the title to all properties acquired by this Association and the proceeds thereof, shall be held in trust for the owners of the condominium units in accordance with the provisions of the Declaration of Condominium, these Articles and the By-Laws.

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7. All of the powers of this Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium, together with its supporting documents, which govern the use of the lands to be operated and administered by this Association.

ARTICLE IV MEMBERS

Each condominium unit shall have appurtenant thereto a membership in the corporation, which membership shall be held by the person or entity, or in common by the persons or entities owning such unit, except that no person or entity holding title to a unit as security for the performance of an obligation, shall acquire the membership appurtenant to such unit by virtue of such title ownership. In no event may any membership be severed from the unit to which it is appurtenant.

Each membership in the corporation shall entitle the holder or holders thereof to exercise that proportion of the total voting power of the corporation corresponding to the proportionate undivided interest in the common elements appurtenant to the unit to which such membership corresponds, as established in the Declaration.

ARTICLE V DURATION

The period of the duration of the corporation is perpetual.

ARTICLE VI SUBSCRIBERS

The name and residence of the subscriber to these Articles are:

Name

Residence

Barry Thompson

Post Office Box 1436
St. Augustine, Florida 32085

ARTICLE VII OFFICERS

The affairs of the corporation are to be managed by a President, Vice President and Secretary/Treasurer who will be accountable to the Board of Directors. Officers will be elected annually in the manner set forth in the By-Laws.

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The names of the officers who are to serve until the first election of officers are as follows:

Name	Office
Barry Thompson	President
Ansley Hall	Vice-President
Lydia Freytag	Secretary/Treasurer

ARTICLE VIII DIRECTORS

The number of persons constituting the first Board of Directors is not less than three (3). The names and addresses of the directors who are to serve until the first annual meeting of the members or until their successors are elected and qualified are:

Name	Address
Barry Thompson	Post Office Box 1436 St. Augustine, Florida 32085

The election of Directors, their terms of office, removal or the filling of vacancies on said Board shall be in accordance with the By-Laws of the Association.

ARTICLE IX BY-LAWS

By-Laws regulating operation of the corporation shall be adopted by the Board of Directors and may be amended by the first Board of Directors until the first annual meeting of members. Thereafter, the By-Laws shall be amended by the members in the manner set forth in the By-Laws.

ARTICLE X AMENDMENTS TO ARTICLES

Amendments to these Articles of Incorporation may be proposed by at least two-thirds (2/3) of the Directors or by members entitled to exercise at least one-third (1/3) of the then authorized membership voting power. Amendments may be adopted by affirmative vote of those members exercising not less than two-thirds (2/3) of the total voting power of the corporation. Additional requirements concerning proposal and adoption of amendments to these Articles shall be set forth in the By-Laws.

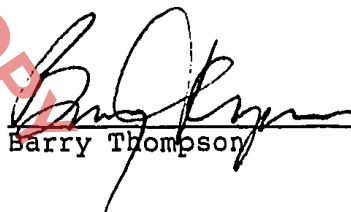
O.R. 771 PG 0923

**ARTICLE XI
INDEMNIFICATION**

Every director and officer of the Association and every member of the Association serving the Association at its request shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees and appellate attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding or any settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, or by reason of his or her serving or having served the Association at its request, whether or not he or she is a director or officer or is serving at the time the expenses or liabilities are incurred; provided that, in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of gross negligence or willful misconduct in the performance of his or her duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in lieu of any and all other rights to which that person may be entitled.

**ARTICLE XII
INITIAL REGISTERED OFFICE AND RESIDENT AGENT**

The street address of the Registered Office of the Association is 2744 U.S. 1 South, St. Augustine, Florida 32086, and the name of its initial Registered Agent at such address is Barry Thompson.


