

DECLARATION
OF
COWPET BAY VILLAGE - STAGE TWO
CONDOMINIUM

COWPET BAY VILLAGE - STAGE TWO CONDOMINIUM

DECLARATION

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DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP OF PARCELS 8-1-4, 8-1-5 and 8-1-6
ESTATE NAZARETH, RED HOOK QUARTER, ST. THOMAS,
VIRGIN ISLANDS, PURSUANT TO CHAPTER 33, TITLE
28, VIRGIN ISLANDS CODE

TARA WALKER CORPORATION, a corporation organized and
existing under the laws of the Virgin Islands of the United States,
whose principal office is situated at Parcel No. 9E-1 Estate
Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands,
hereinafter referred to as "the Sponsor" does hereby declare:

1. SUBMISSION OF PROPERTY. The Sponsor hereby submits
the land hereinafter described, together with the buildings and
improvements thereon erected and to be erected owned by the
Sponsor in fee simple absolute, (hereinafter called the "Property"),
to the provisions of Chapter 33, Title 28, Virgin Islands Code,
known also as the "Condominium Act of the Virgin Islands":

ALL those certain lots, pieces or parcels of land
situate, lying and being in St. Thomas, Virgin
Islands, United States of America, and described
as follows, to wit:

Parcels No. 8-1-4, 8-1-5 and 8-1-6 Estate Nazareth,
Red Hook Quarter, St. Thomas, Virgin Islands,
and more particularly as shown on drawings of said
parcels prepared by F. R. McCloskey, Licensed Sur-
veyor, and having P.W.D. Nos. G9-1030-T68 dated
February 13th, 1968, and G9-1183-T68 dated December
17th, 1968, as amended January 28th, 1969, and de-
scribed as follows:

Parcel 8-1-4

Starting at an iron bound post which is the north-
eastern corner of parcel No. 8-1-2 and which is
located from the shoreline of Cowpet Bay, the
line runs,

S 31° 41' 34" E a distance of 196.50 feet along
parcel No. 8-1-5 to a bound post and thence,

N 15° 27' 34" E a distance of 241.00 feet along
parcel No. 8-1-5 to a bound post and thence,

S 48° 00' 58" E a distance of 179.42 feet along
parcel No. 8-1 to a bound post and thence,

S 41° 03' 34" W a distance of 13.50 feet along
parcel No. 8-1 to a bound post and thence,

S 31° 41' 34" E a distance of 196.50 feet along
parcel No. 8-1-5 to a bound post which is the point

of an area of 0.57 acres.

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1969

Parcel 8-1-5

Starting at an iron bound post which is the north-eastern corner of parcel No. 8-1-2 and which is 12 feet from the shoreline of Cowpet Bay, the line runs,

N 37° 42' 34" E a distance of 196.50 feet along parcel No. 8-1-4 to a bound post and thence,

N 11° 27' 34" E a distance of 241.00 feet along Parcel No. 8-1-4 to a bound post and thence,

N 54° 47' 26" W a distance of 349.50 feet along parcel No. 8-1-6 to a bound post which is on the edge of the public right of way and thence,

in a southerly direction along the edge of the right of way a distance of 516 feet, more or less, to a point and thence,

S 65° 02' 26" E a distance of 5 feet, more or less, along parcel No. 8-1-2 to a bound post and thence,

S 65° 02' 26" E a distance of 300.95 feet to a bound post which is the point of starting.

The area is 3.47 acres, more or less.

All distances are in U.S. feet, and bearings are from the magnetic meridian.

Parcel No. 8-1-6

Starting at a bound post which is the northeastern corner of parcel No. 8-1-5 Estate Nazareth, the line runs:

N 54° 47' 26" W a distance of 349.50 feet along parcel No. 8-1-5 to a bound post which is on the edge of the public right of way and thence,

in a northeasterly direction along the edge of the right of way a distance of 262 feet, more or less, to a bound post and thence,

in an easterly direction along the edge of the right of way a distance of 125 feet, more or less, to a bound post and thence,

S 59° 15' 50" W a distance of 83 feet, more or less along parcel No. 8-1 to a bound post and thence,

S 11° 09' 00" E a distance of 43.58 feet along parcel No. 8-1 to a bound post and thence,

S 35° 47' 26" E a distance of 190.58 feet along parcel No. 8-1 to a bound post and thence,

S 21° 47' 20" W a distance of 172.00 feet along parcel No. 8-1 to a bound post which is the point of starting.

The area is 1.56 acres.

All distances are in U.S. feet and bearings are from the magnetic meridian.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging and all of the estate, right, title and interest of the Sponsor in and to said premises, including the easements granted or assigned as set forth below, and subject only to the easements reserved by the Sponsor as further set forth below and to the restrictions on the use of Parcel No. 8-1-4 also as hereinafter set forth.

EASEMENTS GRANTED:

(a) Beach Easement. A perpetual non-exclusive easement to use, for the purposes and upon the conditions hereinafter set forth, that area designated as Parcel 8-1-3, Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, on a drawing prepared by Antilles Land Development, Inc., dated March 10th, 1967, and having P.W.D. No. F9-1984-T67, and which area is more particularly described as follows:

Starting at an iron boundpost which is on the northwest corner of Parcel 8-1-3 and is on the northern property line of Parcel 8-1-2, the line runs:

N 48° 03' 34" E along Parcel 8-1 a distance of 361.00 feet to an iron boundpost thence,

S 41° 56' 26" E along Parcel 8-1 a distance of 50 feet more or less to a point on the shoreline thence,

Southwesterly along edge of shoreline, a distance of 360 feet more or less to a point, thence

N 65° 02' 26" W along Parcel 8-1-2 a distance of 12 feet more or less to an iron bound post which is the point of beginning.

All measurements are in U.S. feet.

The area is 0.17 U.S. acre.

- ~~(i)~~ The easement premises may be used only by owners of other authorized occupants of the respective apartments in the Condominium established herein, the members of their families and their guests, for swimming and sun bathing only, and no food or beverages or any other merchandise shall be sold or otherwise dispensed therefrom. No fires shall be made thereon and no boats may be put ashore thereon or tents or other structures created, installed or erected thereon.
- (ii) Upon leaving the easement premises, the persons availing themselves of the easement shall take with them all chairs, tables and other property brought there by them and shall leave that portion of said area used by them in a clean and orderly condition, and shall deposit all litter in receptacles.
- (iii) The Sponsor covenants for itself, its successors and assigns, that no structures or

improvements will be built or placed within the easement premises.

