

EXHIBIT 1

St. C Funds

Cash Basis

Total Hurricane Funds Received	\$5,710,906.95
Less Commission	<u>-\$571,090.71</u>
Actual Hurricane Funds for Repairs	\$5,139,816.24

Less Hurricane Monies Spent on Hurricane Expenses	
2018 (Per Jackie's Notes)	-\$445,187.35
2019	-\$761,799.71
2020	-\$334,208.56
1/1/2021-3/31/2021	<u>-\$74,182.10</u>
Total Spent	-\$1,615,377.72

Hurricane Funds Loaned for Insurance (as voted by BOD)	-\$300,735.20
--	---------------

Hurricane Funds Not Spent as of 3/31/22	<u>\$3,223,703.32</u>
--	------------------------------

Not Including Account Equity (Reserve 3025/3095) Funds

	As Of	
	12/31/2017	3/31/2022
Money in Bank	\$341,200.45	\$2,127,435.24
Actual Funds Available	\$341,200.45	\$2,127,435.24
Less Hurricane Funds Not Spent		<u>-\$3,223,703.32</u>
Deficit		<u>-\$1,096,268.08</u>

Including Equity (Reserve 3025/3095) Funds Shown on Balance Sheet

	As Of	
	12/31/2017	3/31/2022
Money in Bank	\$341,200.45	\$2,127,435.24
Less Equity (Reserve 3025/3095) As Shown on Balance Sheet	<u>-\$457,151.00</u>	<u>-\$457,151.00</u>
Actual Funds Available	-\$115,950.55	\$1,670,284.24
Less Hurricane Funds Not Spent		<u>-\$3,223,703.32</u>
Deficit		<u>-\$1,553,419.08</u>

EXHIBIT 2

**PETITION FOR SPECIAL MEETING
ASSOCIATION OF ST. C CONDOMINIUM OWNERS**

The undersigned members of the Association of St. C Condominium's hereby petition the Board of Directors to set the earliest reasonable date, time and place for a special membership meeting for the purpose of removing the current President, Roy Megnin and the Treasurer, Victoria Rundberg-Rivera.

The Home Owners of the Association of St. C Condominium feel that the current President and Treasurer have been negligent in their fiduciary responsibilities by not employing proper accounting controls which lead to the approximately \$100,000 embezzlement. They have failed to act with a duty of care, loyalty and in good faith. They have violated the U.S. Virgin Islands local laws under 28 V.I.C. Section 919 of Chapter 33 by not providing an Annual audit by an independent auditor since 2014. They have ignored the Virgin Islands Condominium Act, Article XIV, Conflict of Interest Policy. The Home Owners also feel that the President and Treasurer has not been transparent in the management of association funds.

Signature and Date Signed:

Sharon Pierre 2/12/18
Date

Print Name and Address:

Sharon Pierre
4200 Est. St. John #4336
Christiansted, VI 00820

Mia L. Parnat 2/12/18
Date

Mia L. PARNAT
4200 Estate St. John #4340
Christiansted, VI 00820

[Signature] 2/12/18
Date

Joe L. SAIDAWA Jr.
4200 Estate Saint John #4338
C'sted V.I. 00820

Anne Marie Medina 2/12/18
Date

ANNE MARIE MEDINA
Condo # 337, 4200 Est. St. John
C'sted, 00820

**PETITION FOR SPECIAL MEETING
ASSOCIATION OF ST. C CONDOMINIUM OWNERS**

The undersigned members of the Association of St. C Condominium's hereby petition the Board of Directors to set the earliest reasonable date, time and place for a special membership meeting for the purpose of removing the current President, Roy Megnin and the Treasurer, Victoria Rundberg-Rivera.

The Home Owners of the Association of St. C Condominium feel that the current President and Treasurer have been negligent in their fiduciary responsibilities by not employing proper accounting controls which lead to the approximately \$100,000 embezzlement. They have failed to act with a duty of care, loyalty and in good faith. They have violated the U.S. Virgin Islands local laws under 28 V.I.C. Section 919 of Chapter 33 by not providing an Annual audit by an independent auditor since 2014. They have ignored the Virgin Islands Condominium Act, Article XIV, Conflict of Interest Policy. The Home Owners also feel that the President and Treasurer has not been transparent in the management of association funds.

Signature and Date Signed:

Print Name and Address:

Maria R. Guadalupe-Thomas
Date

02/12/2018 Maria R. Guadalupe-Thomas

4200 Estate St. John #236

Christiansted, V.I. 00820

Diana Robinson
#202 12 Feb. 2018 Date

4200 Est. St. John #4302

Christiansted, V.I. 00820

Diana Robinson
#302 12 Feb 2018 Date

4200 Est. St. John #4302

Christiansted, V.I. 00820

Date

**PETITION FOR SPECIAL MEETING
ASSOCIATION OF ST. C CONDOMINIUM OWNERS**

The undersigned members of the Association of St. C Condominium's hereby petition the Board of Directors to set the earliest reasonable date, time and place for a special membership meeting for the purpose of removing the current President, Roy Megnin and the Treasurer, Victoria Rundberg-Rivera.

The Home Owners of the Association of St. C Condominium feel that the current President and Treasurer have been negligent in their fiduciary responsibilities by not employing proper accounting controls which lead to the approximately \$100,000 embezzlement. They have failed to act with a duty of care, loyalty and in good faith. They have violated the U.S. Virgin Islands local laws under 28 V.I.C. Section 919 of Chapter 33 by not providing an Annual audit by an independent auditor since 2014. They have ignored the Virgin Islands Condominium Act, Article XIV, Conflict of Interest Policy. The Home Owners also feel that the President and Treasurer has not been transparent in the management of association funds.

Signature and Date Signed:

Eurkres Y. Rallings 2/12/18
Date

Jackie Joseph 2/13/2018
Date

Print Name and Address:

EURKRES Y. RALLINGS
4200 Est. St. John, #237
Christiansted, VI 00820

JACKIE JOSEPH
4200 EST. ST. JOHN #341

Date

Date

EXHIBIT 3



Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491

Tel: 340-718-6341 • Fax: 340-718-1633

www.stccondo.com

manager@stccondo.com or office@stccondo.com

FINANCE COMMITTEE MEETING

DATE: Thursday, August 09, 2018

TIME: 6:00 P.M.

Attendees: Anne Marie Medina, Karen Rasmussen, Marjorie Robbins, Roy Megnin, Sharone Pierre (By Phone) Jackie Joseph

Absentees: Eurkres Rallings, President, Vera Baquet, Victoria (Vicki) Rundberg-Rivera

The Finance Committee Meeting was called to order at 6:05 P.M, and a roll call was taken.

Since this was the first meeting of the year, there were no minutes presented for approval.

The committee turned to the agenda items for discussion.

- Reviewed the goals of the committee, as attached.
- Investment options were discussed regarding transferring of some of the hurricane funds from the banks to investment corporate accounts. Sharone suggested investing in Charles Schwab CDs with different maturity dates, in several banks. This would meet the FDIC limits of \$250,000 without any risks. These will be non-managed, non-fee-based accounts. Anne Marie also suggested looking into T D Ameritrade.
- Delinquent Accounts Receivable were discussed next. As of July 31, 2018, the total delinquencies were \$383,680. The committee recommends to the board that units in arears should not be provided with new hurricane shutters or sliders, unless their mortgage lenders agree to pay the cost; additionally, during a storm they should be protected with plywood.
- Financial Reports---Roy suggested the Hurricane Maria Profit & Loss be reported as Other Income (Loss) below the line, and not be included in the Operating Budget. The committee agreed to this reporting.
- Petty Cash Limit and Internal Controls—The intent is to eliminate having too much cash in the office. Karen Rasmussen recommended a Prepaid Debit Card with a limit to be set by the board of directors. Karen will review further options.

As there was no further business for discussion, the meeting was adjourned at 8:00 PM.

EXHIBIT 4

Treasurer's Report on Hurricane Funds

Board Meeting on March 10, 2021

Dear Members of the Board and Owners,

I am pleased to submit a final reporting of the Hurricane Maria Funds effective March 2018 when the first Hurricane Maria payment of \$1,2 million was received. This reporting is through the period January 31, 2021.

For my last three-year tenure as treasurer, working retroactively starting fiscal year 2016, the following have been completed and ready for audit.

- ❖ All of the bank accounts have been reconciled, Depreciation schedules and other audit schedules have been reconciled to the Financial Statements through December 31, 2020.
- ❖ Hurricane Maria Bank Accounts have been reconciled and balanced through January 31, 2021, and every transaction, including funds transferred to the operating account can be traced accordingly. Please see the attached reports, which are also available for scrutiny at the STC office by ALL owners.
- ❖ The Balance Sheet Cash-Accounts for the Hurricane Funds are, First Bank Account # 1040, Bank of St Croix, Account #1250, and Banco Popular-CD for \$225,000.
- ❖ Again, the attached Reports show the details of how ALL of the Insurance proceeds are accounted for. It was necessary to transfer funds between banks, mainly because there were no checks for these two accounts. Eventually, it was determined that it was best to have checks for the Bank of St Croix account. Since First Bank Account #1040 was set up as a Reserve Account, the board will have to continue with the inter-bank transfers when necessary.
- ❖ As a reminder, the Association paid 10% or \$571,091 commission to Alex N. Sill Company, the Hurricane Maria Public Adjusters.

Thank you for putting your trust in me over the years. I am confident you will be in good hands going forward.

Respectfully submitted,

ASSOCIATION OF STC CONDOMINIUM OWNERS			
HURRICANE FUNDS- Bank Reconciliation			
Account#1040 and ACCOUNT#1250		AT-A-GLANCE CONSOLIDATED	
As of January 31, 2021			
To Open Special Hurricane Account			\$ 1,000.00
HURRICANE MARIA PROCEEDS		BANK OF ST CROIX	\$ 2,989,093.05
HURRICANE MARIA PROCEEDS		FIRST BANK	\$ 2,721,813.90
Alex N Sill Company		Less Public Adjuster's Commission	10% (571,090.71)
		Net Proceeds for Operations	\$ 5,140,816.24
Alex N Sill Company		Funds Paid from Operating Accou	CHK#9331 201,090.70
For Owners Reimbursements		Transfer To Reimburse for sliders-Operating (57,039.90)	
OWNERS REIMBURSEMENTS		(144,906.67)	
BANCO POPULAR		OPENED A CD	(225,000.00)
Funds Transfers for Purchases		To Operating Account	(1,140,000.00)
Certified Check to WAPA		Due to Operating Account	(21,215.00)
Funds Transferred-IN to pay Property Insurance		Loan Payment #1 Deposit	11/17/2020 37,450.00
Funds Transferred to pay-Eddie's Glass		To Operating Account-Check#1066	
IWD Windows & Doors, FL		Hurricane Shutters	(173,000.00)
DAN ZEBROSKI'S CONTRACT		SHUTTERS/Restaurant Windows	(149,762.35)
DION CONSTRUCTION		CISTERN & RESERVOIR	(41,770.88)
Funds Transferred to pay-Eddie's Glass		To Operating Account-Check#106	5/18/2019 (100,000.00)
Eddie's Contract		Bed Windows/Sliders	(268,662.76)
HOME DEPOT		Exterior Closet Doors	(21,786.16)
Atlantic Industries		Exterior Closet Swing-Doors	(32,143.30)
		Replacing Steps/ Labor	(123,994.00)
Marshall & Sterling Insurance		Quote No.346643-30% Down pay	Renewal 2018 (154,827.22)
Marshall & Sterling Insurance		Property Ins-Board Approved	Renewal 2019 (454,298.44)
Marshall & Sterling Insurance		Property Ins-Board Approved	Renewal 2020 (449,429.00)
Pro-Touch Painting		Roof Resurfacing & External Paint	Contract (217,437.76)
Valmeg LLC -Puerto Rico		Windows-Bath/Dining/Kitchen	(65,500.00)
NORMA-H		Freight	(2,462.05)
ST C CONTRACT WORKERS		Door Installation/Painting	(23,831.50)
Interest Income on Funds		First Bank Account # 1040	14,399.63
Bank Charges		Bank Of St Croix	(197.54)
Actual Hurricane Maria Fund Balance		For Future Repairs & Maintenance	\$ 1,526,492
Beginning Balance-Account #1040		PRE HURRICANE MARIA	\$ 80,920.37
Bank Balances as of January 31, 2021			\$ 1,607,412
**Note: \$225,000 invested		Certificate Of Deposit-Banco Popular	
Hurricane Fund Balance			\$ 1,607,412.41
Prepared By: Jackie Joseph Jackie Joseph		Approved By: Jackie Joseph	
Beginning Balance-Account #1040		PRE HURRICANE MARIA	\$ (80,920.37)
CONFIDENTIAL - NOT FOR DISTRIBUTION			

HURRICANE MARIA FUNDS
FIRST BANK ACCT#1040

[illegible]

Prepared By: Jackie Joseph, Treasurer

CONFIDENTIAL - NOT FOR DISTRIBUTION

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146



1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

01/31/21

00002204 MFBPRV0201210159590V 1 000000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

253-MAXIMIZER SAVINGS

0* 7245088433

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
1,243,833.87	1	105.64	0	.00	.00	1,243,939.51

INTEREST EARNED THIS PERIOD	105.64
ANNUAL PERCENTAGE YIELD EARNED	0.10%
DAYS IN PERIOD	31
YTD INTEREST PAID	105.64
YTD TAX WITHHELD	.00
AVERAGE BALANCE	1,243,833.87

SAVINGS ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

01/29 105.64 INTEREST PAID

*** * * * * OVERDRAFT AND RETURN ITEMS FEES SUMMARY * * * * ***

TOTAL OVERDRAFT FEES/ THIS PERIOD	0.00
TOTAL OVERDRAFT FEES/ YEAR TO DATE	0.00
TOTAL OVERDRAFT FEES/ PREVIOUS YEAR	0.00

TOTAL RETURN ITEMS FEES/THIS PERIOD	0.00
TOTAL RETURN ITEMS FEES/YEAR TO DATE	0.00
TOTAL RETURN ITEMS FEES/PREVIOUS YEAR	0.00

*** * * * * DAILY BALANCE INFORMATION * * * * ***

DATE.....BALANCE	DATE.....BALANCE	DATE.....BALANCE
12/31 1,243,833.87	01/29 1,243,939.51	

IF YOU FORGOT OR WANT TO CHANGE YOUR VISA DEBIT PIN
CALL US AND SELECT THE PIN OF YOUR PREFERENCE.
ITS EASY. CALL TODAY 787.725.2511 OR 1.866.695.2511.

2020 CHECKING YEAR TO DATE INTEREST PAID 5,047.08

CONFIDENTIAL - NOT FOR DISTRIBUTION

00002204 2204 0000 0000 MFBPRV0201210159590V.01.1

Note	Type	Date	Memo	Amount	Balance	REF
					80,920.37	
	Deposit	01/31/2018	Interest	24.05	80,944.42	
	Deposit	02/28/2018	Interest	21.73	80,966.15	
	Deposit	03/31/2018	Interest	24.07	80,990.22	
	Deposit	04/30/2018	Interest	23.30	81,013.52	
	Deposit	05/31/2018	Interest	24.08	81,037.60	
	Deposit	06/29/2018	Interest	23.31	81,060.91	
Hurricane Proceeds	Deposit	07/16/2018	Deposit	810,906.95	891,967.86	
Hurricane Proceeds	Deposit	07/26/2018	Deposit	1,200,000.00	2,091,967.86	
	Deposit	07/29/2018	Interest	156.00	2,092,123.86	
For Public Adjuster Commis	Transfer	08/01/2018	Funds Transfer from	-300,000.00	1,792,123.86	A
	Deposit	08/31/2018	Interest	532.73	1,792,656.59	
	Deposit	09/30/2018	Interest	515.70	1,793,172.29	
To Operating Account	Transfer	10/17/2018	Funds Transfer	-250,000.00	1,543,172.29	B
	Deposit	10/31/2018	Interest	497.08	1,543,669.37	
To Operating Account	Transfer	11/20/2018	Funds Transfer	-100,000.00	1,443,669.37	C
Hurricane Proceeds	Deposit	11/26/2018	Deposit	710,906.95	2,154,576.32	
	Deposit	11/30/2018	Interest	453.98	2,155,030.30	
	Deposit	12/31/2018	Interest	640.60	2,155,670.90	
	Deposit	01/31/2019	Interest	640.80	2,156,311.70	
	Deposit	02/28/2019	Interest	578.95	2,156,890.65	
	Transfer	03/07/2019	Funds Transfer	-40,000.00	2,116,890.65	D
	Transfer	03/13/2019	Funds Transfer Auth	-130,000.00	1,986,890.65	E
	Transfer	03/28/2019	Funds Transfer	-120,000.00	1,866,890.65	F
	Transfer	05/02/2019	Funds Transfer	-50,000.00	1,816,890.65	G
	Deposit	05/31/2019	Interest	1,681.41	1,818,572.06	
	Transfer	06/11/2019	Funds Transfer 1040	-50,000.00	1,768,572.06	H
Funds Transfer to cover Hu	Transfer	06/18/2019	Funds Transfer to co	-100,000.00	1,668,572.06	I
	Bill Pmt -Ch	06/21/2019	Money Order/Bounce	-21,200.39	1,647,371.67	
	Check	06/21/2019	706804 Fee - Certific	-15.00	1,647,356.67	
	Deposit	06/28/2019	Interest	499.54	1,647,856.21	
	Deposit	07/31/2019	Interest	489.84	1,648,346.05	
	Deposit	08/31/2019	Interest	489.99	1,648,836.04	
	Deposit	09/30/2019	Deposit	474.32	1,649,310.36	
	Deposit	10/31/2019	Deposit	490.27	1,649,800.63	
	Deposit	11/29/2019	Deposit	474.60	1,650,275.23	
	Deposit	12/31/2019	Deposit	490.56	1,650,765.79	
	Deposit	01/31/2020	Deposit	489.37	1,651,255.16	
	Deposit	02/29/2020	Deposit	457.93	1,651,713.09	
	Deposit	03/31/2020	Deposit	489.65	1,652,202.74	
	Deposit	04/30/2020	Deposit	473.99	1,652,676.73	
	Deposit	05/29/2020	Deposit	489.93	1,653,166.66	
	Deposit	06/30/2020	Deposit	474.27	1,653,640.93	
	Deposit	07/31/2020	Deposit	490.22	1,654,131.15	
	Transfer	08/13/2020	Funds Transfer to co	-449,429.00	1,204,702.15	
	Deposit	08/31/2020	Deposit	413.00	1,205,115.15	
	Check	09/08/2020	Repay Insurance Loa	37,450.00	1,242,565.15	
	Deposit	09/09/2020	To Adjust Loan Paym	-37,450.00	1,205,115.15	
	Deposit	09/30/2020	Deposit	345.73	1,205,460.88	
	Deposit	10/30/2020	Deposit	357.36	1,205,818.24	
	Check	11/17/2020	Repay Insurance Loa	37,450.00	1,243,268.24	
	Deposit	11/30/2020	Deposit	349.87	1,243,618.11	
	Deposit	12/31/2020	Deposit	215.76	1,243,833.87	
	Deposit	01/29/2021	Deposit	105.64	1,243,939.51	
				1,163,019.14	1,243,939.51	
			TOTAL	1,163,019.14	1,243,939.51	

7241182036

1 First Bank

Together we are one

STATEMENT OF ACCOUNT

STATEMENT DATE

08/31/18

S-05100

THE ASSOCIATION OF ST C CONDOMINIUM

205-COMMERCIAL CHECKING

4200 ESTATE SAINT JOHN

CHRISTIANSTED VI 00820-4420

67* 7241182036

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
153,385.15	13	390772.58	71	332090.55	58.75	212,008.43

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

08/01	300,000.00	DEPOSIT
08/03	2,376.00	POS-4493414870
08/08	19,805.58✓	DEPOSIT
08/08	11,384.00✓	DEPOSIT
08/10	658.00✓	POS-4493414870
08/16	2,450.00✓	POS-4493414870
08/20	16,502.00✓	POS-4493414870
08/21	18,732.00✓	POS-4493414870
08/22	2,032.00✓	POS-4493414870
08/23	15,492.00✓	DEPOSIT
08/24	925.00✓	POS-4493414870
08/29	391.00✓	DEPOSIT
08/31	25.00✓	POS-4493414870

CHECKS

DATE....CHECK NO.....AMOUNT

DATE....CHECK NO.....AMOUNT

08/01	9305	75.00✓
08/30	9313*	533.32✓
08/08	9327*	490.19✓
08/21	9328	351.00✓
08/14	9329	1,690.99✓
08/06	9331*	201,090.70✓
08/07	9332	25.85✓
08/09	9333	164.00✓
08/08	9334	960.00✓
08/07	9335	199.00✓
08/09	9336	15.00✓
08/13	9337	329.90✓
08/08	9338	1,498.66✓
08/07	9339	18,750.98✓
08/10	9340	40,896.77✓
08/07	9342*	630.00✓
08/13	9343	55.58✓
08/03	9344	650.00✓
08/09	9347*	4,050.24✓

08/03	9348	447.84✓
08/09	9349	390.00✓
08/13	9350	2,026.00✓
08/17	9351	420.00✓
08/08	9352	691.57✓
08/07	9354*	1,015.26✓
08/13	9355	863.95✓
08/07	9356	971.75✓
08/08	9357	788.60✓
08/08	9358	1,128.12✓
08/07	9360*	981.85✓
08/07	9361	646.69✓
08/07	9362	719.20✓
08/09	9363	1,212.64✓
08/09	9364	1,901.38✓
08/21	9365	351.00✓
08/07	9366	769.35✓
08/09	9368*	775.74✓
08/22	9369	233.99✓

FirstBank Virgin Islands is a division of FirstBank Puerto Rico

Notice: See last page for important information.
Use the last page of this form to reconcile
your statement.

* TO PAY PUBLIC ADJUSTER COMMISSION

CONFIDENTIAL - NOT FOR DISTRIBUTION

FirstBank certifies that these images are legitimate and exact copies of your checks or other items processed in this statement.

CHECK IMAGES

9305

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Tarnisha USVI \$ 75.00

Seventy Five and 00/100

Tarnisha USVI
6300 Suite 1
Estate Pkwy Road
Csted, VI 00820

Bank Pondera de PR
+011000111
78779-0482

Check: 9305 Amount: \$75.00 Date: 08/01/2018

9348

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Visa Telephone \$ 447.84

Four Hundred Forty Seven and 04/100

YSA
4000 Coast Diamond
Christianstedt, VI 00820-4430

Bank Pondera de PR
+011000111
78779-0482

Check: 9348 Amount: \$447.84 Date: 08/03/2018

9344

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Orlando Ortiz \$ 650.00

Six Hundred Fifty and 00/100

Orlando Ortiz

Bank Pondera de PR
+011000111
78779-0482

Check: 9344 Amount: \$650.00 Date: 08/03/2018

9331

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Alex N. Company \$ 201,090.70

Two Hundred One Thousand Ninety and 70/100

Alex N. Company
9900 Lombardo Center, Suite 100
Cleveland, OH 44131

For Deposit Only - JPMc

PAY TO THE ORDER OF
BANK ONE
FOR DEPOSIT ONLY
ALEX N. SUI COMPANY
80465584

PUBLIC ADJUSTER COMMISSION

Check: 9331 Amount: \$201,090.70 Date: 08/06/2018

9342

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Other Estimating of St. Croix, Inc. \$ 630.00

Six Hundred Thirty and 00/100

Other Estimating of St. Croix, Inc.
P.O. Box 787
Christianstedt, St. Croix
Virgin Islands, 00821-4787

Bank Pondera de PR
+011000111
78779-0482

Check: 9342 Amount: \$630.00 Date: 08/07/2018

9339

ASSOCIATION OF ST. C. CORDONADO OWNERS
400 ESTATE ST. 2ND
CHRISTIANSTEDT, VI 00820
PHONE: 340 718-0241

Pay to the Order of: Marshall & Sterling Insurance \$ 18,750.98

Eighteen Thousand Seven Hundred Fifty and 98/100

Marshall & Sterling Insurance
6011 Andrew Way
Galveston Bay
Christianstedt, VI 00820

Bank Pondera de PR
+011000111
78779-0482

Check: 9339 Amount: \$18,750.98 Date: 08/07/2018

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

10/31/18

205-COMMERCIAL CHECKING

85* 7241182036

00000015 MFBPRV1101180937560V 10 00000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
132,507.85	11	336266.00	92	188337.59	66.75	280,369.51

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

10/10	12,600.00✓	DEPOSIT
10/10	8,949.00✓	DEPOSIT
10/10	1,788.00✓	POS-4493414870
10/15	600.00✓	POS-4493414870
10/16	10,574.00✓	DEPOSIT
10/17	250,000.00✓	DEPOSIT TRFR - B
10/18	2,400.00✓	POS-4493414870
10/25	31,548.00✓	POS-4493414870
10/30	1,200.00✓	POS-4493414870
10/31	16,007.00 77	DEPOSIT
10/31	600.00 ST	CREDIT MEMO ADJUSTMENT

CHECKS

DATE....CHECK NO.....AMOUNT

10/02	9381	75.00
10/01	9539*	171.50
10/01	9567*	15.00
10/09	9568	200.00
10/01	9569	230.00
10/04	9570	69.00
10/01	9571	630.00
10/02	9572	100.99
10/03	9573	159.50
10/05	9575*	86.25
10/01	9576	133.15
10/03	9578*	31,410.01
10/02	9579	691.57
10/02	9581*	975.47✓
10/02	9582	1,015.26✓
10/15	9583	864.21✓
10/02	9584	1,067.88✓
10/03	9585	778.01✓
10/03	9586	1,138.99✓
10/02	9588*	1,105.37✓
10/02	9589	906.82✓

DATE....CHECK NO.....AMOUNT

10/15	9590	719.20✓
10/11	9591	1,205.56✓
10/30	9592	980.38✓
10/05	9593	1,530.37✓
10/02	9594	1,444.38✓
10/19	9595	980.39✓
10/11	9596	164.00✓
10/09	9597	4,125.00✓
10/10	9598	40,896.77✓
10/12	9599	351.00✓
10/03	9601*	705.71✓
10/15	9603*	81.30✓
10/18	9604	295.00✓
10/11	9605	1,980.00✓
10/16	9606	191.69✓
10/15	9607	520.00✓
10/16	9608	29.95✓
10/15	9609	199.00✓
10/15	9610	232.26✓
10/11	9611	97.37✓
10/12	9612	375.00✓

CONFIDENTIAL - NOT FOR DISTRIBUTION

00000015 1101180937560V 10 00000000

7241182036

1 First Bank

Together we are one

STATEMENT OF ACCOUNT

STATEMENT DATE

11/30/18

S-06399

THE ASSOCIATION OF ST C CONDOMINIUM

205-COMMERCIAL CHECKING

4200 ESTATE SAINT JOHN

CHRISTIANSTED VI 00820-4420

65* 7241182036

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
280,369.51	16	168219.00	72	330958.15	59.25	117,571.11

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

11/05	600.00	POS-4493414870
11/07	600.00	POS-4493414870
11/09	14,515.00 ✓	DEPOSIT
11/09	3,050.00	DEPOSIT
11/09	1,230.00	POS-4493414870
11/14	45.00	POS-4493414870
11/16	32,148.00	POS-4493414870
11/16	7,916.00	DEPOSIT
11/16	240.00	DEPOSIT
11/20	100,000.00 ✓	DEPOSIT TRFR - C
11/20	4,250.00	DEPOSIT
11/20	600.00	POS-4493414870
11/23	25.00	POS-4493414870
11/27	600.00	POS-4493414870
11/29	1,800.00	POS-4493414870
11/30	600.00	POS-4493414870

CHECKS

DATE....CHECK NO.....AMOUNT

DATE....CHECK NO.....AMOUNT

11/27	9517	193.94	11/14	9671	199.00
11/27	9545*	252.11	11/15	9672	15.00
11/19	9577*	375.00	11/14	9673	68.50
11/27	9580*	387.87	11/13	9674	74.58
11/27	9619*	465.45	11/19	9675	75.00
11/05	9623*	971.75	11/09	9677*	2,460.00
11/05	9652*	6,930.06	11/14	9681*	628.94
11/27	9654*	387.87	11/13	9683*	787.56
11/08	9657*	864.23	11/13	9684	1,015.26
11/09	9664*	1,209.59	11/14	9685	864.23
11/13	9665	392.15	11/16	9687*	799.18
11/01	9666	1,901.38	11/14	9688	1,128.13
11/13	9667	178.80	11/13	9689	780.74
11/09	9668	351.00	11/13	9690	946.44
11/14	9669	200,000.00 C	11/13	9691	857.20
11/14	9670	191.97	11/13	9692	719.19

FirstBank Virgin Islands is a division of FirstBank Puerto Rico

Notice: See last page for important information.
Use the last page of this form to reconcile
your statement.

C Pay-off INSURANCE PREMIUM

CONFIDENTIAL - NOT FOR DISTRIBUTION

FirstBank certifies that these images are legitimate and exact copies of your checks or other items processed in this statement.

