

**CORRECTED
DECLARATION
OF
COWPET BAY WEST
CONDOMINIUM ASSOCIATION**

CORRECTING
1974 MERGER OF
COWPET BAY VILLAGE – STAGE ONE CONDOMINIUM
AND
COWPET BAY VILLAGE – STAGE TWO CONDOMINIUM
AND
AMENDING DESCRIPTION OF UNIT L49 FOR STAGE TWO, EXHIBIT A, UNIT
DESCRIPTION

Corrected Declaration of Cowpet Bay West Condominium Association

COWPET BAY VILLAGE – STAGE ONE CONDOMINIUM (Parcel 8-1-2 Estate Nazareth, Red Hook Quarter, St. Thomas, U.S. Virgin Islands) and COWPET BAY VILLAGE – STAGE TWO CONDOMINIUM (Parcels 8-1-4,8-1-5 and 8-1-6 Estate Nazareth, Red Hook Quarter, St. Thomas, U.S. Virgin Islands), hereinafter referred to collectively as the “OWNERS” do hereby declare:

WHEREAS CLAUSES

WHEREAS, William H. Evans (“Evans”) formed two corporations, the Tracey Leigh Development Corporation (“TLDC”) and the Tara Walker Corporation (“TWC”), and Evans was President of both corporations; and

WHEREAS, on October 31, 1968, TLDC submitted a DECLARATION OF COWPET BAY VILLAGE – STAGE ONE CONDOMINIUM, providing for “A Plan for Condominium Ownership of Parcel 8-1-2 Estate Nazareth, Red Hook Quarter, St. Thomas, U.S. Virgin Islands”, hereinafter referred to as “STAGE ONE,” said Declaration having been recorded on October 31, 1968 in the office of the Recorder of Deeds, St. Thomas, Virgin Islands, at Book 9Z, Page 125, No. 1, a copy of which is attached hereto for reference; and

WHEREAS, STAGE ONE included Leeward units 1 through 20 and Windward units 1 through 22; and

WHEREAS, STAGE ONE included 8 three bedroom units and 34 two bedroom units; and

WHEREAS, STAGE ONE’s two bedroom units were listed as measuring 1,110 square feet, and STAGE ONE’s three bedroom units were listed as measuring 1,420 or 1,470 square feet, depending upon whether or not the unit had a rear porch; and

WHEREAS, STAGE ONE’s valuation for each two bedroom unit was \$49,500, and STAGE ONE’s valuation for each three bedroom unit was \$55,000; and

WHEREAS, on September 19, 1969, TWC submitted a DECLARATION OF COWPET BAY VILLAGE – STAGE TWO CONDOMINIUM, providing for “A Plan for Condominium Ownership of Parcels 8-1-4,8-1-5 and 8-1-6 Estate Nazareth, Red Hook Quarter, St. Thomas, U.S. Virgin Islands”, hereinafter referred to as “STAGE TWO”, said Declaration dated September 19, 1969 and having been recorded on September 22, 1969 at the Office of the Recorder of Deeds, St. Thomas, Virgin Islands, at Book 11B, Page 330, No. 367, a copy of which is attached hereto for reference; and

WHEREAS, STAGE TWO included Leeward units 21 through 50 and Windward units 23 through 52; and

WHEREAS, STAGE TWO’s description included 16 three bedroom units and 34 two bedroom units with the same measurements as the three bedroom units and two bedroom units in STAGE ONE; and

WHEREAS, STAGE TWO’s description also included 4 two bedroom units with lofts, 3 three bedroom units with lofts, and 3 four bedroom units; and

Corrected Declaration of Cowpet Bay West Condominium Association

WHEREAS, after generating STAGE TWO's descriptions and valuations in the declaration, Leeward Unit 49 ("Unit 49"), which Evans intended to be one of 3 four bedroom units, actually became a three bedroom unit with the extra space that would have been a fourth bedroom used as part of a common area cistern; and

WHEREAS, the current owners of Unit 49 have consented to have Unit 49 categorized as a three bedroom unit instead of a four bedroom unit as part of this merger, resulting in the percentage undivided interest in the common areas for Unit 49 being reduced to match the percentage applicable for three bedroom units and thereby slightly increasing the percentage applicable for all other units in STAGE TWO as well as STAGE ONE following the instant merger; and