(b) Roadway Easements:

Perpetual, non-exclusive easements of access and use of those 30-foot wide roadways on Parcel 8-1-2 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, which roadways are designated "ROAD B" and "ROAD C" on a drawing prepared by Antilles Land Development, Inc., dated June 21st, 1967, and having P.W.D. No. D9-652-T67 and the area of which easements are more particularly described as follows:

Road B

Starting at a point which is the center of a 30 foot ROW and bears S 65° 02' 26" E and a distance of 53.84 feet from an iron bound post which is the northeast corner of Parcel 8-1-2 thence,

The centerline of the road runs S 62° 19' 40" W a distance of 137.23 feet thence,

S 73° 56' 00" W a distance of 155.80 feet which is the center of a Cul de Sac at the end of road which bears S 73° 29' 10" E a distance of 94.68 feet from an iron bound post which is on the western property line of Parcel 8-1-2.

Road C

Starting at a point which is the center of a 30 foot road ROW and bears S 65° 02' 26" E a distance of 193.23 feet from an iron bound post which is the northeast corner of Parcel 8-1-2 thence,

The centerline of the road runs S 41° 22' 00" W a distance of 70.66 feet to a point thence,

S 26° 20' 00" W a distance of 145.70 feet to a point thence,

S 30° 25' 00" W a distance of 143.29 feet to a point which is the center of Cul de Sac at the end of Road which bears S 89° 09' 15" E and a distance of 73.11 feet from an iron bound post which is the northeast corner of Parcel 8-57.

(c) Sewage Treat Plant Easement.

A perpetual easement to connect or "tap in", from time to time, to the sewage treatment plant owned and constructed by Cowpet Bay Village Condominium Stage I and located on the premises known as Parcel 8-1-2 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, the sewerage system to be located on the Property, including a perpetual easement to lay the necessary pipelines for the transportation of sewage from Cowpet Bay Village Condominium State II to the sewage treatment plant mentioned in the foregoing. All additional costs of such connection

or "tap in" shall be borne by Cowpet Bay Village Stage II, and the cost of maintaining the sewage treatment plant following such connection or "tap in" shall thereafter be allocated equitably as may be mutually agreed to by the respective boards of directors of the condominiums sharing the said sewage treatment plant.

(d) Easements and rights of way, on over and through those areas of Parcel No. 8-1-2 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, designated "Easement 'A'" and "Easement 'B'" on P.W.D. Map No. D9-865-T69 dated September 4th, 1969, and prepared by F. R. McCloskey, the areas of which easements are more particularly described as follows:

Easement "A"

Starting at a point on the boundary between parcels Nos. 8-1-2 and 8-1-5 which bears S 65° 02' 26" E and is distant 80.00 feet from a bound post at the north corner of parcel No. 8-1-2, the line runs,

S 65° 02' 26" E a distance of 10.00 feet along easement "A" on parcel No. 8-1-5 to a point and thence,

S 65° 02' 26" E a distance of 60.00 feet along parcel No. 8-1-5 to a point and thence,

S 65° 02' 26" E a distance of 18.00 feet along easement "B" on parcel No. 8-1-5 to a point and thence,

S 51° 00' 00" W a distance of 11.13 feet along a road easement on parcel No. 8-1-2 to a point and thence,

N 65° 02' 26" W a distance of 19.50 feet along parcel No. 8-1-2 to a point and thence,

S 88° 22' 40" W a distance of 25.93 feet along parcel No. 8-1-2 to a point and thence,

N 22° 00' 00" W a distance of 17.00 feet along parcel No. 8-1-2 to a point and thence,

N 65° 02' 26" W a distance of 28.00 feet along parcel No. 8-1-2 to a point and thence,

N 24° 57' 34" E a distance of 10.00 feet along parcel No. 8-1-2 to a point which is the point of starting.

The area is 1,062 square feet.

All distances are in U.S. feet and bearings are from the magnetic meridian.

Easement "B"

Starting at a point on the shoreline of Cowpet Bay which is the northeast corner of parcel No. 8-1-2, the line runs,

in a southwesterly direction along the shoreline of Cowpet Bay a distance of 10 feet more or less to a point and thence,

N 65° 02' 26" W a distance of 124 feet more or less along parcel No. 8-1-2 to a point and thence,

N 51° 00' 00" E a distance of 11.13 feet along a road easement to a point and thence,

S 65° 02' 26" E a distance of 110.00 feet along parcel No. 8-1-5 to a bound post and thence,

S 65° 02' 26" E a distance of 12 feet more or less to a point on the shoreline of Cowpet Bay which is the point of starting.

The area is 1,230 square feet more or less.

All distances are in U.S. feet and bearings are from the magnetic meridian.

EASEMENTS RESERVED

The Sponsor, its successors and assigns, hereby reserves the following easements, it being understood that the same may be further assigned by the Sponsor without any restriction whatsoever, in whole or in part, at any time, and from time to time:

(a) Beach Easement. A perpetual non-exclusive easement to use of swimming and sun-bathing only, that portion of the Property designated as Parcel No. 8-1-4 Estate Nazareth, No. 1 Red Hook Quarter, which parcel is more particularly described above.

(b) Utilities Easement. Perpetual easements and rights of way over and across five (5) feet along each side of the Property other than the side fronting on Cowpet Bay, for the creation, construction and maintenance of public, quasi-public and private underground utilities, such as gas, water, telephone, telegraph, electricity, storm drains and land drains.

RESTRICTIONS

This submission is made upon the express condition that that portion of the Property designated as Parcel 8-1-4 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, shall be used in connection with swimming and sun bathing only, and no food or beverages or any other merchandise shall be sold or dispensed therefrom, and no fires shall be made thereon and no boats may be put ashore thereon or tents or other structures created installed or erected thereon.