Barry Thompson

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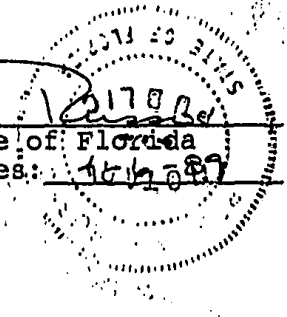
STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the State and County named above to take acknowledgements, personally appeared BARRY THOMPSON, to me known to be the person described as incorporator and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 22 day of January, 1988.


Notary Public, State of Florida
My Commission Expires: 16-1-89



COPY

O.R. 771 PG 0925

EXHIBIT "H"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

BY-LAWS

COPY

O.R. 771 PG 0926

**BY-LAWS OF
U.S. I OFFICE CONDOMINIUM EAST ASSOCIATION, INC.**

**ARTICLE ONE
PLAN OF APARTMENT OWNERSHIP**

Section One. Unit ownership. The condominium located at U. S. Highway 1 South, St. Augustine, Florida, known as U.S. I OFFICE CONDOMINIUM EAST, A CONDOMINIUM, is submitted to the provisions of Chapter 718 of the Florida Statutes, known as the Condominium Act, by Declaration recorded simultaneously herewith in the St. Johns County Public Records.

Section Two. Applicability to property. The provisions of these By-Laws are applicable to the Condominium, which term includes the land, the buildings, and all other improvements thereon, all easements, rights, and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith.

Section Three. Applicability to persons. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the Condominium in any manner, shall be subject to these By-Laws, the Declaration, relevant unit deeds, and rules and regulations pertaining to the use and operation of the condominium property.

Section Four. Office. The office of the Condominium shall be located at U.S. Highway 1 South, St. Augustine, Florida.

**ARTICLE TWO
FORM OF ADMINISTRATION**

Section One. The Association and Board of Directors. The affairs of the Condominium shall be administered and managed by an association of unit owners organized as a Florida corporation not-for-profit, have the name, U.S. I OFFICE CONDOMINIUM EAST ASSOCIATION, INC., and hereinafter be called the "Association". All power and authority of the Association shall be exercised through its Board of Directors, consisting of three (3) members.

Section Two. Composition of Board of Directors. Members of the Board of Directors shall be designated by SOUTH GATE PARTNERSHIP, a Florida General Partnership, hereinafter called "Developer", or elected by the unit owners as follows:

(a) Until fifteen percent (15%) of the units that will eventually be operated by the Association are owned by unit owners other than Developer, and thereafter until successors shall have been elected by unit owners, the Board of Directors shall consist of such

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officers and directors of Developer as Developer shall from time to time designate.

(b) Then, in an election by unit owners as provided by law and in these By-Laws, unit owners other than Developer shall elect one (1) member of the Board, and an equal number of the members previously designated by Developer shall resign.

(c) The unit owners' representation on the Board specified above shall continue until an election, as provided by laws and in these By-Laws, after the earliest of (1) the date three (3) years after sales by Developer of seventy-five percent (75%) of the units in the Condominium have closed; or (2) the date three (3) months after sales by Developer of ninety percent (90%) of the units in the Condominium have closed; or (3) the date when all the units have been completed, some of them have been sold, and no unsold units are being offered for sale by Developer in the ordinary course of business. At such election, and in all subsequent elections, the unit owners other than Developer shall elect the greater of (1) a majority of the members of the Board, or (2) that number of members corresponding to the aggregate voting power of unit owners other than Developer.

(d) Developer shall be entitled to elect at least one (1) member of the Board for so long as Developer holds any units in the Condominium for sale in the ordinary course of business.