CHECK IMAGES (Continued)

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/13/2018

PAY TO THE ORDER OF Flary Modaris \$1,128.13

One Thousand One Hundred Twenty-Eight and 13/100

Flary Modaris
P.O. Box 6391
Christiansburg, VA 00022

MEMO Pay Period: 10/28/2018 - 11/11/2018

#009568# 42216728514 724-1-182036#

Check 9688 Amount \$1,128.13 Date: 11/14/2018

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/14/2018

PAY TO THE ORDER OF Ocean Systems Laboratory \$68.50

Sixty-Eight and 50/100

Ocean Systems Laboratory, Inc.
8104 Estate Parkway
St. Thomas, VI 00002

MEMO Water testing

#009573# 42216728514 724-1-182036#

Check 9673 Amount \$68.50 Date: 11/14/2018

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/14/2018

PAY TO THE ORDER OF AT & T Mobility \$191.97

One Hundred Ninety-One and 97/100

AT & T Mobility
PO Box 5483
Carol Stream, IL 60115-6483

MEMO 28725419670

#009570# 42216728514 724-1-182036#

Check 9670 Amount \$191.97 Date: 11/14/2018

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/14/2018

PAY TO THE ORDER OF Master-Risk \$200,000.00

Two Hundred Thousand and 00/100

610 Main Street
Poughkeepsie, NY 12601

MEMO MRI-171463

#009557# 42216728514 724-1-182036#

Check 9669 Amount \$200,000.00 Date: 11/14/2018

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/13/2018

PAY TO THE ORDER OF Broadband VI \$199.00

One Hundred Ninety-Nine and 00/100

Broadband VI LLC
P.O. Box 28254
Christiansburg, VA 00024

MEMO Wireless service

#009574# 42216728514 724-1-182036#

Check 9671 Amount \$199.00 Date: 11/14/2018

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
C/O ESTATE OF JOHN CHRISTIAN LISA 00202
PHONE: (340) 718-8241

11/13/2018

PAY TO THE ORDER OF Arnold Canal \$628.94

Six Hundred Twenty-Eight and 94/100

PO BOX 5149
P.O. Box 5149
Fredericksburg, VA 00001

MEMO Pay Period: 10/28/2018 - 11/11/2018

#009583# 42216728514 724-1-182036#

Check 9681 Amount \$628.94 Date: 11/14/2018

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

03/31/19

205-COMMERCIAL CHECKING

78* 7241182036

00000026 MFBPRV0401190701390V 9 000000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
69,510.71	16	371083.91	83	293741.54	60.75	146,792.33

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

03/05	1,816.00	POS-4493414870
03/06	11,458.00	DEPOSIT
03/06	4,266.00	DEPOSIT
03/06	1,850.00	DEPOSIT
03/07	40,000.00	DEPOSIT <i>TRFED</i>
03/08	30.00	POS-4493414870
03/13	130,000.00	DEPOSIT <i>E</i>
03/15	36,680.00	POS-4493414870
03/15	10,982.72	DEPOSIT
03/15	600.00	DEPOSIT
03/18	25.00	POS-4493414870
03/22	11,062.22	DEPOSIT
03/22	193.00	DEPOSIT
03/26	2,090.97	DEPOSIT
03/28	120,000.00	DEPOSIT <i>F</i>
03/29	30.00	POS-4493414870

CHECKS

DATE....CHECK NO.....AMOUNT

03/01	9936	4,290.46
03/04	9940*	4,290.46
03/01	9953*	2,485.00
03/07	9968*	2,912.40
03/01	9987*	200.00
03/11	9988	451.50
03/05	9989	438.32
03/05	9990	68.50
03/01	9991	55.90
03/05	9992	630.00
03/06	9993	38.43
03/12	9994	15.00
03/01	9995	2,460.00
03/05	9996	20,632.74
03/05	9997	3,188.40
03/04	9998	5,000.00

DATE....CHECK NO.....AMOUNT

03/07	9999	4,023.00
03/05	10001*	1,150.59
03/06	10002	387.87
03/05	10003	1,325.20
03/07	10004	910.58
03/05	10005	1,012.26
03/05	10006	973.75
03/05	10007	932.53
03/05	10009*	659.14
03/06	10010	962.76
03/18	10012*	1,105.62
03/12	10013	980.40
03/13	10015*	9,472.60
03/06	10017*	360.26
03/06	10018	1,024.06
03/06	10019	300.00

CONFIDENTIAL - NOT FOR DISTRIBUTION

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

05/31/19

205-COMMERCIAL CHECKING

69* 7241182036

00004269 MFBPRV0603190739450V 8 00000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
21,592.21	25	263684.54	79	204244.58	68.25	80,963.92

CHECKING ACCOUNT TRANSACTIONS
DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

05/02 50,000.00 ✓
05/02 2,268.40 ✓
05/03 10,266.00 ✓
05/03 1,858.00 ✓
05/03 1,200.00 ✓
05/03 103.00 ✓
05/03 25.00 ✓
05/06 600.00 ✓
05/08 100,000.00 ✓
05/08 600.00 ✓
05/09 7,256.00 ✓
05/10 1,208.00 ✓
05/14 6,024.00 ✓
05/14 1,326.00 ✓
05/15 31,982.00 ✓
05/16 608.00 ✓
05/20 1,208.00 ✓
05/24 3,066.00 ✓
05/24 1,200.00 ✓
05/24 151.28 ✓
05/28 1,800.00 ✓
05/31 4,250.00 ✓
05/31 600.00 ✓
05/02 21,006.61 ✓
05/10 15,078.25 ✓

DEPOSIT — TRR — G
DEPOSIT — Home Depot Refund To Steve
DEPOSIT
DEPOSIT
DEPOSIT
DEPOSIT
DEPOSIT
POSSETT341487 —
DEPOSIT — From Bank of STX
POSSETT341487 —
DEPOSIT
POSSETT341487 —
DEPOSIT
POSSETT341487 —
POSSETT341487 —
POSSETT341487 —
POSSETT341487 —
DEPOSIT
DEPOSIT
DEPOSIT — APR — DIT
DEPOSIT
DEPOSIT
POSSETT341487
ITEM RETURNED UNPAID
ITEM RETURNED UNPAID

Bounced Checks

CHECKS

DATE....CHECK NO.....AMOUNT

05/06 10137 200.00
05/02 10138 566.86
05/01 10145* 65.10
05/01 10146 21,006.61
05/03 10147 15.00
05/07 10148 467.71
05/07 10149 4,154.36

DATE....CHECK NO.....AMOUNT

05/01 10150 45.90
05/01 10151 528.00
05/03 10154* 731.59
05/01 10158* 526.39
05/03 10159 1,462.12
05/01 10160 1,837.80
05/02 10164* 932.53

CONFIDENTIAL - NOT FOR DISTRIBUTION

00004269-8665-0001-0008-MFBPRV0603190739450V-01-L

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

06/30/19

205-COMMERCIAL CHECKING

49* 7241182036

00000323 MFBPRV0701190718330V 6 00000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
80,963.92	23	224710.00	53	109712.06	58.00	195,903.86

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

06/04	600.00 α	DEPOSIT
06/06	α 7,258.00 $\rightarrow$	DEPOSIT
06/06	2,450.00 α	DEPOSIT
06/06	1,200.00 α	DEPOSIT
06/06	122.00 α	DEPOSIT
06/06	75.00 α	DEPOSIT
06/10	9,666.00 α	DEPOSIT
06/10	600.00 α	DEPOSIT
06/10	608.00 α	POSSETT341487
06/11	α 2,400.00 α	DEPOSIT
06/11	α 600.00 α	POSSETT341487
06/12	α 50,000.00 α	DEPOSIT $\rightarrow$ TRFR - H
06/14	α 600.00 α	POSSETT341487
06/17	α 6,262.00 α	DEPOSIT
06/18	100,000.00 α	DEPOSIT $\rightarrow$ TRFR - I
06/18	α 1,248.00 α	DEPOSIT
06/18	α 350.00 α	DEPOSIT
06/18	α 2,400.00 α	POSSETT341487
06/19	α 1,200.00 α	POSSETT341487
06/20	α 32,488.00 α $\rightarrow$	POSSETT341487
06/26	925.00 α	POSSETT341487
06/28	3,058.00 α	DEPOSIT
06/28	600.00 α	DEPOSIT

CHECKS

DATE....CHECK NO.....AMOUNT

06/04	10178	580.00
06/14	10226*	960.00
06/13	10228*	16,553.01
06/17	10229	30.00
06/17	10230	8,900.00
06/14	10232*	68.50
06/13	10233	99.22
06/14	10234	1,357.96
06/13	10235	2,174.49

DATE....CHECK NO.....AMOUNT

06/19	10236	1,666.00
06/14	10237	630.00
06/11	10238	1,108.56
06/12	10239	434.05
06/12	10240	1,056.12
06/11	10241	728.40
06/11	10242	1,012.26
06/11	10243	973.75
06/11	10244	1,033.20

CONFIDENTIAL - NOT FOR DISTRIBUTION

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

received
9/14/20

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

08/31/20

00002875 MFBPRV0901200159590V 7 000000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

205-COMMERCIAL CHECKING

57* 7241182036

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
186,734.46	18	534736.50	62	515112.35	57.50	206,301.11

CHECKING ACCOUNT TRANSACTIONS
DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

08/03	658.00 ✓	POSSETT341487
08/04	5,166.00 ✓	DEPOSIT
08/04	3,040.00 ✓	DEPOSIT
08/04	650.00 ✓	POSSETT341487
08/05	3,100.00 ✓	POSSETT341487
08/07	5,883.00 ✓	DEPOSIT
08/07	660.00 ✓	POSSETT341487
08/10	1,300.00 ✓	POSSETT341487
08/11	5,950.00 ✓	DEPOSIT
08/14	449,429.00 ✓	DEPOSIT — TRANSFER - IN FOR INSURANCE
08/14	7,090.00 ✓	DEPOSIT
08/14	695.00 ✓	POSSETT341487
08/17	2,608.00 ✓	POSSETT341487
08/18	7,378.00 ✓	DEPOSIT
08/19	33,888.00 ✓	POSSETT341487 13,040 + 20848
08/26	5,108.00 ✓	DEPOSIT — → ???
08/26	158.50 ✓	DEPOSIT
08/27	1,975.00 ✓	POSSETT341487

CHECKS

DATE....CHECK NO.....AMOUNT

08/03	11293	66.00
08/04	11305*	59.61
08/13	11308*	812.35
08/06	11311*	500.00
08/10	11312	195.00
08/05	11313	175.98
08/04	11314	705.00
08/06	11315	1,832.00
08/04	11316	990.00
08/12	11317	49.43 ✓
08/10	11318	199.00 ✓
08/04	11319	1,220.00 ✓
08/21	11320	79.00 ✓
08/05	11321	470.00 ✓

DATE....CHECK NO.....AMOUNT

08/10	11322	86.53 ✓
08/11	11323	462.20 ✓
08/10	11324	4,270.22 ✓
08/10	11325	264.06 ✓
08/06	11326	1,780.92 ✓
08/04	11328*	1,476.26 ✓
08/04	11331*	1,417.23 ✓
08/05	11332	935.44 ✓
08/07	11333	424.81 ✓
08/04	11334	1,176.05 ✓
08/05	11335	1,034.20 ✓
08/05	11336	1,357.63 ✓
08/04	11337	247.71 ✓
08/04	11338	1,788.24 ✓

CONFIDENTIAL - NOT FOR DISTRIBUTION

00002875-5568-0001-00007-MFBPRV0901200159590V-01-L

Association of St. C Condominium Owners
Reconciliation Of Fund Account#1250

					To Open Hurricane Settlement Acct	\$ 1,000.00	
03/07/18			Deposit		4570 - Hurricane Proceeds	1,200,000.00	
10/26/18			Deposit		4570 - Hurricane Proceeds	1,789,093.05	\$2,989,093.05
02/14/19		For Owners Reimbursements	Transfer To Reimburse for sliders-Operating		1030 - Capital Improvement	(57,039.90)	#1
12/31/18		Owners Reimbursements	PHASE 2		1710 - Capital Improvement	(27,652.91)	
12/31/19		Owners Reimbursements	PHASE 3		1710 - Capital Improvement	(53,204.01)	
12/31/20		Owners Reimbursements	PHASE 4		1710 - Capital Improvement	(49,243.60)	
1/31/21		Owners Reimbursements	PHASE 5		1710 - Capital Improvement	(14,806.15)	
03/20/18	1003	Alex N. Sill Company	Adjustor's Commission		5538 - Commission - Adjuster	(20,000.00)	
03/20/18	98	Alex N. Sill Company	Adjustor's Commission		5538 - Commission - Adjuster	(100,000.00)	
10/26/18	1022	Alex N. Sill Company	Adjustor's Commission		2000 - Accounts Payable	(178,909.31)	
11/29/18	1040	Alex N. Sill Company	Adjustor's Commission		5538 - Commission - Adjuster	(71,090.70)	
					Total Commission-Adjuster-10%		\$ (370,000.01)
06/06/18		First Bank check#9331	Alex N. Sill Company		Total Commission-Adjuster-Other Acct		\$ (201,090.70)
11/13/18	1025		Established CD Reserve for Insurance Funds		1255 - Banco Popular - CD Insurance	(225,000.00)	
07/10/19	DM	Bank Charge/Wire Fee			5530 - Bank Charges	(197.54)	
06/04/18	1008	IWD Window & Doors Corp	Inv. No.:214 - Expedited Shipping		6630 - Hurricane - Windows/Shutters	(3,000.00)	
07/02/18	2-WIRE	IWD Window & Doors Corp	IWD-Hurricane Shutters		6635 - Hurricane Maria Repairs	(170,000.00)	
03/20/18	448757	Dan Zebroski Inc \$12,415.2	Hurricane Maria Shutter Restaurant		6630 - Hurricane - Windows/Shutters	(40,838.20)	
06/18/18	1009	Dan Zebroski	Hurricane Shutters & Windows		6635 - Hurricane Maria Repairs	(10,000.00)	
08/01/18	1018	Dan Zebroski	#348701 - Delivery of Shutters & Windows		6635 - Hurricane Maria Repairs	(16,207.95)	
10/16/18 To 2/4/19	448752	Dan Zebroski	Contract payments		Hurricane Shutters/	(71,292.20)	
01/15/19		Dan Zebroski	Final Payment for the Restaurant		Windows/Shutters	(11,424.00)	
12/19/18	1055	Dion Construction	Invoice No.:0109 - Cistern & Reservoir Pymt		6630 - Cistern Cleaning	(41,770.88)	
05/08/19	1086	Issued to the Association	Transfer To Pay Eddie's Glass		1030 - First Bank-Checking	(100,000.00)	#2
1/14/2019		Eddie's Glass Services	Inv. No.:8056 - 41 Sliders - 50% Down, Mobilizat			(87,015.42)	
08/21/19	1161	Eddie's Glass Services	Transfer to Operating Account to Pay Eddie's		Deposits to First Bank	(35,643.47)	#3
9/3/19 -10/07/19		Eddie's Glass Services	Inv. No.:8056 - 41 Sliders - 50% Down, Mobilizat			(35,418.34)	
1/1/20-12/3/20		Eddie's Glass Services	Bed-Windows & Slider Installation			(110,587.53)	
11/20/18	1036	Franklin Carpentry, LLC	Replacing Steps		6635 - Hurricane Maria Repairs	(80,000.00)	
07/15/19	1086	Franklin Carpentry, LLC	Labor/Debris Removal			(63,994.00)	
09/12/18	1019	Home Depot*	Exterior Closet Doors - Common Area		6210 - BLDG Repairs & Maint	(11,225.42)	
01/18/19	1059	Home Depot*	Exterior Closet Doors - Common Area		6210 - BLDG Repairs & Maint	(10,560.74)	
01/18/19	1060	Atlantic Industries	QTY20 (Closet doorswood-swing door)		6210 - BLDG Repairs & Maint	(18,367.60)	
01/09/20	1198	Atlantic Industries	QTY20 (Closet doorswood-swing door)		6210 - BLDG Repairs & Maint	(13,775.70)	
07/10/18	1015	Marshall & Sterling Insurance	Quote No.:346643 - 30% downpayment		1430 - Insurance-Borrowed	(154,627.22)	
08/21/19	1163	Marshall & Sterling Insurance	Premium -2019-Board Approved		1430 - Insurance-Borrowed	(454,298.44)	
3/27/18 To 7/3/18	Various	Pro-Touch Painting*	Roof Resurfacing & Exterior Painting		Contract	(217,437.78)	
03/02/20	1208	Valmeg LLC	Purchase windows - LW-VG4-04-36-WP for bedroom, kitchen and dining room			(32,750.00)	
06/19/20	1232	Valmeg LLC	Purchase windows - LW-VG4-04-36-WP for bedroom, kitchen and dining room			(32,750.00)	
06/30/20		NORMA H	FREIGHT			(2,462.05)	
3/3/20-3/24/20			Contract Labor	Doors/Installation		(23,831.50)	
					BANK BALANCE 1/31/2021	\$ 363,472.51	



Prepared By Jackie Joseph, Treasurer

BANK OF ST CROIX
ACCT # 1250

CONFIDENTIAL - NOT FOR DISTRIBUTION

ST. CROIX COND. ASSN.
ACCT#1250

RETURN SERVICE REQUESTED

>000817 5945150 0001 092763 10Z

received
01/21/21

00126103
HSP 91

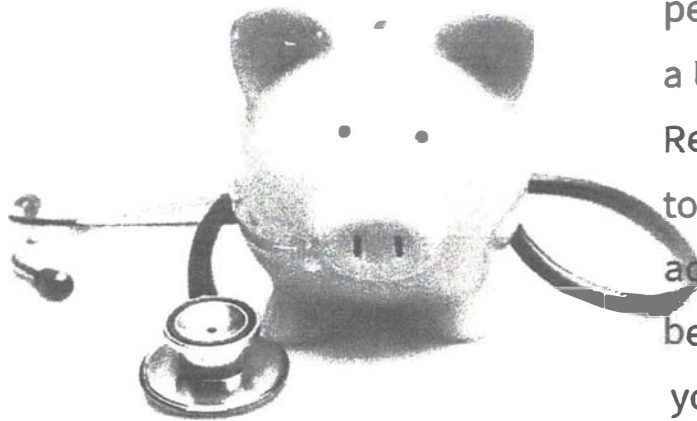
THE ASSOC OF ST C CONDO INC
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-5157

Managing Your Accounts

 Phone Number 844-379-9938
 Branch Address PO Box 24240
Christiansted, VI 00824-0240
 Online Banking www.bankofstcroix.com



As we enter a new year, it is a perfect time to perform an account checkup. Please contact a United Fidelity Bank Customer Service Representative at your local banking center to verify your current phone number, mailing address, and email address. The process will be brief and enable us to always provide you the very best customer service experience.



Summary of Accounts

Access your account balances, view your account transactions, transfer funds between accounts, wire transfer funds, pay bills online and much more. With Access Anytime online banking, your bank is always open. Check it out today by visiting www.bankofstcroix.com or calling 1-844-381-2265.

Account Type	Account Number	Ending Balance
(12) COMMERCIAL CHECKING	XXXXXX2715	\$363,472.51

(12) COMMERCIAL CHECKING-XXXXXX2715

Account Summary

Date	Description	Amount
01/01/2021	Beginning Balance	\$378,278.66
	0 Deposits/Credits This Period	\$0.00
	6 Withdrawals/Debits This Period	\$14,806.15
01/29/2021	Ending Balance	\$363,472.51

Checks Cleared

Check Nbr	Date	Amount	Check Nbr	Date	Amount	Check Nbr	Date	Amount
1245	01/26/2021	\$1,438.30	1246	01/29/2021	\$2,403.00	1247	01/25/2021	\$4,971.35



www.bankofstcroix.com



CONFIDENTIAL - NOT FOR DISTRIBUTION

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

02/28/19

205-COMMERCIAL CHECKING

76* 7241182036

00000017 MFBPRV0301190727030V 9 00000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
101,741.00	13	125955.44	81	158123.23	62.50	69,510.71

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

1
02/07 9,950.00 ✓ DEPOSIT
02/08 1,265.00 ✓ POS-4493414870
02/14 57,039.90 ✓ DEPOSIT
02/14 600.00 ✓ POS-4493414870
02/15 32,464.00 BB POS-4493414870
02/15 10,108.00 ✓ DEPOSIT
02/15 2,408.00 ✓ DEPOSIT
02/15 595.00 ✓ DEPOSIT
02/26 10,346.54 ✓ DEPOSIT
02/26 850.00 ✓ DEPOSIT
02/26 229.00 ✓ DEPOSIT
02/26 75.00 - DEPOSIT UNDEPOSITED
02/28 25.00 POS-4493414870 ??

TRANSFER IN TO Remittance

CHECKS

DATE....CHECK NO.....AMOUNT

02/04 9888 387.87 ✓
02/07 9890* 68.50 ✓
02/08 9891 400.00 ✓
02/05 9892 1,210.00 ✓
02/05 9895* 630.00 ✓
02/19 9896 15.00 ✓
02/06 9898* 2,460.00 ✓
02/07 9899 435.00 ✓
02/08 9900 483.27 ✓
02/08 9901 4,125.30 ✓
02/06 9902 22,726.95 ✓
02/07 9903 1,318.95 ✓
02/05 9904 338.46 ✓
02/04 9906* 2,242.96 ✓
02/06 9907 799.35 ✓
02/06 9908 387.87 ✓
02/07 9909 976.46 ✓
02/05 9910 961.35 ✓
02/05 9911 1,116.43 ✓

DATE....CHECK NO.....AMOUNT

02/06 9912 705.73 ✓
02/06 9913 1,113.98 ✓
02/05 9914 755.61 ✓
02/05 9915 834.46 ✓
02/05 9916 897.75 ✓
02/06 9917 980.39 ✓
02/06 9918 1,906.38 ✓
02/11 9919 10,643.60 ✓
02/06 9920 515.00 ✓
02/05 9921 216.72 ✓
02/08 9922 665.00 ✓
02/25 9931* 4,290.46 ✓
02/25 9934* 4,290.46 ✓
02/26 9935 4,290.46 ✓
02/22 9937* 4,290.46 ✓
02/25 9938 4,290.46 ✓
02/25 9942* 824.05 ✓
02/19 9943 595.87 ✓
02/26 9944 96.96 ✓

CONFIDENTIAL - NOT FOR DISTRIBUTION

00000017 145 0001 0000 MFBPRV0301190727030V 04 1

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

05/31/19

205-COMMERCIAL CHECKING

69* 7241182036

00004269 MFBPRV0603190739450V 8 00000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
21,592.21	25	263684.54	79	204244.58	68.25	80,963.92

CHECKING ACCOUNT TRANSACTIONS
DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

05/02 50,000.00 ✓
05/02 2,268.40 ✓
05/03 10,266.00 ✓
05/03 1,858.00 ✓
05/03 1,200.00 ✓
05/03 103.00 ✓
05/03 25.00 ✓
05/06 600.00 ✓
2 05/08 100,000.00 ✓
05/08 600.00 ✓
05/09 7,256.00 ✓
05/10 1,208.00 ✓
05/14 6,024.00 ✓
05/14 1,326.00 ✓
05/15 31,982.00 ✓
05/16 608.00 ✓
05/20 1,208.00 ✓
05/24 3,066.00 ✓
05/24 1,200.00 ✓
05/24 151.28 ✓
05/28 1,800.00 ✓
05/31 4,250.00 ✓
05/31 600.00 ✓
05/02 21,006.61 ✓
05/10 15,078.25 ✓

DEPOSIT — TRFR — G
DEPOSIT — From Bank of Steve
DEPOSIT
DEPOSIT
DEPOSIT
DEPOSIT
DEPOSIT
POSSETT341487 — From Bank of ST CROIX
DEPOSIT —
POSSETT341487 —
DEPOSIT
POSSETT341487 —
DEPOSIT
POSSETT341487 —
POSSETT341487 —
POSSETT341487 —
POSSETT341487 —
DEPOSIT
DEPOSIT
DEPOSIT — AR — DIT
DEPOSIT
DEPOSIT
POSSETT341487
ITEM RETURNED UNPAID
ITEM RETURNED UNPAID > Bounced Checks

CHECKS

DATE....CHECK NO.....AMOUNT

05/06 10137 200.00
05/02 10138 566.86
05/01 10145* 65.10
05/01 10146 21,006.61
05/03 10147 15.00
05/07 10148 467.71
05/07 10149 4,154.36

DATE....CHECK NO.....AMOUNT

05/01 10150 45.90
05/01 10151 630.00
05/03 10154* 731.59
05/01 10158* 526.39
05/03 10159 1,462.12
05/01 10160 1,037.80
05/02 10164* 932.53

CONFIDENTIAL - NOT FOR DISTRIBUTION

After Five Days Return To:
PO Box 9146
San Juan PR 00908-0146,

1 First Bank

STATEMENT OF ACCOUNT

STATEMENT DATE

08/31/19

205-COMMERCIAL CHECKING

81* 7241182036

00000014 MFBPRV0902190832100V 9 0100000000



THE ASSOCIATION OF ST C CONDOMINIUM
4200 ESTATE SAINT JOHN
CHRISTIANSTED VI 00820-4420

BEGINNING BALANCE	DEPOSITS / OTHER CREDITS		CHECKS / OTHER DEBITS		SERVICE CHARGES	ENDING BALANCE
	NUMBER	AMOUNT CREDITED	NUMBER	AMOUNT DEBITED		
152,346.12	19	119148.23	85	142191.14	66.00	129,237.21

CHECKING ACCOUNT TRANSACTIONS

DEPOSITS AND OTHER CREDITS

DATE.....AMOUNT.....DESCRIPTION

08/02	3,650.00✓	DEPOSIT
08/02	110.00✓	DEPOSIT
08/05	3,027.82✓	POSSETT341487
08/05	2,700.00✓	POSSETT341487
08/06	16,530.88✓	DEPOSIT
08/06	1,216.00✓	POSSETT341487
08/07	250.00✓	POSSETT341487
08/09	4,258.00✓	DEPOSIT
08/13	3,624.00✓	DEPOSIT
08/15	1,800.00✓	POSSETT341487
08/16	2,774.00✓	DEPOSIT
08/16	18,048.00✓	POSSETT341487
08/20	6,059.45✓	DEPOSIT
08/22	35,643.47✓	DEPOSIT → TRFR from BANK of STX
08/22	600.00✓	DEPOSIT
08/23	1,208.00✓	POSSETT341487
08/26	2,465.35✓	DEPOSIT
08/26	14,542.26✓	POSSETT341487
08/30	641.00✓	POSSETT341487

#3

CHECKS

DATE....CHECK NO.....AMOUNT

08/06	10286	152.50
08/06	10298*	165.00
08/27	10340*	1,058.67
08/05	10346*	847.48
08/01	10351*	133.52
08/01	10352	1,139.67
08/01	10353	310.67
08/14	10355*	2,760.11
08/21	10356	475.22
08/12	10358*	790.00
08/05	10359	520.00
08/08	10360	254.15
08/07	10361	139.00

DATE....CHECK NO.....AMOUNT

08/12	10362	15.00
08/06	10363	915.00
08/07	10364	68.50
08/07	10365	672.48
08/08	10366	522.50
08/06	10367	630.00
08/06	10369*	1,531.20
08/07	10370	764.62✓
08/07	10372*	934.44✓
08/12	10373	254.89✓
08/06	10374	603.64✓
08/06	10376*	1,039.63✓
08/07	10377	1,033.20✓

July

CONFIDENTIAL - NOT FOR DISTRIBUTION

EXHIBIT 5

Association of St. C Condominium Owners

2019 ANNUAL TREASURER'S REPORT February 27, 2019

I am pleased to report that the 2018 Financial Reports are in good order. The Annual Meeting Package includes the approved 2019 budget, Profit and Loss statements for Operating Accounts and Hurricane Maria Accounts, for the period January 2018 through December 31, 2018. A Balance Sheet is also included as of December 31, 2018.

Kindly note that the financial reports are subject to audit adjustments, however no irregularities are expected since the Bank Reconciliations have been completed and reviewed through December 31, 2018. Additionally, better internal controls and oversight are now in place.

BALANCE SHEET:

The Balance Sheet reflects a year end cash balance of \$4,206,135. \$312,705 for Regular Operations and CD-Reserves, for future repairs and insurance deductibles.

Hurricane Maria Funds: Acct#1040	\$2,074,610
Acct#1250	\$1,593,820
Acct#1255	225,000
Balance	<u>\$3,893,430</u>

Total Hurricane Proceed-\$5,710.907; Public Adjuster Commission was \$571,091 or 10%.

Net Hurricane Proceeds- \$5,139,816. Hurricane Profit & Loss Statement attached.

Audit

- **Forensic Audit:** Based on the investigation, it was discovered that \$110,507 was misappropriated funds against the owners' credit cards. Some Owners' checks were electronically deposited to a designated bank account, not belonging to the Association. Home Depot and AT&T charges were deducted on a monthly basis and was never detected for a 1 ½ year, according to the Forensic Auditor. A loss of \$11,472 was also incurred due to failure to file and pay payroll taxes. The total loss was \$121,979, of which \$110,507 was paid by the insurance company.
- **Annual Audit:** The last audit conducted for the Association was Fiscal Year 2015. The 2018 board of directors was responsible for signing off on the 2015 audit, after a final review was requested, since we could not verify the numbers. The auditing firm of Bert Smith & Company, Certified Public Accountants, was slow to respond, but eventually the 2016 Engagement Letter was received.

Notes:

INSURANCE

General Property and Liability Insurance, including Directors & Officers coverage increased over the prior year by \$568,315 versus \$167,056 in 2017. According to the insurance companies, the rates are expected to remain the same in 2019-2020 renewal.