2. AREA OF LAND. The land has an area of approximately 5.56 acres.

3. BUILDINGS. The Condominium will consist of 60 condominium units (apartments) in a group of 10 buildings identified as Buildings H, I, J, K, L, M, N, P, Q and R. All buildings are of two stories, constructed of reinforced concrete masonry structure with concrete floor and wood frame roofs. The buildings contain no basements, and the number of apartments in each building is as follows

<u>Building</u>	<u>Number of Apartments</u>
H	8 apartments
I	8 apartments
J	4 apartments
K	4 apartments
L	8 apartments
M	4 apartments
N	6 apartments
P	4 apartments
Q	8 apartments
R	6 apartments

4. NAME OF CONDOMINIUM. This Condominium shall be known as "Cowpet Bay Village - Stage Two".

5. UNITS. Annexed hereto and made part hereof as Exhibit A is a list of all units in the buildings, their unit designations, locations, approximate areas, number of rooms, common areas to which each has immediate access (all as shown on the floor plans of the building, certified by William Sigal and Associates, Architects, intended to be filed in the Office of the Recorder of Deeds for St. Thomas and St. John, in St. Thomas, Virgin Islands, simultaneously with the recording of this Declaration).

6. DIMENSIONS OF UNITS. Each unit consists of the area measured horizontally from the unit side of the exterior concrete walls of the Building to the unit side of the walls and/or partitions separating such unit from steps, stairways, entrance bridges, landing platforms, or from other common or limited common areas, and where walls and/or partitions separate such unit from other units, to the side of such walls and/or partitions facing such unit; vertically each unit consists of the space between the top surface of the floor and the under surface of the ceiling, and shall include the balcony and rear porch appurtenant to each unit.

7. USE OF UNITS. Each of the units shall be used as a residence only.

8. COMMON AREAS AND FACILITIES. The common areas and facilities consist of the entire Property (except for the Limited Common Areas and Facilities set forth below) including all parts of the Buildings other than the units, and including, without limitation the following:

- (a) The land on which the Buildings are erected;
- (b) All roofs, foundations, columns, beams and supports;
- (c) All exterior walls of the Buildings; all walls and partitions separating units from steps, stairways, entrance bridges, landing platforms, or from other common or limited common areas; all walls and partitions separating units; all floors and ceilings:

- (d) All laundry service rooms, storage rooms, pump rooms, and other similar facilities, all landscaping, all roads and walkways, all exterior lighting, and all driveways and parking areas, except for those parking areas designated as Limited Common Areas and Facilities below;
- (e) All space devoted to the lodging or use of persons employed in connection with the operation of the Property, including the area shown on the floor plans of the Property as "Maintenance Quarters";
- (f) All central and appurtenant installations for services such as power, light and telephone, gas, hot and cold water, potable and salt water, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces, including
 - (i) The underground electrical distribution system;
 - (ii) The rainwater collection system, including cisterns and piping;
 - (iii) The potable water system, including pressure tanks, pumps and piping to individual units;
 - (iv) The salt water system, including storage tanks, if any, pumps and piping to individual units;
 - (v) The sewerage system, including piping; and
 - (vi) The outside structures housing the air-conditioning compressor and condensing equipment appurtenant to each apartment unit, if any, but not such equipment itself, which shall be and remain the property of each owner and which equipment shall be maintained by, and be the sole responsibility of, such owner;
- (g) All other parts of the Property and all apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

9. LIMITED COMMON AREAS AND FACILITIES. "Limited Common Areas and Facilities", as used herein, means those common areas and facilities designated in Exhibit B, attached hereto and made a part hereof, reserved for the use of certain apartments to the exclusion of the other apartments.

10. DETERMINATION OF PERCENTAGES IN COMMON AREAS AND FACILITIES. The percentages of interest of the respective units in the common areas and facilities (hereinafter sometimes called the "common interests") have been determined upon the basis of the proportion which the value of each units bears to the value of the Property, and such values and percentages are set forth in Exhibit C, attached hereto and made a part hereof.

11. ENCROACHMENTS. If any portion of the common areas and facilities encroaches upon any unit, or if any unit now encroaches upon any other unit, or upon any portion of the common areas and facilities, as a result of the construction of the Building(s), or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building(s), a valid easement for the encroachment and for the maintenance of the same so long as the Building(s) stands, shall exist. In the event the Building(s), the unit, any adjoining unit, or any adjoining common area or facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any unit or of any unit upon any other unit or upon any portion of the common areas and facilities due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building(s) shall stand.

12. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON FACILITIES LOCATED INSIDE OF UNITS. Each Unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units

and located in such unit.

13. POWER OF ATTORNEY TO BOARD OF DIRECTORS. Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any unit whose owner desires to surrender the same, or to sell or lease the same to the Board of Directors, or which may be the subject of a 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, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased to the Board of Directors.

14. ACQUISITION OF UNITS BY BOARD OF DIRECTORS. In the event any unit owner shall in compliance with the terms and conditions of the By-Laws surrender his unit, together with (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the interest of such unit owner in any other units acquired by the Board of Directors or its designee on behalf of all unit owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or in the event the Board of Directors shall purchase from any unit owner who has elected to sell the same, a unit, together with Appurtenant Interests, pursuant to Section 2 of Article VII of the By-Laws, or in the event the Board of Directors shall purchase at a foreclosure or other judicial sale, a unit, together with the Appurtenant Interests, title to any such unit, together with the Appurtenant Interests, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. The lease covering any unit leased to the Board of Directors, or its designee, corporate or otherwise, shall be held by the Board of Directors, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

15. PERSON TO RECEIVE SERVICE. Mr. William H. Evans, Parcel No. 9E-1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

16. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the Property or any part thereof except as may be specifically permitted by the Condominium Act of the Virgin Islands, by the provisions hereof or by the By-Laws.

17. AMENDMENT OF DECLARATION. This Declaration may be amended by the vote of at least seventy-five (75) per cent 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 shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on six (6) or more units. 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, Virgin Islands.

18. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE. In the event that two-thirds (2/3) or more of the total number of apartment units are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destruction may be made within sixty (60) days of the date of such damage or destruction by the vote of at least seventy-five (75) per cent 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. If less than two-thirds (2/3) of the total number of apartment units are damaged or destroyed, it shall be mandatory that such damage be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total cubic area, pursuant to which the Buildings were initially constructed.

