

DECLARATION

PINEAPPLE VILLAGE CONDOMINIUM CORPORATION

Dated July 18, 1969

AMENDMENT TO DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF PARCEL 49-1, ESTATE FRYDENDAL,
NO. 4 EAST END QUARTER, ST. THOMAS, U.S. VIRGIN ISLANDS, AND
IMPROVEMENTS, LOCATED AND TO BE LOCATED THEREON,
PURSUANT TO CHAPTER 33, TITLE 28, VIRGIN ISLANDS CODE

(Filed by Pineapple Village Condominium Corp., and recorded with the
Recorder of Deeds at St. Thomas, Virgin Islands on July 22, 1969, Book 10-V,
page 128, No. 254)

Pursuant to the provisions of Section 15 of the Declaration above referred to, and upon
vote of more than 66 2/3% of the unit owners, and with the written consent of all mortgagees
who are the holders of mortgages comprising first liens on six or more units, the following
amendments to said Declaration were adopted:

Section 1. SUBMISSION OF PROPERTY. The paragraph on Page 2 of said
Declaration commencing with the words "Reserving, however . . .", is hereby amended to
provide as follows:

"Reserving, however, to Sponsor, its successors and assigns, a perpetual right
of use and easement over the area designated as "Easement 'A' on Parcel 49-1"
on P.W.D. B9-186-T68, dated April 19, 1968, for purposes of access to
adjacent land and for use of the sewer plant on said area for disposal of sewage,
for housing of pumps and equipment, and to use said area and sewage plant and
to enter thereon to collect trash and garbage, to install electric, water, sewer and
other utility lines, electric panels and other equipment and to conduct general
servicing and maintenance activities with relation to all of the foregoing,
provided, however, that Sponsor shall bear one-half (1/2) of the costs of
operating, maintaining and repairing said sewer plant."

Section 13. PERSON TO RECEIVE SERVICE is hereby amended to provide as
follows:

"James Pepperdine, residing at 28 Estate Frydendol, St. Thomas, Virgin
Islands, is hereby designated to receive notice of process in any action which
may be brought against the Condominium. In the absence of James
Pepperdine, notice of process in any action which may be brought against the
Condominium may be served on James Largan, whose address is Parcel 49-1
Estate Frydendal, St. Thomas, Virgin Islands."

The undersigned, being the duly elected, qualified and acting Secretary of Pineapple

Village Association does hereby certify that the foregoing amendments were approved at a meeting duly called for said purpose on September 27, 1971, by a vote of more than 66 2/3% of the unit owners and that the written consent to such amendments has been obtained from all mortgagees who are the holders of mortgages comprising first liens on six or more units, all as provided for in Section 15 of said Declaration.

Witnesses:

AMENDMENT TO DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF PARCEL 49-1, ESTATE FRYDENDAL,
NO. 4 EAST END QUARTER, ST. THOMAS, U.S. VIRGIN ISLANDS, AND
IMPROVEMENTS LOCATED, AND TO BE LOCATED, THEREON,
PURSUANT TO CHAPTER 33, TITLE 28, VIRGIN ISLANDS CODE

(Filed by Pineapple Village Condominium Corp., and recorded with the
Recorder of Deeds at St. Thomas, Virgin Islands on July 22, 1969, Book 10-V,
page 128, No. 254)

Pursuant to the provisions of Section 15 of the Declaration above referred to, and upon
vote of more than 66 2/3% of the unit owners, and with the written consent of all mortgagees
who are the holders of mortgages comprising first liens on six or more units, Section 1 of
said Declaration is hereby amended to eliminate therefrom in its entirety, the following
paragraph on page 3 thereof:

“(1) A perpetual non-exclusive easement and right of use over the area shown
on said P.W.D. B9-186-T68 as “Easement ‘A’ on Parcel No. 49” for
purposes of parking automobiles.”

and the easement and right of use referred to in said paragraph shall be void and of no further
force or effect.

The undersigned, being the duly elected, qualified and acting Secretary of Pineapple
Village Association does hereby certify that the foregoing amendment was approved at a
meeting duly called for said purpose on May 11, 1971, by a vote of more than 66 2/3% of the
unit owners and that the written consent to such amendment has been obtained from all
mortgagees who are the holders of mortgages comprising first liens on six or more units, all
provided for in Section 15 of said Declaration.