Property Liability premium was \$516,091, of which \$361,263 .47 was financed for 9 months at 4.5%, and interest of \$6,807.46.

The down payment of \$154,827 was borrowed from the Hurricane Maria funds.

After making three (3) monthly payments of \$40,896.77, the board later decided to borrow an additional \$200,000 to pay off the remaining balance on the loan, which also resulted in a savings in Interest expense.

Reason for borrowing from the funds:

Due to Hurricanes Maria and Irma in the Territory, the rise in premium is considered an Unusual and Extraordinary occurrence, therefore the board made a "good faith" decision to borrow from itself, interest free.

Further, the board did not believe that it was the right time to place a financial stress on the owners by levying a "Special Assessment" and raising the fees to cover the increase in Insurance costs.

Owners' Reimbursements for the following as of January 2019:

- o Hurricane Shutters \$30,083,
- o Sliders \$57,040

A very special thank you to the following Finance Committee members for your knowledge and expertise on all financial matters.

Anne Marie Medina, Eurkres Rallings, President, Marjorie Robbins, Vice President, Karen Rasmussen, Sharone Pierre, Vera Baquet, Vicki Rivera.

Submitted by: ___Jackie Joseph_____, Treasurer

EXHIBIT 6



Jessica Hodge <jahodge427@gmail.com>

STC UPDATED CORP RESOLUTION

Jackie Joseph <jpaulet74@gmail.com>

Tue, May 5, 2020 at 9:23 PM

To: Calvin Morris <calvin.morris@firstbankvi.com>, SYHANIA REID <syhania.reid@firstbankvi.com>, Joanna Williams <joanna.williams@firstbankvi.com>, MAGDALENE BURKE <magdalene.burke@firstbankvi.com>, Sharmane Brookes <sharmane.brookes@firstbankvi.com>

Cc: Marjorie Robins <danishwestindies@gmail.com>, St C Office <office@stccondo.com>, jahodge427 <jahodge427@gmail.com>

Dear Business Relationship Officers and Administrative Officers,

Kindly see the updated Corporate Resolution for St C Condominium of Owners,

We are currently working on the Certificate of Good Standing with the Lt. Governor's Office, and the auditors, since we have a few audits pending for prior years.

We hereby request the funds to be disbursed into the STC Operating Account #7241182036.

Kindly advise the amount that is considered "Forgiven" and the Interest Rate and Term for the amount that is considered a **loan** by your Financial Institution.

Officers:

Marjorie Robbins, President Ph: 340-626-5747,
email: danishwestindies@gmail.com

Jessica Hodge, Secretary Ph: To Be Advised
email: jahodge427@gmail.com

Jacqueline Joseph, Treasurer 340-643-3967
email: jpaulet74@gmail.com

Thanks so much for your assistance in getting this PPP Loan approved.

Best Regards

Jackie



STC CORP RESOLUTION_2020.pdf
829K

CONFIDENTIAL - NOT FOR DISTRIBUTION

EXHIBIT 7



St. C Condominiums

St. Croix, U.S. Virgin Islands

MINUTES
Board of Directors Meeting
May 1, 2019 – 6:00 pm AST

CALL TO ORDER AND ROLL CALL

The meeting was called to order by President Marjorie Robbins at 6:06 pm.

Directors Present:

Marjorie Robbins, President (139, 144, 201, 301)
Steve Sturgeon, Vice President (125)
Jackie Joseph, Treasurer (341)
Karen Benoit, Director (227)
Eurkres Rallings, Director (237)
Peter Stewart, Director (108)
Todd Charles, Director (242) via telephone
Jessica Hodge, Director (107) via telephone

Directors Absent:

Mark Pratt, Secretary (309)

Owners in attendance:

Ms. Vera Baquet (Units 205, 212)
Ms. Anne Marie Medina (Unit 337)
Ms. Mia Pirnat (Unit 340)

Ms. Diana Robinson (Unit 302)
Mrs. Sharon Sturgeon (Unit 125)

General Manager:

Dennis Smith

APPROVAL OF AGENDA

- President Robbins requested that the General Manager's report be added to the agenda.
- Agenda approved by unanimous consent as amended [Motion: P. Stewart; Second: J. Hodge]

APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

- Minutes from April 10, 2019 Minutes were prepared by transcriptionist, Ms. Louie Nicholas and emailed to the Board by President Robbins
- Minutes for April 10th have not yet been reviewed by the Secretary, so the Board decided to postpone approval until the June 2019 Board meeting
- Minutes from March 19, 2019 meeting are not prepared

Action Item 1: Prepare minutes of March 2019 meeting (M. Pratt)

Action Item 2: Review minutes of April 2019 meeting (M. Pratt)

GENERAL MANAGER'S REPORT

St. C Staff Maintenance Activities

- Corrections being made in some units to prepare for slider installations. Work includes primarily header and frame repairs with some termite infestation noted. The work is being performed concurrently with installation by the Contractor, so it should not impact overall schedule for sliders.
- Spalling issues, primarily in Buildings A, B, C and D. The GM is attempting to accommodate all Owner's spalling issues in an equitable manner.
- Two units in Building A will be casted on May 8, 2019. This involves the replacement of overhangs on the parking lot side. There have been considerable complaints regarding the noise during demolition. Unfortunately, there is no alternative to jackhammering during demolition. The crew is working to complete the project in a timely manner.
- Lights were installed on the newly planted poles at the entry of the complex. He noted that some areas remain dark at night, and this will be addressed going forward.
- Work on the electrical service for Building B will commence when the Contractor returns to the island. Owners in Building B will be inconvenienced for at least three days, and they will be provided advanced notice of the Contractor's work schedule.
- The maintenance staff is having to make corrections to the bottom of the storage doors being replaced by Tim Franklin due to uneven floors. Mr. Smith will address concerns by Owners regarding Tim Franklin's workers leaving cigarette butts, screws and other materials in their work areas. [Dir. Benoit stated that, by contrast, the service provided by Eddie's Glass is very professional.]
- Sliders are being installed by Eddie's Glass. Several units have been completed. However, screens will be installed at a later date, since they are packed closer to the front of the shipping container.
- Shutter installation is still in progress for a few units that require concrete repairs.

St. C Vehicle

- Mr. Smith asked about the status of the registration for St. C's work truck.
- Dir. Joseph said that she is going to work on getting the license for the truck.

Action Item 3: Work on getting the St. C truck registration renewed (J. Joseph)

St. C Entry Road

- Mr. Smith noted that the entry road to St. C is in disrepair. Ms. Robbins said that she received a bid of \$22.5K from Singh, who has done work at St. C before.
- Owner Ms. Medina inquired whether St. C had any arrangements with the hotel close to St. C because the occupants were using St. C's road and security. This question generated some discussion about whether St. C had a formal agreement with Mrs. Brown, the individual on whose land the guard shack is on. The Board agreed that it was pertinent to search for the documents in the office which showed the agreement between both parties, and do some more investigation on the matter.

Action Item 4: Research whether a formal agreement exists between St. C and Mrs. Brown (unassigned)

OFFICER'S REPORTS

- President's Report – M. Robbins

Hazard Insurance

- Pres. Robbins is working with Patricia Knight (Marshall Sterling) regarding options for deductibles to reduce policy costs.

Swimming Pool

- Pres. Robbins consulted with Mr. Thomas Pierce on the possibility of using a vinyl liner for repair of the swimming pool

Restaurant

- Pres. Robbins discussed the purchase of inexpensive furniture for the St. C restaurant, and offered photos for review by Directors attending the board meeting in person. This generated some discussion among the Directors regarding the need to focus on Owners' repairs before considering new furniture for the restaurant. Dir. Joseph emphasized that the Owners' repairs are important from a legal perspective as well as for insurance purposes.

• Vice President's Report – S. Sturgeon

Teleconferencing

- Prior to 2017, St. C had free conference calling. Vice Pres. Sturgeon will attempt to determine why we no longer have free conference calling and report back to the board.

Action Item 5: Determine why St. C no longer has free conference calling (S. Sturgeon)

• Secretary's Report – M. Pratt

None due to absence of Secretary Pratt

• Treasurer's Report – J. Joseph (Official Treasurer's Report not yet prepared for May)

Finance Committee

- The Finance Committee held a meeting on April 30th 2019.
- Agenda included the 2016 audit which must be completed before the St. C vehicle can be registered. The VI Bureau of Internal Revenue is not offering any flexibility in this regard. Ms. Joseph expressed her fatigue of continually having to visit the Bureau for St. C and declared that she would no longer do it. The President said that she would speak to Ms. Gumbs and Vanessa
- Members of the Finance Committee plan to meet on the weekend of May 4 – 5 to work on the audit documentation in an effort to have them ready to send to the Auditor during the week of May 6, 2019. Much of the work has already been completed (e.g., bank reconciliations, etc.).
- The Committee also discussed Vanessa's fees which have doubled since her services increased at St. C. The board may need to reduce the scope of her duties, as some of these can be done in-house provided job descriptions detailing specific duties are developed and provided to office staff so we know everything is being covered.
- Reserves need to be addressed. The Association is currently not depositing money into the reserve account, although reserves are an allocated portion of the HOA fees. It is important to maintain reserves for unforeseen expenditures, and reserves factor in when lenders make decisions on Owners' applications for loans. The Committee discussed options for addressing reserves (e.g., raising HOA fees, cost control measures, etc.)

This topic generated a considerable amount of discussion among board members and Owners present at the meeting with the subject of cost control measures being the focus. Pres. Robbins assured everyone that the Board was working very hard to control costs, such as implementing a water task force. Owner, Ms. Pirnat (Unit 340) remarked that she has reported water leaking from

the reservoir on several occasions. She also suggested that new Owners/Tenants be given tips on water conservation measure. Pres. Robbins indicated that this is being done currently, and additional measures such as a leak checklist being used by the exterminators will help to identify leaking toilets and faucets inside the units for repair by St. C staff at the Owner's expense. Vice Pres. Sturgeon noted a substantial increase in water usage from 2015 to 2018 and suggested purchasing a water meter to verify WAPA reading. Dir. Benoit suggested that a WAPA representative be contacted to conduct a site visit to determine if they can identify any issues.

Action Item 6: Speak to Ms. Gumbs at the VI Bureau of Internal Revenue and Vanessa (M. Robbins)

Action Item 7: Develop detailed job descriptions for St. C office staff (unassigned)

Action Item 8: Contact WAPA to assess the water issue at St. C (unassigned)

COMMITTEE REPORTS

- Building and Grounds Committee Report – S. Sturgeon

Sliders

- B&G Committee recommended purchasing 26 more sliders (non-standard sizing) from Eddie's Glass to start Phase II of the slider replacement project. Vice Pres. Sturgeon entered a motion to approve the purchase at a cost of \$112,417.34 which was seconded by Dir. Charles. Some discussion ensued prior to vote as follows:
 - Dir. Joseph commented that she was unaware that the slider replacement project (and contract) had been broken up into phases.
 - Pres. Robbins indicated a need to clarify who will receive (or has already received) new sliders, since some Owners' sliders are in good condition and don't require immediate replacement. She further opined that slider replacement should be prioritized by greatest need (i.e., damaged, inoperable, etc.) and that only one slider would be eligible for replacement per unit – even if there are two sliders installed currently.
 - Vice Pres. Sturgeon suggested the Board establish guidelines for which committees would be available/needed immediately following a hurricane or other emergency situation to assess damages and develop action plans.

Following a question by Mrs. Sturgeon regarding the slider vote, another motion was made by Dir. Hodge to purchase 26 more sliders for installation to commence Phase 2 of the project. This motion was seconded by Dir. Stewart and the motion passed by unanimous approval.

Action Item 9: Purchase order for 26 sliders (unassigned)

Bedroom Windows

- Eddie's Glass had been awarded the bedroom window replacement contract (ref. Board Meeting of January 2019).
- Vice Pres. Sturgeon entered a motion to authorize the purchase of 24 bedroom windows from Eddie's Glass to replace the blown out and cracked ones at a total cost of \$30,156.50 (inclusive of purchase, shipping and installation). This motion was seconded by Mr. Peter Stewart and passed by unanimous approval.

Action Item 10: Purchase order for 24 bedroom windows (unassigned)

Cistern Cleaning

- Three bids have been received for cleaning of the cisterns, and Vice Pres. Sturgeon provided the GM's (Mr. Smith) recommendation to the Board. Mr. Smith recommended Commercial Coating LLC stating reasons such as efficiency and good quality of work.
- Dir. Benoit questioned the decision to clean the cisterns prior to the start of the hurricane season, as they may likely need to be cleaned again afterwards. There was general agreement among Board members regarding Dir. Benoit's concern, and the decision was postponed until after hurricane season.

Structural Repairs

- The structural issues around the premises are becoming safety issues. The Association is in discussions with Epoxy Design Systems, a company based in Houston, Texas to do a structural evaluation of St. C, which would define a scope of repair work that could then be bid out to contractors. However, Epoxy's structural engineers aren't licensed in the Virgin Islands, so we may need to use Taylor Babb or another local structural engineer to work with them.

Trash Disposal

- Over 2,000 hours per year is dedicated to picking up trash. In an effort to promote more efficient use of St. C staff, Vice Pres. Sturgeon proposed the use of trash collection time on Tuesdays and Fridays to dedicate to structural repairs on Building A.

This proposal generated some discussion as Dir. Benoit expressed disapproval of this proposal due to possible infestation of roaches and rodents while trash goes uncollected. She also stated that the HOA fees are supposed to be inclusive of trash collection.

Owner Ms. Robinson stated that she believes St. C is the only Association on island where Owners aren't required to take their trash to a common collection point. As a member of the B&G Committee, Ms. Robinson said that she had looked over Vice Pres. Sturgeons labor estimates and also concluded that a significant amount of time is being spent on trash collection. She also suggested that Owners be fined daily for improper disposal of their trash, although there wasn't any follow-up on this suggestion.

Dir. Steward suggested that the Association explore the use of a trash collection contractor. They may only need to come on site twice a week for about 4 hours.

Pres. Robbins suggested that the Association try Vice Pres. Sturgeon's plan for a period of time (maybe 6 months) and, if there are any issues, we can go back to the present methods.

Action Item 11: *Re-allocate trash collection labor on Tuesdays and Fridays to structural repairs on Building A (D. Smith)*

- Social Committee Report
 - None
- Nominating Committee Report
 - None

OLD BUSINESS

- None

NEW BUSINESS

- None

OWNERS' CONCERNS

- Ms. Anne Marie Medina (Unit 337)
 - Q: Why has nothing been said about the broken dining room and kitchen windows in Owners' units?
A: Vice Pres. Sturgeon indicated that he had spoken to former General Manager Mr. Thomas White and had given him instructions, but when Mr. Sturgeon returned on island he noted that nothing had been done. Mr. Sturgeon will speak to Mr. Smith on the matter. Mr. Smith has been speaking to an individual about getting the windows from Puerto Rico.
 - Q: Why are the restaurant doors remaining open? Owners are using the restaurant as a shortcut at night, and it is not safe.
A: Vice President Sturgeon indicated that the doors are closed but not locked. He will look into this matter.
- Ms. Diana Robinson (Unit 302)
 - Q: Why is security allowing Owner's personal contractors to dump their construction waste into the Association's dumpster?
A: Vice Pres. Sturgeon remarked that this is also contributing to the trash problem discussed earlier, and the Board will speak to security about enforcing existing rules regarding the disposal of trash.

Action Item 12: Speak to security about enforcing rules regarding trash disposal (unassigned)

ADJOURN

Motion to adjourn meeting (Vice President Sturgeon); seconded by Director Stewart
Meeting adjourned by President Robbins at 8:42 pm AST

Submitted by Mark A. Pratt
Mark A. Pratt, Secretary

EXHIBIT 8

Vice President's Report

Marjorie did not have a report to submit but had a question that she wanted to ask Thomas. This was regarding the product that the roofing contractor, Pro-Touch, will be using to seal our roofs. Ryan Wittensold had mentioned Vulcan, which is a product used that is supposed to be a high-quality roof sealer. (Ryan mentioned that he spoke to Rooftops about this product since they used it before on our roofs.) Marjorie asked if Pro-Touch is using the Vulcan or a lesser product. Thomas said Pro-Touch uses a lesser product. Thomas was asked if there was any company on island that uses Vulcan and he said Rooftops, but the previous Board thought they were too expensive. Pro-Touch's contract will be approximately \$229,000. The longevity of their product is supposed to be 10 years.

Treasurer's Report

Jackie Joseph submitted a written report which is attached for the record.

Jackie proposed that the Treasurer's Report be issued quarterly instead of monthly unless there is some major activity that requires a report. This was agreed upon by the Board.

Jackie reported on the unpaid taxes which is a major issue to this new board. We are now paying taxes, but as we go on we are finding missing payments back to 2016. We are trying to reconcile tax returns with the BIR so that we can get our 2015 Business License renewed.

Corporate taxes – the 2014 corporate taxes were not filed, auditor said it was dropped off at the office, but it was never filed. We are working to bring our corporate taxes for more recent years up to date.

Karen B. asked what was the monetary figure that we have incurred in penalties for unpaid taxes. Jackie does not have an exact number now as they are still working with determining what tax return remain to be filed and what the additional penalties will be. Karen B. expressed appreciation to Jackie for all the hard work she has done on behalf of the Association for trying to clean up our books and the entire Board greatly appreciates all the work you are doing to get us in compliance with our taxes.

Forensic Auditor was emailed, currently working on engagement and plans to have a draft before the end of May, but schedule can change if he comes up with additional problems. He will request additional information as needed to continue to complete his work.

Secretary's Report

Secretary did not have a report to submit.

Buildings and Grounds Committee – Steve provided information on IWD, the supplier out of Florida who has proposed providing the shutters and doors. Steve has been talking to Dan Zebrowski regarding the installation of the shutters. Jackie asked about maintenance if we get shutters from Florida. Steve suggested that a maintenance plan will be put together to clean and maintain the shutters once they are replaced. Eurkres commended Steve on all his efforts in working on the various very important projects that we are currently addressing.

At each meeting, action steps on old business items will be reported to owners so that they know the Board is following up and working on the issues and concerns that are being expressed at our meetings.

EXHIBIT 9

Subject: Margorie Mark Karen email of hidden financial entries

----- Forwarded message -----

From: Marjorie Robbins <danishwestindies@gmail.com>

Date: Wed, Dec 1, 2021 at 6:55 PM

Subject: Fwd: Financials

To: 327 Diverio <sdiverio@wcstx.org>, Anne Marie Medina <annemariemedina7@gmail.com>, Karen Rasmussen <kjrmcc@hotmail.com>

----- Forwarded message -----

From: Mark Adams <mladams58@gmail.com>

Date: Wed, Dec 1, 2021 at 6:15 PM

Subject: Re: Financials

To: Marjorie Robbins <danishwestindies@gmail.com>

On Nov 29, 2021, at 6:58 PM, Marjorie Robbins <danishwestindies@gmail.com> wrote:

Karen just suggested I could give you a POA to represent one of my units!

On Mon, Nov 29, 2021 at 9:43 PM Mark Adams <mladams58@gmail.com> wrote:

Marjorie,

The fact that Jackie understands the financials and Quickbooks better than anyone on the board or in the office is to the Owners advantage. I know Jackie has made journal entries the board would not want seen.

You may want to consider Jackie exercising her right as an owner to visit the office to review all the financials.

If you have any relationship with Samage, it might be prudent for him to issue a preservation of records letter to the board covering all communications, minutes, records and zoom recordings.

Jessica records everything, official and secret meetings. She has the memory of a gnat.

This current situation has a distinct possibility of resulting in Owner litigation. If the crew ignore the letter and destroy evidence anyway, it's on them and the HOA should be protected and covered by the directors insurance policy.

Financials records show much has been paid out in past mediation claims.

EXHIBIT 10

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

TRUDY FENSTER,

Plaintiffs,

v.

ASSOCIATION OF ST. C.
CONDOMINIUM OWNERS, INC., and
THE BOARD OF DIRECTORS AS THE
AGENT OF THE ASSOCIATION,

Defendants.

CASE NO.: 21-CV-_____

ACTION FOR DAMAGES

JURY TRIAL DEMANDED

COMPLAINT

COME NOW, Plaintiff Trudy Fenster, by and through undersigned counsel, the Russell Law Firm, and for her Complaint against Defendant Association of St. C. Condominium Owners, Inc. (“the Association”) and the Board of Directors as the Agents of the Association (the “Board”) allege as follows:

NATURE OF THE ACTION

This is an action for negligence, breach of fiduciary obligations, constructive eviction, loss of use, and a request for damages resulting therefrom.

PARTIES

1. Plaintiff, Trudy Fenster, is and was at all times mentioned in this Complaint, a resident of St. Croix, U.S. Virgin Islands and is the owner of Unit 132.

2. Defendant, Association of St. C. Condominium Owners, Inc., is a U.S. Virgin Islands Association, with its principal place of business on St. Croix.

3. Defendant, Board of Directors of the Association of St. C. Condominium Owners, Inc., at the time of the actions alleged herein was comprised of 9 unit owners,

Marjorie Robbins, Steve Sturgeon, Mark Pratt, Jessica Hodge, Karen Benoit, Peter Stewart, Todd Charles, Jackie Joseph, and Eurkres Rallings.

JURISDICTION

4. This Court's jurisdiction is invoked pursuant to Title 4 V.I.C. §76 et seq.

GENERAL FACTUAL ALLEGATIONS

5. The Association was formed and duly constituted under the provisions of the Condominium Act of the Virgin Islands (Title 29, V.I.C.), (hereinafter called the "Act") to serve as the medium through which the owners of condo units in the said condominium can, as an association, administer, manage and operate the Condominium and Common Areas and Facilities described in the Declaration.

6. The Association is managed by a Board.

7. The conduct of the Board is governed by the Bylaws of the Association.

8. In accordance with the Association's Bylaws, as amended and filed with the Virgin Islands Division of Corporations on May 11, 2017, at Article V, Paragraph 11, the duties of the Board include:

- a. The operation, care, upkeep and maintenance of the Common Areas and Facilities and, in the case of casualty, the repair and restoration of the Condominium except as otherwise provided in the Declaration.
- b. The determination of the Common Expenses required for the operation, care, upkeep, insurance and maintenance of the Common Areas and Facilities and the assessment and collection of Common Charges against the owners to meet the Common Expenses according to the respective Common Interests of each owner.
- c. Arranging for the proper management of the condominium through a Manager or Managing agent, approving the number of personnel to be employed and delegating to the Manager or Managing agent the employment or termination of such personnel.

- d. The enforcement, by legal means if necessary, of all payment of Common Charges and of the provisions of the Declaration, these By-laws, the Rules and Regulations and the duly adopted resolutions and determinations of the Board of Directors. The Board shall not delegate any authority to the Manager to amend, alter, waive, grant exceptions to, or in any other way change or vary the Rules and Regulations, resolutions and determinations.
- e. Adoption and amendment of Rules and Regulations governing the details of the operation and use of Common Areas and Facilities, and restrictions on and requirements respecting the use and maintenance of the condo units as authorized by the Act and the Declaration. Copies of Rules and Regulations shall be furnished to each owner at least ten (10) days prior to the time the same shall become effective. Failure to provide such copies shall not affect the enforceability of the Rules and Regulations, however.
- f. Fixing and assessing charges (in addition to the Common Charges) for the use of parking areas or of recreational facilities for the general use by owners or for the exclusive use by an owner or owners on special occasions.
- g. The opening of bank accounts on behalf of the Condominium Owners Association and transfers of monies and purchases of money market certificates of deposits, etc. provided there is prior board approval, the action is read into the minutes, and the execution is carried out by two or more officers authorized to sign documents.
- h. Payment of the cost of water, electricity, telephone or other utility services rendered to the Common Areas and Facilities and to the condo unit where separate billings of such services to owners is not considered reasonably feasible.
- i. The acquisition of condo units in the name of the Association on behalf of all owners including but not limited to deed of conveyance of the owners in satisfaction of unpaid Common Charges or other liens.
- j. Taking possession of any abandoned condo unit or exercising control over any apartment to prevent loss or damage to other apartments or to the Common areas and Facilities.
- k. Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with condo units acquired by the Board of Directors or its designee on behalf of all other owners as provided above.
- l. Obtaining insurance for the Property and the condo units.

- m. The doing of all things and the performance of all Acts which, in the judgment of the Board, shall be necessary, convenient or proper for the preservation or prudent operation of, or the prevention of loss or damage to, the Condominium.
- n. To empower the Manager of the Association to sign all documents and checks required in accordance with the ordinary operations of the Association and within monetary limits established by the Board and to provide that all such documents and checks shall be co-signed by any one of certain designated members of the Board. In the absence of the Manager because of vacation or sick leave, any two of the Board members so designated may sign and co-sign such documents and checks.

9. Article III, Paragraph 2, of the Bylaws provide that Common Areas include:
all exterior and interior structural walls with any condo unit; windows; entry doors;
gallery railings; gallery sliders (excluding screening); and gallery shutters.

10. Article VII, Paragraph 3 (a) of the Bylaws provides that:

- a. In the event of damage to or destruction of any condo unit as a result of fire or other casualty not resulting from the negligence of the owner or tenant (unless at least two-thirds (2/3rds) of the condo units are substantially damaged or destroyed, and owners representing at least two-thirds (2/3rds) in common interest 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 condo unit or condo units so damaged or destroyed (including any damaged condo units and any kitchen or bathroom or other fixtures initially installed therein by the Declarant, but not including refrigerators and/or freezers, any furniture or furnishings, fixtures or equipment installed by owners in the condo units) and the Board of Directors 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 not resulting from the negligence of the owner or tenant in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the owners for such deficit as part of the common charges.**

11. Article VII, Paragraph 9 of the Bylaws provide that:

- a. All maintenance of, or repairs to, the common areas not necessitated by the negligence or misuse of the owner of a condo unit shall be the responsibility of the Association. Each owner shall be responsible for all damages to any other condo unit and/or to the common areas and facilities caused by his failure so to maintain and repair his condo unit or arising out of such owner's negligence, misuse or neglect of any common areas and facilities contained in his condo unit.
- b. All maintenance, repairs and replacement to the common areas and facilities, whether located inside or outside of the condo unit (unless necessitated by the negligence or misuse of an owner, in which case such expense shall be charged to such owner) shall be made by the Board of Directors and be charged to all the owners as a common expense.

12. Article VII, Paragraph 11 of the Bylaws provide that:

Whenever, in the judgment of the Board of Directors, the common areas and facilities shall require additions, alterations, repairs or improvements costing in excess of \$150,000, the making of such additions, alterations, repairs or improvements shall be approved, at a meeting of the Association, by vote of at least a majority of the owners voting either in person or by proxy.

The Board of Directors shall then proceed with such additions, alterations, repairs or improvements and the cost thereof shall constitute a common expense. Any additions alterations, repairs or improvements costing \$150,000 or less may be made by the Board of Directors without approval of the owners and the cost thereof shall constitute a common expense.

13. On or about September 19, 2017, the St.C Condominiums were damaged by Hurricanes Irma and Maria that struck the island of St. Croix.

14. In accordance with the Bylaws, the Association had procured insurance for the premises.

15. Direct physical loss or damage to the condominium units and common areas including earthquake, volcano eruption and flood were covered by insurance obtained from Underwriters, Lloyds of London.

16. Many units and their common areas were damaged as a result of the hurricanes.

17. In addition to immediate damage by the wind and rain, many units were compromised by mold buildup, as for many years leading up to the hurricanes, the Board failed to disclose and correct latent defects and defects in the property including the spread of mold in interior walls, creating health risks.

18. For many years, the Association knew and failed to disclose to Plaintiff that the buildings contained faulty pipes not fit for use in the condominium walls that were frequently breaking and causing flooding and mold in some units.

19. Said faulty pipes had gone unrepaired for an extended period of time and became hazardous to the owners and their guests.

20. After the hurricanes, the Association, through its agents and Board, failed to act promptly and judiciously, causing Plaintiff and other owners to incur harms and losses which include: loss of income, loss of use, replacement rental costs, emotional distress, anxiety, frustration, suffering and loss of enjoyment of life.

21. After the hurricanes, the Association failed to create a plan of action to timely complete the repairs to units damaged by the hurricanes.

22. After the hurricanes, the Association imposed unnecessary loss and harm to the homeowners by its refusal to make timely repairs, despite having the funds to so do and despite outreach from the Plaintiff and other owners.

23. The Association's conduct resulted in substantial harms and losses to the Plaintiff.

24. The Plaintiff is entitled to compensatory and punitive damages for the dilatory and willful conduct of the Association through its agents and Board which was done with reckless disregard of the damages to the Plaintiff.

SPECIFIC FACTUAL ALLEGATIONS

25. Plaintiff Fenster's unit 132 sustained damages from the hurricane and from the Association's conduct prior to and after the hurricanes to include:

- a. Shutters damaged-need to be replaced;
- b. Bedroom windows bowed and compromised due to pressure and water-soaked window frame;
- c. Bedroom door on the seaside damaged from wind and water pressure
- d. AC blown out of bedroom window;
- e. Roof in bedroom soaked and molded;
- f. Bed and mattress soaked and molded;
- g. Dresser in bedroom soaked and disintegrated from water gushing into the unit;
- h. Closet in bedroom water-soaked, molded and disintegrated
- i. Rug destroyed by water and mold;
- j. Bathroom water entered through window and causing mold to ceiling and tiles;
- k. Lifted tiles in bedroom entrance from water damage;
- l. Stress fractures evidenced by concrete in bedroom - cracked/large
- m. Outer crack to the arch of the parking lot side-very obvious;
- n. Water damage to water area closet and cracking also occurred;
- o. Water damage and mold to kitchen walls, counter, and cabinets;
- p. Hurricane wind force damage to all doors and windows;
- q. And pipes bursting in the walls and between unit levels causing mold and water damage to kitchen, bathroom, and electrical outlets.