19. By-LAWS - RULES AND REGULATIONS. Annexed hereto as Exhibits D and E respectively, are true copies of the By-Laws and Rules and Regulations governing the administration of the Property. No modification of or amendment to the By-Laws shall be valid unless set forth in an amendment to this Declaration and such amendment duly recorded.

20. INVALIDITY. The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration and, in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provision had never been included herein.

21. WAIVER. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

22. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define

limit or describe the scope of this Declaration nor the intent of any provision hereof.

23. GENDER. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 19 day of September, 1969

Witnesses:

TARA WALKER CORPORATION
(Sponsor)

Mary J. Pullen
Eric Taylor

By William H. Evans
William H. Evans, President

Attest: Agnes E. Rahlff
Ass't Secy.

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. THOMAS & ST. JOHN) ss:

On this 19 day of September, 1969, before me, the undersigned officer, personally appeared WILLIAM H. EVANS, who acknowledged himself to be the President of TARA WALKER CORPORATION, the corporation described in the foregoing instrument; and he being authorized so to do executed the foregoing instrument on behalf of the corporation by signing his name thereto as such President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Paul A. Noel
Notary Public

RECEIVED

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OFFICE OF THE RECORDERS DEEDS

received and entered in the Recorder's Book for the District of St. Thomas for the Virgin Islands of the U. S. as
Part of 11-B Page 330 Book No. 367 as noted in the Real
(Personal) Property Register for Book No. 21 Page 45

THE RECORDERS OFFICE,
St. Thomas

September 22, 1969
Chis Viallet

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EXHIBIT A

UNIT DESIGNATION AS PER ARTICLE 5 OF DECLARATION

Apt. No.	Description	Location	App. Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
<u>Leeward Way</u>				
21	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building H ground floor south	1,420	9
22	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building H upper floor south	1,420	9
23	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building H Ground floor center south	1,110	7
24	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building H upper floor center south	1,110	7
25	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building H ground floor center north	1,110	7
26	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building H upper floor center north	1,110	7
27	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building H ground floor north	1,110	7
28	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building H upper floor north	1,110	7
29	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building I ground floor south	1,110	7
30	3-bedroom apt. (F,LR,3BR,K 3B,2 BL)	Building I upper floor south	1,470	9
31	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building I ground floor center south	1,110	7
32	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building I upper floor center south	1,110	7
33	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building I ground floor center north	1,110	7
34	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building I upper floor center north	1,110	7

Apt. No.	Description	Location	App.Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
35	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building I ground floor north	1,110	7
36	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building I upper floor north	1,110	7
37	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building J ground floor south	1,110	7
38	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building J upper floor south	1,470	9
39	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building J ground floor north	1,110	7
40	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building J upper floor north	1,110	7
41	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building K ground floor south	1,110	7
42	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building K upper floor south	1,470	9
43	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building K ground floor north	1,420	9
44	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building K upper floor north	1,420	9
45	4-bedroom apt. (F,LR,4BR,K 4B,BL,RP)	Building Q ground floor south	1,894	11
46	2-bedroom apt. plus loft (F,LR,2BR,LFT, K,3B,3BL)	Building Q upper floor south	1,446	9
47	4-bedroom apt. (F,LR,4BR,K 4B,BL,RP)	Building Q ground floor center	1,894	11
48	2-bedroom apt. plus loft (F,LR,2BR,LFT, K,3B,3BL)	Building Q upper floor center	1,446	9

Apt. No.	Description	Location	App. Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
49	4-bedroom apt. (F, LR, 4BR, K 4B, BL, RP)	Building Q ground floor north	1,894	11
50	3-bedroom apt. plus loft (F, LR, 3BR, LFT K, 4B, 3BL)	Building Q upper floor north	1,806	11
<u>Windward Way</u>				
23	3-bedroom apt. (F, LR, 3BR, K 3B, BL, RP)	Building L ground floor south	1,420	9
24	3-bedroom apt. (F, LR, 3BR, K 3B, 2BL)	Building L upper floor south	1,420	9
25	2-bedroom apt. (F, LR, 2BR, K 2B, BL, RP)	Building L ground floor south center	1,110	7
26	2-bedroom apt. (F, LR, 2BR, K 2B, 2BL)	Building L upper floor south center	1,110	7
27	2-bedroom apt. (F, LR, 2BR, K 2B, BL, RP)	Building L ground floor north center	1,110	7
28	2-bedroom apt. (F, LR, 2BR, K 2B, 2BL)	Building L upper floor north center	1,110	7
29	2-bedroom apt. (F, LR, 2BR, K 2B, BL, RP)	Building L ground floor north	1,110	7
30	2-bedroom apt. (F, LR, 2BR, K 2B, 2BL)	Building L upper floor north	1,110	7
31	2-bedroom apt. (F, LR, 2BR, K 2B, BL, RP)	Building M ground floor south	1,110	7
32	3-bedroom apt. (F, LR, 3BR, K 3B, 2BL)	Building M upper floor south	1,470	9
33	2-bedroom apt. (F, LR, 2BR, K 2B, BL, RP)	Building M ground floor north	1,110	7
34	2-bedroom apt. (F, LR, 2BR, K 2B, 2BL)	Building M upper floor north	1,110	7

Apt. No.	Description	Location	App. Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
35	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building N ground floor south	1,110	7
36	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building N upper floor south	1,470	9
37	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building N ground floor center	1,110	7
38	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building N upper floor center	1,110	7
39	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building N ground floor north	1,110	7
40	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building N upper floor north	1,110	7
41	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building P ground floor south	1,110	7
42	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building P upper floor south	1,470	9
43	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building P ground floor north	1,420	9
44	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building P upper floor north	1,420	9
45	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building R ground floor south	1,470	9
46	3-bedroom apt. plus loft (F,LR,3BR,LFT K,4B,3BL)	Building R upper floor south	1,806	11
47	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building R ground floor south center	1,110	7
48	2-bedroom apt. plus loft (F,LR,2BR,LFT K,3B,3BL)	Building R upper floor south center	1,446	9

Apt. No.	Description	Location	App.Enclosed area (not inc. Porches) in Square Feet	No. of Rooms
49	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building R ground floor north center	1,110	7
50	2-bedroom apt. plus loft (F,LR,2BR,LFT K,3B,3BL)	Building R upper floor north center	1,446	9
51	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building R ground floor north	1,470	9
52	3-bedroom apt. plus loft (F,LR,3BR,LFT K,4B,3BL)	Building R upper floor north	1,806	11

Access from Apartments to Common Areas

All apartments have access to entry passages which are located between the common area walkway and the individual apartment units and which entry passages are limited to the exclusive use of the apartment or apartments served. In the case of upper floor apartments entry passages consist of a stairway and a bridge to an entrance platform, thence a stairway to the entry balcony of the apartment. In the case of ground floor apartments entry passages consist of a stairway and a bridge to an entrance platform, then a stairway to the rear (entrance side) porch.