**ARTICLES OF INCORPORATION OF
PINEAPPLE VILLAGE CONDOMINIUM ASSOCIATION, INC.**

The undersigned, being desirous of forming a non-profit corporation under the provisions of Chapter 3, Title 13 of the Virgin Islands Code have united to engage in the purposes hereinafter set forth and **HEREBY CERTIFY:**

1. **NAME:** The name of the corporation is PINEAPPLE VILLAGE CONDOMINIUM ASSOCIATION, INC.

2. **PURPOSES:** The corporation is formed for the purposes of beautification, maintenance and improvement of the condominium known as “Pineapple Village” whose Declaration was recorded at the office of the Recorder of Deeds for the District of St. Thomas and St. John on July 22, 1969 at Book 10-V, Page 1238, as Document No. 254, as amended by an Amendment to Declaration recorded on July 28, 1971 at Book 12-Y, page 168 as Document No 1212 and further amended by an Amendment to Declaration recorded on December 30, 1971 at Book 13-G, page 246 as Document No. 1252; as it may be subsequently amended from time to time, and to carry on any appropriate activities in connection with the foregoing as to the Directors may seem proper, and to exercise all the rights and powers conferred on non-profit corporations by Chapter 3, Title 13, Virgin Islands Code and other applicable laws;

3. **PRINCIPAL OFFICE:** The principal place for transacting business will be at the condominium which is located at Parcel No. 49-1 Estate Frydendal, No. 4 East End Quarter, St. Thomas, Virgin Islands. This corporation is not organized for profit nor to engage in any business activity, and no

part of the net earnings thereof, if any, shall inure to the benefit of any private member or individual.

4. RESIDENT AGENT: Robert J. Murnan is the Resident Agent of the corporation and his address in St. Thomas, Virgin Islands is at 4-12 Estate Harmony, St. Thomas, Virgin Islands.
5. DURATION: The duration of the corporation shall commence upon the execution hereof and shall continue thereafter for one hundred (100) years or longer by the Subsequent Amendment of these Articles of Incorporation.
6. DEBT LIMIT: The highest amount of indebtedness to which the corporation shall at any time be subject shall be ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) or such larger amount as may be authorized by the Subsequent Amendment of these Articles of Incorporation.
7. DIRECTORS: The corporation shall be managed by the Board of Directors. The By-Laws shall set the number of directors, which shall not be less than three, and they shall be elected by the members at the annual meeting of members.
8. TERMS OF MEMBERSHIP AND ADMISSION: Any owner of a condominium unit of Pineapple Village, as more fully described at Article 2 above, may be admitted to membership in the corporation upon written application therefor to the Board of Directors. Membership shall be limited to current condominium unit owners only and shall automatically terminate upon the sale or transfer of all of a member's interest in the condominium. There shall be only one (1) member admitted for each condominium unit, and where a condominium is owned by more than one party or entity, they shall select one (1) person to apply for membership on behalf of the condominium unit.
9. AMENDMENT: Pursuant to Title 13 V.I.C. Section 492 (b), the article of incorporation may be amended when authorized by a vote of two-thirds of the members comprising the membership of this corporation, given at a meeting, or by the written consent of all the members without a meeting. Such amended articles shall be executed and acknowledged by the officer in whom the management of the affairs of the corporation is vested and shall be filed and indexed in the same place and

manner as the original articles. The articles of incorporation may also be amended as set forth at Article V of the corporation's By-Laws.

10. INDEMNIFICATION: Any person made a party to any action, suit or proceeding, by reason of the fact that he, his testator or intestate representative is or was a Director or Officer of the Association shall be indemnified by the Association against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceedings, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding, or in connection with any appeal therein that such Officer or Director is liable for willful misconduct in the performance of his duties. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which any Officer or Director may be entitled apart from the provisions of this Article.

11. INTERPRETATION: The purpose and powers contained in these Articles shall be deemed independent, each of the other, and no purpose or power is intended to limit or restrict any other purpose or power.

IN WITNESS WHEREOF, we, the incorporators, have hereunto subscribed our names this ___ day of _____, 1996.

NAME	RESIDENCE ADDRESS
_____	_____
_____	_____
_____	_____
_____	_____

TERRITORY OF THE U.S. VIRGIN ISLANDS)
) SS.:
DIVISION OF ST. THOMAS AND ST. JOHN)

On this the _____ day of _____, 1996, before me the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation and acknowledged that he/she executed the same for the purposes set forth therein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

TERRITORY OF THE U.S. VIRGIN ISLANDS)
) SS.:
DIVISION OF ST. THOMAS AND ST. JOHN)

On this the _____ day of _____, 1996, before me the undersigned officer, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation and acknowledged that he/she executed the same for the purposes set forth therein.