26. Plaintiff reported these damages to the then Manager of the Association, Thomas White. **See Exhibit 1.**

27. White confirmed receipt of the reported damages and ensured Plaintiff that her list was sufficient to notify the Board of the needed repairs. **See Exhibit 1.**

28. White repeatedly informed Fenster that the repairs would be handled once the Association received the proceeds from its insurance.

29. Plaintiff relied on Manager White's representations.

30. Plaintiff mitigated her damages by making her own repairs, such as, replacing the AC unit, the stove, the refrigerator, scraping and repainting portions of the ceiling, replacing the damaged furniture and rugs, and bleaching the walls and surfaces to combat the buildup of mold in the unit.

31. On February 13, 2018, the Association reported to Owners that it had received an interim insurance payment of \$1,000,000.

32. Without much additional information, Owners began receiving emails from the Association, informing them of repairs being made to various units.

33. On April 27, 2018, Plaintiff received an email from the Board, through Manager Thomas, informing her that the Board voted to use some of the insurance proceeds to replace shutters and sliders. **See Exhibit 2.**

34. On May 23, 2018, Plaintiff received an email from Manager Thomas informing her that the Association had received her request, that all units had been inspected from May 7-11, 2018, and that the order in which the units were to be repaired depended on the severity of the damage to the unit. **See Exhibit 3.**

35. On August 7, 2018, through the Board Minutes, Plaintiff was informed that on May 9, 2018, the insurance adjusters agreed to include payment for water, window and shutter damages in the insurance proceeds for the Association.

36. On December 19, 2018, Plaintiff learned that the sliders for the unit adjacent to hers were being replaced while hers were not being replaced at the same time.

37. Manager White informed Plaintiff that she would not be forgotten in the priority of repairs to be made. **See Exhibit 4**, Email dated December 19-26.

38. On January 2, 2019, Manager Thomas requested Plaintiff's permission to have her unit measured for sliders and she immediately obliged.

39. Manager White was terminated on or before March 21, 2019.

40. On March 22, 2019, the Association informed Plaintiff that, "Mr. Steve Sturgeon – Our Vice President and US Army Retiree will continue to oversee operations with the capable assistance of Dennis, Fitzroy and maintenance staff."

41. On April 1, 2019, President Roberts informed the owners that Dennis Smith would be handling all hurricane concerns and requests. **See Exhibit 5**.

42. On March 29, 2019, the Association informed Plaintiff that it had received over \$5.5 million dollars for the Association's insurance settlement.

43. Throughout the months after Manager White's termination, Plaintiff repeatedly visited the office of the Association and inquired about her repairs, alerting the office that the mold buildup in the unit was engulfing her unit and that she was not able to rent or occupy her unit under those conditions.

44. On April 6, 2019, Plaintiff's last tenant vacated the unit due to the compromised state of the unit.

45. Plaintiff subsequently moved into the unit after her home was sold to try to contain the moisture and the mold buildup in the unit.

46. In an effort to control the mold buildup in her unit, Plaintiff frequently bleached all surfaces in the unit and ran the air conditioning unit for extended periods of time.

47. Plaintiff's efforts were not fruitful.

48. In early June of 2019, when the Association made no attempt to remedy the mold spread Plaintiff had no option but to vacate her unit for health reasons.

49. Plaintiff informed the Association of her unit's uninhabitable condition and that she had been forced to vacate the unit.

50. The new Manager, Dennis Smith, assured Plaintiff that her repairs would be made in short order.

51. Throughout this mold and repairs nightmare, Plaintiff never once missed a payment of the HOA dues and the Association never once offered her any reprieve.

52. On June 10, 2019, the Association informed the Plaintiffs that Manager White had passed away.

53. On June 12, 2019, Manager Smith, recognizing Plaintiff's plight, informed Plaintiff that the Association would be demolishing the exterior wall between Units 132 and 232 to determine what was causing the excessive mold buildup and leaking that was occurring in Plaintiff's bathroom and kitchen. **See Exhibit 6**, Email dated June 12, 2019.

54. On August 8, 2019, having had no repairs done to her unit, in over two years since the hurricanes, Plaintiff scheduled a meeting with Manager Smith who informed her she needed to yet again memorialize her concerns for him to discuss with the Board.

55. Plaintiff complied, emailing the Manager and the Board President, but no one responded to her email memorializing her concerns.

56. On September 11, 2019, when Plaintiff did not receive a response to her repair inquiry, she re-emailed the Association, reminding it that it had been two years since the hurricanes and since she had made her request to have repairs done to her unit.

57. Again, the Association did not respond to Plaintiff's communication.

58. On September 18, 2019, Plaintiff again wrote to the Association, providing photographs of the deplorable condition of her unit and informing them of the urgency of her repair requests.

59. Plaintiff also provided a quote for the unit cabinets that had been severely damaged by the water leakage and mold in the unit.

60. On September 26, 2019, Plaintiff received an email from Manager Smith informing her that, "[a]s of Friday September 20, 2019, the plumbing repairs in the exterior wall of Unit 232 were completed. Im [sic] receipt from the Office Manager a copy of the Cabinet replacement estimate and will be seeking approval from the board. Bear in mind, I may have to get from you two additional estimates. Also, I have spoken to Mr. Addison Christian, Owner of ADCON Environmental, to conduct an inspect on Monday, September 30, 2019 and provide an estimate for mold remediation. After, the remediation is done, maintenance will commence working on all other damages associated with the water damage and any outstanding work orders."

61. Upon receipt of Manager Smith's email, Plaintiff went to inspect her unit.

62. After that inspection, Plaintiff wrote to Manager Smith as follows: “Good Morning: Hope all is well with you. Did Mr. Christian do an air quality test on Monday? I would like to know if it is his opinion that it is safe to enter the unit to retrieve items because the smell of mold is very strong once you hit the landing at the entrance of the unit. Also, please advise whether you will need the two additional estimates mentioned in your previous communication, as time is of the essence.”

63. Manager Smith responded on October 4, 2019, informing Fenster, “[g]ood Afternoon: I met with Mr. Christian and he’s going to produce two(2) estimates; one(1) for mold remediation the kitchen and bath area; another to address abating other areas such as bedroom and other common areas throughout the unit. When I receive estimates, I will gladly share them with you. Also, the two(2) additional estimates are needed for submission to the board of directors.”

64. On October 21, 2019, Plaintiff Fenster again wrote to the Association, inquiring as to the status of her repairs and reminding it of the huge loss of home and income she was experiencing due to its lack of urgency.

65. Finally on October 21, 2019, the President of the Association responded to Plaintiff Fenster’s email informing her that, **“Dennis and I will meet and speak about this in the morning. I, too, see it as an emergency. We will be moving forward ASAP.”**

66. On October 23, 2019, when Plaintiff had not received a report of the meeting that was to occur to discuss her unit, Plaintiff again sent an email to the Association.

67. President Robbins informed Plaintiff that, “[w]e are harassing the ONLY contractor on island who remediates mold. I am looking into another cabinetmaker. I didn’t see what kind of cabinetry you plan on using but Armrey and Home Depot seem to be selling termite egg infested wood. Will get back on that.”

68. On November 15, 2019, Manager Smith informed Plaintiff that, “we have installed two(2) protectozone extractors in your unit for a period of 72 hours. These devices are to eliminate and destroy the moldy condition within your unit. During this time period, we ask that you have limited access to your unit until the process is completed and the air quality has been regulated. After that has been achieved, repairs to your unit will commence.” **See Exhibit 7.**

69. On November 20, 2019, Plaintiff informed the Association of her continued losses due to their inaction and lack of prioritization of her unit repairs and implored it to act urgently. **See Exhibit 8.**

70. After repeatedly having to cancel rental bookings of her unit and after having submitted two different cabinetry estimates as requested by the Association and seeing no action to complete the repairs, Plaintiff Fenster again contacted the Association requesting:

- a. This is a formal request for the following information:
- b. The identity of all units damaged by the hurricanes of 2017;
- c. Total amount of insurance proceeds received as a result of the hurricanes of 2017;
- d. The amount of money expended on each unit as a result of the hurricane damage;
- e. What process was utilized to determine what units would be repaired and the timeframe for the same as a result of the hurricanes of 2017;
- f. The identity of all units affected by common area leaks and mold;
- g. When is a unit safe to inhabit when mold remediation has been completed;
- h. What repairs are to be made to Unit 132;

- i. Is the mold remediation complete in Unit 132;
- j. What method was used to eliminate the mold accumulation in unit 132;
- k. Is there a warranty for the mold remediation that was done in Unit 132;
- l. What contractor has been selected to make the repairs to unit 132;
- m. What is the process for making repairs and requesting reimbursements from the condominium association; and
- n. Is there an abatement process for condominium dues when the condo has been made uninhabitable through no fault of the owner.

See Exhibit 9, Email dated January 14, 2020.

71. The Association did not respond to Plaintiff's request.

72. Instead, on January 24, 2020, the Association scheduled a meeting to settle the issue of the kitchen and other repairs and reimbursements. **See Exhibit 10.**

73. The Plaintiff met with the Association's Vice President, Steve Sturgeon and Manager Smith who requested that she have Armrey Cabinets revise the quote it had previously provided.

74. Plaintiff complied and everyone at the meeting agreed that the Association would commence the demolition of the kitchen and bathroom immediately and thereafter have Armey install the kitchen and bathroom cabinets.

75. Sturgeon also informed Plaintiff that the remaining reimbursements and repairs would be addressed once the cabinet repairs were completed.

76. The Association then demolished the kitchen and bathroom cabinets on February 6, 2020.

77. After the Association demolished Plaintiff's cabinets, Plaintiff heard nothing further from the Association until by happenstance, she saw Manager Smith who informed her, the Board did not approve the cabinetmaker service to which its Vice President had agreed.

78. On May 7, 2020, more than three months since the association demolished Plaintiff's kitchen making the unit uninhabitable, Plaintiff again emailed Manager Smith to obtain the status of her kitchen repairs.

79. On May 12, 2020, Plaintiff again inquired as to the status of the repairs to her unit.

80. On June 11, 2020, Manager Smith emailed Plaintiff a cabinet quote which included only kitchen repairs. **See Exhibit 11.**

81. Plaintiff informed Manager Smith that the Association had involved its attorney to handle the matter and she would try to obtain a global resolution for all her unit repairs.

82. On July 16, 2020, After several attempts to resolve the matter, all to no avail, Plaintiff hired the same cabinet-maker the Association's Vice-President had authorized to rebuild her kitchen and bathroom cabinets. **See Exhibit 12, Cabinet Contract.**

83. During the cabinet installation work, the cabinet contractor discovered latent water damage and resulting electrical damage, and had to halt the project several times for the Association to assess and repair the water damage.

84. The cabinet contractor also had to hire a licensed electrician to conduct necessary electrical work on account of the extensive damage discovered as a result of the Association's failure to act timely to prevent the same.

85. Since April 6, 2019, Plaintiff has had to cancel all new reservations for her unit and has not been able to host any guests on account of the mold and water damage done to her unit and on account of the Association's dilatory conduct and making the repairs.

86. Since early September of 2019, Plaintiff had to move into her vacation rental unit and has not been able to host any guests in that unit on account of her having to vacate the unit that is the subject of this Complaint.

87. As a result of the Association's failure to act promptly in accordance with the Bylaws, Plaintiff incurred harms and losses which include, loss of income, loss of use, replacement rental costs, mental anguish, suffering, frustration, and loss of enjoyment of life.

COUNT I: NEGLIGENT HANDLING OF ASSOCIATION INSURANCE PROCEEDS

88. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

89. The Defendants were negligent in the handling of the insurance proceeds when they failed to realize a plan to equitably use the insurance proceeds to promptly make the necessary unit repairs.

90. As a direct and proximate cause of the Defendants' conduct, Plaintiff suffered harms and losses as alleged herein.

COUNT II: NEGLIGENT HANDLING OF HURRICANE REPAIRS

91. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

92. The Defendants were negligent in the handling of the repairs to the Plaintiff's unit and the common areas when they failed to act promptly to remove the mold from her unit and to prevent further deterioration of the unit.

93. As a direct and proximate cause thereof, the Plaintiff suffered damages as alleged herein.

COUNT III: GROSS NEGLIGENCE

94. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

95. The conduct of the Defendants constitutes gross negligence to the detriment of the Plaintiff.

96. Defendants knew and should have known that it was reckless to permit so much time to elapse since Plaintiff reported water damage to her unit until the time they acted to remediate the mold and make other urgent repairs to her unit.

97. Defendants knew and should have known that it was reckless to leave mold to build up in the Plaintiff's unit, and that to do so would render the unit uninhabitable and hazardous to any occupant's health.

98. Defendants knew and should have known that it was reckless to demolish Plaintiff's kitchen after it agreed to have the cabinet installer commence work immediately and then renege on that agreement leaving the unit's kitchen completely demolished for almost a year from February 6, 2020 until January 15, 2021.

99. The Defendants acted with recklessness when they chose to completely disregard the damage the mold was causing to Plaintiff's health, despite being made aware of the proliferation of the mold in her unit.

100. As a direct and proximate cause thereof, the Plaintiff suffered damages as alleged herein.

COUNT IV – BREACH OF FIDUCIARY DUTY

101. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

102. The Defendants breached their fiduciary obligation to the Plaintiff when they chose to negatively impact the Plaintiff's ability to quietly enjoy her unit for almost three years.

103. The Defendants breached their fiduciary obligation to the Plaintiff when they exercised little or no care for Plaintiffs right to have the requested repairs made to her unit which were all caused due to no fault or negligence of the Plaintiff.

104. The Defendants breached their fiduciary obligation to the Plaintiff when they chose to delay the mold remediation of Plaintiff's unit such that they rendered her unit uninhabitable for almost two years.

105. The Defendants breached their fiduciary obligation to the Plaintiff when they chose **not to "arrange for the prompt repair or restoration of the condo unit or condo units so damaged or destroyed"**, in accordance with the Bylaws.

106. The Defendants breached their fiduciary obligation to the Plaintiff when they refused to provide Plaintiff access to information regarding the repairs and insurance expenditures she requested, in violation of the Bylaws.

107. As a direct and proximate cause thereof, the Plaintiff has suffered damages as alleged herein.

COUNT V- CONSTRUCTIVE EVICTION

108. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

109. The Defendants constructively evicted the Plaintiff when they caused her to vacate her premises due to the proliferation of mold in her unit.

110. As a direct and proximate result of one or more of these negligent acts and/or omissions of the Defendants, Plaintiff had to forego thousands of dollars in rental income from this and another unit to which she had to move on account of Defendants' acts and omissions.

111. As a direct and proximate result of one or more of these negligent acts and/or omissions of the Defendants, Plaintiff paid condominium fees for a unit she could not occupy while was constructively evicted from her unit.

112. That as a direct and proximate result of one or more of these negligent acts and/or omissions of the Defendants, Plaintiff suffered mental anguish, frustration, anxiety, emotional distress, loss of sleep, pain and suffering, which continue to date and is expected to continue into the foreseeable future.

COUNT VI - LOSS OF USE

113. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

114. As a result of the Defendants' conduct, Plaintiff lost the use of her condo and has suffered pecuniary losses for almost two years.

115. As a direct and proximate result of one or more of these negligent acts and/or omissions of the Defendants, Plaintiff is entitled to loss of use damages as a result of the lost use of her unit.

COUNT VII NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

116. Plaintiff re-alleges each and every allegation of the preceding paragraphs with the same force and effect as if hereinafter set forth at length.

117. The conduct of the Defendants in ignoring all the Plaintiff's pleas to have her unit timely repaired, constitutes the negligent infliction of emotional distress.

118. As a direct and proximate result of the foregoing negligent infliction of emotional distress, Plaintiffs have suffered mental anguish, emotional distress, frustration, loss of sleep, pain and suffering, which is expected to continue into the foreseeable future.

DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that Plaintiff demands a trial by jury as to all issues presented herein.

WHEREFORE, and for the foregoing reasons, Plaintiff respectfully requests that this Court award damages as they may appear, compensatory and punitive damages, pre and post-judgment interest, court costs and attorney's fees and such other relief as this Court deems fair and just.

RESPECTFULLY SUBMITTED,

DATED: February 3, 2021

BY: Ronald E. Russell, Esq.

The Russell Law Firm LLP
29A King Cross Street

Christiansted, VI 00820

Tel: 340.692.0832

Fax: 844.272.0308

canaanlawgroup@gmail.com

Mailing:

2157 King Cross Street

Christiansted, VI 00820-4834

EXHIBIT 11



Jessica Hodge <jahodge427@gmail.com>

Re: Treasurer's Note

1 message

Marjorie Robbins <danishwestindies@gmail.com>

Thu, Jul 9, 2020 at 7:24 AM

To: Jackie Joseph <jpaulet74@gmail.com>**Cc:** "309 - Pratt, McGlothlin" <bamabear7@hotmail.com>, Brad Johnson <got0_mail@yahoo.com>, Joanna Walker <jowalker777@comcast.net>, Roderick Todd Charles <todd1charles@gmail.com>, denise Richardson <dcrncocoa@gmail.com>, jahodge427 <jahodge427@gmail.com>, karen benoit <hisanoointedbeauty@hotmail.com>

Given that the fees should really be about \$800/month to come near to covering expenses, I believe the rate, as approved in the annual meeting, should remain at \$650 for now.

Marjorie

On Wed, Jul 8, 2020 at 5:23 PM Jackie Joseph <jpaulet74@gmail.com> wrote:

Hello Everyone.

I believe we can do this for another three months.

Best Regards

Jackie

CONFIDENTIAL - NOT FOR DISTRIBUTION

EXHIBIT 12

	Jan - Dec 19
Ordinary Income/Expense	
Income	
4000 · ASSESSMENTS INCOME	
4010 · Insurance Assessment	202,752.00
4020 · Monthly Maintenance Fee Income	531,960.00
4030 · Insurance Deductable	90,288.00
4035 · Long Term Repair / Replacement	153,648.00
Total 4000 · ASSESSMENTS INCOME	978,648.00
4050 · Doubtful Acct	-53,900.00
4100 · Cable TV Remote Control Sales	450.00
4200 · Interest Income	500.00
4300 · LATE FEES - INCOME	
4310 · Finance Charges Fees	35,000.00
Total 4300 · LATE FEES - INCOME	35,000.00
4500 · MISC - INCOME	
4535 · Fine Assessments	500.00
4540 · Gate & Mail Keys Fee Income	500.00
4543 · Gate Remote	0.00
4545 · Laundry Income	2,500.00
4599 · Cleaning Income	300.00
Total 4500 · MISC - INCOME	3,800.00
4600 · RENTAL INCOME	
4610 · Apt A - Rental Income	7,800.00
4620 · Apt B - Rental Income	7,800.00
4630 · Apt C - Rental Income	10,800.00
4650 · Lobby Apt - Rental Income	3,600.00
Total 4600 · RENTAL INCOME	30,000.00
4700 · REPAIRS - UNIT INCOME	
4710 · Repairs Income - Owner Payments	2,500.00
Total 4700 · REPAIRS - UNIT INCOME	2,500.00
4809 · Returned Check Charges	600.00
Total Income	997,598.00
Gross Profit	997,598.00
Expense	
5000 · ADMINISTRATIVE (OPERATING EXPS)	
5050 · Depreciation Expense	60,000.00
5100 · ASSOCIATION' EXPENSE	
5110 · Annual & Board Meeting Expenses	4,000.00
Total 5100 · ASSOCIATION' EXPENSE	4,000.00

	Jan - Dec 19
5200 · INSURANCE EXPENSE	
5210 · Auto Insurance	2,703.00
5220 · Comm. General Liability Ins.	14,793.46
5230 · Crime Bond Insurance	1,890.00
5240 · Director's & Off's Gen Liab Ins	28,879.50
5250 · Excess Liability Comm Ins	3,957.00
5260 · Property Insurance	516,091.00
Total 5200 · INSURANCE EXPENSE	568,313.96
5400 · LICENSES & FEES	
5420 · Fees & Licenses	300.00
Total 5400 · LICENSES & FEES	300.00
5500 · MISCELLANEOUS	
5510 · Advertising	600.00
5530 · Bank Charges	14,300.00
5595 · Taxes	2,000.00
Total 5500 · MISCELLANEOUS	16,900.00
5600 · OFFICE EXPENSE	
5605 · Security Cameras	2,400.00
5610 · Computer	1,500.00
5615 · Dues & Subscriptions	474.00
5620 · Office Expense - Misc	1,500.00
5655 · Postage	150.00
Total 5600 · OFFICE EXPENSE	6,024.00
5800 · PROFESSIONAL FEES	
5810 · Accounting	6,240.00
5820 · Audit	7,000.00
5830 · Engineering	500.00
5840 · Legal	
5840.5 · Collections	10,000.00
5840.6 · Mediation Settlement	500.00
5840.7 · Legal - Other	12,000.00
Total 5840 · Legal	22,500.00
Total 5800 · PROFESSIONAL FEES	36,240.00
5900 · SALARIES & WAGES (Admin)	
5910 · Administration	106,574.00
5920 · Bonuses	6,000.00
Total 5900 · SALARIES & WAGES (Admin)	112,574.00
5995 · TELEPHONE / FAX COMMUNICATIONS	5,000.00
Total 5000 · ADMINISTRATIVE (OPERATING EX...	809,351.96

	Jan - Dec 19
6000 · MAINTENANCE EXPENSES	
6050 · Auto Expenses - Chevy (old)	
6055 · Gas	700.00
6060 · Registration	350.00
6070 · Repairs & Maint.	500.00
Total 6050 · Auto Expenses - Chevy (old)	1,550.00
6051 · Auto Expense- Ford (new)	
6052 · Gas	1,000.00
6053 · Registration	250.00
6054 · Repairs & Maint	450.00
Total 6051 · Auto Expense- Ford (new)	1,700.00
6150 · CLEANING SUPPLIES	3,000.00
6200 · COMMON AREA EXPENSES	
6210 · BLDG Repairs & Maint	10,000.00
6225 · Equipment & Tools	1,500.00
6235 · Landscaping	18,000.00
6240 · Paint & Paint Supplies	3,000.00
6245 · Signage	500.00
6250 · Contract Labor	5,000.00
Total 6200 · COMMON AREA EXPENSES	38,000.00
6270 · Exterminating	8,820.00
6280 · INSURANCE - EE	
6283 · Health Insurance	84,370.22
Total 6280 · INSURANCE - EE	84,370.22
6300 · MISCELLANEOUS EXPENSE	
6315 · Laundry Expense	750.00
Total 6300 · MISCELLANEOUS EXPENSE	750.00
6350 · PAYROLL BENEFITS	
6358 · Uniforms	1,000.00
Total 6350 · PAYROLL BENEFITS	1,000.00
6400 · PAYROLL TAXES	
6405 · FICA Expense	27,760.13
6410 · FUTA Expense	687.72
6415 · Medicare	6,492.29
6430 · VIESA	6,000.00
6435 · Workman's Compensation	3,600.00
Total 6400 · PAYROLL TAXES	44,540.14

	Jan - Dec 19
6500 · RENTAL APT. EXPENSES	
6505 · Apt A Expenses	300.00
6510 · Apt B Expenses	300.00
6515 · Apt C Expenses	300.00
6520 · Lobby Apt	300.00
Total 6500 · RENTAL APT. EXPENSES	1,200.00
6600 · REPAIRS & MAINTENANCE	
6602 · Replacement Maintenance Reserve	62,000.00
6605 · Gate - Repairs & Maintenance	3,000.00
6620 · Pool Maintenance	1,500.00
Total 6600 · REPAIRS & MAINTENANCE	66,500.00
6640 · TRASH REMOVAL	
6610 · Trash Removal	7,000.00
Total 6640 · TRASH REMOVAL	7,000.00
6670 · SALARIES & WAGES (Maint.)	
6673 · Maintenance Wages	213,408.00
6675 · Security Wages	127,762.00
Total 6670 · SALARIES & WAGES (Maint.)	341,170.00
6700 · UTILITIES	
6705 · Electricity - St C	17,500.00
6710 · Propane Gas	4,430.00
Total 6700 · UTILITIES	21,930.00
6800 · WATER	
6810 · W.A.P.A. Water	50,000.00
6830 · Water Testing	3,000.00
Total 6800 · WATER	53,000.00
Total 6000 · MAINTENANCE EXPENSES	674,530.36
Total Expense	1,483,882.32
Net Ordinary Income	-486,284.32
Other Income/Expense	
Other Income	
7000 · Other Income - Hurricane Maria	197,416.00
Total Other Income	197,416.00
Net Other Income	197,416.00
Net Income	-288,868.32

	Jan - Dec 20
Ordinary Income/Expense	
Income	
4000 · ASSESSMENTS INCOME	
4010 · Insurance Assessment	262,152.00
4020 · Monthly Maintenance Fee Income	459,360.00
4030 · Insurance Deductable	90,288.00
4035 · Long Term Repair / Replacement	153,648.00
Total 4000 · ASSESSMENTS INCOME	965,448.00
4050 · Doubtful Acct	-50,000.00
4100 · Cable TV Remote Control Sales	300.00
4200 · Interest Income	7,200.00
4300 · LATE FEES - INCOME	
4310 · Finance Charges Fees	12,000.00
Total 4300 · LATE FEES - INCOME	12,000.00
4500 · MISC - INCOME	
4535 · Fine Assessments	500.00
4540 · Gate & Mail Keys Fee Income	500.00
4545 · Laundry Income	3,000.00
4599 · Cleaning Income	1,200.00
Total 4500 · MISC - INCOME	5,200.00
4600 · RENTAL INCOME	
4610 · Apt A - Rental Income	10,200.00
4620 · Apt B - Rental Income	10,200.00
4630 · Apt C - Rental Income	13,200.00
4650 · Lobby Apt - Rental Income	7,800.00
Total 4600 · RENTAL INCOME	41,400.00
4700 · REPAIRS - UNIT INCOME	
4710 · Repairs Income - Owner Payments	2,400.00
Total 4700 · REPAIRS - UNIT INCOME	2,400.00
4809 · Returned Check Charges	600.00
Total Income	984,548.00
Gross Profit	984,548.00

	Jan - Dec 20
Expense	
5000 · ADMINISTRATIVE (OPERATING EXPS)	
5050 · Depreciation Expense	60,000.00
5100 · ASSOCIATION' EXPENSE	
5110 · Annual & Board Meeting Expenses	4,500.00
Total 5100 · ASSOCIATION' EXPENSE	4,500.00
5200 · INSURANCE EXPENSE	
5210 · Auto Insurance	2,435.28
5220 · Comm. General Liability Ins.	14,901.48
5230 · Crime Bond Insurance	2,234.04
5240 · Director's & Off's Gen Liab Ins	30,384.00
5250 · Excess Liability Comm Ins	3,956.52
5260 · Property Insurance	454,298.40
Total 5200 · INSURANCE EXPENSE	508,209.72
5400 · LICENSES & FEES	500.00
5500 · MISCELLANEOUS	
5510 · Advertising	600.00
5530 · Bank Charges	720.00
5537 · Commission Expense - CCRD FEES	14,400.00
5595 · Taxes	600.00
Total 5500 · MISCELLANEOUS	16,320.00
5600 · OFFICE EXPENSE	
5605 · Security Cameras	1,200.00
5610 · Computer	1,500.00
5615 · Dues & Subscriptions	1,460.00
5620 · Office Expense - Misc	1,500.00
5655 · Postage	285.00
Total 5600 · OFFICE EXPENSE	5,945.00
5800 · PROFESSIONAL FEES	
5810 · Accounting	3,600.00
5820 · Audit	7,000.00
5830 · Engineering	3,000.00

	Jan - Dec 20
5840 · Legal	
5840.5 · Collections	10,200.00
5840.6 · Mediation Settlement	600.00
5840.7 · Legal - Other	14,400.00
Total 5840 · Legal	25,200.00
Total 5800 · PROFESSIONAL FEES	38,800.00
5900 · SALARIES & WAGES (Admin)	
5910 · Administration	41,600.00
5920 · Bonuses	6,000.00
Total 5900 · SALARIES & WAGES (Admin)	47,600.00
5995 · TELEPHONE / FAX COMMUNICATIONS	10,200.00
Total 5000 · ADMINISTRATIVE (OPERATING E...	692,074.72
6000 · MAINTENANCE EXPENSES	
6050 · Auto Expenses - Chevy (old)	
6055 · Gas	600.00
6060 · Registration	100.00
6070 · Repairs & Maint.	600.00
Total 6050 · Auto Expenses - Chevy (old)	1,300.00
6051 · Auto Expense- Ford (new)	
6052 · Gas	1,080.00
6053 · Registration	350.00
6054 · Repairs & Maint	600.00
Total 6051 · Auto Expense- Ford (new)	2,030.00
6150 · CLEANING SUPPLIES	1,200.00
6200 · COMMON AREA EXPENSES	
6210 · BLDG Repairs & Maint	10,000.00
6225 · Equipment & Tools	1,500.00
6235 · Landscaping	12,000.00
6240 · Paint & Paint Supplies	3,000.00
6245 · Signage	500.00
6250 · Contract Labor	12,000.00
Total 6200 · COMMON AREA EXPENSES	39,000.00
6270 · Exterminating	8,460.00