CODE:

F = Foyer
LR = Living/Dining
LFT= Loft
K = Kitchen
B = Bathroom
BL = Balcony
RP = Rear Porch
BR = Bedroom

EXHIBIT B

LIMITED COMMON AREAS AND FACILITIES
AS PER ARTICLE 9 OF THE DECLARATION

The Limited Common Areas and Facilities are (a) certain parking spaces, and (b) certain entry passages all as set forth below:

(a) Parking Spaces: / // -

Each parking space will be designated by the number of the apartment unit to which it is appurtenant and shall be limited to the exclusive use of said apartment, e.g., Parking Space 21 Leeward Way ~~will be limited~~ to the exclusive use of Apartment 21 Leeward Way.

(b) Entry Passages:

Entry passages between the common area walkway and the individual apartment units are limited to the exclusive use of the apartment or apartments served.

In the case of upper floor apartments entry passages consist of a stairway and a bridge to an entrance platform, thence a stairway to the entry balcony of the apartment.

In the case of ground floor apartments, entry passages consist of a stairway and a bridge to an entrance platform, then a stairway to the rear (entrance side) porch.

Maintenance of all Limited Common Areas and Facilities is a common expense of the Condominium.

EXHIBIT C

VALUE OF APARTMENTS AND PROPERTY AND
PERCENTAGE IN THE COMMON AREAS AND
FACILITIES AS PER ARTICLE 10 OF THE
DECLARATION

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 as set forth below:

Total value of the Property	\$3,972,000.00
Two-bedroom apartment	
Value	\$59,500.00
% undivided interest	1.497%
Two-bedroom apartment plus loft	
Value	\$78,000.00
% undivided interest	1.963%
Three-bedroom apartment	
Value	\$69,500.00
% undivided interest	1.749%
Three-bedroom apartment plus loft	
Value	\$90,000.00
% undivided interest	2.285%
Four bed-room apartment	
Value	\$85,000.00
% undivided interest	2.137%

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
<u>Leeward Way</u>		
21	\$69,500.00	1.749
22	\$69,500.00	1.749
23	\$59,500.00	1.497
24	\$59,500.00	1.497
25	\$59,500.00	1.497
26	\$59,500.00	1.497

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
27	\$59,500.00	1.497
28	\$59,500.00	1.497
29	\$59,500.00	1.497
30	\$69,500.00	1.749
31	\$59,500.00	1.497
32	\$59,500.00	1.497
33	\$59,500.00	1.497
34	\$59,500.00	1.497
35	\$59,500.00	1.497
36	\$59,500.00	1.497
37	\$59,500.00	1.497
38	\$69,500.00	1.749
39	\$59,500.00	1.497
40	\$59,500.00	1.497
41	\$59,500.00	1.497
42	\$69,500.00	1.749
43	\$69,500.00	1.749
44	\$69,500.00	1.749
45	\$85,000.00	2.137
46	\$78,000.00	1.963
47	\$85,000.00	2.137
48	\$78,000.00	1.963
49	\$85,000.00	2.137
50	\$90,000.00	2.285
<u>Windward Way</u>		
23	\$69,500.00	1.749
24	\$69,500.00	1.749
25	\$59,500.00	1.497
26	\$59,500.00	1.497

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
27	\$59,500.00	1.497
28	\$59,500.00	1.497
29	\$59,500.00	1.497
30	\$59,500.00	1.497
31	\$59,500.00	1.497
32	\$69,500.00	1.749
33	\$59,500.00	1.497
34	\$59,500.00	1.497
35	\$59,500.00	1.497
36	\$69,500.00	1.749
37	\$59,500.00	1.497
38	\$59,500.00	1.497
39	\$59,500.00	1.497
40	\$59,500.00	1.497
41	\$59,500.00	1.497
42	\$69,500.00	1.749
43	\$69,500.00	1.749
44	\$69,500.00	1.749
45	\$69,500.00	1.749
46	\$90,000.00	2.285
47	\$59,500.00	1.497
48	\$78,000.00	1.963
49	\$59,500.00	1.497
50	\$78,000.00	1.963
51	\$69,500.00	1.749
52	<u>\$90,000.00</u>	<u>2.285</u>
	<u>\$3,972,000.00</u>	<u>100.000</u>

EXHIBIT D

COWPET BAY VILLAGE - STAGE TWO

CONDOMINIUM

BY-LAWS

COWPET BAY VILLAGE - STAGE TWO

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BY-LAWS
of
COWPET BAY VILLAGE - STAGE TWO
Cowpet Bay
St. Thomas, Virgin Islands

ARTICLE I

Plan of Apartment Unit Ownership

Section 1. Apartment Unit Ownership. The property located at Parcels Nos. 8-1-4, 8-1-5 and 8-1-6 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands has been submitted to the provisions of Chapter 33, Title 28 of the Virgin Islands Code, known as the "Condominium Act of the Virgin Islands", by the Declaration recorded simultaneously herewith in the Office of the Recorder of Deeds for St. Thomas and St. John, Charlotte Amalie, St. Thomas, Virgin Islands, and which Condominium shall hereinafter be known as "Cowpet Bay Village - Stage Two" (hereinafter called the "Condominium" or Cowpet Bay Village").

Section 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the Property of the Condominium and the use and occupancy thereof. The term "Property" as used herein shall include the land, the buildings and all other improvements thereon (including the apartment units and the common areas and facilities), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Chapter 13, Title 28 of the Virgin Islands Code.

