

DECLARATION

St. Croix office
4/3/95 KSK
2:55 pm.

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES TO BE
ERECTED ON ST. C CONDOMINIUM, ST. CROIX, U.S. VIRGIN ISLANDS
PURSUANT TO THE CONDOMINIUM ACT OF THE VIRGIN ISLANDS.

NAME:

ST. C CONDOMINIUM

SPONSOR:

ST. CROIX HOTEL CORPORATION
Estate St. John
Christiansted, St. Croix

DATE OF DECLARATION:

John Ruge APR 3-1995

ST. CROIX HOTEL CORPORATION, a corporation organized and existing under the laws of the Territory of the Virgin Islands, whose principal office is situated at Hotel St. Croix by the Sea, which it owns and operates at Estate St. John, Christiansted, St. Croix, U.S. Virgin Islands, hereinafter referred to as "The Declarant," does hereby declare:

1. DESCRIPTION OF THE PROPERTY: The Declarant is the owner in fee simple of all that certain plot, piece or parcel of land, situated on the island of St. Croix, Virgin Islands of the United States, to wit:

Plot No. 2, consisting of 3.17 U.S. acres, and Plot No. 6G consisting of 2.76 U.S. acres, all as more fully shown on P.W.D. 2647, dated August 22, 1969, SUBJECT to an easement of access running with the land in favor of the present and future accesses to Plot No. 2A and Plot No. 3E of Estate St. John.

TOGETHER WITH the buildings and improvements situate thereon and the easements, tenements, hereditaments and appurtenances thereunto belonging; including a perpetual easement of access for ingress and egress to the public highway over and along the roadways shown on the aforesaid P.W. Drawing which use shall be subject to the obligation to pay one-half ($\frac{1}{2}$) of the cost of constructing, improving, and maintaining said roadways.

THIS dedication is subject to a perpetual easement of access for ingress and egress running with the land and appurtenant thereto reserved to declarant, its successors and assigns to use the roadways shown on the aforesaid plots subject to this declaration as a means of access to and from other lands of the declarant. SUBJECT to utility easements of record. The foregoing land with the aforesaid tenements, hereditaments and appurtenances is hereinafter referred to as the "Property."

2. SUBMISSION OF PROPERTY: The Declarant hereby submits the Property and all the improvements erected or to be erected thereon to the provisions of the Condominium Act of the Virgin Islands, (hereinafter referred to as "the Act".)

3. NAME OF CONDOMINIUM: The Property and the improvements thereon submitted by Article 2 hereof shall be known as ST. C CONDOMINIUM (hereinafter referred to as "the Condominium".)

4. DESCRIPTION OF THE BUILDINGS: The Condominium shall consist of ten (10) buildings, three (3) stories in height without basements

but with cisterns and other related facilities, comprising a total of One Hundred Thirty Two (132) apartment units constructed principally of reinforced concrete roof, framework and floors with masonry partitions. There is also included an office, manager's apartment, swimming pool, dining and recreational areas with apartments for staff and service areas.

5. IDENTIFICATION OF APARTMENTS: Each Apartment consists of the area measured horizontally from the Apartment side of the exterior concrete walls of the Building to the Apartment side of the walls and/or partitions separating such Apartment from corridors, stairs, and mechanical equipment spaces, and where walls and/or partitions separate such apartment from other Apartments, to the side of such walls and/or partitions facing such Apartment, vertically each Apartment consists of the space between the top of the concrete floor and the underside of the ceiling. Each Apartment also includes the balcony and/or terrace appurtenant to such Apartment. Exhibit "A", (consisting of three pages), which is attached hereto and made a part hereof, sets forth a general description of the Apartments, each of which has been assigned a number, depending upon the building and the floor upon which it is located. All apartments are identical in size consisting of living room, dining room, bedroom, dressing room, kitchen, bathroom, deck and gallery, but vary in arrangement and have varying use of limited common areas depending on location. The location of the various buildings is shown upon Exhibit "B".