	Jan - Dec 20
6280 · INSURANCE - EE	
6283 · Health Insurance	85,909.92
Total 6280 · INSURANCE - EE	85,909.92
6300 · MISCELLANEOUS EXPENSE	
6315 · Laundry Expense	900.00
Total 6300 · MISCELLANEOUS EXPENSE	900.00
6350 · PAYROLL BENEFITS	
6358 · Uniforms	1,000.00
Total 6350 · PAYROLL BENEFITS	1,000.00
6400 · PAYROLL TAXES	
6405 · FICA Expense	25,358.52
6410 · FUTA Expense	5,894.77
6415 · Medicare	5,930.62
6430 · VIESA	8,808.00
6435 · Workman's Compensation	3,600.00
Total 6400 · PAYROLL TAXES	49,591.91
6500 · RENTAL APT. EXPENSES	
6505 · Apt A Expenses	420.00
6510 · Apt B Expenses	420.00
6515 · Apt C Expenses	420.00
6520 · Lobby Apt	420.00
Total 6500 · RENTAL APT. EXPENSES	1,680.00
6600 · REPAIRS & MAINTENANCE	
6602 · Replacement Maintenance Reserve	72,000.00
6605 · Gate - Repairs & Maintenance	3,000.00
6620 · Pool Maintenance	3,000.00
Total 6600 · REPAIRS & MAINTENANCE	78,000.00
6640 · TRASH REMOVAL	
6610 · Trash Removal	3,840.00
Total 6640 · TRASH REMOVAL	3,840.00

	Jan - Dec 20
6670 · SALARIES & WAGES (Maint.)	
6673 · Maintenance Wages	245,520.00
6675 · Security Wages	121,888.00
Total 6670 · SALARIES & WAGES (Maint.)	367,408.00
6700 · UTILITIES	
6705 · Electricity - St C	28,800.00
6710 · Propane Gas	2,400.00
Total 6700 · UTILITIES	31,200.00
6800 · WATER	
6810 · W.A.P.A. Water	84,000.00
6830 · Water Testing	2,700.00
Total 6800 · WATER	86,700.00
Total 6000 · MAINTENANCE EXPENSES	758,219.83
Total Expense	1,450,294.55
Net Ordinary Income	-465,746.55
Net Income	-465,746.55

Association of St. C Condominium Owners
Profit & Loss - BUDGET DRAFT
January through December 2021

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1																						
2																						
3																						
4								JAN - Dec 2021	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan - Dec 2021	
5								Per Unit														
6								Ordinary Income/Expense														
7								Income														
8								4000 · ASSESSMENTS INCOME														
9								4010 · In \$	128	202,752	16,896	16,896	16,896	16,896	16,896	16,896	16,896	16,896	16,896	16,896	202,752	
10								4020 · M \$	340	538,560	44,880	44,880	44,880	44,880	44,880	44,880	44,880	44,880	44,880	44,880	538,560	
11								4020 · M \$	28	45,120	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	3,760	45,120	
12								4020 · Monthly \$	8	-	-	-	-	-	-	-	-	-	-	-	-	
13								4030 · In \$	57	90,288	7,524	7,524	7,524	7,524	7,524	7,524	7,524	7,524	7,524	7,524	90,288	
14								4035 · Lr \$	97	153,648	12,804	12,804	12,804	12,804	12,804	12,804	12,804	12,804	12,804	12,804	153,648	
15								Total 4000 · \$	658	1,030,368	85,864	85,864	85,864	85,864	85,864	85,864	85,864	85,864	85,864	85,864	1,030,368	
16								4050 · Doubtful Acct- Arrears-8 Units		(62,400)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(5,200)	(62,400)	
17								4100 · Cable FEE-Excluded from Income		(45,120)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(3,760)	(45,120)	
18								4200 · Interest Income		9,600	800	800	800	800	800	800	800	800	800	800	9,600	
19								4300 · LATE FEES - INCOME														
20								4310 · Finance Charges Fees		12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
21								Total 4300 · LATE FEES - INCOME		12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
22								4500 · MISC - INCOME														
23								4535 · Fine Assessments		600	50	50	50	50	50	50	50	50	50	50	600	
24								4540 · Gate & Mail Keys Fee Income		600	50	50	50	50	50	50	50	50	50	50	600	
25								4545 · Laundry Income		3,000	250	250	250	250	250	250	250	250	250	250	3,000	
26								4599 · Cleaning Income		1,200	100	100	100	100	100	100	100	100	100	100	1,200	
27								Total 4500 · MISC - INCOME		5,400	450	450	450	450	450	450	450	450	450	450	5,400	
28								4600 · RENTAL INCOME														
29								4610 · Apt A - Rental Income		10,200	850	850	850	850	850	850	850	850	850	850	10,200	
30								4620 · Apt B - Rental Income		10,200	850	850	850	850	850	850	850	850	850	850	10,200	
31								4630 · Apt C - Rental Income		13,200	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	1,100	13,200	
32								4650 · Lobby Apt - Rental Income		9,600	800	800	800	800	800	800	800	800	800	800	9,600	
33								Total 4600 · RENTAL INCOME		43,200	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	43,200	
34								4700 · REPAIRS - UNIT INCOME														
35								4710 · Repairs Income - Owner Payments		6,000	500	500	500	500	500	500	500	500	500	500	6,000	
36								Total 4700 · REPAIRS - UNIT INCOME		6,000	500	500	500	500	500	500	500	500	500	500	6,000	
37								4809 · Returned Check Charges		600	50	50	50	50	50	50	50	50	50	50	600	
38								Total Income		999,648	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	999,648	
39								Gross Profit		999,648	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	83,304	999,648	

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1																						
2																						
3								JAN - Dec 2021	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan - Dec 2021	
39								Expense														
40								5000 · ADMINISTRATIVE (OPERATING EXPS)														
41								5050 · Depreciation Expense														
42								5100 · ASSOCIATION' EXPENSE														
43								5110 · Annual & Board Meeting Exp	3,500	-	3,500	-	-	-	-	-	-	-	-	-	-	3,500
44								Total 5100 · ASSOCIATION' EXPENSE	3,500	-	3,500	-	-	-	-	-	-	-	-	-	-	3,500
45								5200 · INSURANCE EXPENSE														
46								5210 · Auto Insurance	2,381	198	198	198	198	198	198	198	198	198	198	198	2,381	
47								5220 · Comm. General Liability Ins.	14,817	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	1,235	14,817	
48								5230 · Crime Bond Insurance	2,370	198	198	198	198	198	198	198	198	198	198	198	2,370	
49								5240 · Director's & Off's Gen Liab In	32,283	2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690	2,690	32,283	
50								5250 · Excess Liability Comm Ins	2,583	215	215	215	215	215	215	215	215	215	215	215	2,583	
51								5260 · Property Insurance	449,429	37,452	37,452	37,452	37,452	37,452	37,452	37,452	37,452	37,452	37,452	37,452	449,429	
52								Total 5200 · INSURANCE EXPENSE	503,863	41,989	41,989	41,989	41,989	41,989	41,989	41,989	41,989	41,989	41,989	41,989	503,863	
53								5400 · LICENSES & FEES-August Ren	500							500				-	500	
54								5500 · MISCELLANEOUS														
55								5510 · Advertising	600		150			150			150			150	600	
56								5530 · Bank Charges	720	60	60	60	60	60	60	60	60	60	60	60	720	
57								5537 · Commission Exp-CCRD Fee	16,600	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,200	16,600	
58								5595 · Taxes-Other	1,400	50	50	50	50	50	50	50	50	50	50	850	1,400	
59								Total 5500 · MISCELLANEOUS	19,320	1,510	1,510	1,660	1,510	1,510	1,510	1,660	1,510	1,660	1,510	2,260	19,320	
60								5600 · OFFICE EXPENSE														
61								5605 · Security Cameras	1,200	100	100	100	100	100	100	100	100	100	100	100	1,200	
62								5610 · Computer	1,800	150	150	150	150	150	150	150	150	150	150	150	1,800	
63								5615 · QBOOKS	1,500		375			375			375			375	1,500	
64								5620 · Office Expense - Misc	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
65								5655 · Postage	685	60	200	200	25	25	25	25	25	25	25	25	685	
66								Total 5600 · OFFICE EXPENSE	8,185	560	700	1,075	525	525	900	525	900	525	525	900	8,185	
67								5800 · PROFESSIONAL FEES														
68								5810 · Accounting	5,400	450	450	450	450	450	450	450	450	450	450	450	5,400	
69								5820 · Audit	7,000	-	-	-	-	-	-	-	-	-	7,000	-	7,000	
70								5830 · Engineering	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
71								5840 · Legal														
72								5840.5 · Collections	1,800	150	150	150	150	150	150	150	150	150	150	150	1,800	
73								5840.6 · Mediation Settlement	600	50	50	50	50	50	50	50	50	50	50	50	600	
74								5840.7 · Legal - Other	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
75								Total 5840 · Legal	14,400	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400	
76								Total 5800 · PROFESSIONAL FEES	29,800	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	1,900	8,900	1,900	29,800	

Association of St. C Condominium Owners
Profit & Loss - BUDGET DRAFT
January through December 2021

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1																						
2																						
3								JAN - Dec 2021	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan - Dec 2021	
77								5900 · SALARIES & WAGES (Admin)														
78								5910 · Administration-Office Manager)	41,600	3,200	3,200	4,800	3,200	3,200	3,200	4,800	3,200	3,200	3,200	3,200	41,600	
79								5920 · Bonuses	2,300												2,300	2,300
80								Total 5900 · SALARIES & WAGES (Admin)	43,900	3,200	3,200	4,800	3,200	3,200	3,200	4,800	3,200	3,200	3,200	5,500	43,900	
81								5995 · TELEPHONE / FAX COMMUNICATIO	10,200	850	850	850	850	850	850	850	850	850	850	850	10,200	
82								Total 5000 · ADMINISTRATIVE (OPERATING E	619,268	50,009	53,649	52,274	49,974	49,974	50,499	49,974	52,074	50,499	49,974	56,974	53,399	619,268
83								6000 · MAINTENANCE EXPENSES														
84								6050 · Auto Expenses - Chevy (old)														
85								6055 · Gas	600	50	50	50	50	50	50	50	50	50	50	50	600	
86								6060 · Registration	100			250	-	-	-	-	-	-	-	-	100	
87								6070 · Repairs & Maint.	500	42	42	42	42	42	42	42	42	42	42	38	500	
88								Total 6050 · Auto Expenses - Chevy (old)	1,200	92	92	342	92	92	92	92	92	92	92	88	1,200	
89								6051 · Auto Expense- Ford (new)														
90								6052 · Gas	2,100	175	175	175	175	175	175	175	175	175	175	175	2,100	
91								6053 · Registration	350			350	-	-	-	-	-	-	-	-	350	
92								6054 · Repairs & Maint	840	70	70	70	70	70	70	70	70	70	70	70	840	
93								Total 6051 · Auto Expense- Ford (new)	3,290	245	245	595	245	245	245	245	245	245	245	245	3,290	
94								6150 · CLEANING SUPPLIES	600	50	50	50	50	50	50	50	50	50	50	50	600	
95								6200 · COMMON AREA EXPENSES														
96								6210 · BLDG Repairs & Maint	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000	
97								6225 · Equipment & Tools	1,500	125	125	125	125	125	125	125	125	125	125	125	1,500	
98								6235 · Landscaping	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
99								6240 · Paint & Paint Supplies	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
100								6245 · Signage	500	42	42	42	42	42	42	42	42	42	42	38	500	
101								6250 · Contract Labor	30,000	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000	
102								Total 6200 · COMMON AREA EXPENSES	50,000	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,163	50,000	

Association of St. C Condominium Owners
Profit & Loss - BUDGET DRAFT
January through December 2021

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1																						
2																						
3								JAN - Dec 2021	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan - Dec 2021	
103								6270 · Exterminating	8,460	705	705	705	705	705	705	705	705	705	705	705	705	8,460
104								6280 · INSURANCE - EE														
105								6283 · Health Insurance	68,258	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	68,258
106								Total 6280 · INSURANCE - EE	68,258	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	5,688	68,258
107								6300 · MISCELLANEOUS EXPENSE														
108								6315 · Laundry Expense	900	75	75	75	75	75	75	75	75	75	75	75	75	900
								Total 6300 · MISCELLANEOUS EXPENSE	900	75	75	75	75	75	75	75	75	75	75	75	75	900
110								6350 · PAYROLL BENEFITS														
111								6358 · Uniforms	1,000	-	-	500	-	-	-	-	-	-	500	-	-	1,000
112								Total 6350 · PAYROLL BENEFITS	1,000	-	-	500	-	-	-	-	-	-	500	-	-	1,000
113								6400 · PAYROLL TAXES														
114								6405 · FICA Expense	26,735	2,061	2,061	3,063	2,061	2,061	2,061	2,061	3,063	2,061	2,061	2,061	2,061	26,735
115								6410 · FUTA Expense	6,184	266	266	395	266	266	266	266	395	266	266	266	3,000	6,184
116								6415 · Medicare	6,253	482	482	716	482	482	482	482	716	482	482	482	482	6,253
117								6430 SUI	8,808	829	829	829	829	829	1,238	742	644	563	563	383	530	8,808
118								6435 · Workman's Compensation	4,500		4,500											4,500
119								Total 6400 · PAYROLL TAXES	52,480	3,638	8,138	5,004	3,638	3,638	4,047	3,551	4,819	3,372	3,372	3,192	6,073	52,480

Association of St. C Condominium Owners
Profit & Loss - BUDGET DRAFT
January through December 2021

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V
1																						
2																						
3								JAN - Dec 2021	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan - Dec 2021	
120								6500 · RENTAL APT. EXPENSES														
121								6505 · Apt A Expenses	420	35	35	35	35	35	35	35	35	35	35	35	35	420
122								6510 · Apt B Expenses	420	35	35	35	35	35	35	35	35	35	35	35	35	420
123								6515 · Apt C Expenses	420	35	35	35	35	35	35	35	35	35	35	35	35	420
124								6520 · Lobby Apt	420	35	35	35	35	35	35	35	35	35	35	35	35	420
125								Total 6500 · RENTAL APT. EXPENSES	1,680	140	140	140	140	140	140	140	140	140	140	140	1,680	
126								6600 · REPAIRS & MAINTENANCE														
127								6602- Replace Maintenance Reserve	45,000	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	3,750	45,000	
128								6605 · Gate - Repairs & Maintenance	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
129								6620 · Pool Maintenance	3,000	250	250	250	250	250	250	250	250	250	250	250	3,000	
130								Total 6600 · REPAIRS & MAINTENANCE	51,000	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	4,250	51,000	
131								6640 · TRASH REMOVAL														
132								6610 · Trash Removal	3,840	320	320	320	320	320	320	320	320	320	320	320	3,840	
133								Total 6640 · TRASH REMOVAL	3,840	320	320	320	320	320	320	320	320	320	320	320	3,840	
134								6670 · SALARIES & WAGES (Maint.)														
135								6673 · Maintenance Wages	268,460	20,663	20,663	30,915	20,663	20,663	20,663	30,915	20,663	20,663	20,663	20,663	268,460	
136								6675 · Security Wages	121,152	9,376	9,376	13,696	9,376	9,376	9,376	13,696	9,376	9,376	9,376	9,376	121,152	
137								Total 6670 · SALARIES & WAGES (Main	389,612	30,039	30,039	44,611	30,039	30,039	30,039	44,611	30,039	30,039	30,039	30,039	389,612	
138								6700 · UTILITIES														
139								6705 · Electricity - St C	28,800	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	28,800	
140								6710 · Propane Gas	3,600	300	300	300	300	300	300	300	300	300	300	300	3,600	
141								Total 6700 · UTILITIES	32,400	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	2,700	32,400	
142								6800 · WATER														
143								6810 · W.A.P.A. Water	90,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	90,000	
144								6830 · Water Testing	2,700	225	225	225	225	225	225	225	225	225	225	225	2,700	
145								Total 6800 · WATER	92,700	7,725	7,725	7,725	7,725	7,725	7,725	7,725	7,725	7,725	7,725	7,725	92,700	
146								Total 6000 · MAINTENANCE EXPENSES	757,420	59,834	64,334	76,872	59,834	59,834	60,243	59,747	75,587	59,568	60,068	59,388	62,261	757,420
147								Total Expense	1,376,688	109,842	117,982	129,146	109,807	109,807	110,741	109,720	127,661	110,066	110,041	116,361	115,660	1,376,688
148								Net Ordinary Income Before Depreciation	(377,040)	(26,538)	(34,678)	(45,842)	(26,503)	(26,503)	(27,437)	(26,416)	(44,357)	(26,762)	(26,737)	(33,057)	(32,356)	(377,040)
149																						
150								5050 · Depreciation Expense	90,000	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	7,500	90,000	
151								Other Income/Expense														
152								Other Income (Expenses)														
153								7000 · Other Income from Hurricane Funds	-	-	-	-	-	-	-	-	-	-	-	-	-	
154								Total Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	
155								Net Other Income	-	-	-	-	-	-	-	-	-	-	-	-	-	
156								Net Incom(LOSS)	(467,040)	(34,038)	(42,178)	(53,342)	(34,003)	(34,003)	(34,937)	(33,916)	(51,857)	(34,262)	(34,237)	(40,557)	(39,856)	(467,040)

EXHIBIT 13



+Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491

Tel: 340-718-6341 • Fax: 340-718-1633

www.stccondo.com

manager@stccondo.com or office@stccondo.com

Treasurer's Report for Annual Owners Meeting 13th February 2021

The Unaudited Financial Statements for the Year ended December 31, 2020 as follows:

1. A Balance Sheet as of December 31, 2020 with Previous Year Comparison
2. Profit & Loss Statement for 2020 versus 2019
3. Profit & Loss Budget for Fiscal Year 2021

A summary is provided below.

BALANCE SHEET:

Balance Sheet Year End Cash Balances-The total is **\$2,174,593 versus \$2,793,276 last year.** The decrease in Cash is due to the continuation of Hurricane Repairs and Replacements Expenditures.

First Bank-Operating Account of \$160,494, includes the "Paycheck Protection Program (PPP) loan of \$90,669. The loan forgiveness application with FirstBank VI is currently being processed.

United/ Bank of Sr Croix funds of \$158,314 is "Reserved" for Future Repairs & Maintenance.

The Association is required to maintain a much higher level of Reserves.

	2020	2019
Hurricane Maria Funds: Acct#1040	\$1,244,184	\$1,650,766
Acct#1250	378,279	655,103
Acct#1255 CD	226,237	225,000
Hurricane Fund Balance	\$1,848,700	\$2,530,869

All Other Cash on Hand Is \$7,085.

	<u>2020</u>	<u>2019</u>
<u>TOTAL INCOME</u>	<u>\$1,001,375</u>	<u>\$954,549</u>
<u>EXPENSES:</u>		
<u>ELECTRICITY & WATER</u>		
○ Electricity	25,634	25,303
○ WATER-Severe Leaks	71,991	190,048
<u>EMPLOYEES-WAGES & BENEFITS</u>		
Salaries, Payroll Taxes & Health Insurance	534,039	550,810
<u>INSURANCE-LIABILITY</u>		
○ Property Insurance	451,864	485,195
○ Liability Insurance Including D&O	54,066	57,478
<u>LANDSCAPING & CONTRACT LABOR</u>	41,065	39,215
<u>REPAIRS & MAINT. COMMON AREAS</u>	132,364	123,222
<u>LEGAL FEES</u>	10,856	32,778
<u>ALL OTHER ADMIN EXPENSES</u>	59,2020	79,859
<u>TOTAL OPERATING EXPENSES</u>	<u>\$1,381,082</u>	<u>\$1,626,824</u>
Other Expenses-Hurricane Maria	(19,365)	(\$44,479)
OTHER INCOME-From Embezzlement		\$17,923
OTHER INCOME-FINANCE Charge Fees	\$116,144	\$36,261
<u>Net Profit (Loss)Before Depreciation</u>	<u>(\$282,929)</u>	<u>(\$621,014)</u>
Depreciation Expense	(\$125,323)	(\$96,804)
Net Income (Loss)	(\$408,251)	(\$717,818)

Notes:

INSURANCE RENEWAL FOR 2020-2021

Once again, the board borrowed \$449,000 to pay the Property Insurance. Two loan payments were made to the FirstBank Hurricane Fund account. Renewal date is July 1st each year.

- Balance Sheet-Equity Accounts- All adjustments to the Fund Accounts will be done by the "Auditors".
- All Audit Schedules have been completed for 2017 through 2020. The Audit firm of Bert Smith & Co. had many challenges during the "embezzlement" period, mostly because check numbers were recorded out of sequence. COVID-19 also slowed down the audit.

All the best to the 2021 new board of directors. I am sure you will continue to perform your duties on behalf of "All Owners". My very Best wishes, however to the new treasurer who will have a 24/7 job.

Submitted by: _____ Jackie Joseph _____, Treasurer

13th February 2021

2:44 PM

02/08/21

Accrual Basis

Association of St. C Condominium Owners

Balance Sheet Prev Year Comparison - UNAUDITED

As of December 31, 2020

	Dec 31, 20	Dec 31, 19	\$ Change
ASSETS			
Current Assets			
Checking/Savings			
1110.-CD Bank of STX-Insurance	29,162.65	29,076.49	86.16
1010 · Petty Cash	426.25	426.25	0.00
1020 · Bank Of STX-Checking 4954	11.26	11.26	0.00
1030 · First Bank-Checking	160,494.35	97,815.96	62,678.39
1040 · FirstBank-Savings LT Repair/R...	1,244,183.74	1,650,765.79	-406,582.05
1175 · United Bank - Checking CC	6,647.19	6,657.19	-10.00
1180 · United Bank - CD LT Repair/Rep	92,697.13	92,015.21	681.92
1190 · United Bank - CD Ins Ded Res	10,198.92	10,148.81	50.11
1200 · United Bank - CD Insurance Res	26,255.65	26,255.65	0.00
1250 · United Bank - Hurricane Maria	378,278.66	655,102.94	-276,824.28
1255 · Banco Popular - CD Insurance	226,237.24	225,000.00	1,237.24
Total Checking/Savings	2,174,593.04	2,793,275.55	-618,682.51
Accounts Receivable			
1300 · ACCOUNTS RECEIVABLE	708,025.99	546,406.53	161,619.46
1310 · Doubtful Accounts	-337,435.66	-337,435.66	0.00
Total Accounts Receivable	370,590.33	208,970.87	161,619.46
Other Current Assets			
1400 · Inventory Gate Access	1,797.40	1,797.40	0.00
1410 · Cable TV Convertor Deposits	10,958.00	10,958.00	0.00
1430 · Prepaid Insurance	251,931.47	254,104.90	-2,173.43
1450 · Refund Due	6,671.75	2,094.85	4,576.90
1499 · UNDEPOSITED FUNDS	22,983.87	25,758.67	-2,774.80
Total Other Current Assets	294,342.49	294,713.82	-371.33
Total Current Assets	2,839,525.86	3,296,960.24	-457,434.38
Fixed Assets			
1710 · Capital Improvement	1,970,614.14	1,681,086.53	289,527.61
1710.5 · Capital Improvements - A/D	-622,992.91	-519,570.71	-103,422.20
1730 · Equipment	227,472.84	216,426.84	11,046.00
1730.5 · Equipment - Misc - A/D	-209,772.11	-195,415.70	-14,356.41
1740 · Equipment - Mail Boxes	6,174.15	6,174.15	0.00
1740.5 · Equipment - Mail Boxes A/D	-6,174.15	-6,174.15	0.00
1760 · Equipment - Office	32,240.08	32,240.08	0.00
1760.5 · Equipment - Office - A/D	-32,240.08	-32,240.08	0.00
1770 · Furniture & Fixtures	19,770.21	19,770.21	0.00
1770.5 · Furniture & Fixtures - A/D	-18,934.21	-18,094.21	-840.00
1780 · Vehicle - Chevy	25,690.89	25,690.89	0.00
1780.5 · Vehicle - Chevy A/D	-25,690.89	-22,692.55	-2,998.34
1810 · Guard House	18,530.29	22,236.22	-3,705.93
Total Fixed Assets	1,384,688.25	1,209,437.52	175,250.73
TOTAL ASSETS	4,224,214.11	4,506,397.76	-282,183.65
LIABILITIES & EQUITY			

2:44 PM

02/08/21

Accrual Basis

Association of St. C Condominium Owners

Balance Sheet Prev Year Comparison - UNAUDITED

As of December 31, 2020

	Dec 31, 20	Dec 31, 19	\$ Change
Liabilities			
Current Liabilities			
Accounts Payable			
2000 · Accounts Payable	101,690.24	60,718.99	40,971.25
Total Accounts Payable	101,690.24	60,718.99	40,971.25
Credit Cards			
2050 · The Home Depot	7,847.89	7,847.89	0.00
Total Credit Cards	7,847.89	7,847.89	0.00
Other Current Liabilities			
2200 · Cable TV - Clearing Account	-18,483.77	-14,069.05	-4,414.72
2500 · PAYROLL LIABILITY	30,320.57	31,803.45	-1,482.88
2600 · SECURITY DEPOSIT	18,292.00	17,967.00	325.00
Total Other Current Liabilities	30,128.80	35,701.40	-5,572.60
Total Current Liabilities	139,666.93	104,268.28	35,398.65
Long Term Liabilities			
2700 PPP Loan	90,669.15	0.00	90,669.15
Total Long Term Liabilities	90,669.15	0.00	90,669.15
Total Liabilities	230,336.08	104,268.28	126,067.80
Equity			
3010 · Plant Fund	419,031.00	419,031.00	0.00
3015 · Operating Fund	143,402.61	143,402.61	0.00
3020 · Capital Fund	75,488.00	75,488.00	0.00
3025 · Insurance Reserve Fund	386,080.00	386,080.00	0.00
3095 · Roof Assessment Fund	71,071.00	71,071.00	0.00
3300 · Prior period adjustment	-7,517.00	-7,517.00	0.00
3999 · RETAINED EARNINGS	3,314,573.87	4,032,392.09	-717,818.22
Net Income	-408,251.45	-717,818.22	309,566.77
Total Equity	3,993,878.03	4,402,129.48	-408,251.45
TOTAL LIABILITIES & EQUITY	4,224,214.11	4,506,397.76	-282,183.65

12:11 PM
02/08/21
Accrual Basis

Association of St. C Condominium Owners
Profit & Loss Prev Year Comparison
January through December 2020

	Jan - Dec 20	Jan - Dec 19	\$ Change
Ordinary Income/Expense			
Income			
Ask My CPA - Income	0.00	2,690.97	-2,690.97
New Cable Box Fee Income	45.00	170.00	-125.00
4000 · ASSESSMENTS INCOME			
4010 · Insurance Assessment	203,136.00	202,112.00	1,024.00
4020 · Monthly Maintenance Fee Income	504,714.90	460,318.00	44,396.90
4030 · Insurance Deductable	90,459.00	90,003.00	456.00
4035 · Long Term Repair / Replacement	153,939.00	153,163.00	776.00
Total 4000 · ASSESSMENTS INCOME	952,248.90	905,596.00	46,652.90
4050 · Doubtful Acct	0.00	-35,000.00	35,000.00
4100 · Cable TV Remote Control Sales	75.00	125.00	-50.00
4200 · Interest Income	7,452.38	7,475.99	-23.61
4300 · LATE FEES - INCOME			
4310 · Finance Charges Fees	116,143.50	36,260.60	79,882.90
Total 4300 · LATE FEES - INCOME	116,143.50	36,260.60	79,882.90
4500 · MISC - INCOME			
4540 · Gate & Mail Keys Fee Income	270.00	145.00	125.00
4543 · Gate Remote	135.00	45.00	90.00
4545 · Laundry Income	788.50	1,912.00	-1,123.50
4550 · Parking Fee - Income	50.00	50.00	0.00
4555 · HOA Clearance Statement Fee	0.00	700.00	-700.00
4599 · Cleaning Income	400.00	660.00	-260.00
4500 · MISC - INCOME - Other	320.00	304.00	16.00
Total 4500 · MISC - INCOME	1,963.50	3,816.00	-1,852.50
4600 · RENTAL INCOME			
4610 · Apt A - Rental Income	10,200.00	7,800.00	2,400.00
4620 · Apt B - Rental Income	10,200.00	7,800.00	2,400.00
4630 · Apt C - Rental Income	13,200.00	10,800.00	2,400.00
4650 · Lobby Apt - Rental Income	4,660.00	6,710.00	-2,050.00
Total 4600 · RENTAL INCOME	38,260.00	33,110.00	5,150.00
4700 · REPAIRS - UNIT INCOME			
4710 · Repairs Income - Owner Payments	446.00	154.51	291.49
4750 · Owner Reimbursable Charges	0.00	0.00	0.00
Total 4700 · REPAIRS - UNIT INCOME	446.00	154.51	291.49
4809 · Returned Check Charges	0.00	150.00	-150.00
49900 · *Uncategorized Income	884.04	0.00	884.04
Total Income	1,117,518.32	954,549.07	162,969.25
Gross Profit	1,117,518.32	954,549.07	162,969.25
Expense			
Ask My CPA	0.00	75.00	-75.00
AUTO EXPENSE			
Reimbursements	0.00	103.53	-103.53