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DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PARCEL 49-1, ESTATE FRYDENDAL, NO. 4 EAST END QUARTER, ST. THOMAS, U.S. VIRGIN ISLANDS, AND IMPROVEMENTS LOCATED, AND TO BE LOCATED, THEREON, PURSUANT TO CHAPTER 33, TITLE 28, VIRGIN ISLANDS CODE.

* * * * *

PINEAPPLE VILLAGE CONDOMINIUM CORP., a corporation organized and existing under the laws of the Virgin Islands of the United States, whose address is P.O. Box 2516, St. Thomas, U.S. 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 building 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 that certain lot, piece or parcel of land situate, lying and being in St. Thomas, U.S. Virgin Islands and described as Parcel 49-1, Estate Frydendal, No. 4 East End Quarter, consisting of 8 U.S. acres, more or less, as shown on P.W.D. File No. B9-184-T68, dated April 10, 1968, by F. R. McCloskey, and more fully described as follows:

Starting at a concrete bound post which is on the southern edge of the public road leading to Coki Point and which is on the boundary of parcel No. 39, Estate Smith Bay and which bears S 88 degrees 47 minutes 25 seconds E and is distant 68.44 feet from bound post No. 1358, the line runs,

in a north-easterly direction along the edge of the public road on the arc of a curve of 958.00 feet radius a distance of 395.76 feet to a point and thence,

N 33 degrees 56 minutes 05 seconds E a distance of 111.13 feet along the edge of the public road to a point and thence,

in a north-easterly direction along the arc of a curve of 682.00 feet radius a distance of 75.39 feet to a point and thence,

in a north-easterly direction along the arc of a curve of 182.09 feet radius a distance of 18.89 feet to a point and thence,

S 01 degrees 12 minutes 35 seconds W a distance of 116.65 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 60.00 feet along parcel No. 49 to a point and thence,

N 01 degrees 12 minutes 35 seconds E a distance of 20.00 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 155.00 feet along parcel No 49 to a point and thence,

S 01 degrees 12 minutes 25 seconds E a distance of 155.00 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 160.00 feet along parcel No. 49 to a point and thence,

N 01 degrees 12 minutes 35 seconds E a distance of 47.00 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 147.58 feet along parcel No. 49 to a point and thence,

S 01 degrees 12 minutes 35 seconds W a distance of 40.00 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 147.33 feet along parcel No. 49 to a point and thence,

S 57 degrees 49 minutes 35 seconds E a distance of 29.15 feet along parcel No. 49 to a point and thence,

S 01 degrees 12 minutes 25 seconds W a distance of 99.47 feet along parcel No. 49 to a point and thence,

S 88 degrees 47 minutes 25 seconds E a distance of 127.58 feet along parcel No. 49 to a point and thence,

S 01 degrees 12 minutes 35 seconds W a distance of 227.58 feet along parcel No. 49 to a point and thence,

N 88 degrees 47 minutes 25 seconds W a distance of 1214.75 feet along parcel No. 39, Estate Smith Bay, to a concrete bound post which is the point of starting.

Reserving, however, to Sponsor, its successors and assigns, a perpetual right of use and easement

over the area designated as "Easement 'A' on Parcel 49-1" on P.W.D. B9-186-T68, dated April 19, 1968, for purposes of access to adjacent land and for use of the sewer plant on said area for disposal of sewage, for storage of wet and dry garbage, for storage of garden and other tools, for housing of pumps and equipment, and to use said area and sewage plant and to enter thereon to collect trash and garbage, to install electric, water, sewer and other utility lines, electric panels and other equipment, to conduct gardening and plant propagation activities (including the construction of lath houses, potting sheds, etc.) And to conduct general servicing and maintenance activities with relation to all of the foregoing, provided, however, that Sponsor shall bear one-half (1/2) of the costs of operating, maintaining and repairing said sewer plant.

Reserving, Further, to Sponsor, its successors and assigns, the perpetual right to enter on said property hereby submitted to use, service, repair, maintain, replace and enlarge any and all water, sewage, power and other utility lines and equipment situated on said property.