Section 3. Application. All present and future owners, mortgagees, lessees and occupants of apartment units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations.

The acceptance of a deed or conveyance or the entering into of a lease or the act of occupancy of an apartment unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the Condominium and of the Board of Directors shall be located at Cowpet Bay Village, Parcel No. 8-1-5 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands.

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Condominium shall be governed by a Board of Directors. Until one year after units representing 75% in common interest shall have been sold by the Sponsor of the Condominium (Tara Walker Corporation) and shall have been paid for, and thereafter until their successors shall have been elected by the unit owners, the Board of Directors shall consist of such of the officers and the members of the board of directors of the Sponsor as shall have been designated by the Sponsor. Thereafter the Board of Directors shall be composed of five persons, all of whom shall be owners or spouses of owners or mortgagees of apartment units, or, in the case of partnership owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

Section 2. 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

- (1) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other 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 3. Managing Agent and Manager. The Board of Directors may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II. The Board of Directors may delegate to the manager or managing agent, all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article II.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, five members of the Board of Directors shall be elected to serve terms of one year. Each director shall be elected by the vote of a majority of unit owners, as hereinafter defined in Section 9 of Article III. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any members of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the unit owners, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors by mail or telegraph, at least ten (10) business days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President upon five (5) business days notice to each member of the Board of Directors, given by mail or telegraph, which notice shall state the time, place

and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjournment at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Condominium for acting as such.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Property. It is also intended that the liability of any unit owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interest. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners) and that each unit owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common areas and facilities bears to all such interests.

ARTICLE III

Unit Owners

Section 1. Annual meetings. One year after apartment units representing 75% or more in common interest shall have been sold by the Sponsor and paid for, the Sponsor shall notify all

unit owners thereof, and first annual meeting of the unit owners shall be held within 30 days thereafter on a call issued by the President. At such meeting the officers and directors of the Sponsor shall resign as members of the Board of Directors and as officers, and all the unit owners, including the Sponsor, shall elect a new Board of Directors. Thereafter, the annual meetings of the unit owners shall be held on the 10th day of January of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding business day. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these By-Laws. So long as the Sponsor shall own one or more of the apartment units, the Sponsor shall be entitled to elect at least one member of the Board of Directors who shall serve for a term of one year. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than 25% in common interest, in the aggregate, of unit owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting of the unit owners at least ten but not more than thirty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owner

of record, at the building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority in common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 6. Order of Business. The order of business at all meetings of the unit owners shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting
- (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 so required).
- (h) Election of members of the Board of
Directors (when so required)
- (i) Unfinished business
- (j) New business

Section 7. Title to Apartment Units. Title to apartment units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each apartment unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be

revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners may be present at any meeting of the unit owners and (those constituting a group acting unanimously), may vote or take any other action as a unit owner either in person or by proxy. The total number of votes of all unit owners shall be 100,000 and each unit owner (including the Sponsor and the Board of Directors, if the Sponsor shall then own, or the Board of Directors, or its designee shall then hold title to one or more apartment units) shall be entitled to cast one vote at all meetings of the units owners for each .001 per cent of interest in the common areas and facilities applicable to his or their apartment unit. A fiduciary shall be the voting member with respect to any apartment unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners. As used in these By-Laws the term "majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 8 of this Article III.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third (1/3) of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the

Condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an assistant secretary, an assistant treasurer, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Corporation Law of the Virgin Islands, including but not limited to the power to appoint committees from among the unit owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. 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 of Directors to act in the place of the President, on an interim

basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of secretary of a stock corporation organized under the Corporation law of the Virgin Islands.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements, and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Corporation Law of the Virgin Islands.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium,

determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase by or lease to the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any apartment unit whose owner has elected to sell or lease such apartment unit to the Board of Directors, or of any apartment unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise all unit owners promptly in writing of the amount of common charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and to their mortgagees.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire Buildings (including all of the apartment units and the bathroom and kitchen fixtures and air conditioning initially

installed therein by the Sponsor, but not including any wall, ceiling, or floor decoration or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners), together with all service machinery contained therein and covering the interest of the Condominium, the Board of Directors and all unit owners and their mortgagees, as interest may appear, in an amount equal to the full replacement value of the Buildings, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of an apartment unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Directors and the Insurance Trustee hereinafter set forth; (2) Workmen's Compensation insurance; and (3) such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the Insurance Trustee, and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Board of Directors, and if more than \$50,000.00, shall be payable to the Insurance Trustee.

The amount of fire insurance to be maintained until the first meeting of the Board of Directors following the annual meeting of the unit owners shall be in at least the sum of \$900,000.00.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of apartment units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof,

together with proof of payment of premiums, shall be delivered to all mortgagees of apartment units at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain a qualified appraisal of the full replacement value of the Buildings, including all of the apartment units and all of the common areas and facilities therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the managing agent, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in amounts not less than \$250,000/\$1,000,000 for claims for bodily injury and \$25,000 for claims for property damage.

Unit owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of the Building(s) as a result of fire or other casualty (unless 66 2/3%

or more of the Building(s) are destroyed or substantially damaged and 75% or more of the unit owners determine in accordance with the Declaration not to proceed with the repair or restoration), the Board of Directors shall arrange for the prompt repair or restoration of the Building(s) (including any damaged apartment units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners in the apartment units), and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building(s) are destroyed or substantially damaged and if within sixty (60) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors or the Insurance Trustee, as the case may be, among all the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner the amount of any unpaid liens on his apartment unit, in the order of priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Directors shall determine.

No unit owner shall be liable for the payment of any part of the common charges assessed against his apartment unit subsequent to a sale, transfer or other conveyance by him of such apartment unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws, and subject to acceptance by the Board of Directors, provided that his apartment unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his apartment unit, together with the "Appurtenant Interests" to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of an apartment unit shall be liable for the payment of common charges assessed against such apartment unit prior to the acquisition by him of such apartment unit, without prejudice to such purchaser's right, if any, to recover from the seller the amounts paid by the purchaser, except that a mortgagee or other purchaser of an apartment unit at a foreclosure sale of such apartment unit shall not be liable for and such apartment unit shall not be subject to a lien for the payment of a common charge assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect any common charges due from any unit owner which remains unpaid for more than 30 days from the date due for payment thereof.