12:11 PM

02/08/21

Accrual Basis

Association of St. C Condominium Owners

Profit & Loss Prev Year Comparison

January through December 2020

	Jan - Dec 20	Jan - Dec 19	\$ Change
Total AUTO EXPENSE	0.00	103.53	-103.53
Void Check	0.00	0.00	0.00
5000 · ADMINISTRATIVE (OPERATING EXPS)			
5050 · Depreciation Expense	125,322.88	96,804.44	28,518.44
5100 · ASSOCIATION' EXPENSE			
5110 · Annual & Board Meeting Expenses	4,235.90	3,899.12	336.78
Total 5100 · ASSOCIATION' EXPENSE	4,235.90	3,899.12	336.78
5200 · INSURANCE EXPENSE			
5210 · Auto Insurance	2,407.98	2,569.14	-161.16
5220 · Comm. General Liability Ins.	14,859.18	14,847.96	11.22
5230 · Crime Bond Insurance	2,302.20	2,062.14	240.06
5240 · Director's & Off's Gen Liab Ins	31,333.50	34,042.45	-2,708.95
5250 · Excess Liability Comm Ins	3,269.58	3,956.52	-686.94
5260 · Property Insurance	451,863.84	485,194.56	-33,330.72
5200 · INSURANCE EXPENSE - Other	-106.54	0.00	-106.54
Total 5200 · INSURANCE EXPENSE	505,929.74	542,672.77	-36,743.03
5400 · LICENSES & FEES			
5420 · Fees & Licenses	182.00	2,179.00	-1,997.00
Total 5400 · LICENSES & FEES	182.00	2,179.00	-1,997.00
5500 · MISCELLANEOUS			
5510 · Advertising	180.00	526.64	-346.64
5530 · Bank Charges	12,048.15	927.50	11,120.65
5537 · Commission Expense - CCRD FEES	5,049.58	14,914.67	-9,865.09
5539 · Interest Expense	1,354.44	3,246.59	-1,892.15
5550 · Miscellaneous Expense	0.00	545.00	-545.00
5570 · Payroll - CompTime	0.00	4,015.92	-4,015.92
5595 · Taxes	92.49	329.90	-237.41
Total 5500 · MISCELLANEOUS	18,724.66	24,506.22	-5,781.56
5600 · OFFICE EXPENSE			
5605 · Security Cameras	2,564.74	1,436.25	1,128.49
5610 · Computer	3,321.47	2,388.00	933.47
5615 · Dues & Subscriptions	0.00	1,124.24	-1,124.24
5620 · Office Expense - Misc	5,019.85	7,681.64	-2,661.79
5640 · FF & E - Repair & Maintenance	6,831.68	158.00	6,673.68
5650 · Supplies	1,712.98	757.01	955.97
5655 · Postage	274.10	131.85	142.25
5600 · OFFICE EXPENSE - Other	6,089.59	237.32	5,852.27
Total 5600 · OFFICE EXPENSE	25,814.41	13,914.31	11,900.10
5800 · PROFESSIONAL FEES			
5810 · Accounting	0.00	5,296.50	-5,296.50
5820 · Audit	0.00	6,000.00	-6,000.00
5830 · Engineering	600.00	0.00	600.00
5840 · Legal			
5840.7 · Legal - Other	0.00	1,470.00	-1,470.00

	Jan - Dec 20	Jan - Dec 19	\$ Change
5840 · Legal - Other	10,856.25	31,308.45	-20,452.20
Total 5840 · Legal	10,856.25	32,778.45	-21,922.20
Total 5800 · PROFESSIONAL FEES	11,456.25	44,074.95	-32,618.70
5900 · SALARIES & WAGES (Admin)			
5910 · Administration	48,218.50	49,890.94	-1,672.44
5920 · Bonuses	0.00	8,527.00	-8,527.00
Total 5900 · SALARIES & WAGES (Admin)	48,218.50	58,417.94	-10,199.44
5995 · TELEPHONE / FAX COMMUNICATIONS	8,832.22	10,984.11	-2,151.89
5000 · ADMINISTRATIVE (OPERATING EXPS) - O...	150.00	0.00	150.00
Total 5000 · ADMINISTRATIVE (OPERATING EXPS)	748,866.56	797,452.86	-48,586.30
6000 · MAINTENANCE EXPENSES			
6050 · Auto Expenses - Chevy (old)			
6070 · Repairs & Maint.	934.29	765.59	168.70
6050 · Auto Expenses - Chevy (old) - Other	250.00	1,052.25	-802.25
Total 6050 · Auto Expenses - Chevy (old)	1,184.29	1,817.84	-633.55
6051 · Auto Expense- Ford (new)			
6052 · Gas	2,017.49	217.12	1,800.37
6053 · Registration	244.00	0.00	244.00
6054 · Repairs & Maint	0.00	665.00	-665.00
6051 · Auto Expense- Ford (new) - Other	1,308.15	177.80	1,130.35
Total 6051 · Auto Expense- Ford (new)	3,569.64	1,059.92	2,509.72
6100 · Cable TV Expense	0.00	736.75	-736.75
6150 · CLEANING SUPPLIES	158.00	1,981.36	-1,823.36
6200 · COMMON AREA EXPENSES			
6205 · BLDG Materials & Supplies	1,106.50	4,877.62	-3,771.12
6210 · BLDG Repairs & Maint	19,532.28	18,148.25	1,384.03
6215 · Cistern Cleaning	11,870.00	3,519.88	8,350.12
6220 · Cistern Maintenance	7,091.27	22,885.44	-15,794.17
6225 · Equipment & Tools	0.00	29.99	-29.99
6230 · Roof repairs and Maint.	0.00	183.28	-183.28
6235 · Landscaping	9,140.08	27,910.10	-18,770.02
6240 · Paint & Paint Supplies	8,078.68	6,133.98	1,944.70
6248 · Tools & Equipment Rentals	0.00	600.00	-600.00
6250 · Contract Labor	31,925.00	11,305.00	20,620.00
6200 · COMMON AREA EXPENSES - Other	18,674.89	1,129.30	17,545.59
Total 6200 · COMMON AREA EXPENSES	107,418.70	96,722.84	10,695.86
6270 · Exterminating	9,290.50	8,039.98	1,250.52
6280 · INSURANCE - EE			
6283 · Health Insurance	75,928.83	82,789.18	-6,860.35
Total 6280 · INSURANCE - EE	75,928.83	82,789.18	-6,860.35
6300 · MISCELLANEOUS EXPENSE			

	Jan - Dec 20	Jan - Dec 19	\$ Change
6315 · Laundry Expense	1,111.00	464.00	647.00
6300 · MISCELLANEOUS EXPENSE - Other	0.00	9.00	-9.00
Total 6300 · MISCELLANEOUS EXPENSE	1,111.00	473.00	638.00
6400 · PAYROLL TAXES			
6405 · FICA Expense	24,756.88	25,321.44	-564.56
6410 · FUTA Expense	6,746.91	3,343.97	3,402.94
6415 · Medicare	5,789.92	5,921.96	-132.04
6420 · Penalties & Interest	0.00	1,546.30	-1,546.30
6430 · VIESA	10,714.64	13,469.66	-2,755.02
6435 · Workman's Compensation	4,119.33	3,239.38	879.95
6400 · PAYROLL TAXES - Other	1,528.22	0.00	1,528.22
Total 6400 · PAYROLL TAXES	53,655.90	52,842.71	813.19
6500 · RENTAL APT. EXPENSES			
6505 · Apt A Expenses	0.00	272.44	-272.44
6510 · Apt B Expenses	0.00	606.27	-606.27
6520 · Lobby Apt	40.99	264.09	-223.10
Total 6500 · RENTAL APT. EXPENSES	40.99	1,142.80	-1,101.81
6600 · REPAIRS & MAINTENANCE			
6630 Water Plant Rep/Maint	0.00	626.24	-626.24
6602 · Replacement Maintenance Reserve	24,726.25	0.00	24,726.25
6605 · Gate - Repairs & Maintenance	1,470.00	16,035.00	-14,565.00
6620 · Pool Maintenance	1,631.20	1,266.25	364.95
6625 · Generator Repair & Maintenance	2,946.70	2,202.80	743.90
6635 · Hurricane Maria Repairs	10,413.00	28,202.07	-17,789.07
6600 · REPAIRS & MAINTENANCE - Other	14,558.28	5,694.65	8,863.63
Total 6600 · REPAIRS & MAINTENANCE	55,745.43	54,027.01	1,718.42
6640 · TRASH REMOVAL			
6610 · Trash Removal	10,265.00	8,129.70	2,135.30
6640 · TRASH REMOVAL - Other	0.00	75.00	-75.00
Total 6640 · TRASH REMOVAL	10,265.00	8,204.70	2,060.30
6650 · SPECIAL ASSESSMENT			
6656 · Guard House	0.00	60.00	-60.00
Total 6650 · SPECIAL ASSESSMENT	0.00	60.00	-60.00
6670 · SALARIES & WAGES (Maint.)			
6673 · Maintenance Wages			
6674 · Maintenance - Bonus	2,750.00	1,100.00	1,650.00
6673 · Maintenance Wages - Other	218,914.46	232,284.36	-13,369.90
Total 6673 · Maintenance Wages	221,664.46	233,384.36	-11,719.90
6675 · Security Wages			
6676 · Security Bonus	1,550.00	1,150.00	400.00
6675 · Security Wages - Other	132,321.38	122,218.94	10,102.44

	Jan - Dec 20	Jan - Dec 19	\$ Change
Total 6675 · Security Wages	133,871.38	123,368.94	10,502.44
6670 · SALARIES & WAGES (Maint.) - Other	700.00	0.00	700.00
Total 6670 · SALARIES & WAGES (Maint.)	356,235.84	356,753.30	-517.46
6700 · UTILITIES			
6705 · Electricity - St C	21,002.17	21,051.68	-49.51
6708 · WAPA Electric Apt C	757.06	374.57	382.49
6710 · Propane Gas	1,703.62	1,729.81	-26.19
6711 · WAPA Electric Apt B	1,592.43	1,450.89	141.54
6712 · WAPA Electric Apt A	578.91	696.31	-117.40
Total 6700 · UTILITIES	25,634.19	25,303.26	330.93
6800 · WATER			
6810 · W.A.P.A. Water	69,445.07	189,007.92	-119,562.85
6830 · Water Testing	2,545.50	1,040.00	1,505.50
Total 6800 · WATER	71,990.57	190,047.92	-118,057.35
6000 · MAINTENANCE EXPENSES - Other	2,199.33	2,382.93	-183.60
Total 6000 · MAINTENANCE EXPENSES	774,428.21	884,385.50	-109,957.29
6630 · Hurricane - Windows/Shutters	2,475.00	8,273.40	-5,798.40
Total Expense	1,525,769.77	1,690,290.29	-164,520.52
Net Ordinary Income	-408,251.45	-735,741.22	327,489.77
Other Income/Expense			
Other Income			
7001 · Other Income	0.00	17,923.00	-17,923.00
Total Other Income	0.00	17,923.00	-17,923.00
Net Other Income	0.00	17,923.00	-17,923.00
Net Income	-408,251.45	-717,818.22	309,566.77

EXHIBIT 14

Association of St. C Condominium Owners

Transaction Report
All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
United Bank - CD 6 mnth								
09/01/2016	Check	3716	Association of St. C Condo Owners	LT Repair/Rep CD	1180 United Bank - CD 6 mnth	1030 First Bank-Checking	90,000.00	90,000.00
03/01/2017	Deposit			Interest	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	332.27	90,332.27
12/31/2017	Journal Entry	PpdIns17/21		To adjust CD Balances and show Interest Income as of 12/31/2018	1180 United Bank - CD 6 mnth	-Split-	334.11	90,666.38
02/24/2018	Deposit			VOID: Interest	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	0.00	90,666.38
12/31/2018	Journal Entry	PpdIns18/20			1180 United Bank - CD 6 mnth	-Split-		90,666.38
12/31/2018	Journal Entry	PpdIns18/21		To adjust CD Balances and show Interest Income as of 12/31/2018	1180 United Bank - CD 6 mnth	-Split-	671.92	91,338.30
12/31/2019	Deposit			Deposit	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	676.91	92,015.21
07/14/2020	Deposit			Deposit	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	340.33	92,355.54
12/31/2020	Deposit			Deposit	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	341.59	92,697.13
12/31/2021	Deposit			Interest	1180 United Bank - CD 6 mnth	4200 MISCELLANEOUS - INCOME:Interest Income	343.14	93,040.27
Total for United Bank - CD 6 mnth							\$93,040.27	
TOTAL							\$93,040.27	

EXHIBIT 15



Jessica Hodge <jahodge427@gmail.com>

Reference to Unit 144

Jackie Joseph <jpaulet74@gmail.com>

Tue, Jan 11, 2022 at 1:58 PM

To: Marjorie Robins <danishwestindies@gmail.com>, jahodge427 <jahodge427@gmail.com>

Cc: president@stccondo.com

Dear Marjorie,

To the best of my knowledge, please see the information provided in this letter.
Hopefully the Finance Charge/Interest will be adjusted.

I know Genvieve did turn it off in QBooks at some point.

Best Wishes to everyone
Jackie, Unit 341

**UNIT #144.pdf**
346K

To: Marjorie Robbins, Current Owner of Unit #144

CC. Jessica Hodge, Treasurer of the Association of St. C Condominium Owners

Date: January 11, 2022

Reference Unit #144

The purpose of this letter is to provide some information upon returning to the board as treasurer in March 2018.

Unit #144 was purchased by a Military Member, Pamela Gardner, using a VA loan.

To my knowledge, she was away on "active duty", when she first became delinquent, and the Association was told that you cannot place a lien or foreclosure on Military Members who are on "active duty"; hence the increase in the balance due.

Apparently, when it became clear that the Owner, for whatever reason, could not fulfil her responsibility to STC, a final payment was received for \$5,200 as a make-good on the debt of the Military Member/Owner, Ms. Gardner. The check was paid by Vendors Resource Management.

Subsequently the unit was put on the market for sale, by the VA, for anyone to buy.

A new owner would not be responsible to pay any balance to Association, and Ms. Gardner's account should not have been transferred under the name of Marjorie Robbins. I am positive that a new account was established under Ms. Robbin's name once she became the new owner.

As a note: The Finance Charge/Interest was turned off a long time ago in QUICKBOOKS, and appears to be reinstated.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Jackie Joseph', written over a printed name.

Jackie Joseph, Unit #341

Former Treasurer

EXHIBIT 16

Association of St. C Condominium Owners

Board Meeting-TREASURER'S REPORT July 08, 2020

BALANCE SHEET:

Total Cash Balance is \$2,603,755 before adjustments

The Balance includes Payroll Protection Funds (PPP) of \$90,669, received on May 12, 2020 through First Bank as the Lender.

There is better financial management of funds, so most of the Association's expenses are mainly fixed costs; for example Payroll, Utilities, any Common Area Costs.

In keeping with the USVI COVID-19 Executive Order by the Governor,
(* Note- the provisions of Section 4 of the order issued on April 20, 2020, " forbidding increases in rent shall remain in full force an effect",)

That stated, perhaps the board can defer the HOA fee until the next quarter,
October 01, 2020.

Submitted by: _____ Jackie Joseph _____, Treasurer



EXHIBIT 17

Subject: "Reimbursement committee" cited below in email

Importance: High

-----Original Message-----

To: 139/144/201/301 Marjorie Robbins <danishwestindies@gmail.com>;
Joanna Walker <jowalker777@comcast.net>; 341 Jackie Joseph
<Jpaulet74@gmail.com>; 309 Mark Pratt <bamabear7@hotmail.com>;
227 Karen Benoit <hisanointedbeauty@hotmail.com>; 115 Claude &
Denise Richardson <dcrcocoa@gmail.com>; 107 Jessica Hodge &
Donald Reynolds <jahodge427@gmail.com>; got0_mail@yahoo.com;
todd1charles@gmail.com

Sent: Fri, Aug 7, 2020 4:07 pm

Subject: To accompany reimbursements

To all who have submitted invoices for pre-Maria upgrades—

The reimbursement committee consisted of myself, Joanna, the VP, Jackie, the treasurer, and Dennis.'

The committee decided to honor invoices back to 2015. Ten percent depreciation was subtracted per year from 2017.

If the invoices were for shutters and the owners accepted our upgraded shutters, they were disqualified, otherwise paid on scale.

Sliders were reimbursed if owners did not accept Eddie's sliders. If they did, the previously installed sliders were disqualified.

Windows and doors were reimbursed as per our unit cost for the complex.

We have printed a very formal release for each owner to sign before the reimbursements are distributed.

Marjorie

Front Office
Association of St. C Condominiums
4200 Estate St. John
Christiansted, VI 00820
(340) 718-6341 Office
(340) 718-1633 FAX

<Waiver Document.docx>

EXHIBIT 18

1250 Bank of St Croix - Hurricane CkEnding Balance: \$335,763.87

Date	Ref No.	Payee	Memo	Payment	Deposit	Reconciliation Status	Balance	Type	Account	Added in Banking
08/03/2021	1255	Michelle Moore - 232	HurricaneReplace Broom: Windows	2,189.75		Reconciled	335,763.87	Bill Payment	2000 Accounts Payable	
08/03/2021	1254	Luz Solarez 225	Reimburse for replacing front door	215.98		Reconciled	337,953.62	Bill Payment	2000 Accounts Payable	
06/08/2021	1253	Quantum Vision Construction LLC	Refurbish & paint concrete surface on pool walls & floors	10,997.50		Reconciled	338,169.60	Bill Payment	2000 Accounts Payable	
04/27/2021	1252	Peter Serini 324	Removed and installed four porch doors	400.00		Reconciled	349,167.10	Bill Payment	2000 Accounts Payable	
02/01/2021	1251	Eddie's Glass Services		13,905.41		Reconciled	349,567.10	Bill Payment	2000 Accounts Payable	
01/22/2021	1250	Vera Baquet - 212	Reimbursment for windows	1,438.30		Reconciled	363,472.51	Bill Payment	2000 Accounts Payable	
01/22/2021	1249	Vera Baquet - 205 (deleted)	Reimbursement of windows	2,555.20		Reconciled	364,910.81	Bill Payment	2000 Accounts Payable	
01/22/2021	1248	Lorna Dickerson - 111	Reimbursement for hurricane shutters	2,000.00		Reconciled	367,466.01	Bill Payment	2000 Accounts Payable	
01/22/2021	1247	Kenneth Yee - 312	Reimbursement on window, Door and Sliding Glass	4,971.35		Reconciled	369,466.01	Bill Payment	2000 Accounts Payable	
01/22/2021	1246	Jessica Hodge - 107	Reimbursement of Windows for Bdr.,Bath, Din Rm & Kitchen	2,403.00		Reconciled	374,437.36	Bill Payment	2000 Accounts Payable	
01/22/2021	1245	Christolyn Williams - 128	Reimbursement for replacing windows			Reconciled		Bill		
12/03/2020	1245	Christolyn Williams - 128	Hurricane - 2017	1,438.30		Reconciled	376,840.36	Payment	2000 Accounts Payable	
12/03/2020	1244	Eddie's Glass Services		6,228.55		Reconciled	378,278.66	Bill Payment	2000 Accounts Payable	
09/04/2020								Bill		
08/31/2020	1243	Diana Robinson		597.22		Reconciled	384,507.21	Payment	2000 Accounts Payable	
08/31/2020								Bill		
08/05/2020	1242	Mr & Mrs Oliver Pierre - 336	Reimbursement Installed sliding glass door	4,076.00		Reconciled	385,104.43	Payment	2000 Accounts Payable	
08/04/2020	1241	Jihad Foty - 325	Installed Entry Door,Bdr gallery door, gallery shutter & Bdr shutter	4,294.60		Reconciled	389,180.43	Bill Payment	2000 Accounts Payable	
08/03/2020	1240	Roderick Todd Charles - 243	Installed Bdr. gallery door	1,097.00		Reconciled	393,475.03	Bill Payment	2000 Accounts Payable	
08/03/2020	1239	Mr & Mrs Oliver Pierre - 336	VOID: Installed sliding glass door	0		Reconciled	394,572.03	Bill Payment	2000 Accounts Payable	
08/03/2020	1238	Marjorie Robbins - 301	Reimburse Sliders	3,861.41		Reconciled	394,572.03	Bill Payment	2000 Accounts Payable	
08/03/2020	1237	Marjorie Robbins - 201	Installed Slideres	3,432.37		Reconciled	398,433.44	Bill Payment	2000 Accounts Payable	
08/03/2020		Kathryn Christiansen & Janice						Bill		
08/03/2020	1236	Morariu - 211	Replacement of Kitchen Window	1,130.40		Reconciled	401,865.81	Payment	2000 Accounts Payable	
08/03/2020	1235	Jihad Foty - 325	VOID: Installed Entry Door,Bdr gallery door, gallery shutter & Bdr shutter	0		Reconciled	402,996.21	Bill Payment	2000 Accounts Payable	
08/03/2020								Bill		
08/03/2020	1234	Denis Richardson - 115	Installed Bdr Gallery door & Kitchen Window	1,775.70		Reconciled	402,996.21	Payment	2000 Accounts Payable	

CONFIDENTIAL - NOT FOR DISTRIBUTION

EXHIBIT 19



Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491

Tel: 340-718-6341 • Fax: 340-718-1633

www.stccondo.com

manager@stccondo.com or office@stccondo.com

MINUTES

Board of Directors Meeting

May 13, 2020 – 6:06PM

CALL TO ORDER AND ROLL CALL

Directors Present:

Marjorie Robbins (139, 144, 301)
Mark Pratt (309), via telephone
Todd Charles (243), via telephone
Joanna Walker (116)
Jessica Hodge (107), via telephone
Denise Richardson (115)

Directors Absent:

Bradley Johnston (202)
Jackie Joseph (341)
*Karen Benoit (227)

*Excused Absence

Also In Attendance:

Dennis Smith, General Manager
Martin Levy (236)
Vera Baquet (205/212), via telephone
Kathryn Christiansen (211), via telephone
Darryl Benjamin (306), via telephone
Diana Robinson (302), via telephone
Diane Petrushkevich (103), via telephone
Michelle Moore (232), via telephone

1.0 CALL TO ORDER

The Board of Directors' meeting was called to order at 6:06 p.m.

1.1 APPROVAL OF AGENDA

MOTION – Joanna Walker motioned to adopt the meeting's agenda. This motion was seconded by Denise Richardson. All Board members voted in favor of the motion, which was subsequently carried.

2.0 APPROVAL OF PAST MINUTES RECENTLY SUBMITTED

MOTION – Mark Pratt motioned to approve the minutes of the Board of Director's meeting held on February 12, 2020. This motion was seconded by Todd Charles. All Board members voted in favor of the motion which was subsequently carried.

MOTION – Todd Charles motioned to approve the minutes of the Board of Director's meeting held on March 11, 2020. This motion was seconded by Mark Pratt. All Board members voted in favor of the motion which was subsequently carried.

3.0 GENERAL MANAGER'S REPORT

The Manager began his report with an update on the windows and sliding glass door installation. Eddie's Glass Services remains closed through the extended stay-at-home requirement. A date has not been set yet to resume the work due to the uncertainty of the pandemic restrictions.

The window manufacturing plant remains shut down with only limited activities. The kitchen, bathroom and dining room windows will be completed by the end of May and shipped the first week of June. There may be some interior work required in the kitchen. Quotes for installation of the windows need to be solicited. Precautions will be taken concerning installation during hurricane season.

Masonry repairs have been completed in Unit 127 and 309. Masonry repairs started and continue in Unit 209 and 303. Unit 306 repairs have been suspended at the request of the owner during the stay-at-home requirement.

Commercial Coating has ceased warranty repairs on the roof coating, demobilized, and will not return. This is in default of the twenty-year warranty. The Association still holds the retainage monies to cover the warranty and will notify the contractor of his default, voiding his right to the monies. Upon investigation, it was determined that the contractor did not utilize the specified 6" tape when the repairs were made in 2018 but instead had utilized a 6" silicone that did not bond to the roof material. The association's attorney will be contacted to find out what actions can be taken.

The pumps in the booster pumphouse were not producing sufficient water pressure to the units on the upper level. It was discovered that the inner liner of the water tank had ruptured due to normal wear and tear and it was replaced. Eventually a new water tank will need to be purchased and at that time the low-pressure side will be manifolded into the high-pressure side.

Unit 309 and 310 front porches were cast on April 30th and forms/uprights will be removed when the curing time has been met and the surfaces will be rubbed/finished and then primed/painted.

The Department of Planning and Natural Resources sent the Association a notice of missing test for the 2018 calendar year. A form was provided underlining the measures that need to be taken to correct the issue. This will be addressed and compiled in with the 2019 report which will be submitted by the July 1 due date.

A request was sent to VIYA to replace the cable junction boxes. These have deteriorated over the years from the elements.

Four sets of hurricane shutters for the bedroom windows that were ordered as extras have been received. These will allow for an immediate replacement in the event that there is a malfunction/irreparable shutter.

4.0 OFFICERS' REPORTS

4.1 PRESIDENT'S REPORT

Marjorie Robbins began her report with an update on insurance renewal. An application form was received from Inter-Ocean and will be completed/returned. A letter was received from the underwriters for Marshall & Sterling notifying the Association that there may be an increase to the premium.

The Association applied for the Payroll Protection Program loan and was qualified for around one hundred thousand to cover payroll costs.

A lien will be filed on Unit 102, Martin Merrick, to protect the Association. The current balance owed is over forty-three thousand. Unit 214 is under contract for sale and the attorney has been made aware of the outstanding monies due to the Association. Closing has been postponed until July. Further efforts will be made to collect the remaining outstanding monies. It was noted that the remaining units with outstanding balances are vacant and in poor shape.

A letter received from an owner who had done some work pre-Maria and is seeking compensation. If owners have replaced windows/sliders/shutters back to 2014 and are seeking compensation, the Association will accept written requests with copies of invoices for consideration of reimbursement at percentage. However, note that the Association has made repair work throughout St. C the priority concern that needs to be addressed.

With the success of the dance parties, Ms. Robbins proposed setting aside five thousand dollars for furniture in the great room or creating amenities such as exercise equipment.

An owner (103) interrupted by asking about fixing the pool and heating it. It was pointed out that owners should save their comments to the end of the meeting under the agenda topic for owner's concerns. Dennis Smith stated that the pool is being used, that re-coating of the pool was set to be addressed this year and that cost-effective solutions for heating the pool were being explored. Currently, the options available would not be able to increase the temperature to 72 degrees without figuring out how to modify the existing pipe system. Also, to note, heating the pool throws off the chemical balance, increasing costs for additional maintenance and chemicals.

Todd Charles re-directed back to the topic of furniture. Mr. Charles noted that there were structural issues at the planters in the pool area that need to be addressed and should probably take priority. He recommended that, at the least, the planters be emptied and straps be utilized to prevent the danger of collapsing into the parking lot below.

MOTION – Joanna Walker motioned to spend five thousand dollars on furniture for the restaurant so that the residents will have a place to gather until the social distancing is not required. This motion was seconded by Denise Richardson. Ms. Robbins, Ms. Walker and Ms. Richardson voted for and Mr. Pratt, Mr. Charles and Ms. Hodge voted against. The motion was not carried.

4.2 VICE PRESIDENT'S REPORT

Joanna Walker reported that a quote was received for the road repair. The contractor would not quote for patching, saying that, due to drainage, the road would require patching within six months. The solution would be to re-work the drainage but consideration of the adjacent properties would need to be taken. A discussion of ownership and procedure followed.

MOTION – Todd Charles motioned to prepare an RFP sent to all qualified contractors to perform the road repair and associated drainage with a Civil Engineer stamped design. This motion was seconded by Joanna Walker. All Board members voted in favor of the motion which was subsequently carried.

Ms. Walker contacted the COVID hotline to question the fourteen-day quarantine requirement for people coming to the island. It was confirmed that anyone coming on island for work does not have to quarantine but should monitor their health and that anyone coming for pleasure is required to

quarantine for fourteen days. There was a worker who came on island and rented a unit in St. C for his wife and child. The worker's family would be required to quarantine. A false rumor was spread that the wife was pregnant and had COVID-19.

The landscaper is doing an excellent job. There are spigots in the back can be used to spray down the windows and shutters to aid in maintenance. Dennis Smith noted that owners and renters should be doing their part to keep the screens, doors and windows clear of leaves and clean of salt. A discussion of requiring owners to pay a fee when renting the units and tracking renters followed. The office will be setting up a set of procedures and enforcement.

4.3 SECRETARY'S REPORT

Ms. Hodge reported that during the April 8, 2020 meeting, two St. C owners were nominated to fill the Board Member vacancy created by Eurkres Rallings' resignation: Karen Rasmussen and Denise Richardson. A bio was requested to be submitted from interested candidates by 4pm on April 15th and the Board was to vote by April 20th. Ms. Richardson submitted a bio (attached) and Ms. Rasmussen declined. Subsequently, there being one vacancy and one candidate, Denise "Shay" Richardson is now a member of the Board of Directors of St. C Condominium Association.

4.4 TREASURER'S REPORT

None. Receivable reports were submitted prior to the meeting and discussed under the President's report.

5.0 COMMITTEE REPORTS

5.1 BUILDINGS AND GROUNDS REPORT

Martin Levy stated that no meetings have been held due to the COVID requirements. Once the committee meets, any recommendations that the committee comes to a consensus on will be presented to the Board.

Maintenance will be performing a drill for closing shutters. An email will be sent to the owners.