WHEREAS, the modification of Leeward Unit 49 resulted in STAGE TWO having 17 three bedroom units, 34 two bedroom units, 4 two bedroom units with lofts, 3 three bedroom units with lofts, and 2 four bedroom units; and

WHEREAS, STAGE TWO's valuation for each two bedroom unit, which were the same size as STAGE ONE's two bedroom units, was increased to \$59,500, and STAGE TWO's valuation for each three bedroom unit, which were the same size as STAGE ONE's three bedroom units, was increased to \$69,500; and

WHEREAS, STAGE TWO's valuation for each two bedroom unit with loft was \$78,000, and STAGE TWO's valuation for each three bedroom unit with loft was \$90,000, and STAGE TWO's valuation for each four bedroom unit was \$85,000; and

WHEREAS, Evans drafted both the STAGE ONE and STAGE TWO declarations and bylaws, and set two thirds of owners as the number required to amend the bylaws of each, Evans also required any amendments of the bylaws be effectuated be reflected in an amendment of the declaration, which required three quarters of owners as the number required to amend, thereby artificially increasing the number required to actually amend the bylaws; and

WHEREAS, a document titled "DECLARATION OF COWPET BAY WEST (formerly Cowpet Bay Village, Stages I and II) - DECLARATION ESTABLISHING A PLAN OF WORKING AGREEMENT BETWEEN STAGES ONE AND TWO COWPET BAY VILLAGE CONDOMINIUM", was recorded in the Office of the Recorder of Deed for the District of St. Thomas and St. John, Virgin Islands at Book Number 16-B, Page 77, Sub No. 367 on October 22, 1974, (hereinafter referred to as "MERGER DOCUMENT"); and

WHEREAS, it is stated in the MERGER DOCUMENT that two-thirds of the owners of property or units located in STAGE TWO approved at a meeting called for that purpose on March 16, 1972 and two-thirds of the owners of property or units located in STAGE ONE approved at a meeting called for that purpose on March 15, 1973 a merger combining STAGE ONE and STAGE TWO into one condominium complex known as "COWPET BAY WEST"; and

WHEREAS, the MERGER DOCUMENT states at the final whereas clause that:

the merger is intended only to accomplish the following five (5) objectives:

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1. Create one owners' association in substitution of the two existing associations;
2. Change of name;
3. Continue weighted voting in the Association's matters;
4. Adopt new By-laws for the new Associations, supplanting the existing two sets of By-laws;
5. Change resident agent for service of process.

All other rights and responsibilities of the unit owners, their heirs, distributees, successors and assigns, whether real or personal, tangible or intangible, legal or equitable, to remain and to be in full force and effect as heretofore and as set forth in the existing and recorded Declarations;

WHEREAS, the MERGER DOCUMENT states at Paragraph 3 that:

That in all matters requiring voting by the unit owners, each unit of the total one hundred two (102) units shall be entitled to vote in as closely as possible to the same ratio as existed in the former Stage One and Stage Two. That is, the two-bedroom apartments that make up in excess of two-thirds (2/3) of all apartments shall have identical votes whether in former Stage One or Two.

The three-bedroom apartments in both stages shall carry the same greater voting rights such as existed in former Stage Two. The two-bedroom plus loft, four-bedroom, and three-bedroom plus loft apartments shall vote in the same ratio as they did (to the two-bedroom apartments) in Stage Two.

WHEREAS, 80.95% of the STAGE ONE units were comprised of the 34 two-bedroom units in STAGE ONE and 56.66% of the STAGE TWO units were comprised of the 34 two-bedroom units in STAGE TWO and exactly two thirds (66.666%) of the combined STAGE ONE and STAGE TWO units were comprised of the 68 two-bedroom units; and

WHEREAS, the valuations for the STAGE ONE two-bedroom units and three-bedroom units were increased, based upon the MERGER DOCUMENT to match the valuations for the two-bedroom units and three-bedroom units in STAGE TWO; and

WHEREAS, pursuant to the MERGER DOCUMENT, the valuation of each of the sixty-eight two-bedroom units was valued at \$59,500 as in STAGE TWO's Declaration; and