Section 6. Default in Payment of Common Charges.

In the event of default by any unit owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on such unit prior to all other liens except those specified in Section 922 of Chapter 33, Title 28 of the Virgin Islands Code. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such apartment unit granted by Section 922 of Chapter 33, Title 28, Virgin Islands Code.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on an apartment unit because of unpaid common charges, the unit owner shall be required to pay a reasonable rental for the use of his apartment unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Directors, acting on behalf of all unit owners, shall have power to purchase such apartment unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Directors shall promptly provide any unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. Abatement and Enjoinment of Violations By Unit Owners. The violation of any rule or regulation adopted by the Board of Directors or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. (a) All maintenance of and repairs to any apartment unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common areas and facilities contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such apartment unit) shall be made by the owner of such apartment unit. Each unit owner shall be responsible for all damages to any and all other apartment units and/or to the common areas and facilities, that his failure so to do may engender.

(b) All maintenance, repairs and replacements to the common areas and facilities, and to the limited common areas and facilities, whether located inside or outside of the apartment units, (unless necessitated by the negligence, misuse or neglect of a unit owner, in which case such expense shall be charged to such unit owner), shall be made by the Board of Directors and be charged to all the unit owners as a common expense.

Section 11. Restriction on Use of Apartment Units.

In order to provide for congenial occupancy of the Property and for the protection of the value of the apartment units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

- (a) The apartment units shall be used for residences only.
- (b) The common areas and facilities, including the limited common areas and facilities, shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of apartment units.
- (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.
- (d) No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be corrected, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations or improvements costing in excess of \$10,000, and the making of such additions, alterations or improvements shall have been approved by the vote of at least two-thirds (2/3) in number and in common interest of the unit owners and by those mortgagees holding mortgages constituting first liens upon six (6) or more apartment units (provided that such approval by said mortgagees shall not be deemed to be an agreement by said mortgagees to subordinate such mortgages to any liens arising in connection with such additions, alterations or improvements), the Board of Directors shall proceed with such additions, alterations or improve-

ments and shall assess all unit owners for the cost thereof, as a common charge. Any additions, alterations or improvements costing \$10,000 or less may be made by the Board of Directors without approval of unit owners or any mortgagees of apartment units and the cost thereof shall constitute part of the common expenses.

Section 13. Additions, Alterations, or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his apartment unit, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.,) without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such unit owner's apartment unit, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Directors to the proposed addition, alteration or improvement. In addition, any such additions, alterations or improvements made prior to December 31st, 1975, must have the prior written approval of Tara Walker Corporation, which approval, however, will not be unreasonably withheld. Any application to any department of the Government of the Virgin Islands or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any apartment unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to apartment units owned by the Sponsor until such apartment units shall have been initially sold by the Sponsor and paid for.

Section 14. Use of Common Areas and Facilities. A unit owner shall not place or cause to be placed in the stairways or other common areas and facilities, including the limited common areas and facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind. The entry passages, stairways, entry bridges, etc., shall be used for no purpose other than for normal transit through them.

Section 15. Right of Access. A unit owner shall grant a right of access to his apartment unit to the manager and/or the managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his apartment unit and threatening another apartment unit or a common area or facility, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common areas or facilities in his apartment unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering another apartment unit, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

Section 16. Rules of Conduct. Rules and Regulations concerning the use of the apartment units and the common areas and facilities, including the limited common areas and facilities, may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Directors with the approval of a majority of the unit owners, are annexed hereto and made a part hereof as Exhibit E.

Section 17. Potable Water. Potable water shall be supplied through the common facilities of the Condominium directly to each apartment unit through a separate meter and each unit owner shall be required to pay the charge therefor established, from time to time, by the Board of Directors. The Board of Directors may, in its discretion, establish a separate water fund or account, which fund or account shall be reserved for expenses connected with the purchase by the Condominium of potable water from other sources, should such purchase become necessary.

Section 18. Gas. Gas shall not be supplied to any apartment unit, and unit owners are specifically prohibited from using gas, as a fuel or otherwise, within an apartment unit or on any part of the Property. Unit owners are further specifically prohibited from placing within an apartment unit, within a common area, or on any other part of the Property, any bottle, cylinder or other similar container for gas.

Section 19. Salt Water and Sewerage Service. Salt water for flushing, and sewerage service (including sewage disposal and treatment) shall be supplied as a common facility to all unit owners, and the cost thereof shall be treated as a common expense.

Section 20. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each apartment unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his apartment unit. The electricity serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common areas and facilities as a common expense.

ARTICLE VI

Mortgages

Section 1. Notice to Board of Directors. A unit owner who mortgages his apartment unit, shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors; the Board of Directors shall maintain such information in a book entitled "Mortgages of Apartment Units".

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of an apartment unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged apartment unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such apartment unit whose name and address has theretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each unit owner and each mortgagee of an apartment unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

Sales and Mortgages of Units

Section 1. No severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his apartment unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these By-Laws, the "Appurtenant Interests" shall mean, collectively, (i) the unit owner's undivided interest in the

common areas and facilities appurtenant to such unit; (ii) the interest of such unit owner in any apartment units theretofore acquired by the Board of Directors, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any apartment unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the apartment unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all apartment units.

Section 2. Sale to Board of Directors. A unit owner may, subject to mutual agreement of the parties, and subject to the provisions of Section 1 of this Article VII, sell his unit to the Board of Directors, or its designee; provided, however, that such purchase by the Board of Directors shall have the prior approval of two-thirds (2/3) of the unit owners, as expressed by the vote of at least two-thirds (2/3) in number and in common interest, of all unit owners, cast in person or by proxy in accordance with these By-Laws.

Section 3. Financing of Purchase of Apartment Units By Board of Directors. Acquisition of apartment units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each unit owner in proportion to his ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V, or the Board of Directors, in its discretion, may borrow money

to finance the acquisition of such apartment units, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the apartment unit, together with the Appurtenants Interests, so to be acquired by the Board of Directors.

Section 4. Gifts and Devises, etc. Any unit owner shall be free to convey or transfer his apartment unit by gift, or to devise his apartment unit by will, or to pass the same by intestacy, without restriction.

Section 5. Waiver of Right of Partition with Respect to Such Apartment Units as are Acquired by the Board of Directors, or its Designee, on Behalf of All Unit Owners as Tenants in Common.

In the event that an apartment unit shall be acquired by the Board of Directors, or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such apartment unit.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his apartment unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his apartment unit and until he shall have satisfied all unpaid liens against such apartment unit, except permitted mortgages. Notwithstanding the foregoing, a unit owner may convey or sell his apartment unit, subject to all other provisions of these By-Laws, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such apartment unit subject to all unpaid liens against same.

Section 7. Mortgage of Apartment Units. No unit owner shall mortgage his apartment unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender, or by a purchase money mortgage to the Sponsor. Any such mortgage shall be substantially in the form on file with the Board of Directors, except for such changes or additions as may be legally necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted in writing by the Board of Directors with the written

approval of those mortgagees holding mortgages constituting first liens upon six or more apartment units.

ARTICLE VIII

Condemnation

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to \$50,000.00 or less, and to the Insurance Trustee if such award amounts to more than \$50,000.00. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall arrange for the repair and restoration of such common areas and facilities, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the unit owners do not duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article V of these By-Laws.

ARTICLE IX

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Condominium, including a chronological listing of receipts

and expenditures, as well as a separate account for each apartment unit which, among other things, shall contain the amount of each assessment of common charges against such apartment unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Directors to all unit owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of apartment units who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors c/o the managing agent, or if there is no managing agent, to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time, by notice in writing to all unit owners and to all mortgagees of apartment units. All notices to any unit owner shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of apartment units, shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing to the Board of Directors. 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 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restrictions, 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 same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The Insurance Trustee shall be a bank (including a national banking association) qualified to do business in the Virgin Islands and designated by the Board of Directors. The Board of Directors shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Condominium.

ARTICLE XI

Amendment to By-Laws

Section 1. Amendments to By-Laws. Except as hereinafter provided otherwise, these By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose, but only with the written approval of those mortgagees holding mortgages constituting first liens upon six or more apart-

ment units. Section 1 of Article III, in so far as it provides that the Sponsor, so long as it is the owner of one or more apartment units, shall be entitled to elect at least one member of the Board of Directors, Section 8 of Article III, in so far as it provides that the Sponsor, so long as it is the owner of one or more apartment units, may vote the votes appurtenant thereto, Section 13 of Article V, in so far as it provides that the provisions of such section shall not apply to any apartment units owned by the Sponsor, and this Section 1 of Article XI, however, may not be amended without the consent in writing of the Sponsor, so long as the Sponsor shall be the owner of one or more apartment units.

ARTICLE XII

Execution of Instruments and Seal

Section 1. Execution of Instruments. All instruments of the Condominium shall be executed under seal by such officer or officers as the Board of Directors may designate, or as may be otherwise authorized.

Section 2. Seal. The seal of the Condominium shall be as follows:

ARTICLE XIII

Conflicts

Section 1. Conflicts. These By-Laws are set forth to comply with the provisions of Sections 917 and 918 of Chapter 33, Title 28, Virgin Islands Code. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT E
RULES AND REGULATIONS

for

COWPET BAY VILLAGE - STAGE TWO

PARCELS 8-1-4, 8-1-5 and 8-1-6
ESTATE NAZARETH, ST. THOMAS,
VIRGIN ISLANDS

1. The walkways, passages, stairways and entry bridges of the buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units.

2. No article shall be placed on any of the walkways, passages, stairways, entry bridges or roofs, nor shall the same be obstructed in any manner.

3. No walkways, passages, stairways or entry bridges of the buildings shall be decorated or furnished by any unit owner in any manner.

4. Each unit owner shall keep his apartment unit, balconies, or balcony and rear porch, to which he has sole access, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, any dirt or other substance.

5. No laundry, laundry lines, or other unsightly articles shall be placed on the balconies, rear porches or common areas and facilities.

6. No radio or television aerial shall be attached to or hung from the exterior of the buildings, balconies or porches, and no signs, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.

7. All radio, television or other electrical equipment of any kind or nature installed or used in each apartment unit shall fully comply with all rules, regulations, and requirements of the public authorities having jurisdiction, and the unit owner

alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's apartment unit.

8. No unit owner shall make or permit any disturbing noises in his apartment or within the common areas and facilities, or do, or permit anything to be done, therein which will interfere with the rights and reasonable comfort and convenience of other owners.

9. Water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in an apartment unit shall be repaired and paid for by the owner of such apartment unit.

10. No unit owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his apartment unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

11. No dogs, cats, birds or other pets shall be kept in the apartment units, or on the property, except with written permission of the Board of Directors.

12. No garbage or trash will be left or disposed of on or adjacent to the property.

13. No occupant of the building shall utilize any employee of the Condominium or of the Board of Directors or of the managing agent for any private business.

14. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such a manner as to impede or prevent ready movement

by another vehicle, nor shall it be parked in any parking place assigned to another unit.

15. The Board of Directors or the managing agent or the manager may from time to time curtail or relocate any space devoted to storage or service purposes in the buildings.

16. Any owner, member of his family, tenant or guest using the adjoining beach area to which the unit owners have use rights shall clean up the beach upon his departure and remove any trash or other articles for which he is responsible.

17. If any key or keys are entrusted by a unit owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Directors or of the managing agent, whether for such unit owner's apartment unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Directors nor the managing agent nor the manager shall be liable for injury, loss or damage or any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

18. Complaints regarding the operation of the Condominium or service of the buildings, grounds, etc., shall be made in writing to the Board of Directors or to the managing agent or to the manager.

RECEIVED

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OFFICE OF

THE
RECORDERS OFFICES

forwarded and entered in the Recorder's Book for the District of St. Thomas and St. John, Virgin Islands of the U. S. A. Protocol 11-B Page 33 Ord. No. 367. As noted in the Bond (Personal) Property Register for

Quarter, No. July - 21, Page 45.

THE RECORDER'S OFFICE,
St. Thomas

September 22, 1969

Elise Violet