5.2 SOCIAL REPORT

Marjorie Robbins reported that the weekly dance parties have been successful.

6.0 OLD BUSINESS

None

7.0 NEW BUSINESS

None

8.0 OWNER'S CONCERNS

8.1 Daryl Benjamin asked if the adjacent property owners were concerned with the repair of the road and, if they would benefit, maybe they would participate monetarily or sign a petition to the Dept of Public works to help push for the repair. The majority of the repairs needed are right in front of St. C and do not concern the other properties. It was also thought the owners did not have the money to contribute.

8.2 Diane Petrushkevich referred to the President's report concerning the reimbursement of replaced windows/sliders/shutters pre-Maria back to 2014 and asked why it would only possibly be reimbursed

and why at only 50%. Marjorie Robbins stated it was due to the age of the windows/sliders/shutters. Invoices back to 2014 that are submitted would be considered on a pro-rated basis by a committee headed by Jackie Joseph.

8.3 Diana Robinson added that there needs to research the ownership of the road and that someone should take point to visit public works. If police, fire engine and ambulance have access, it should be considered a public road. Instructions how to close their shutters should be provided to the owners. To Marty, she pointed out that she did respond to his B&G email that there is debris on some balconies that need to be removed and possibly revisiting entrance way landscaping. Lastly, a notice should be sent out to everyone regarding conservation of water as it was noticed that some tenants were doing laundry on a daily basis.

8.4 Michelle Moore asked when the gate entry will be repaired and programmed with phone numbers. (St. C was disconnected and no answer available).

8.5 Diane Petrushkevich asked if the security cameras for Building A were functioning. (St. C was disconnected and no answer available).

8.6 Daryl Benjamin noted that when the office sends out the agenda for the meetings to include the sign-in information should be included.

9.0 ADJOURNMENT

MOTION - There being no further business, ON MOTION DULY MOVED BY TODD CHARLES, SECONDED AND CARRIED BY MR. MARK PRATT, THE MEETING WAS ADJOURNED AT 8:13 P.M

Minutes submitted by

.....

Jessica Hodge

Approved by



Jessica Hodge, Secretary

EXHIBIT 20



Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491
Tel: 340-718-6341 • Fax: 340-718-1633

Reimbursements

To: Board of Directors

From: Dennis W. Smith, Manager

Subject: Kitchen cabinets Reimbursements

Date: March 31, 2020

Respectfully submitted for your review and approval is a reimbursement for the removal and replacement of bathroom vanities for the abovementioned unit. A sewer drain line separated in the floor of unit 239 and destroyed the vanities, one (1) hallway and one (1) in bathroom.

Owner: **Ms. Marjorie Robbins**

Unit: 139

Amount to be paid: \$1,300.00

Owner's Scope of Work	Materials cost Owner	Labor cost Owner	St. C material cost	St .C labor cost	Total
Repl. Bathroom Vanities	n/a	n/a	n/a	n/a	1,300.00
Grand Total					\$1,300.00

Amount Paid: _____

Date: _____

Check#: _____

Approved: **MPR**

Date: **4/3/20**

Disapproved: _____ Date: _____

President

Approved: _____

Date: _____ Disapproved: _____ Date: _____

Vice President

Approved: _____

Date: _____ Disapproved: _____ Date: _____

Treasurer

MPR received

QUOTATION

#139. ST.C. COND.

10-22-19

TO COSTRUCT AND INSTALL VANITY CABINETS OF 3/4 CEDAR PLYWOOD, REMOVE EXISTING CABINET, TO FINISH, CLEAR CLOSS FINISH.

MATERIAL AND LABOUR COST. THIRTEEN HUNDRED DOLLARS... \$1300.00

50 % DEPOSIT REQUIRED

Sennet Morris

RESPECTFULLY SENNET MORRIS.

ASSOCIATION OF ST. C CONDOMINIUM OWNERS

Marjorie Robbins 139

Date	Type	Reference
4/13/2020	Bill	

Original Amt.
1,300.00

Balance Due
1,300.00

4/13/2020

Discount

Check Amount

1224

Payment
1,300.00
1,300.00

Not Hurricane Funds

PAYMENT
RECORD

United Bank - Hurrica Replace Bathroom Vanties

1,300.00



10085



100851



F

EXHIBIT 21

DANISH WEST INDIES REALTY
MARJORIE P. ROBBINS, Broker
5 Company Street
Christiansted, VI 00822
Ph: 340 778 4400
Cell: 340 626 5747
E:danishwestindies@gmail.com

OFFER TO PURCHASE

The undersigned buyer ("Buyer") hereby OFFERS TO PURCHASE the following Described real property, together with any and all improvements located thereon, located in St. Croix, U.S. Virgin Islands, ("Property") namely:

UNIT 124 ST C Condominiums, Estate St. John, St. Croix, USVI consisting of a one bedroom, one bath unit.

PURCHASE PRICE. Buyer hereby offers to purchase the Property for the total sum of One Hundred Thirty Thousand DOLLARS (\$ 130,000.00) ("Purchase Price"). The Purchase Price shall be paid as follows:

ONE THOUSAND DOLLARS (\$1000.00) with the execution of this Offer as an earnest money deposit to be held in escrow by Danish West Indies Realty.

An addition FIVE THOUSAND DOLLARS(\$5,000.00) earnest money deposit to be held in escrow by Danish West Indies within 7 days of acceptance of this offer.

The remainder of CASH at closing

2. ACCEPTANCE. This offer must be accepted in writing by Seller or Seller's authorized agent within TEN (10) days of the date Buyer signs this contract. If the contract is not accepted within this time period, then this Offer shall terminate and the earnest money deposit shall be promptly refunded to Buyer. IF THIS OFFER IS ACCEPTED, IT SHALL BECOME A BINDING CONTRACT FOR THE SALE AND PURCHASE OF THE PROPERTY, AND SELLER AGREES TO KEEP THE PROPERTY ADEQUATELY MAINTAINED,

PAGE TWO
OFFER TO PURCHASE

REPAIRED AND INSURED UNTIL CLOSING. THE PROPERTY MUST BE IN SUBSTANTIALLY THE SAME CONDITION AT CLOSING AS IT IS ON THE DATE OF THIS OFFER, REASONABLE WEAR AND TEAR EXCEPTED.

3. CLOSING. The closing shall take place at the Buyer's Attorney's offices located in Christiansted, V.I. or other location mutually acceptable within sixty (60) days provided, however, the failure to close this transaction within this time period for any legitimate reason shall not nullify or otherwise be a default under the terms of this contract. After the expiration of the above date for closing, both parties may mutually agree to elect to set a time certain for the closing by providing at least ten (10) days prior written notice to the other party specifying the time and date for closing and after the effective date of such notice, time shall be of the essence.

3a. CLOSING PROCEDURE: At the Closing, the Seller will deliver:

- a. a general warranty deed (unless the Seller is a trustee, personal representative or guardian in which case the Seller will deliver a deed appropriate to the Seller's status: conveying marketable and insurable title to the Property subject only to matters of record as of the Effective Date;
- b. a tax clearance letter acceptable to the Recorder of Deeds.
- c. an affidavit satisfying the requirements of Section 1445 of the Internal Revenue Code and the Treasury Regulations issued thereunder.
- d. a standard form owner's affidavit in a format reasonably acceptable to the Buyer's title insurance company.

At the Closing, Buyer will deliver the balance of the Purchase Price as described in Paragraph 2.

4. EXPENSES. Seller shall pay the costs of preparing the deed, securing the necessary attests and certificates, and the 2% transfer tax. All expenses of obtaining financing, new surveys, appraisals, inspections, title examinations, title insurance, and the recording fees of the deed and any purchase money mortgage shall be paid by the Buyer.

4a. PRORATIONS. Real property taxes, condominium and homeowners association assessments and dues, rent and/or security deposits, if any, shall be prorated as of midnight of the day preceding Closing.

PAGE THREE
OFFER TO PURCHASE

4b. PROPERTY TAXES: Seller will pay all property taxes due prior to closing. Buyer will receive a credit for a pro-rata portion of the 2020 real property taxes based on the purchase price and the applicable millage rate (\$ 130,000.00x .00377). These tax credits are final and shall not be readjusted at a later date. Buyer will be responsible for the payment of the unpaid real property taxes on the Property with these credits.

4c. FIRPTA WITHHOLDING. The Seller agrees that the Buyer may withhold from the proceeds otherwise payable to the Seller all amounts required to be withheld pursuant to the provisions of Section 1445 of the Internal Revenue Code, an applicable Treasury Regulations promulgated thereunder, as the same are made applicable to the U.S. Virgin Islands.

5. TITLE At the closing, Seller shall convey good, marketable, and insurable fee simple title to the Property to the Buyer by general warranty deed, subject only to easements, covenants, restrictions, and rights of way of record that do not render title unmarketable, any lease described herein, real property taxes due and payable, and all zoning, building, environmental, or other laws or regulations affecting the use or occupancy of the Property. Seller represents and warrants that any improvements located on the Property do not encroach upon any zoning or other building set-back restrictions, except as disclosed herein. The Buyer shall be allowed until the closing to have the title to the Property examined and to notify Seller in writing of any title defects or set-back encroachments which may exist. Seller shall then have an opportunity to cure such title defects or set-back encroachments and Seller may extend the date for closing up to sixty (60) days thereafter to allow it time to cure all such title defects or set-back encroachments. If the Seller is unable to cure the title defects or set-back encroachments, then Buyer shall have the right to terminate this contract, receive a refund of its earnest money deposit and no party shall have any further rights, obligations, or liabilities arising out of or resulting from this contract. In the alternative, Buyer may elect to close this transaction without any reduction in Purchase Price, subject to the defect (s) in title and/or encroachments. Upon request by Buyer, Seller shall execute and deliver to Buyer at closing a standard form owner's affidavit in a format reasonably acceptable to Buyer's title insurance company.

PAGE FOUR
OFFER TO PURCHASE

6. ENTRY, INSPECTION, COOPERATION, AND INDEMNIFICATION:

During the period from the date of this contract through the date of closing, Buyer and Buyer's agents, employees, independent contractors, engineers, surveyors, and other representatives (collectively "Agents") shall have the right to enter the Property from time to time for the purposes of inspecting the Property, performing appraisals, testing water samples, making surveys of the Property, inspecting the improvements, fixtures, appliances and any other personal property included in this transaction, and performing any and all other reasonable activities relating to the purchase of the Property. Buyer and such Agents shall make entry only after providing reasonable notice to Seller and any tenant or other occupant of the Property. Buyer agrees that the entry permitted by this paragraph shall not cause injury or damage to the Property. Buyer indemnifies and holds harmless Seller and Broker(s) against any such injury or damage caused by Buyer or its Agents.

7. COMMISSION The parties acknowledge that Marjorie Robbins of Danish West Indies Realty has brought about this transaction. The professional service fee ("Commission") shall be waived due to her position as President of the Association.

8. PEST INSPECTION At or prior to the time of closing, Seller shall provide, at their expense, to Buyer a wood infestation report in a form approved by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation (or any other form acceptable to Buyer) from a properly licensed pest control company stating that the improvements have been inspected and are free from visible infestation and structural damages caused by termites and other wood destroying organisms, or that if such infestation or structural damage or both exists, it has been corrected. The inspection report shall have been made within thirty (30) days prior to the closing date. All treatments required shall be paid for by Seller and completed prior to closing, unless otherwise agreed to in writing by the parties. If any structural repairs or other material repairs which cost more than \$500.00 to repair are necessary, Seller shall have the option of (a) completing them, (b) providing for their completion or refusing to complete them. If Seller elects not to complete or provide for the completion of such repairs, then Buyer shall have the option of (1) accepting the Property in its present condition, or (2) terminating the

PAGE FIVE
OFFER TO PURCHASE

contract, in which case the earnest money deposit shall be refunded, and no party shall have any further rights, obligations or liabilities hereunder.

9. **DEFAULT BY BUYER** If Seller accepts this Offer and if the transaction contemplated herein is not closed by reason of Buyer's default or failure or refusal to perform Buyer's obligations hereunder, through no fault of the Seller, then Seller shall have the right to terminate this Agreement, to have the earnest money deposit paid one-half to seller and one half to Broker (but not to exceed Broker's agreed commission) as full liquidated damages and no party shall any further rights, obligations, or liability hereunder.

10. **DEFAULT BY SELLER** If Seller accepts this Offer and if the transaction contemplated herein is not closed by reason of Seller's default or failure or refusal to perform Seller's obligations hereunder, through no fault of Buyer (except in the case of a title defect or set-back encroachment which is covered by Section 5.0 hereof), then Buyer shall have the right to elect either (i) to terminate this Agreement, to receive a refund of the earnest money deposit paid hereunder, and no party shall have any further rights, obligation, or liabilities hereunder except that Seller shall also be obligated to immediately pay to Broker the full Commission as set forth in their listing agreement; or (ii) Buyer may pursue an action for specific performance.

11. **WARRANTIES** Seller represents and warrants to Buyer that Seller has disclosed to Buyer any hidden defects of which Seller has knowledge and which could not be discovered in the normal course of inspection by a knowledgeable person. Buyer acknowledges that Buyer has inspected the Property, including all improvements, and the documents provided in the MLS prior to the execution of this Offer. If Seller has provided a written disclosure statement, then such written disclosure statement is attached to this Offer and made a part of this contract.

12. **DESTRUCTION OR DAMAGE TO PROPERTY** If prior to closing, any improvements located on the Property are destroyed or damaged by fire or other casualty to the extent that the costs of repair or replacement shall exceed ten percent (10%) of the Purchase Price, then the Seller shall restore the property to its original condition allowing Seller adequate time to make such repairs. Should Seller choose not to restore property to its original condition, the Buyer shall have the right to terminate this contract by providing written notice to the Seller prior to closing, in which event, the earnest money deposit shall be returned to the Buyer and no party shall have any further rights, obligations or

PAGE SIX
OFFER TO PURCHASE

liabilities hereunder. The risk of loss or damage by fire or other casualty prior to closing shall be on the Seller.

13. PERSONAL PROPERTY The Property is being sold unfurnished, as is, and the following fixtures, appliances and equipment shall be included in this transaction: all plumbing fixtures and electrical systems, including water pump; hot water heaters; central cooling or air-conditioning systems; fixed carpeting; built-in kitchen appliances and freestanding appliances; built-in cabinets; TV antennae; security alarm system; and overhead fan(s) and light fixtures, all furniture and other objects.

14. GOVERNING LAW This contract, regardless of where it is signed, shall be deemed to have been made in the United States Virgin Islands and shall be governed by and interpreted in accordance with the laws of the United States Virgin Islands.

15. BROKER INDEMNIFICATION Buyer and Seller acknowledge that the Brokers in the course of events leading to this contract have advised Buyer and Seller of the need for professional opinions, advice, counsel, and other services for the protection of their interests or rights in this matter, including but not limited to: consultation with an attorney prior to the signing of this contract, and professional inspection and evaluation of the Property by an engineer, surveyor, or inspector to reveal any defects or deficiencies that may or may not be visually detectable. THE UNDERSIGNED PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE NOT RECEIVED OR RELIED UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY THE BROKER(S), WHICH ARE NOT EXPRESSLY SET FORTH IN THIS CONTRACT. Seller hereby agrees to indemnify and hold harmless each Broker, and its respective agents and employees from and against any and all claims, damages, suits, or causes of action for damages, and other liabilities that may arise out of or result from this contract, the closing of the purchase and sale contemplated hereunder, the condition of the Property, or otherwise, unless such liability was solely caused by the gross negligence or intentional misconduct of such Broker.

PAGE SEVEN
OFFER TO PURCHASE

16. DEPOSIT The Broker, Danish West Indies Realty, hereby agrees to hold the earnest money deposit in its non-interest bearing trust account. The Broker shall hold the earnest money deposit in trust and shall apply the earnest money as set forth herein. If there is a dispute between Seller and Buyer over the return or forfeiture of the earnest money deposit held in trust, then Broker shall retain the earnest money deposit its trust account until it has received a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Broker shall be entitled to recover its expenses incurred in connection with such a dispute out of the earnest money deposit.

17. BINDING EFFECT This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns. As used herein, words in the singular shall include the plural and the masculine includes the feminine and neuter genders, as appropriate.

18. MISCELLANEOUS This contract constitutes the entire agreement between the parties hereto and no representations, agreements, inducements, or other provisions other than those expressly set forth herein shall be binding. All changes, additions, or deletions to this contract must be set forth in writing and signed by all parties. All notices shall be in writing and hand delivered or sent by express mail or certified mail, return receipt requested, to the other party or its attorney or agent. The notice shall be effective when hand delivered or the date mailed as evidenced by the receipt.

OTHER CONDITIONS to be incorporated into this contract (if none, so state:)

The Association will waive Condo fees for three months after closing. AS IS , WHERE IS

PAGE EIGHT
OFFER TO PURCHASE

THIS OFFER TO PURCHASE, WHEN EXECUTED BY ALL PARTIES, BECOMES A
BINDING LEGAL CONTRACT AND EACH PARTY HERETO SHOULD READ AND
UNDERSTAND THE TERMS AND CONDITIONS CONTAINED HEREIN. BY

SIGNING THIS CONTRACT, EACH PARTY SIGNIFIES THAT THEY HAVE DONE
SO AND THEY ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

Date: 2/17/20

J Gary Cameron
Buyer: J Gary Cameron

Date: 2/17/20

Susan Cameron
Buyer: Susan Cameron

Witness:

PAGE NINE
OFFER TO PURCHASE

RECEIPT is hereby acknowledged of the payment (check x) of Five
Thousand Dollars (\$5,000.00) to the Danish West Indies Escrow
Account as stipulated in the foregoing Offer to Purchase Agreement as
the Earnest Money Deposit.

Date: 4/7/20

Wayne P. TEL
Broker

ACCEPTANCE:

Date: 4/20/20

Wayne P. TEL
Seller for St C. Condominiums

SS# _____

Seller

SS# _____

Witness:

EXHIBIT 22

From: Semaj Johnson
Sent: Thursday, February 15, 2018 12:27 PM
To: Manager - St C Condos (manager@stccondo.com)
Cc: 344 - 'Roy Megnin' (roymegnin@msn.com)
Subject: Auction of 124 St. C, Conflict of Interest Waiver and Rapena

Good afternoon Roy and Thomas:

A few items for the Board's information and consideration:

1. I am teeing up the April 13, 2018 Marshal's Sale for Unit 124;
2. Credit Bidding - The Association may choose to credit bid at the sale, meaning that the Association could elect to bid the judgment debt owed to the Association. In this case that judgment debt is **\$75,928.73**. This amount is inclusive of attorney's fees and statutory interest. With a credit bid, the Association does not have to put up any purchase money to acquire the Unit (the Association will have to pay Court costs), then it can sell the Unit at a higher price on the open market to a third party. Many judgment creditors choose this option to maximize their profitability. Note that the Association could be outbid if someone at auction bids a dollar or more over the debt;
 - a. Whoever is the prevailing bidder (including the Association if it credit bids) will take the property subject to real property taxes, and those taxes must be paid to record the Marshal's Deed. We are ordering a summary of taxes on the unit, on behalf of the Board this week.
 - b. Is this Ms. Rhodes' primary residence? If it is, the redemption period is one year from the date that the Order Confirming Sale issues from the Court. If it is not, then the redemption period is six (6) months;
3. Marjorie asked me to write up a Conflict of Interest Waiver with respect to her roles as both profiting Broker and Board member in the Paraliticci transaction, I noted in the Board's meeting minutes that there was some discussion but no clear resolution – please ask the Board whether they would like our office to draft and submit the waiver for their consideration and approval;
 - a. If so, would it cover just the Paraliticci matter or would it be broader and include other matters?;
 - b. If it is broader, then how long does the Board want the waiver last, or does the Board want no time limit? I can make it retroactive with respect to the Paraliticci Unit in order to adequately reflect the Board's decision;
 - c. Consider that Marjorie also has potential buyers interested in Unit 124;
4. What does the Board want to do with Rapena (43,353.1 in debt to the Association but "working with" St. C)? The Association has a default against her. If I pursue a judgment on the default (and there are no dominant lienholders) we may be able to foreclose on the Unit by the late fall.

Kindly forward this e-mail to the full Board. Thank you.

Best,

Semaj I. Johnson, Esq.
Law Offices of K. A. Rames, P.C.
Suite 3, 2111 Company Street
Christiansted, St. Croix
U.S. Virgin Islands 00820
www.rameslaw.com
(340) 773-7284 telephone
(340) 773-7282 telefax

From: manager@stccondo.com
Sent: Wednesday, February 28, 2018 11:17 AM
To: Semaj Johnson
Cc: 344 Megnin
Subject: RE: Auction of 124 St. C, Conflict of Interest Waiver and Rapena

Yes on the credit bid and waiver.

Michelle Moore Credit bid, in agreement
Leon Socha Credit bid, in agreement
Vicki Rivera Credit bid, In agreement
Terry Palmer Credit bid, in agreement
Bernie Theil Credit bid, in agreement
Marjorie Robbins Credit bid, abstains
Bernie Theil Credit bid, Doesn't understand the concept
Karen Rasmussen Credit bid, Doesn't understand the concept
Roy Megnin Credit bid, recovering from surgery, no response (He's doing fine)
Todd Charles Credit bid, no response

Vicki Rivera, Waiver, agree, with no expiration
Leon Socha Waiver, should be forever
Michelle Moore Waiver, Should be for Marjorie only while she is a Board member
Bernie Thiel Waiver, yes with no expiration
Karen Rasmussen Waiver, agree for Marjorie
Marjorie Robbins Waiver, agree and should be forever
Terry Palmer Waiver, agrees for Marjorie and any other board member
Roy Megnin Waiver, no response
Todd Charles Waiver, No response

Michelle More Rapena, move forward to foreclose
Leon Socha Rapena, leaving it up to others
Karen Rasmussen Rapena, doesn't have enough information
Marjorie Robbins Rapena, leaving it up for others to decide
Vicki Rivera Rapena, want's to know if it would belong to the Association
Terry Palmer Rapena, not sure
Roy Megnin Rapena, no response
Todd Charles Rapena, No response
Bernie Thiel Rapena, wants to know if it would belong to the Association

From: Semaj Johnson [mailto:semaj.johnson@rameslaw.com]
Sent: Friday, February 23, 2018 7:56 AM
To: 'Thomas White'
Subject: RE: Auction of 124 St. C, Conflict of Interest Waiver and Rapena

Ok, so do we have a majority?

Semaj I. Johnson, Esq.

EXHIBIT 23



St. C Condominiums

St. Croix, U.S. Virgin Islands

MINUTES
Board of Directors Meeting
June 12, 2019 – 6:00 pm AST

CALL TO ORDER AND ROLL CALL

The meeting was called to order by President Marjorie Robbins at 6:02 pm.

Directors Present:

Marjorie Robbins, President (139, 144, 201, 301)
Steve Sturgeon, Vice President (125) via telephone
Mark Pratt, Secretary (309) via telephone
Jessica Hodge, Director (107)
Karen Benoit, Director (227)
Peter Stewart, Director (108)

Directors Absent:

Todd Charles, Director (242)
Jackie Joseph, Treasurer (341)
Eurkres Rallings, Director (237)

Owners in attendance:

Ms. Abigail Atwell (Unit 123)
Mr. Jerry Burns (Unit 331)
Mr. John McGlothlin (Unit 309)

Ms. Diana Robinson (Unit 302)
Ms. Michelle Moore (Unit 232)
Mrs. Joanna Walker (Unit 116)

MOMENT OF SILENCE

- A moment of silence was observed for former General Manager of St. C, Mr. Thomas White, who passed away.

APPROVAL OF AGENDA

- Agenda approved by unanimous consent.

APPROVAL OF MINUTES OF PREVIOUS MEETING(S)

- Transcription from March 13, 2019 meeting prepared by Ms. Nicholas, but not yet reviewed by Sec. Pratt for Board approval.
- Transcription from April 10, 2019 meeting prepared by Ms. Nicholas, but not yet reviewed by Sec. Pratt for Board approval.

Action Item 1: Review transcripts of March and April BoD meetings prepare for Board approval (M. Pratt)

GENERAL MANAGER'S REPORT

St. C Staff Maintenance Activities
o Storage Door Replacement

Ms. Genevieve Roebuck, a former employee of St. C with a stellar resume, responded to the job posting, and has been awarded the position of Office Manager. Pres. Robbins made some complimentary statements regarding Ms. Roebuck's skills and competencies.

Ms. Roebuck has requested the Association to provide health insurance after 3 months of employment, rather than the typical 6-9 months. A majority of the Board voted in favor of granting this request provided Ms. Roebuck's 3-month performance review is satisfactory.

Pet Policy

One of the Office Manager's first tasks will be enforcing St. C's pet policy. Owners with dogs in their units need to be identified and must provide the proper certification for service animals or documentation from a licensed psychiatrist or psychotherapist for emotional support animals. Tenants are not allowed pets according to the St. C pet policy. Additionally, even if authorized as a service animal or as an emotional support animal, dogs are required to be leashed and not disturb others.

Sec. Pratt asked whether the policy applies only to dogs, since this appears to be the focus of the discussion. Pres. Robbins indicated that cat owners are expected to pay the \$250.00 pet deposit, and they are subject to the same enforcement rules outlined in the policy with the exception of documentation related to certification as a service animal or an emotional support animal. Sec. Pratt asserted that the policy needs to be enforced fairly on all pet owners regardless of pet type.

Dir. Benoit reported that an individual in Unit 340 (neither Owner nor Tenant) has a big dog. Upon investigation, Ms. Gumbs determined that the individual's paper work for the dog was not legitimate. The individual only had permission to take the dog on a plane, not in living spaces.

Vice Pres. Sturgeon opined that security should report incidents of pets on premises to the St. C office and to the Board to serve as evidence in any matters requiring action. This report should be made available at monthly Board meetings.

Action Item 8: Ensure that security reports incidents of pets on premises (unassigned)

Insurance

Pres. Robbins met with Patricia Knight and Monica Robinson to discuss the Association's insurance coverage and premiums. She asked them to put together a quote for a higher deductible than what the Association currently has and to take into account that the Association's installation of Cat V rated hurricane shutters. Ms. Knight indicated that the Association's situation was complex and so all underwriters were needed to put a quote together. Ms. Robbins would forward the information she had to Board members as soon as practical. The insurance policy is up for renewal by June 30, 2019, so there is still a small window of opportunity to evaluate insurance options.

Action Item 9: Renew St. C property insurance policy prior to July 1, 2019 (unassigned)

Pool

Ms. Robbins has contacted Aquatech Solutions regarding a linoleum liner option for the swimming pool. She has some samples and expects the representative from Aquatech to visit St. C on June 15, 2019 to finalize a quote. This solution is expected to provide 15 years of service.

Action Item 10: Obtain final quote from Aquatech Solution for pool liner (M. Robbins)

Nicholas' transcription of the April minutes was too lengthy, so Ms. Nicholas is working to shorten it. Ms. Nicholas is also working on the May minutes. Both sets of minutes will be sent to Owners when completed and approved.

- Q: When will Owners be reimbursed for storage doors? She has asked several times and has been told each time that the Board will need to discuss it. Will the reimbursements include labor costs?

A: Pres. Robbins asked Ms. Moore to bring in her receipts if she hadn't done so and the Board will figure out how to reimburse the Owners. The reimbursement for sliders included the labor cost, so she assumed the same would be done for the doors. However, Pres. Robbins did not know when the owners would be reimbursed for the storage doors since the Board had to discuss the matter.

- Q: Will the hurricane funds be used to replace the solar panels (used for heating the swimming pool) that were blown away during the hurricane?

A: Pres. Robbins replied that the fund could be used for that.

- Q: Is the Board changing the parking rules to prohibit Owners who are off-island from parking on the upper level? The six Owners in Building G have only four parking spaces, so they often use the spaces on the upper level. However, there is a large trailer taking up several spaces, and between the trailer and the off-island Owners' vehicles, there is no convenient parking for the Owners in Building G.

A: Pres. Robbins replied that the parking rules are being changed and the Board is attempting to remove the trailer to another location.

Ms. Moore thanked the Board for all their hard work and remarked that it was a thankless job.

- Mrs. Joanna Walker (Unit 116)

- o Comments:

- The landscapers smashed some of her ceramic items, destroyed some of her plants, and taken up a lot of her mulch while picking up leaves. She asked that the landscape contractor avoid her unit. She will take care of things herself. Mr. Burns added that there are vines growing next to Building C that are climbing up to the second floor. Pres. Robbins stated that she and Vice Pres. Sturgeon are displeased with the landscape contractor's (Ambrosia) work, and the Board will explore other landscaping companies. Dir. Stewart commented that when he had a problem with Ambrosia, there had been no further issues after calling the owner to complain.

ADJOURN

Motion to adjourn meeting (Director Stewart); seconded by Secretary Mark Pratt

Meeting adjourned by President Robbins at 8:12 pm AST

Submitted by Mark A. Pratt
Mark A. Pratt, Secretary

EXHIBIT 24



June 2, 2021

Association of St. C Condominium Owners
4200 Estate St. John
Christiansted, VI 00820
Attn: Shay Richardson

VIA ELECTRONIC MAIL
AND CERTIFIED MAIL-
REPLY REQUESTED

Via Electronic Mail: dcnccocoa@gmail.com; jahodge427@gmail.com; jowalker777@gmx.com
Certified mail no: 7020 2450 0000 1804 6302

RE: RESERVATION OF RIGHTS

Insured : Association of St. C Condominium Owners
Date of Loss : March 21, 2020 [as reported]
Loss location : Unit #330 St. C Condominiums Christiansted, VI
Policy No. : GLCPS1864
Policy Term : July 1, 2019 to July 1, 2020
Sedgwick Ref.: USV21076750
Claim No : 141CPS-18532

Dear Ms. Richardson:

We write to you as the designated claims representative under the authority and direction of those certain Underwriters at Lloyds, London subscribing to Policy No. GLCPS1864("Underwriters") issued to Association of St. C Condominium Owners for the period July 1, 2019 to July 1, 2020 ("Subject Policy").