WHEREAS, pursuant to the MERGER DOCUMENT, each of the twenty-five three-bedroom units was valued at \$69,500 as in STAGE TWO's Declaration; and

WHEREAS, pursuant to the MERGER DOCUMENT, each of the four two-bedroom plus loft units was valued at \$78,000 as in STAGE TWO's Declaration; and

WHEREAS, pursuant to the MERGER DOCUMENT, each of the three three-bedroom plus loft units was valued at \$90,000 as in STAGE TWO's Declaration; and

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WHEREAS, pursuant to the MERGER DOCUMENT, each of the two four-bedroom units was valued at \$85,000 as in STAGE TWO's Declaration; and

WHEREAS, pursuant to the MERGER DOCUMENT, the total valuation of all the units was listed as \$6,551,000, in which STAGE TWO's valuation included three 4 bedroom units, but, in reality, one of those units had become a 3 bedroom with what would have been an extra bedroom becoming a common area cistern, such that the total valuation should have been \$6,535,500 based on one less 4 bedroom unit and one more 3 bedroom unit resulting in a total valuation of all the units of \$6,535,500; and

WHEREAS, pursuant to the MERGER DOCUMENT, the calculation of the percentage undivided interest in the common areas for each of the five types of units (two bedroom, two bedroom plus loft, three bedroom, three bedroom plus loft, and four bedroom) were as follows:

2 BEDROOM:	0.91041236324688% (\$59,500 / \$6,535,500)
2 BEDROOM + LOFT:	1.19348175350011% (\$78,000 / \$6,535,500)
3 BEDROOM:	1.06342284446485% (\$69,500 / \$6,535,500)
3 BEDROOM + LOFT:	1.37709433096167% (\$90,000 / \$6,535,500)
4 BEDROOM:	1.30058909035269% (\$85,000 / \$6,535,500)

WHEREAS, since the recording of the MERGER DOCUMENT in 1974, all unit owners in STAGE ONE and STAGE TWO have proceeded to elect a single board for the intended merged condominium, which has handled all the tasks of a condominium board, from issuing and collecting condominium assessments to handling securing insurance, making insurance claims, and litigation on behalf of the common interest of the owners; and

WHEREAS, since the recording of the MERGER DOCUMENT in 1974, all unit owners in STAGE ONE and STAGE TWO have paid assessments generated by the board based upon the standard described in the MERGER DOCUMENT; and

WHEREAS, Title 28, Chapter 33, Section 905(b) of the V.I. Code states that "[t]he percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in the declaration shall have a permanent character and shall not be altered without the consent of all of the apartment owners expressed in an amended declaration duly recorded."; and

WHEREAS, though the MERGER DOCUMENT was recorded, it failed to include "the consent of all of the apartment owners" but stated only that over two thirds of the owners had voted for the merger; and

WHEREAS, the MERGER DOCUMENT also failed to specifically list the undivided percentage ownership of the common areas for each unit as required; and

WHEREAS, the OWNERS wish to resolve these discrepancies and ratify the merger of STAGE ONE and STAGE TWO, the OWNERS, at a series of joint meetings for STAGE ONE and STAGE TWO, voted unanimously, as reflected in the reports attached hereto, to elect a temporary STAGE ONE Board of Directors, comprised of George Hefferon, Sherri Levin, Marilyn Blackhall, James Jamison, and David McDonough, and a temporary STAGE TWO Board of

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Directors, comprised of Kevin M. Gregory, Judith Kromenhoek, William Brewer, Richard Hunter, and Michael Harrell, and to authorize **Kevin M. Gregory** of 6501 Red Hook Plaza, Ste 201, St Thomas, VI 00802, of Windward Unit 31 in STAGE TWO to sign the instant Corrected Declaration of Cowpet Bay West Condominium Association on behalf of STAGE TWO and its Board of Directors and to authorize **George Hefferon** of 20 Bushee Lane, South Salem, NY 10590 of Windward Unit 21 in STAGE ONE to sign the instant Corrected Declaration of Cowpet Bay West Condominium Association on behalf of STAGE ONE and its Board of Directors reflecting the unanimous consent of the OWNERS and the Board of Directors of STAGE ONE and STAGE TWO to effectuate a ratification of the 1974 merger of STAGE ONE and STAGE TWO into a single condominium association named COWPET BAY WEST CONDOMINIUM ASSOCIATION.

DECLARATION CLAUSES

NOW THEREFORE, the OWNERS hereby ratify and correct the MERGER DOCUMENT and declare, pursuant to Title 28, Chapter 33, of the U.S. Virgin Islands code, known as the "Condominium Act of the Virgin Islands", as follows:

- 1) The OWNERS hereby CONSENT to and ratify the 1974 merger of STAGE ONE and STAGE TWO into a single condominium known as COWPET BAY WEST CONDOMINIUM ASSOCIATION as addressed in the MERGER DOCUMENT; and
- 2) The OWNERS hereby adopt the SUBMISSION OF PROPERTY set forth in STAGE ONE and STAGE TWO as the property comprising COWPET BAY WEST CONDOMINIUM ASSOCIATION, except that the descriptions of easements encumbering STAGE ONE for the benefit of STAGE TWO and easements encumbering STAGE TWO for the benefit of STAGE ONE are now owned by COWPET BAY WET CONDOMINIUM ASSOCIATION and therefore part of the merged general common area, though subject to the same usage limitations, if any, set forth in the Declarations; and
- 3) The OWNERS hereby adopt the AREA OF LAND set forth in STAGE ONE and STAGE TWO as the combined area of land for COWPET BAY WEST CONDOMINIUM ASSOCIATION; and

Corrected Declaration of Cowpet Bay West Condominium Association

- 4) The OWNERS hereby adopt the BUILDINGS set forth in STAGE ONE and STAGE TWO as the buildings in which the one hundred two apartments of COWPET BAY WEST CONDOMINIUM ASSOCIATION are located; and
- 5) The OWNERS hereby adopt the UNITS set forth in STAGE ONE and STAGE TWO as the units comprising COWPET BAY WEST CONDOMINIUM ASSOCIATION, and Exhibit A of STAGE ONE and Exhibit A of STAGE TWO are incorporated herein by reference, providing the descriptions of those units; and
- 6) The OWNERS hereby adopt DIMENSIONS OF UNITS, USE OF UNITS, COMMON AREAS AND FACILITIES, and LIMITED COMMON AREAS AND FACILITIES set forth in STAGE ONE and STAGE TWO as the dimensions, use of units, common areas and facilities, and limited common areas and facilities for COWPET BAY WEST CONDOMINIUM ASSOCIATION, and Exhibit B of STAGE ONE and Exhibit B of STAGE TWO are incorporated herein by reference, providing the descriptions of the limited common areas and facilities; and
- 7) The OWNERS hereby adopt the DETERMINATION OF PERCENTAGES IN COMMON AREAS AND FACILITIES set forth in STAGE ONE and STAGE TWO as the determinations of percentages in common areas and facilities comprising COWPET BAY WEST CONDOMINIUM ASSOCIATION, but Exhibit C, attached hereto, replaces the exhibits referenced in that section of STAGE ONE and STAGE TWO; and
- 8) The OWNERS hereby adopt the ENCROACHMENTS, PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON FACILITIES LOCATED INSIDE OF UNITS, and ACQUISITION OF UNITS BY BOARD OF DIRECTORS set forth in STAGE ONE and STAGE TWO

Corrected Declaration of Cowpet Bay West Condominium Association

as the encroachments, pipes, ducts, cables, wires, conduits, public utility lines and other common facilities located inside of units, and acquisition of units by board of directors applicable to COWPET BAY WEST CONDOMINIUM ASSOCIATION; and

- 9) The OWNERS hereby delete the PERSON TO RECEIVE SERVICE, which listed William Evans as the registered agent for service of process for STAGE ONE and STAGE TWO and instead agree that the registered agent for service will be:

Tanji Williams
Office Manager, Cowpet Bay West
6201 Windward Way, St. Thomas, VI 00802

until such time as the registered agent may be changed via amendments to the Bylaws for COWPET BAY WEST CONDOMINIUM ASSOCIATION and until such time as such amendment is duly recorded with the Recorder of Deeds; and

- 10) The OWNERS hereby adopt the UNITS SUBJECT TO DECLARATION and BY-LAWS AND RULES AND REGULATIONS as set forth in STAGE ONE and STAGE TWO as the units subject to declaration and by-laws and rules and regulations provisions applicable to COWPET BAY WEST CONDOMINIUM ASSOCIATION; and

- 11) The OWNERS hereby delete and replace the AMENDMENT OF DECLARATION provisions, as set forth in STAGE ONE and STAGE TWO, with the following language: "This Declaration may be amended by the vote of at least seventy-five (75) percent in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment, which directly reduces the collateral value of units subject to first priority mortgages or first priority liens, shall have

Corrected Declaration of Cowpet Bay West Condominium Association

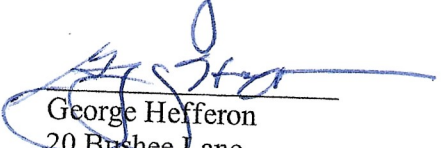
been approved in writing by all mortgagees holding such mortgages on six (6) or more units so affected, except that, solely in the case of adopting duly approved amendments to the Bylaws that are in keeping with the remaining terms of the Declaration, the required vote to incorporate and record such amended Bylaws into the Declaration shall be as provided in Paragraph 13. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, Charlotte Amalie, St. Thomas, U.S. Virgin Islands”, which shall be the amendment of declaration provision applicable to COWPET BAY WEST CONDOMINIUM ASSOCIATION; and

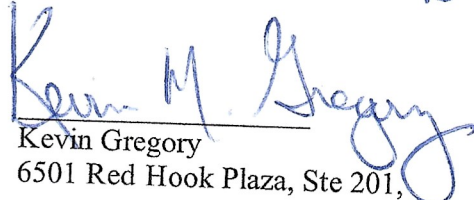
- 12) The OWNERS hereby adopt the RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE provisions set forth in STAGE ONE and STAGE TWO as the reconstruction or repair of casualty damage provisions applicable to COWPET BAY WEST CONDOMINIUM ASSOCIATION; and
- 13) The OWNERS hereby adopt the By-Laws attached hereto as Exhibit D as the By-Laws of COWPETBAY WEST CONDOMINIUM ASSOCIATION. The By-Laws may be amended by a vote totaling at least two thirds of the undivided ownership interest of all unit owners, and which will be effective upon the date said amendment is duly recorded with the Recorder of Deeds with a duly recorded amendment or addendum to the Declaration as provided in Paragraph 11. Rules and Regulations may be adopted and amended as provided under the Bylaws; and
- 14) The OWNERS hereby adopt the INVALIDITY, WAIVER, CAPTIONS, and GENDER provisions set forth in STAGE ONE and STAGE TWO as the invalidity, waiver, captions, and gender provisions applicable to COWPET BAY WEST CONDOMINIUM ASSOCIATION; and

Corrected Declaration of Cowpet Bay West Condominium Association

- 15) The OWNERS hereby agree that the instant Corrected Declaration of Cowpet Bay West Condominium Association shall be construed under U.S. Virgin Islands law; and
- 16) The OWNERS hereby elect the following unit owners as the Board of Directors of the Cowpet Bay West Condominium Association with the following term expiration dates, to be replaced as provided for under the Bylaws:
- a. Kevin Gregory, President, Unit W-31, Term Expires March 1, 2026;
 - b. Sherri Levin, Vice President, Units W-10, W-40, and L-41, Term Expires March 1, 2026;
 - c. George Hefferon, Treasurer, Unit W-21, Term Expires March 1, 2027;
 - d. Judi Kromenhoek, Secretary, Units W-42 and W-44, Term Expires March 1, 2027;
 - e. Bill Brewer, Member, Unit L-42, Term Expires March 1, 2027;
 - f. Marilyn Blackhall, Member, Unit L-16, Term Expires March 1, 2026;
 - g. Richard Hunter, Member, Unit L-49, Term Expires March 1, 2025;
 - h. Michael Harrell, Member, Unit L-24, Term Expires March 1, 2025; and
 - i. Tara McAfferty, Member, Unit W-47, Term Expires March 1, 2025.
- 17) The OWNERS hereby agree that the instant Corrected Declaration of Cowpet Bay West Condominium Association may be executed separately via countersignatures and via digital signatures.