TOGETHER with all of the appurtenances and all improvements, easements and rights-of-way applicable to said premises, and including, without limitation, the following:

- (1) A perpetual non-exclusive easement and right of use over the area shown on said P.W.D. B9-186-T68 as "Easement 'A' on Parcel No. 49" for purposes of parking automobiles.
 - (2) A perpetual non-exclusive easement and right of use over the area shown on said P.W.D. B9-186-T68 as "Easement 'B' on Parcel No. 49" for purposes of parking automobiles and access to such parking area.
 - (3) A perpetual non-exclusive easement and right of use over the area shown on said P.W.D. B9-186-T68 as "Easement 'C' on Parcel No. 49" for purposes of access to the beach area shown thereon and use of said beach area exclusively for purposes of sunbathing and swimming; provided, however, that no structures, furniture or equipment of any kind shall be placed on such beach area, that such access way and beach area shall be used only by unit owners and their guests or lessees actually occupying their units, and that no boats, floats or rafts may be moored or anchored on or adjacent to said beach area.
2. AREA OF LAND. The Land has an area of approximately 8.0 acres.
 3. BUILDINGS. The Condominium will be composed of ten (10) residential buildings situated on the property above described.

The residential buildings will have one story with no basements.

Each of the ten (10) residential buildings will contain four (4) apartment units for a total of forty (40) apartments units in all residential buildings.

The construction will be of concrete block bearing (party) walls spanned by wood beams and plywood roof sheathing with a concrete slab on grade for the first floor. The roofing will be a combination of wood shingles on the sloping areas and neoprene hypalon plastic on the flat sections. The exterior walls will be largely plastered concrete block, wood louvers and sliding glass doors.

There will be a parking area providing space for 138 cars. Water will be supplied from cisterns to be located beneath each building. Sewage disposal will be by use of a sewage disposal plant to be located on premises at the southwestern corner of the property.

4. NAME OF CONDOMINIUM. This Condominium shall be known as "Pineapple Village" and the Condominium Association, having duly incorporated as a Virgin Islands non-profit corporation, shall be known as Pineapple Village Condominium Association, Inc.
5. UNITS. Annexed hereto and made part hereof as Schedule A is a list of all units in the Buildings, their unit designations, locations, approximate areas, number of rooms, and the percentage of undivided interest of each unit and its owner in the common areas and facilities for all purposes, including voting and sharing common expenses.
6. DIMENSIONS OF UNITS. Each three bedroom unit consists of the area measured horizontally from the unit side of the block work of the exterior walls of the buildings and patios to the unit side of the block work of the walls and partitions separating such unit from other units, to the side of the block work of such walls and partitions facing such units, but including entrance doors and gates and their hardware; vertically each unit consist of the space between the underside of the ceiling to and including the underside of the bottom slab of the cistern, or (where no cistern exists) to the bottom of the floor slab, soil, paving and/or landscaping in garden patios, and further including any footings, grade beams and pile foundation underneath any of the foregoing.

Each two bedroom unit shall consist of the same areas as the three bedroom units as above defined, and shall include the land area occupied by Bedroom No. 3 of the three bedroom units (as shown on plans and specifications of Kramer & Kramer Architects, Box 2208, St. Thomas, of Pineapple Village Condominium, Floor Plan, drawing number A 2c, dated August 27, 1968); provided, however, that the owner of any two bedroom unit may only use said land area for the construction of a third bedroom (which shall be constructed in accordance with the plans and specifications of Kramer & Kramer, dated August 27, 1968, and referred to above, for Bedroom No. 3) provided, further, that the owner of any two bedroom unit shall have the right to use a portion of the common area in connection with such construction, which area shall be comparable to and not in excess of the portion of the common area occupied by three bedroom units in connection with their Bedroom No. 3, as shown on the plans and specifications referred to above.

Within the areas above described, each unit also consists of all utility lines, including water, sewage, electric, telephone and other utility lines, subject to an easement in favor or all other unit owners for purposes of servicing such lines.

7. **USE OF UNITS.** Each of the units shall be used as a single family residence only, except that if so desired by the Owner thereof, rooms in a unit may be used as hotel rooms from time to time.
8. **COMMON AREAS AND FACILITIES.** The common areas and facilities consist of the entire Property, including all parts of the Buildings other than the units, and including, without limitation, the following:
 - (a) The land comprising the property, other than the land included in the units as defined in Paragraph 6 above;
 - (b) All exterior walls of the Buildings, not including the portions thereof on the unit side of the block work of such walls; and the block work of such walls; the block work of all walls and partitions separating units and containing block work; all ceilings;
 - (c) Roofs, and entrances to and exits from the Buildings exclusive of entrance doors and gates and their hardware;
 - (d) All recreational or community facilities, and other areas used in connection therewith, and all parking and driveway areas;
 - (e) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water (including all pipes, ducts, wire, cables and conduits used in connection therewith, and all other mechanical equipment spaces;
 - (f) All tanks, pumps, motors, fans, compressors and control equipment not included within the units;
 - (g) All utility lines, including water, sewage, electric, telephone, and other utility lines, other than those included in the units as defined in Paragraph 6 above;
 - (h) 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. There are no limited areas in the common areas and facilities.
9. **VALUE OF THE PROPERTY AND OF EACH APARTMENT.** The value of the property is Two Million Six Hundred Twenty-Four Thousand Dollars (\$2,624,000.00) (inclusive of the value of the interest in common areas and facilities). The value of each apartment (inclusive of the value of the interest in common areas and facilities) is Sixty Five Thousand, Six Hundred Dollars (\$65,600.00).
10. **ENCROACHMENTS.** If any portion of the common areas and facilities now 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 Buildings, a valid easement for the encroachment and for the maintenance of the same so long as the Buildings stand, shall exist. In the event the Buildings, the unit, any adjoining unit, or any adjoining common areas and facilities 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 Buildings shall stand.

11. **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 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 or their gardens or patios 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. The Board of Directors shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common areas and facilities contained therein or elsewhere in the Buildings.
12. **ACQUISITION OF UNITS BY BOARD OF DIRECTORS.** In the event any unit shall surrender his unit, together with: (i) the undivided interest in 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 the Appurtenant Interests, pursuant to Section 2 of Article VII of the By-Laws, or in the event the Board of Directors 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 by 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.
13. **PERSON TO RECEIVE SERVICE.** Robert J. Murnan whose address is 4-12 Estate Harmony, St. Thomas, U.S. Virgin Islands is hereby designated to receive notice of process in any action which may be brought against the Condominium.
14. **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 this 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 interests, 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.

15. **AMENDMENT OF DECLARATION.** The percentage of votes by the unit owners by which this Declaration may be amended shall be at least 66 2/3%, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. No such Amendment shall be effective until recorded in the Office of the Recorder of Deeds for the District of St. Thomas and St. John.
16. **VOTING PERCENTAGE AS TO RE-BUILDING, REPAIRING, ETC.** The percentage of votes by the unit owners which shall be determinative of whether to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property shall be 75%.
17. **BY-LAWS.** Annexed hereto is a true copy of the By-Laws 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.
18. **INVALIDITY.** The invalidity of any provisions of this Declaration shall not be deemed to impair or affect in any manner the validity, enforce-ability 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.
19. **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.
20. **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.
21. **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.

SCHEDULE A

<u>UNIT DESIGNATION (Apt. No.)</u>	<u>LOCATION</u>	<u>APPROX. AREA in Sq. Ft.</u>	<u>PERCENTAGE OF UNDIVIDED INTEREST IN COMMON AREAS AND FACILITIES APPERTAINING TO EACH APT. FOR ALL PURPOSES INCL. VOTING AND SHARING COMMON EXP.</u>
A1	Bldg. A	3249 Sq. Ft.	2.5
A2	"	"	"
A3	"	"	"
A4	"	"	"
B1	Bldg. B	"	"
B2	"	"	"
B3	"	"	"
B4	"	"	"
C1	Bldg. C	"	"
C2	"	"	"
C3	"	"	"
C4	"	"	"
D1	Bldg. D	"	"
D2	"	"	"
D3	"	"	"
D4	"	"	"
E1	Bldg. E	"	"
E2	"	"	"
E3	"	"	"
E4	"	"	"
F1	Bldg. F	"	"
F2	"	"	"
F3	"	"	"
F4	"	"	"
G1	Bldg. G	"	"
G2	"	"	"
G3	"	"	"
G4	"	"	"
H1	Bldg. H	"	"
H2	"	"	"
H3	"	"	"
H4	"	"	"
I1	Bldg. I	"	"
I2	"	"	"
I3	"	"	"
I4	"	"	"
J1	Bldg. J	"	"
J2	"	"	"
J3	"	"	"
J4	"	"	"

All of the units have access to the common areas consisting of the recreational and community facilities, areas used in connection therewith and parking and driveway areas.