Persons elected to the Board of Directors by unit owners other than Developer shall be owners, co-owners, spouses of owners, or mortgagees of units, or, in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

Section Three. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things as are not by law, by the Declaration, or by these By-Laws directed to be exercised and done by the unit owners. The powers and duties to be exercised by the Board of Directors shall include, but shall not be limited to, the following:

(a) Maintenance, repair, replacement, cleaning, and sanitation of the common elements;

(b) Determination, assessment, and collection of funds for common expenses, and payment of such expenses;

(c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the Condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;

(d) Procurement and maintenance of insurance as hereinafter provided;

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(e) Maintenance of accounting records, in accordance with law and generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;

(f) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for non-payment of assessments or to recover money judgments for unpaid assessments;

(g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;

(h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements, and the restricted common elements;

(i) Establishment of bank accounts in the name of the Condominium, and authorization of signatories therefor;

(j) Purchasing, leasing or otherwise acquiring in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender by their owners to the Board;

(k) Purchasing units at foreclosure or other judicial sale in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(l) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and sub-leasing units leased by, the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(m) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing units on behalf of all unit owners;

(n) Contracting for repairs of, and additions and improvements to, the property, and for repairs to, and restoration of, the property in accordance with the provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section Four. Election and terms of office. At the first meeting of unit owners after the date on which unit owners other than Developer become entitled to elect at least a majority of the members of the Board of Directors, the terms of office of Board members shall be fixed as follows: the term of office of one (1) member shall be set at three (3) years; the term of office of one (1) member shall be set at two (2) years; and the term of office of one (1) member shall be set at one (1) year. At the expiration of the initial term of office of each Board member, his successor shall be elected to serve for a term of three (3) years. Board members shall hold office until their

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successors have been elected and hold their first meeting.

Section Five. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member by vote of the unit owners shall be filled by vote of the majority of the remaining Board members, even though they may constitute less than a quorum; each person so elected shall hold office until a successor is elected at the next annual meeting of unit owners.

Section Six. Removal of Board members. At any regular or special meeting, duly called, any one or more members of the governing Board may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any Board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

Section Seven. Organizational meeting. The first meeting of each Board of Directors, at least a majority of the members of which have been elected by unit owners other than Developer, shall be held within thirty (30) days after the election of such Board, at such place as may be fixed by the Board. No notice shall be necessary to the newly elected Board of Directors to legally constitute such meeting, providing that a majority of the Board shall be present.

Section Eight. Regular meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be determined by the Board; provided, however, that at least one (1) such meeting shall be held during each calendar year. Notice of regular meetings of the Board of Directors shall be given to each Board member personally, or by mail or telephone, at least thirty (30) days prior to the date set for such meeting.

Section Nine. Special meetings. Special meetings of the Board of Directors may be called by the President, and shall be called by the President or Secretary on the written request of at least two (2) Board members, on ten (10) days' notice to each Board member, given personally, or by mail, telephone or telegraph. Any such notice shall state the time, place and purpose of the meeting.

Section Ten. Meetings open to unit owners. All meetings of the Board of Directors shall be open to all unit owners. Notice of each meeting will be given to each unit owner personally, or by mail or telephone, at least 48 hours before the meeting, except in the case of emergency meetings.

Section Eleven. Waiver of Notice. Any Board member may at any time waive notice of any meeting of the Board, in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance of any Board meeting by a member shall constitute a waiver by him or her of notice of the time and place thereof. If all Board members are present at any meeting of the Board, no notice shall be required, and any business may be transacted at any such meeting.

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Section Twelve. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Board shall constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall constitute the acts of the Board. If at any meeting of the Board of Directors there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section Thirteen. Minutes. Minutes shall be taken at all meetings of the Board of Directors. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and Board members at all reasonable times.

ARTICLE THREE OFFICERS

Section One. Designation. The principal officers of the Association shall be a President, Vice President and Secretary/ Treasurer, all of whom shall be elected by and from the Board of Directors.

Section Two. Election of officers. The Officers of the Association shall be elected annually by the Board of Directors at its organizational meeting, and shall hold office at the pleasure of the Board.

Section Three. Removal of officers. On the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

Section Four. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Board of Directors and of unit owners. He shall have all general powers and duties that are incident to the office of president of a Florida corporation not for profit, including, without limitation, the power to appoint committees from among the owners from time to time as he may deem appropriate to assist in the conduct of the affairs of the Association.

Section Five. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as may from time to time be imposed upon him by the Board of Directors.