IN WITNESS WHEREOF, the OWNERS have caused this Declaration to be executed by those duly authorized to bind these individuals and legal entities this 13 day of January, 2025.


George Hefferon
20 Bushee Lane


Kevin Gregory
6501 Red Hook Plaza, Ste 201,

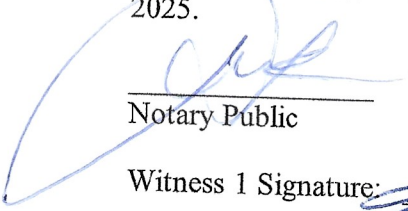
Corrected Declaration of Cowpet Bay West Condominium Association

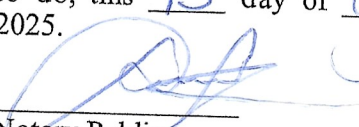
South Salem, NY 10590
Windward Unit 21
STAGE ONE

St Thomas, VI 00802
Windward Unit 31
STAGE TWO

Sworn to and subscribed to before me by **George Hefferon** on behalf of STAGE ONE and its Board of Directors, being authorized so to do, this 13 day of January, 2025.

Sworn to and subscribed to before me by **Kevin Gregory** on behalf of STAGE TWO and its Board of Directors, being authorized so to do, this 13 day of January, 2025.


Notary Public

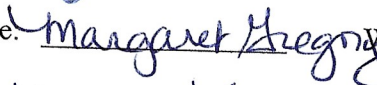

Notary Public

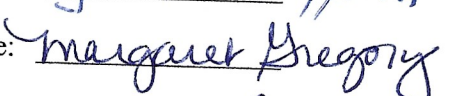
Witness 1 Signature: 

Witness 1 Signature: 

Witness 1 Print: Marguerite Hefferon

Witness 1 Print: Marguerite Hefferon

Witness 2 Signature: 

Witness 2 Signature: 

Witness 2 Print: Margaret Gregory

Witness 2 Print: Margaret Gregory

NOTARY PUBLIC
LaVerne Slack
Commission Exp. March 18, 2027
Notary Public NP 596-23
St. Thomas/St. John District

NOTARY PUBLIC
LaVerne Slack
Commission Exp. March 18, 2027
Notary Public NP 596-23
St. Thomas/St. John District

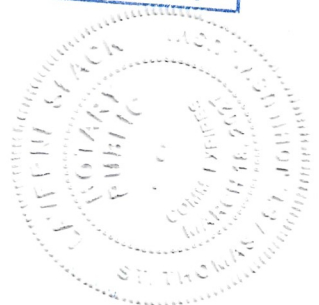
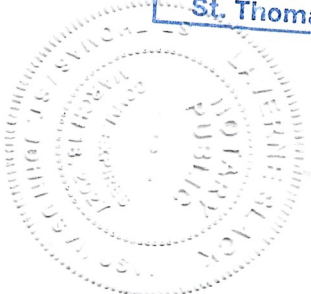


EXHIBIT C

VALUE OF APARTMENTS AND PROPERTY AND PERCENTAGE
IN THE COMMON AREAS AND FACILITIES
AS PER ARTICLE 10 OF STAGE ONE AND STAGE TWO DECLARATIONS
AND THE CORRECTED DECLARATION OF
COWPET BAY WEST CONDOMINIUM PARAGRAPH 7

The value of the property and of each apartment, and the percentage of undivided interest in the common areas and facilities, including the limited common areas and facilities, appertaining to each apartment and its owner for all purposes including voting, are set forth below:

Total value of the Property:	\$6,535,500.00
Two-bedroom apartment	
Value	\$59,500.00
% undivided interest	0.91041236324688%
Two-bedroom apartment plus loft	
Value	\$78,000.00
% undivided interest	1.19348175350011%
Three-bedroom apartment	
Value	\$69,500.00
% undivided interest	1.06342284446485%
Three-bedroom apartment plus loft	
Value	\$90,000.00
% undivided interest	1.37709433096167%
Four-bedroom apartment	
Value	\$85,000.00
% undivided interest	1.30058909035269%