Underwriters are in receipt of a summons and complaint for the death of Randolph K. Sue due to alleged negligence of Association of St. C Condominium Owners on March 21, 2020 (the "Claim"). This Claim was reported to Underwriters by Marshall & Sterling St. Croix on behalf of Association of St. C Condominium Owners. Underwriters have requested Duensing & Casner to provide a defense for Association of St. C Condominium Owners subject to a reservation of rights.

The wording, punctuation and forms used in the above referenced Subject Policy take precedence over this letter or any other letter we prepare where excerpts from the Subject Policy are quoted. This letter is not meant to change any wording or meaning in the policy subscribed by Underwriters. Please refer to the complete policy, including any applicable forms and endorsements.

The purpose of this letter is to advise you that Underwriters are investigating this Claim under a complete reservation of all of their rights pursuant to the terms and conditions of the Subject Policy and applicable law. Due to the continuing nature of our investigation, please take

Sedgwick Claims Management Services, Inc.

P.O. BOX 5998 Christiansted, VI 00823 | EMAIL Amanda.Kuczynski@Sedgwick.com | PHONE 340.643.8597 | FAX 866.880.2440

CONFIDENTIAL - NOT FOR DISTRIBUTION

further notice that this reservation includes all of Underwriters' rights, whether or not mentioned herein.

FACTS

Shay Richardson, Vice President of the board of directors for the Association of St. C Condominium Owners, notified Marshall & Sterling's office of service of a summons and complaint on May 18, 2021.

Case No. SX-2021-CV-390, Jason Sue as the Personal Representative of the Estate of Randolph K. Sue, plaintiff v. The Association of St. C Condominium Owners, Inc., defendant was filed in the Superior Court of the Virgin Islands on May 11, 2021 by attorney Joel Holt. Service appears to have been completed on May 17, 2021 at approximately 8:15pm per the handwritten note on the summons.

The complaint alleges that Mr. Randolph K. Sue slipped and fell over the porch railing of his rented unit #330 at St. C Condominiums on March 21, 2020 at approximately 9:30pm resulting in his death. Count I alleges negligence due to failure to make sure all porch railings were of a sufficient height to be safe, making sure installation of hurricane shutters did not create a trip hazard, making sure all repairs and improvements were in compliance with safety codes, and making sure that condominiums were in compliance with safety codes before renting to third parties. Count II alleges gross negligence due to code violations of the railing height on the balconies. Plaintiff requests compensatory damages and punitive damages if warranted.

POLICY TERMS AND CONDITIONS

Certain Underwriters at Lloyds, London issued their Commercial General Liability policy GLCPS1864, effective July 1, 2019 to July 1, 2020 to Association of St. C Condominium Owners with the following limits subject to the policy terms and conditions:

General Aggregate	USD\$2,000,000.00
Products-Completed Operations Aggregate Limit	USD\$1,000,000.00
Personal and Advertising Injury Limit	USD\$1,000,000.00
Each Occurrence Limit	USD\$1,000,000.00
Fire Damage Limit	USD\$100,000.00 Any One Fire
Medical Expense Limit	USD\$5,000.00 Any One Person
Deductible	USD\$500.00 Bodily Injury/Property Damage Per Claim

We call attention to the following pertinent parts of the Subject Policy:

Page 1 of 15 **CG 00 01 12 04 Commercial General Liability Coverage Form**
Section I-Coverages
Coverage A Bodily Injury and Property Damage Liability
1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result.

* * *

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

* * *

Page 7 of 15 of **CG 00 01 12 04**
Coverage C Medical Payments

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On Premises you own or rent;
(2) On ways next to premises you own or rent; or
(3) Because of your operations

* * *

2. Exclusions

We will not pay expenses for "bodily injury":

* * *

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

* * *

Page 10 of 15 of **CG 00 01 12 04**

Section IV-Commercial General Liability Conditions

* * *

2. Duties In The Event Of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
(2) The names and addresses of any injured persons and witnesses; and
(3) The nature and location of any injury or damage arising out of the "occurrence" or offense

- b.** If a claim is made or “suit” is brought against any insured, you must:
 - (1)** Immediately record the specifics of the claim or “suit” and the date received; and
 - (2)** Notify us as soon as practicable.You must see to it that we receive written notice of the claim or “suit” as soon as practicable.
- c.** You and any other involved insured must:
 - (1)** Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the claim or “suit”;
 - (2)** Authorize us to obtain records and other information;
 - (3)** Cooperate with us in the investigation or settlement of the claim or defense against the “suit”; and
 - (4)** Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d.** No insured will, except at that insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

*

*

*

Page 4 of 11 of **CGL Blanket Endorsement CNL VI-E002 (12-05)**

3. Punitive/Exemplary Damages

Punitive or exemplary damages. If a claim or a “suit” is brought against an insured for a claim within the coverage provided under this policy, seeking both compensatory and punitive or exemplary damages, then we shall afford a defense for such action. We shall not, however, have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

If State law provides for statutory multiple damage awards, we will pay only the amount of the award before the multiplier is applied.

RESERVATION OF RIGHTS AND NON-WAIVER

Underwriters reserve all their rights and defenses under the Subject Policy terms, conditions, and limitations under the contract and at law. Neither this letter, nor any further communications or investigation shall be deemed as a waiver or estoppel to assert any such rights Underwriters may have. Underwriters do not waive their right to raise and rely on any other policy terms and conditions. No action undertaken by Underwriters, the undersigned or Sedgwick Claims Management Services, Inc. (“Sedgwick”) should be construed as waiving these rights or as an estoppel action.

Further, please note that other provisions of the Subject Policy may be found to be applicable after further investigation or analysis. No waiver of any provisions, conditions, limitations, or exclusions contained in the Subject Policy is intended or implied by our citation of the above provisions. Reference to the above-listed provisions is not intended to be an all-inclusive recitation of defenses that may apply. Nor is reference to the above-listed provisions a declaration of Underwriters’ intent to decline coverage on this basis. Rather, Underwriters

are taking this opportunity to advise you of potentially applicable provisions of the Subject Policy in a complete reservation of rights. For the avoidance of all doubt, Underwriters reserve all of their rights under the Subject Policy and the applicable law.

Finally, please note that the only authorized communication concerning coverage in this matter are those set forth in a writing signed by Underwriters or in a letter stating Underwriters have authorized the coverage communication. As independent adjusters, Sedgwick does not have authority to interpret the Subject Policy or to bind the Underwriters to coverage. Rather, Sedgwick is responsible for gathering and confirming factual information sufficient to permit the Underwriters to evaluate whether coverage is afforded under its policy and to ascertain the amounts that are claimed and can be supported. Underwriters have authorized this coverage communication.

Best regards,

Amanda Kuczynski

Amanda Kuczynski, AIC
Senior Adjuster

CC: Certain Underwriters at Lloyd's, London

CC: Marshall & Sterling St. Croix

EXHIBIT 25

jstucki@stuckilegal.com

From: jstucki@stuckilegal.com
Sent: Thursday, March 17, 2022 5:27 PM
To: 'Gerald Groner'
Subject: RE: St. C Ballot Package

Thank you. Can you please forward the email and attachments she sent you. Thank you.

I should have the Association signatures for you tomorrow.

Sincerely,

Jay R. Stucki
Stucki Legal, PLLC
Cell: 214.317.5284
Office: 800.717.1651
www.StuckiLegal.com

From: Gerald Groner <gtg@groner-grey.com>
Sent: Thursday, March 17, 2022 4:39 PM
To: jstucki@stuckilegal.com
Subject: RE: St. C Ballot Package

Jay:

I am not representing Marjorie.

Here is the Termination Agreement signed by Marjorie and my clients. Please have your client sign and return to me.

I am assuming that Marjorie will be returning the deposit to my clients and will certainly hear about it if she does not.

Gerry

Gerald T. Groner, Esq.
Groner & Grey, PC
1114 King Street
Christiansted, VI 00820

Phone: 340-773-3660
Fax: 340-773-3650
Email: gtg@groner-grey.com

As we navigate the various new requirements imposed on us by the COVID 19 pandemic, Groner & Grey P.C. is committed to ensuring the health and well being of our staff, clients and community. To that end, we have reduced our office hours and will limit in office appointments. Notwithstanding this, our phones are manned and all of our employees have remote access and can respond to you during normal business hours.

From: jstucki@stuckilegal.com <jstucki@stuckilegal.com>

Sent: Thursday, March 17, 2022 4:42 PM

To: Gerald Groner <gtg@groner-grey.com>

Subject: FW: St. C Ballot Package

Gerry,

Are you representing Marjorie Robbins? On behalf of the St. C. Association, back in February I asked her for proof the Cameron's EMD. See below. We have no beef with the Camerons, but Marjorie did this contract with the Camerons when she was President and Realtor for St. C. The Association certainly has a right to this documentation and now she refuses to respond to my follow up emails with the documentation. I am asking that you forward to me the documentation she sent you as she so states in the email below. Thanks.

Sincerely,

Jay R. Stucki
Stucki Legal, PLLC
Cell: 214.317.5284
Office: 800.717.1651
www.StuckiLegal.com

From: Marjorie Robbins <danishwestindies@gmail.com>

Sent: Saturday, February 26, 2022 10:45 AM

To: jstucki@stuckilegal.com

Subject: Re: St. C Ballot Package

I sent it to Gerry.

On Sat, Feb 26, 2022 at 11:59 AM <jstucki@stuckilegal.com> wrote:

Marjorie,

You said you would have proof of the EMD sent to me. It has now been a week and I have heard nothing from you. Can I please get this. Thank you.

Sincerely,

Jay R. Stucki

Stucki Legal, PLLC

Cell: 214.317.5284

Office: 800.717.1651

www.StuckiLegal.com

From: Marjorie Robbins <danishwestindies@gmail.com>

Sent: Saturday, February 19, 2022 4:52 PM

To: jstucki@stuckilegal.com

Subject: Re: St. C Ballot Package

Will do next time I go to the office. M

On Sat, Feb 19, 2022 at 6:24 PM <jstucki@stuckilegal.com> wrote:

Marjorie,

In reviewing the E-124 file, we did not find the Ernest Money check in the records of the initial \$1,000 and then the \$5,000 deposits per the Contract. Would you please provide us with your Trust Bank Statement showing the EMD funds were received and a copy of both checks from the Camerons. Thank you.

Sincerely,

Jay R. Stucki

Stucki Legal, PLLC

800.717.1651

EXHIBIT 26

jstucki@stuckilegal.com

From: jstucki@stuckilegal.com
Sent: Saturday, March 19, 2022 10:37 AM
To: 'Marjorie Robbins'
Subject: RE: 124 St C

Importance: High

Marjorie,

Yet you cannot forward a simple email when you, as a broker and for your fiduciary duties when president, know you must provide the requested documents. Let alone you will not even tell me who your attorney is? This does not add up so hence why I wonder why you refuse to provide proof of the Cameron's EMD? Again my request is renewed for who your attorney is and for you to send the documents to me on behalf of the Association.

Sincerely,

Jay R. Stucki
Stucki Legal, PLLC
Cell: 214.317.5284
Office: 800.717.1651
www.StuckiLegal.com

From: Marjorie Robbins <danishwestindies@gmail.com>
Sent: Friday, March 18, 2022 9:41 PM
To: JStucki@stuckilegal.com
Subject: Re: 124 St C

I am not hiding. I have been ill. I have been advised by another attorney to consult with my attorney. My attorney is busy. Once we chat, all pertinent documents will be provided.

Sincerely,
Marjorie

On Fri, Mar 18, 2022 at 6:56 PM <jstucki@stuckilegal.com> wrote:

As the president and realtor at the time you have an obligation to provide this information. There is no attorney client-privilege for producing the documents asked for. Please tell me who your legal counsel is so I can communicate with him directly. So far all your actions have been to hide what is going on.

Sincerely,

Jay R. Stucki

Stucki Legal, PLLC

Cell: 214.317.5284

Office: 800.717.1651

www.StuckiLegal.com

From: Marjorie Robbins <danishwestindies@gmail.com>

Sent: Friday, March 18, 2022 11:42 AM

To: Jay Stucki <JStucki@stuckilegal.com>

Subject: 124 St C

Mr. Stucki- I have gathered all documents regarding the termination of the contract offer to purchase unit 124 St C by Gary and Susan Cameron; however, I have been advised to run this by my attorney before forwarding anything. Unfortunately, my attorney will be in court Monday and Tuesday. I will meet with him Wednesday. You will hear after that meeting.

Marjorie Robbins

EXHIBIT 27

Association of St. C Condominium Owners
MINUTES OF THE FINANCE COMMITTEE BUDGET MEETING

DATE Tuesday, January 21, 2020
TIME: 7:00 P.M.

OPENING

Attendees: Marjorie Robbins, President, Steve Sturgeon, VP, Anne Marie Medina, Eurkres Rallings (by phone) Karen Rasmussen, Vera Baquet, Jackie Joseph, Treasurer

There were no Minutes presented for approval.

New Business:

BUDGET 2020-

The Budget Draft was emailed to the committee prior to the meeting.

The Budget presented was based on a HOA Fee increase to \$630, effective April 01, 2020.

After much discussion on ways to keep operating expenses under control, without compromising Repairs & Maintenance to the common area, the committee unanimously voted to increase the HOA Fee back to \$650 per month.

The increase was allocated to the Insurance Assessment (account # 4010) line.

Other Recommendations by the committee:

- Reduce Credit Card payments for on-island owners in order to reduce the Merchant fee of \$14,000 annually.
- Hiring contract workers to assist in common area repairs.
- **Maintaining Adequate Reserves:** It is the Board's responsibility to begin maintaining adequate Reserves according to the HOA monthly fees allocation.

Special Note: Depreciation Expense is a non-operating cost for the purpose of the Budget; meaning, for cash-flow purposes, Depreciation Expense reduces the (Loss)....

Submitted By: Jackie Joseph, Treasurer
Presented at the Board Meeting on February 12, 2020



Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491

Tel: 340-718-6341 • Fax: 340-718-1633

www.stccondo.com

manager@stccondo.com or office@stccondo.com

MINUTES

Board of Directors Meeting

March 10, 2021 – 6:00PM

CALL TO ORDER AND ROLL CALL

Directors Present:

Marjorie Robbins (139, 144, 301)
Jackie Joseph (341), via Zoom
Mark Pratt (309) , via Zoom
Todd Charles (243), via Zoom
Jessica Hodge (107), via Zoom
Joanna Walker (116)
Christine Merna (304), via Zoom
Karen Benoit (227), via Zoom

Directors Absent:

Denise Richardson (115)

Also In Attendance:

Dennis Smith, General Manager
Joy Usich (117), via Zoom
Abigail Atwell (123), via Zoom
Sibyll Jones (207), via Zoom
Kay Christiansen (211), via Zoom
Mark Adams (229)
Karen Rasmussen (231)
Michelle Moore (232), via Zoom
Martin Levy (236)
Diana Robinson (302)
Fitzgerald Lawrence (304), via Zoom
Matthew Yeisan (307), via Zoom
Carlos Walcott, via Zoom
Maurice Harris, via Zoom
Tommy McGlothlin (309), via Zoom
Jerry Burns (331)
Sharone Pierre (336), via Zoom
Ann Marie Medina (337), via Zoom

1.0 CALL TO ORDER

The Board of Directors' meeting was called to order at 6:05 p.m.

1.1 APPROVAL OF AGENDA

MOTION – Joanna Walker motioned to adopt the meeting’s agenda with the following topics add after the approval of past minutes:

- Rental of the restaurant on February 28
- Owners’ Annual meeting held on February 13 and current Board members/positions
- Appointment of board members for Legal Committee
- Sale of Unit 124
- Appointment of board members for mediation
- Foreclosure recommendation

This motion was seconded by Jessica Hodge. All Board members present voted in favor of the motion, which was subsequently carried.

2.0 APPROVAL OF PAST MINUTES

No minutes were submitted for approval.

3.0 RENTAL OF THE RESTAURANT ON FEBRUARY 28

The restaurant area was rented out on February 28th for a party held by a St. C resident. Marjorie Robbins stated that the procedures for renting the area had not been followed by the office and that the Owner had broken the rules. Ms. Robbins stated that the procedures have never been followed and that the Board never before approved rental requests.

Joanna Walker expressed concerns regarding the safety of residents and questioned what cleaning procedures were followed. It was noted that the Annual Meeting was not held in-person due to these concerns and that the only people permitted in-person were Board and committee members. Liability on the Association was also a concern if COVID were to spread as a result of the gathering.

A second application had since been submitted to rent the area; however, the office denied it. It was suggested that the Board be provided the opportunity to review the requests.

Joanna Walker noted that the parking/shuttle system was successful and did not interfere with owner parking.

4.0 OWNERS’ ANNUAL MEETING HELD ON FEBRUARY 13 AND CURRENT BOARD MEMBERS/POSITIONS

The Annual Meeting was held on February 13th; however, due to a lack of quorum, business could not be conducted. One of item of business that needed to be addressed was the confirmation of three new Board Members. As there were three candidates and three openings, the election of the new Board Members was uncontested; but the new Board Members were not able to be confirmed at the Annual Meeting. After the meeting, the Board sought direction from the attorney to clarify the next steps. Before any direction had been determined, two separate emails from the president were sent out without the rest of the Board’s approval. One gave misinformation to the owners regarding the current officer positions and the other violated attorney/client privilege.

Concerns raised regarding the nominating procedures were addressed with confirmation that the same procedures have been in use and followed since 2015; that notices and ballots were sent timely per the bylaws; and that nominees from the floor are not allowed per the bylaws. Kay Christiansen had originally been on the nominating committee when the original notices had been sent for the 2021 Annual Meeting; but, when there did not appear to be three candidate submissions by the due date, Ms. Christiansen resigned from the committee and turned in a timely candidacy submission to the office. As

there was a vacancy on the committee, Peter Stewart, who had previously served on the committee, volunteered. Per the bylaws, the nominating committee is appointed by the president of the Association and Peter Stewart's position on the committee was subsequently confirmed by Marjorie Robbins.

After April 4th, there will only be six acting Board Members. The Association's attorney has advised that the three new Board Members can be confirmed at a special meeting of the owners.

MOTION 1 – Joanna Walker motioned to set a special meeting of the owners on April 14th at 7pm to affirm the new, uncontested Board Members. The motion was seconded by Todd Charles.

Discussion followed regarding the benefits of a Special Meeting versus an Annual Meeting. The biggest concern between the two was that Owners wanted to be present at the Annual Meeting; however, Owner's safety cannot be guaranteed. Holding the in-person Annual Meeting later this year should be considered in order to assess the COVID-19 situation with consideration of territorial restrictions, CDC guidance, vaccination efficacy, etc. The Special Meeting can accomplish the one task to affirm the new members by having a quorum through proxy and Zoom and without risking the health and safety of Owners.

MOTION 2 – Todd Charles motioned to request that Marjorie Robbins step down as president.

Marjorie Robbins declined.

RESTATED MOTION 2 – Todd Charles motioned to remove Marjorie Robbins from the role of president. The motion was seconded by Christine Merna.

Marjorie Robbins stated that she would resign from her role as president.

RESTATED MOTION 2 – Todd Charles motioned to accept Marjorie Robbins resignation from the role of president. The motion was seconded by Mark Pratt. Five Board Members were in favor; three abstained (K. Benoit, J. Joseph, M. Robbins) [absent: D. Richardson]. The motion carried.

Per ByLaw Article VI "Officers of the Board of Directors" Section 2b "The Vice President shall preside over meetings and otherwise perform the duties of the President in the absence of the President. Upon resignation or other removal of the President, the Vice President will become President...". The new officer roles will be: Joanna Walker, President; Jackie Joseph, Treasurer; and Jessica Hodge, Secretary. Marjorie Robbins will remain as a Director on the Board.

RESTATED MOTION 1 – Mark Pratt motioned to set a special meeting of the owners to affirm the new, uncontested Board Members on April 14th at 7pm. The motion was seconded by Todd Charles. Six Board Members were in favor; two abstained (K. Benoit, M. Robbins) [absent: D. Richardson]. The motion carried.

Until the Annual Meeting can be rescheduled to safely accommodate an in-person meeting, the special meeting will only serve to address the new members. Any other business for the owners to address will be reserved for the rescheduled Annual Meeting. The rescheduling of the Annual Meeting will be discussed at the next meeting.

5.0 APPOINTMENT OF BOARD MEMBERS FOR LEGAL COMMITTEE

The Association's attorney recommended that a committee of Board Members serve as the point of contact to discuss legal matters.

MOTION – Jessica Hodge motioned to have Christine Merna, Mark Pratt and Jessica Hodge serve on the Legal Committee with Todd Charles serving as an alternate. The motion was seconded by Christine Merna. Seven Board Members were in favor; one abstained (M. Robbins) [absent: D. Richardson]. The motion carried.

6.0 OWNERS' CONCERNS

Due to time, Joanna Walker recommended changing the agenda to allow for Owners Concerns.

MOTION – Todd Charles motioned to address Owners Concerns before proceeding with the rest of the agenda. The motion was seconded by Marjorie Robbins. All Board Members were in favor. The motion carried.

6.1 Joy Usich: Friday at 10 there will be a marshal sale of the old hotel property and it would be in the best interest of the Association to know who the buyer is and what their plans for the property will be.

6.2 Jerry Burns:

- There are bounced checks reflected on the statements provided by the Treasurer. Jackie Joseph will look into them and report.
- Suggested putting two 45's to create a 90 at the north side of the pool in order to divert dirty water from going into the pool.
- While the party was going on in the restaurant, the shuttle was observed to go the wrong way back to the entryway of the property. Addition of signs should be considered.
- There is a loose wire swinging by Unit 235 that needs to be secured.

6.3 Karen Rasmussen: feels that the removal of Marjorie Robbins as president could have been handled in a better way. She feels Ms. Robbins did the best she could as president, that she had the best intentions, and this should be recognized.

6.4 Ann Marie Medina: agrees with Karen Rasmussen, stating that everyone has made mistakes.

6.5 Marty Levy: has a concern regarding the retaining walls, noting that vertical rods are exposed and rusting can be seen. A professional engineer needs to be brought in to survey the current conditions and recommend repairs.

6.6 Sharone Pierre: agrees with Ann Marie Medina and Karen Rasmussen and that Marjorie Robbins did the best she could.

6.7 Abigail Atwell:

- In response to Marjorie Robbins claim that Ms. Atwell broke the rules, she stated that Marjorie was included in the original request and was aware of the party. Ms. Atwell had followed CDC guidelines received directly from the Health Department for the purpose of having the party. She felt if Ms. Robbins had contacted her directly with the concerns raised some of the chaos that followed could have been averted.
- Would like to see a way of tracking maintenance tickets be implemented.
- Feels the Board did not handle the removal of Marjorie Robbins as president in the right way.

6.8 Michelle Moore:

- Noted that she sees Marjorie in the office almost every day and feels that the rest of the Board has been disrespectful.
- Paint on the railings is peeling and should be painted before the wood becomes damaged.
- Per the Rules and Regulations, patios should be kept free of trash and debris; however, this is not being enforced.

6.9 Diana Robinson: agreed with Marty Levy regarding the wall and feels the erosion on the sea side should also be investigated.

6.10 Fitzgerald Lawrence:

- There is a vehicle with flat tires in front of unit 304 that has been sitting for months and has two tickets – wants to know why has this not been addressed.
- Would like to see the Association bring in an independent auditor to review the financials.

6.11 Mark Adams:

- Noted that it appears the owners have little input.
- Asked if the Association has a budget.
- Would like to know what is the plan to use the hurricane funds.
- Requested information on Board members/committees.
- Would like to see the restaurant rented out for events.

7.0 SALE OF UNIT 124

The Association's attorney requested that the Board confirm that the Association has agreed to sell Unit 124; to ratify the contract with the Camerons; to authorize the Power of Attorney; and to vote to approve the payment of the property taxes in order for the sale of Unit 124 to move forward.

Marjorie Robbins confirmed that the contract was still in effect and had not expired. Questions were raised concerning the closing costs and will need to be investigated.

MOTION – Todd Charles motioned to pay the outstanding property taxes on Unit 124. The motion was seconded by Mark Pratt. All Board members present were in favor [absent: J. Joseph; D. Richardson].

8.0 APPOINTMENT OF BOARD MEMBERS FOR MEDIATION

The Association's attorney requested that the Board appoint three Board members to serve at the upcoming mediation scheduled for Unit 132.

MOTION – Todd Charles motioned to have Marjorie Robbins, Mark Pratt and Jessica Hodge represent the Board at the mediation addressing the claims from Unit 132. The motion was seconded by Christine Merna. All Board members present were in favor [absent: J. Joseph; D. Richardson].

9.0 FORECLOSURE RECOMMENDATION

The Association's attorney has recommended that the Board move forward with foreclosure proceedings for Units 220 and 320.

MOTION – Jessica Hodge motioned to move forward with the foreclosure of Unit 220 and 320 based upon the recommendation from the Association's attorney. The motion was seconded by Mark Pratt. Six Board members were in favor; two abstained (K. Benoit; M. Robbins) [absent: J. Joseph; D. Richardson].

10.0 GENERAL MANAGER'S REPORT

Dennis Smith reviewed the manager's report (see attached).

11.0 OFFICERS' REPORTS

11.1 PRESIDENT'S REPORT

No report

11.2 VICE PRESIDENT'S REPORT

No report

11.3 SECRETARY'S REPORT

Nothing to report

11.4 TREASURER'S REPORT

Jackie Joseph had left the meeting earlier but previously submitted a reconciliation (attached).

12.0 COMMITTEE REPORTS

12.1 BUILDINGS AND GROUNDS REPORT

Marty Levy brought up concerns regarding the generator. Some discussion with Dennis Smith followed.

12.2 SOCIAL REPORT

No report

12.3 NOMINATING

No report

12.4 BY-LAWS

No report

13.0 OLD BUSINESS

Marjorie Robbins has been working on obtaining a property appraisal. One company has said it would cost between \$3,000 to \$5,000. Firm proposals from appraisal companies need to be submitted for the Board to review and approve.

14.0 NEW BUSINESS

None

15.0 ADJOURNMENT

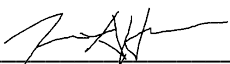
MOTION - There being no further business, ON MOTION DULY MOVED BY JESSICA HODGE, SECONDED AND CARRIED BY CHRISTINE MERNA, THE MEETING WAS ADJOURNED AT 9:10 P.M

Minutes submitted by

.....

Jessica Hodge

Approved by



Jessica Hodge, Secretary



Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491

Tel: 340-718-6341 • Fax: 340-718-1633

www.stccondo.com

manager@stccondo.com or office@stccondo.com

AGENDA

Board of Directors Meeting

March 10, 2021

6:00 PM

- | | |
|---------|--|
| 6:00 PM | Call to order and roll call |
| 6:05 PM | Approval of Agenda |
| 6:09 PM | Approval of past Minutes recently submitted 2021 |
| 6:15 PM | General Manager's Report |
| 6:20 PM | Officers' Reports: |
| | 1) President's Report |
| | 2) Vice President's Report |
| | 3) Secretary's Report |
| | 4) Treasurer's Report |
| 6:30 PM | Committee Reports |
| | 1) Buildings & Grounds Committee Report |
| | 2) Others? |
| 6:40 PM | Old Business |
| 6:45 PM | New Business |
| 6:50 PM | Owners' Concerns |
| 7:00 PM | Adjourn |

EXHIBIT 28

Association of St. C Condominium Owners
MINUTES OF THE FINANCE COMMITTEE BUDGET MEETING

DATE Tuesday, January 21, 2020
TIME: 7:00 P.M.

OPENING

Attendees: Marjorie Robbins, President, Steve Sturgeon, VP, Anne Marie Medina, Eurkres Rallings (by phone) Karen Rasmussen, Vera Baquet, Jackie Joseph, Treasurer

There were no Minutes presented for approval.

New Business:

BUDGET 2020-

The Budget Draft was emailed to the committee prior to the meeting.

The Budget presented was based on a HOA Fee increase to \$630, effective April 01, 2020.

After much discussion on ways to keep operating expenses under control, without compromising Repairs & Maintenance to the common area, the committee unanimously voted to increase the HOA Fee back to \$650 per month.

The increase was allocated to the Insurance Assessment (account # 4010) line.

Other Recommendations by the committee:

- Reduce Credit Card payments for on-island owners in order to reduce the Merchant fee of \$14,000 annually.
- Hiring contract workers to assist in common area repairs.
- **Maintaining Adequate Reserves:** It is the Board's responsibility to begin maintaining adequate Reserves according to the HOA monthly fees allocation.

Special Note: Depreciation Expense is a non-operating cost for the purpose of the Budget; meaning, for cash-flow purposes, Depreciation Expense reduces the (Loss)....

Submitted By: Jackie Joseph, Treasurer

Presented at the Board Meeting on February 12, 2020