O.R. 771 PG 0931

Section Six. Secretary/Treasurer. The Secretary/ Treasurer shall keep the minutes of all meetings of the Board of Directors and of unit owners; he shall have charge of such books and papers as the Board of Directors may determine; and shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors or managing agent, in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all duties incident to the office of Secretary/Treasurer of a Florida corporation not for profit.

ARTICLE FOUR UNIT OWNERS

Section One. Annual meetings. Within thirty (30) days after the date on which unit owners other than Developer own fifteen percent (15%) of the units that will eventually be operated by the Association, the Board of Directors shall call and give notice of the first annual meeting of unit owners, which meeting shall be held not less than thirty (30) days after the date of the notice. At such meeting at least one-third (1/3) of the officers and directors of Developer holding office as members of the Board of Directors shall resign, as provided elsewhere in these By-Laws, and unit owners other than Developer shall elect one (1) or more members to the Board. Thereafter, annual meetings of the unit owners shall be held on the first Monday of October of each succeeding year. At each such subsequent meeting the unit owners shall elect a number of members to the Board of Directors sufficient to fill all vacancies and to replace or re-elect members whose terms have expired. Unit owners may also transact such other business of the Association as may properly come before the meeting.

Section Two. Special meetings. The President may, and shall, if directed by resolution of the Board of Directors or by petition signed and presented to the Secretary/Treasurer by unit owners owning a total of at least two-thirds (2/3) of the common interest, call a special meeting of unit owners. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent, either in person or by proxy, of unit owners owning at least two-thirds (2/3) of the common interest.

Section Three. Place of meetings. Meetings of unit owners shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section Four. Notice of meetings. It shall be the duty of the Secretary/Treasurer to mail a notice of each annual or special meeting, stating the purpose, and the time and place thereof, to each unit owner at least fourteen (14) days prior to such meeting. The mailing of a

O.R. 771 PG 0932

notice in the manner provided in this section shall be considered notice served.

Section Five. Quorum. At all meetings of unit owners, a majority of unit owners shall constitute a quorum for transaction of business. If a quorum is present at a meeting, the acts of a majority, in both common interest and in number of units held of those unit owners present, shall bind all unit owners for all purposes other than those for which a higher percentage is required by law, by the Declaration, or by these By-Laws. If, at any meeting of unit owners, less than a quorum is present, a majority of those present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. At any such subsequent meeting at which a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice. As used in these By-Laws, the term "majority of unit owners" means those owners holding fifty-one percent (51%) in the aggregate in both common interest and in number of units.

Section Six. Order of business. The order of business at all meetings of unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election (when appropriate).
- (h) Election of members of Board of Directors (when required).
- (i) Unfinished business.
- (j) New business.

Section Seven. Voting. The owner or owners of each unit, or some person appointed by such owner or owners to act a proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be made in writing filed with the Secretary/ Treasurer, and shall be revocable at any time by notice in writing to the Secretary/Treasurer. No one person may hold more than two (2) proxies. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the Declaration.

O.R. 771 PG 0933

Section Eight. Minutes. Minutes shall be taken at all meetings of unit owners. Copies of the minutes shall be available for inspection at the office of the Association by unit owners and members of the Board of Directors at all reasonable times.

**ARTICLE FIVE
OPERATION OF PROPERTY**

Section One. Determination of the common charges. Each year the Board of Directors shall prepare a proposed budget of common expenses for the Association. This budget shall include projections of common expenses, common revenues (from sources, if any, other than assessments of unit owners), the amount of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners proportionate to each unit owner's interest in the common elements as provided in the Declaration.

As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration, maintenance, repair and replacement of the common elements.
- (b) Insurance premiums on all policies of insurance obtained by the Board of Directors, managing agent or manager, as the case may be, pursuant to Section Eleven of this Article.
- (c) Working capital reserve.
- (d) General operating reserve.
- (e) Repair and replacement reserve.
- (f) Reserve for deficits accrued in prior years.
- (g) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.
- (h) Utility rates for water and gas, and related sewer rents.
- (i) Utility rates for electricity serving the common elements, other than leased portions thereof, which shall be separately metered.
- (j) All other amounts that the owners may agree upon or that the Board of Directors may deem necessary or appropriate for the operation, administration, and maintenance of the Condominium.

O.R. 771 PG 0934

(k) All other amounts designated common expenses by the Declaration, by these By-Laws or by law.

A copy of the proposed budget will be mailed to each unit owner and unit mortgagee not less than thirty (30) days prior to the meeting at which the budget will be considered by the Board, together with a notice of that meeting. A final budget of common expenses will be adopted by the Board at such meeting.

Section Two. Collection of assessments. The Board of Directors shall, by suitable written notice, assess common charges against unit owners monthly, on the first day of each month, each such assessment covering the next succeeding month. If any such installment remains unpaid for more than ten (10) days from the date due, the Board of Directors will take prompt action to collect it.

Section Three. Common surplus. If, in any taxable year, the net receipts of the Association from assessments and all other sources except casualty insurance proceeds and other non-recurring items, exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses and other liabilities in the next succeeding taxable year as may be determined by the Board of Directors, such excess shall be retained and applied to lessen the assessments for the next succeeding year, the amount of such reduction for each unit owner being in proportion to his undivided interest in the common elements.

Section Four. Liability for assessments. All unit owners are obligated to pay the common charges assessed by the Board of Directors at the times set forth in these By-Laws. No unit owner may exempt himself from liability for any assessment for common charges by waiver of use or enjoyment of any of the common elements or by abandonment of his unit.

Section Five. Default in payment of common charges. In the event a unit owner shall fail, for ten (10) days following the due date thereof, to pay to the Board of Directors the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the highest rate allowed by law on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

Section Six. Foreclosure of liens for unpaid common charges. The Board of Directors may bring an action to foreclose any lien for unpaid common charges in the manner that a mortgage of real property is foreclosed. It also may bring an action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Board shall give notice to the unit owner of its intention to foreclose its lien at least thirty (30) days before the foreclosure action is filed. The notice shall be given by personal delivery or by certified mail, return receipt requested, addressed to the unit owner.

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Section Seven. Maintenance and repair.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted, would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the Board of Directors and shall be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to, such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the Association for any expenditures incurred in repairing or replacing any common element damaged through his fault.

Section Eight. Uses of units; rules and regulations. The use of units and the common elements shall be subject to reasonable restrictions set forth in rules and regulations to be promulgated and amended from time to time by the Board of Directors with the approval of a majority of unit owners. Copies of all such rules and regulations shall be furnished to each unit owner prior to their effective date.

Section Nine. Modifications by unit owners. No unit owner shall make any structural addition or alteration to his unit without the prior written consent of the Board of Directors. On request by any unit owner for approval of a proposed addition or alteration, the Board shall answer the same within thirty (30) days after receipt thereof, and failure to do so within the stipulated time shall constitute a consent.

Section Ten. Right of access. The Association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the Board of Directors, a right of access to each unit from time to time during reasonable hours, to maintain, repair or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other unit or units, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for a time convenient to the owner, except that in the case of emergency, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

Section Eleven. Insurance. The Association shall use its best efforts to obtain and maintain adequate liability insurance, fire and extended coverage insurance and, if applicable, flood insurance to protect the Association and the common elements.

O.R. 771 PG 0936

**ARTICLE SIX
RECORDS**

Section One. Records; certification. The Board of Directors shall keep detailed records of all actions of such Board, including financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amounts paid thereon, and the balance remaining due. The Board of Directors shall also prepare a quarterly written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and mortgagees requesting the same promptly after the end of each fiscal year.

**ARTICLE SEVEN
MISCELLANEOUS**

Section One. Notices. All notices required or permitted to be sent to the Board of Directors shall be sent by registered or certified mail to the office of the Board, or to such other address as the Board may, from time to time, designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the Condominium or such other address as such owner may have designated, in writing, to the Board of Directors. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses as maintained by the Secretary in the book entitled "Mortgagees of Units". All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section Two. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

Section Three. Invalidity. If any provision or provisions of these By-Laws is, or are, declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

Section Four. Captions. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision hereof.

O.R. 771 PG 0937

Section Five. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, Articles of Incorporation, or these By-Laws.

Section Six. Priorities in case of conflict. In the event of conflict between or among the provisions of any of the following, the order of priorities shall be from highest priority to lowest:

- (1) The Declaration of Condominium.
- (2) The Articles of Incorporation.
- (3) The By-Laws.
- (4) The Rules and Regulations.

ARTICLE EIGHT AMENDMENTS

Section One. Amendments. These By-Laws may be amended or supplemented by the vote of unit owners entitled to exercise sixty-six and two-thirds percent (66.66%) or more of the total voting power of the Association at a meeting of unit owners duly called and held for such purpose. Provided, no amendment shall be made that is in conflict with the Declaration, nor shall any amendment alter, abridge or amend the rights of the Developer or mortgagees of units, without their consent. Any such amendment or supplement shall be filed for recorded in the office in which the Declaration and a copy of these By-Laws are recorded.

O.R. 771 PG 0938

EXHIBIT "I"
TO THE DECLARATION OF CONDOMINIUM OF
U. S. I OFFICE CONDOMINIUM EAST,
A Condominium

SURVEYOR'S CERTIFICATE

COPY

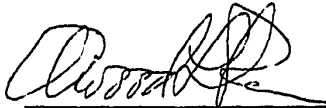
O.R. 771 PG 0939

SURVEYOR'S CERTIFICATE

U. S. I OFFICE CONDOMINIUM, EAST

a Condominium

I, ELWOOD L. RENN, P.L.S., (Florida Reg. No. 3647), a surveyor authorized to practice in the State of Florida, hereby certify that as to the construction of the improvements, described on Exhibit "A" attached hereto of the Declaration of Condominium of U.S. I Office Condominium East, a Condominium is substantially complete so that the 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, limited common elements, and of each unit can be determined from these materials.

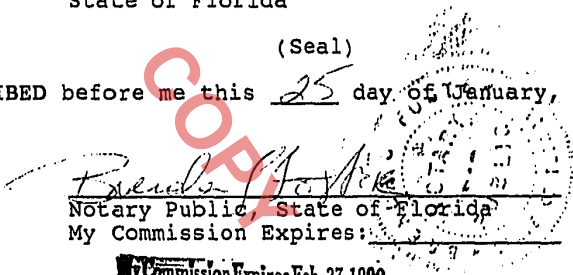


Elwood L. Renn
Florida Reg. No. 3647

State of Florida

(Seal)

SWORN TO and SUBSCRIBED before me this 25 day of January, 1988.



Notary Public, State of Florida
My Commission Expires:

My Commission Expires Feb. 27, 1990

O.R. 771 PG 0940

JOINDER AND CONSENT

PROSPERITY BANK OF ST. AUGUSTINE, a State banking association, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Condominium of U.S. I OFFICE CONDOMINIUM EAST, a Condominium, which mortgage is dated July 21, 1987, and recorded in Official Records Book 752, Page 27 of the Public Records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Condominium of U.S. I OFFICE CONDOMINIUM EAST, a Condominium, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Condominium of U.S. I OFFICE CONDOMINIUM EAST, a Condominium.

DATED this 22 day of January, 1988.

Signed, sealed and delivered
in the presence of:

Barry A. Shoals
Regina Worz

PROSPERITY BANK OF ST. AUGUSTINE,
a State banking association

By: John A. Lester
John A. Lester
Its President

(Seal)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN A. LESTER, as President of PROSPERITY BANK OF ST. AUGUSTINE, a State banking association, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22 day of January, 1988.

Regina A. [Signature]
Notary Public, State of Florida
My Commission Expires: 1/10/89

FILED IN

1988 JAN 26 AM 8:52

Barry A. Shoals
CLERK OF THE COURT