6. COMMON AREAS AND FACILITIES: The Common Areas and Facilities consist of all parts of the Condominium other than the Apartments. In particular, but not in limitation thereof, the Common Areas and Facilities include the following:

- (a) The Property.
- (b) The foundations and structural members, including columns, girders, beams, supports, main walls, and roofs of the buildings.
- (c) All exterior walls of the Buildings; all walls and partitions separating Apartments from corridors, stairs, and other mechanical equipment spaces; all walls and partitions separating Apartments; all concrete floors and ceilings, and all cisterns.
- (d) Yards, gardens, walks, lobbies, parking areas and utility enclosures with the exception of those which have been designated limited common areas.
- (e) Motors, pumps, tanks, equipment, apparatus, and all other central and appurtenant installations, including all pipes, ducts, shafts, wires, cables and conduits used in connection therewith, required to provide power, potable water, rain water, and salt water, sewer, light, telephone, television and other services to or in the Buildings.
- (f) All other parts of the Condominium and all other apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the

Condominium, and all mechanical equipment spaces.

7. LIMITED COMMON AREAS AND FACILITIES: The stairways and landings leading to first and third floor apartments, shall be limited common areas for the use of the apartments served, as are the bridges to second floor apartments, likewise the ground area and where designated on Exhibit "B", the seaward ground area shall be for the use of the adjoining apartment.

8. VALUE OF PROPERTY AND APARTMENTS: The value of each Apartment is stated to be Fifty Thousand Dollars (\$50,000.00), and the percentage of undivided interest in the Common Areas (hereinafter referred to as the "Owner") shall be the same as every other owner, to wit, an undivided one-hundred and thirty-second (1/132) interest, as hereinafter particularly described in Article 9 hereof.

9. THE INTEREST OF THE OWNERS IN THE CONDOMINIUM: Each Owner shall own his Apartment in fee simple absolute.

Each Owner shall own an undivided 1/132 interest in the Common Areas and Facilities. Such undivided interest is hereinafter referred to as "the Common Interest." Except as otherwise provided herein or in the By-Laws of the Association of Apartment Owners (hereinafter referred to as "the By-Laws") a copy of which is attached hereto as Exhibit "C" the Common interest is hereby declared to be appurtenant to each Apartment respectively and cannot be destroyed, severed, partitioned, divided or altered in any way except by the consent of all Owners and all first mortgagees of the Apartments or by the termination of this Declaration, as hereinafter provided.

Each Apartment together with the Common Interest and any other interest of the Owner in any property of the Condominium arising out of his ownership of the Apartment shall for all purposes be and is hereby declared to be a separate parcel of real property.

Every conveyance or encumbrance of an Apartment shall be deemed to include the Common Interest and all easements appurtenant thereto and any other interest in any property of the Condominium arising out of his ownership of the Apartment, even though the same are not expressly mentioned or described in the conveyance or other instrument and similarly shall be deemed to be subject to all easements in favor of other Owners.

10. CHARACTER AND USE: The Apartments are to be used for residential purposes only.

The Common Areas and Facilities shall be used for the benefit of the Residents, the furnishing of services and facilities for which the same are reasonably intended, and for the enjoyment to be derived from such proper and reasonable use, without hindering or encroaching upon the lawful rights of other Residents.

11. ENCROACHMENTS: If any portion of the Common Areas and Facilities encroached on any Apartment, or if any Apartment now encroaches upon any other Apartment, or upon any portion of the Common Areas and Facilities, as a result of the construction of the Buildings, or if any such encroachment shall occur hereafter as a result of settling or shift-

ing of the Building, a valid easement for the encroachment and for maintenance of the same so long as the Buildings stand shall exist. In the event the Building, the Apartment, any adjoining Apartment, or any adjoining Common Area or Facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Areas and Facilities upon any Apartment or of any Apartment upon any other Apartment or upon any portion of the Common Areas and Facilities due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Buildings shall stand.

12. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON FACILITIES LOCATED INSIDE OF APARTMENTS: Each Owner shall have an easement in common with all other Owners to use all pipes, wires, ducts, cables, conduits, public utility lines and other Apartments and serving his Apartment. Each Apartment shall be subject to an easement in favor of all other Owners to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other Apartments and located in such Apartment.