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
<u>Leeward Way</u>		(per unit – 3 decimal places)

01	\$59,500.00	0.911%
02	\$59,500.00	0.911%
03	\$59,500.00	0.911%
04	\$59,500.00	0.911%
05	\$59,500.00	0.911%
06	\$69,500.00	1.062%
07	\$59,500.00	0.911%
08	\$59,500.00	0.911%
09	\$59,500.00	0.911%
10	\$59,500.00	0.911%
11	\$59,500.00	0.911%
12	\$59,500.00	0.911%
13	\$59,500.00	0.911%
14	\$59,500.00	0.911%
15	\$59,500.00	0.911%
16	\$69,500.00	1.062%
17	\$59,500.00	0.911%
18	\$59,500.00	0.911%
19	\$69,500.00	1.062%
20	\$69,500.00	1.062%
21	\$69,500.00	1.062%
22	\$69,500.00	1.062%
23	\$59,500.00	0.911%
24	\$59,500.00	0.911%
25	\$59,500.00	0.911%
26	\$59,500.00	0.911%
27	\$59,500.00	0.911%
28	\$59,500.00	0.911%
29	\$59,500.00	0.911%
30	\$69,500.00	1.062%
31	\$59,500.00	0.911%
32	\$59,500.00	0.911%
33	\$59,500.00	0.911%
34	\$59,500.00	0.911%
35	\$59,500.00	0.911%
36	\$59,500.00	0.911%
37	\$59,500.00	0.911%
38	\$69,500.00	1.062%
39	\$59,500.00	0.911%
40	\$59,500.00	0.911%
41	\$59,500.00	0.911%
42	\$69,500.00	1.062%
43	\$69,500.00	1.062%
44	\$69,500.00	1.062%
45	\$85,000.00	1.301%
46	\$78,000.00	1.193%
47	\$85,000.00	1.301%

48	\$78,000.00	1.193%
49	\$69,500.00	1.062%
50	\$90,000.00	1.376%

<u>Apartment No.</u> <u>Windward way</u>	<u>Value</u>	<u>% Undivided Interest</u> (per unit – 3 decimal places)
01	\$69,500.00	1.062%
02	\$69,500.00	1.062%
03	\$59,500.00	0.911%
04	\$59,500.00	0.911%
05	\$59,500.00	0.911%
06	\$59,500.00	0.911%
07	\$59,500.00	0.911%
08	\$69,500.00	1.062%
09	\$59,500.00	0.911%
10	\$59,500.00	0.911%
11	\$59,500.00	0.911%
12	\$59,500.00	0.911%
13	\$59,500.00	0.911%
14	\$59,500.00	0.911%
15	\$59,500.00	0.911%
16	\$59,500.00	0.911%
17	\$59,500.00	0.911%
18	\$69,500.00	1.062%
19	\$59,500.00	0.911%
20	\$59,500.00	0.911%
21	\$59,500.00	0.911%
22	\$59,500.00	0.911%
23	\$69,500.00	1.062%
24	\$69,500.00	1.062%
25	\$59,500.00	0.911%
26	\$59,500.00	0.911%
27	\$59,500.00	0.911%
28	\$59,500.00	0.911%
29	\$59,500.00	0.911%
30	\$59,500.00	0.911%
31	\$59,500.00	0.911%
32	\$69,500.00	1.062%
33	\$59,500.00	0.911%
34	\$59,500.00	0.911%
35	\$59,500.00	0.911%
36	\$69,500.00	1.062%
37	\$59,500.00	0.911%
38	\$59,500.00	0.911%
39	\$59,500.00	0.911%
40	\$59,500.00	0.911%
41	\$59,500.00	0.911%

42	\$69,500.00	1.062%
43	\$69,500.00	1.062%
44	\$69,500.00	1.062%
45	\$69,500.00	1.062%
46	\$90,000.00	1.376%
47	\$59,500.00	0.911%
48	\$78,000.00	1.193%
49	\$59,500.00	0.911%
50	\$78,000.00	1.193%
51	\$69,500.00	1.062%
52	\$90,000.00	1.376%

Total: 100%