13. ACQUISITION OF APARTMENTS BY THE BOARD OF DIRECTORS: In the event the Board of Directors shall obtain title to any Apartment, such Apartment shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all Owners, in proportion to their respective Common Interests. The lease covering any Apartment leased to the Board of Directors, or its designee, corporate or otherwise, shall be held by the Board of Directors, or its designee on behalf of all Owners, in proportion to their respective Common Interests.

14. SERVICE OF PROCESS: The name of the entity designated to receive process in any action which may be instituted in relation to the Condominium or any parts thereof, together with its place of business in St. Croix, Virgin Islands, is VIRGIN ISLANDS TITLE AND TRUST COMPANY, Pentheny Building, 46 King Street, Christiansted, St. Croix, U.S. Virgin Islands.

15. APARTMENTS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS: All present and future Residents, tenants, and occupants of the Apartments shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and the rules and regulations promulgated by the Board of Directors pursuant to the By-Laws (hereinafter referred to as the "Rules and Regulations") as this Declaration, the By-Laws, and the Rules and Regulations may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Apartment shall constitute an agreement that the provisions of the Declaration, the By-Laws, and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such Owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Apartment, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the Common Areas and Facilities or any part thereof except as may be specifically permitted by the Condominium Act of the Virgin Islands, by the provisions

of or by the By-Laws.

16. AMENDMENT OF DECLARATION: This Declaration may be amended by the vote of Owners representing at least seventy-five per cent (75%) in Common Interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on four (4) or more apartments. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds, Christiansted, St. Croix, U.S. Virgin Islands.

17. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE: In the event that two-thirds ($2/3$) or more of the total number of Apartments are substantially damaged or destroyed, a decision not to reconstruct or repair such damaged or destroyed Apartments may be made within sixty (60) days of the date of such damage or destruction by the vote of Owners representing at least 66-2/3% in Common Interest, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. If less than two-thirds ($2/3$) of the total number of Apartments are damaged or destroyed or if a decision not to reconstruct or repair damaged or destroyed Apartments is not made as aforesaid, it shall be mandatory that such Apartments be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total cubic area pursuant to which the Buildings were initially constructed.

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

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

20. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Declaration nor the intent of any provisions hereof.

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

22. TERMINATION: Upon a unanimous vote of the Owners, the Condominium may be removed from the provisions of the Act by a certificate to that effect duly recorded in the office where this Declaration is recorded, provided that the holders of all liens affecting any of the Apartments consent or agree thereto by instruments duly recorded that their liens be transferred to the percentage of the undivided interest of the Owner in the Condominium as hereinafter provided; in such event, the Owners shall own the property as tenants in common in undivided shares and the holders of mortgages and liens against the Apartment or Apartments formerly owned by such Owners shall have mortgages and liens

The Declaration

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spective undivided Common Interest of the Owners in the Condominium. Such undivided Common Interest of the Owners shall be the same interest as their former Common Interest. All funds held by the Board of Directors shall be and continue to be held for the Owners in proportion to their Common Interest.

Following such termination, the Condominium may be partitioned and sold upon the application of any Owner. If the Board of Directors following a termination determines to accept an offer for the sale of the property, and if such offer is approved by Owners representing at least 66-2/3% in Common Interest, then each Owner shall be bound to execute such deeds and other documents reasonably required to effect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the Condominium shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereof.

The members of the Board of Directors, acting on behalf of the Owners, shall continue to have such powers as in this Article are granted, notwithstanding the fact that the Board of Directors itself may be dissolved upon a termination.

23. EFFECTIVE DATE: This Declaration shall become effective when it is recorded, along with any other required documents, in the office of the Recorder of Deeds, Christiansted, St. Croix, U.S. Virgin Islands. From and after the effective date the Condominium shall be subject to the terms of this Declaration and any amendments thereto until the termination thereof as provided herein or in the Act.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this day of 19 .

ST. CROIX HOTEL CORPORATION

BY

President

ATTEST:
