IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

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SX-2022-CV-00401
TAMARA CHARLES
CLERK OF THE COURT

IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS

DISTRICT OF ST. CROIX

THE ASSOCIATION OF ST. C CONDOMINIUM OWNERS, INC., Plaintiff, v. MARJORIE ROBBINS, JACKIE JOSEPH, KAREN RASMUSSEN, DIANA ROBINSON, ANN MARIE MEDINA and SHARONE PIERRE, Defendants.	**CIVIL NO. SX-2022-CV-00401**
DARIN BOKENO, LORNA HINES, DIETER BECKER, ROBIN BECKER, VALERIE STILES, WILLIS GAFFNEY, SANA GAFFNEY, JEFFREY LANDBACK, DAVID CAPRIOLA, OLGA CAPRIOLA, JOHNNIE GILBERT, JERRY MANN, JOSEPH ESTES, RIA LUTCHMEESINGH, RR EVANS, MARESA FANELLI, DAWN SHERWOOD, CHERYL DANIEL, MARTIN LEVY, EURKRES RALLINGS, DANA MCDOUGAL, YEISAN MATTHEW, KENNETH YEE, VICTORIA YEE, DAVID PELTIER, LUCITA PELTIER, THERESA THOMAS, MICHAEL JOE DARRAH, SHANNA PIERRE, OLIVER PIERRE, PETER SERINI, JOSE SALDAÃ‘A, MIA PIRNAT, ROY MEGNIN, and OMAR IDHEILEH, Plaintiffs, v. CHRISTINE MERNA acting in her capacity as, President of the St. C Board of Directors of The Association of St. C Condominium Owners, Inc. and SYBILL JONES a/k/a SIBYLLA JONES, JESSICA HODGE, RACHEL, MICHAEL RYAN PICKARD, BRANDIE KENNEDY, DIANE PETRUSHKEVICH, TOMMY MCGLOTHLIN, and TODD CHARLES in their capacity as members of the Board of Directors of The Association of St. C Condominium Owners, Inc., Defendants.	**CASE NO. SX-2023-CV-00198**

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EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER OR, IN THE ALTERNATIVE, FOR PRELIMINARY INJUNCTION

COMES NOW The Association of St. C Condominium Owners, Inc., acting through its Board of Directors ("the Association"), by and through its undersigned counsel, Kye, Walker, Esq., and pursuant to Virgin Islands Rule of Civil Procedure 65, and hereby moves for an emergency and temporary injunction restraining the Defendants in the matter bearing civil no. SX-2022-CV-0041 (hereinafter "Defendants" or "Defendants in the main action"), the Plaintiffs in the matter bearing civil no. SX-2023-CV-00198 (hereinafter "Bokeno Plaintiffs" or "Owners for Positive Change"), and their counsel from: 1. holding and representing themselves to the community as the Association of St. C Condominium Owners, Inc.; 2. from soliciting or calling a Special Meeting; 3. from conducting an illegal Special Meeting under the name of the Association of St. C Condominium Owners, Inc or any meeting for the removal of Board members on Thursday, April 25, 2024 or any other day. The Association cites the following points and authorities in support of this emergency motion.

BACKGROUND AND PROCEDURAL HISTORY

The Association relies on the following facts in support of the instant motion for emergency injunctive relief.

1. The St. C Condominium community contains 132 units such that the total number of votes at any meeting shall not exceed 132 votes. *See*, https://stccondo.com/#:~:text=The%20St.,%2C%20Buck%20Island%2C%20and%20Christiansted.; *see also*, **Exhibit "1"**, Bylaws at Article IV, Section 14.

2. The Association, acting through its Board of Directors and on behalf of members of the Association, brought an action against Defendants in the main action who are former board members and board committee members due to their mishandling of hurricane recovery funds, failure to employ controls to combat fraud and waste, abuse of positions of authority, and other violations of law and the Association's Bylaws. *See*, Complaint in SX-2022-CV-0041.

3. The exhibits submitted in support of the Complaint provide support for the allegations and include board minutes documenting the transfer of Hurricane Maria insurance proceeds from specially designated accounts to the Association's operating accounts with funds being expended without any supporting documentation, while members of the Association simultaneously sought funds to repair their condominium units and common areas. *Id.*, at Exhibits "4", "17", "18", "19", "10", "21", and "22" to the Complaint in SX-2022-CV-0041.

4. In addition, the minutes of the board meetings and documented transactions support allegations of misappropriation of reserve funds, waivers of fees for at least one of the defendants in the main action while she served on the Board, and conflicts of interest with a board member who was also the realtor to third parties who purchased condominium units from the Association, among other wrongful conduct. *Id.*

5. The initiating action was brought by the Board, acting on behalf of the Association, and as authorized by section 926 of the Condominium Act.

6. Significantly, the Introductory Statement of the Complaint reads:

   [t]his action is being brought by the Association **as the result of concerted efforts and campaign by the Defendants to cover up their wrongdoings by attempting to oust the current Board of Directors who are investigating the Defendants** for breaching their fiduciary duties under Declaration, Bylaws, and Condominium Act, while serving on the Board or a committee, on behalf of the St. C Association.

   See, Complaint in SX-2022-cv-00401 dated August 16, 2022 (emphasis added).

7. As predicted, individuals associated with the Defendants in the main action, for instance the family member of Sharone Pierre and individuals who served on the Board at the same time as Defendants such as Eurkres Rallings, filed a separate action against the individual Board members and others. **Exhibit "2"**, Email between the Pierres and Jessica Hodge dated February 11, 2023.

8. Those Plaintiffs, referred to herein as the Bokeno Plaintiffs, seek, among other things, an order requiring the Board and its President to hold a Special Meeting and order preventing the Board from conducting the business of the Association, which include investigating and prosecuting the Defendants for their misdeeds. *See*, Complaint in 2023-CV-00198 dated August 2, 2023.

9. The Bokeno Plaintiffs filed a Motion for TRO and Preliminary Injunction, which was dismissed due to several deficiencies. *See*, Order in 2023-CV-00198 and dated July 21, 2023.

10. The Bokeno Plaintiffs re-submitted its request for a temporary restraining order and preliminary injunction seeking an order forcing the Board to conduct a special meeting. *See*, Motion for Temporary Restraining Order and Preliminary Injunction in 2023-CV-00198 and dated August 8, 2023.

11. The Bokeno Plaintiffs, who are represented by the same attorney who represents the Defendants[1], seek a special meeting for the purpose of ousting the current Board of Directors and halting the investigation and civil prosecution of the Defendants. **Exhibit "3"**, Email from Sharone Pierre to Board dated April 4, 2022, with accompanying petition for special meeting; *see also*, **Exhibit "4"**, Email exchange between Darin Bokeno and association member dated June 6, 2023.

12. The Bokeno Plaintiffs' motion for injunctive relief is fully briefed and pending before the Court.

13. Unable to obtain an order enjoining the Board from conducting the affairs of the Association, the Bokeno Plaintiffs, working in concert with counsel for the Defendants, have launched a campaign in the St. C community to prevent the Board from constituting a quorum at its annual meetings and misleading members of the St. C community with false statements.

14. The Bokeno Plaintiffs, along with three Defendants from the main action, have organized under the name of "Owners for Positive Change" (hereinafter "OPC") and have successfully prevented the Board from achieving quorum at its annual meetings. **Exhibit "5"**, Facebook post by Darin Bokeno in OPC group chat instructing Association members not to participate in the annual meeting to prevent the election of Board members and consideration of By-laws; see also,

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1 The concurrent representation of the Defendants and the Bokeno Plaintiffs poses a non-waivable conflict-of-interest, which is the subject of motions that have been filed and are currently pending in both actions.

Exhibit "6", Facebook post by Bokeno in OPC group regarding Board's failure to achieve quorum.

15. The OPC campaign to dismantle the Board and halt the investigation and prosecution into the Defendants' misdeeds, include harassment of other Association members who are not members of OPC and adding names to their group and actions without authority. **Exhibit**

16. **"7"**, Email exhibit between "Nicole F." and Bokeno dated February 16, 2023; **Exhibit "8"**, Email from Chris A. Williams to Jason May dated March 27, 2024; and *see also*, **Exhibit "4"**.

17. Moreover, counsel for Defendants communicates and disseminates information to members of the Association through Bokeno's communications and is often copied or referenced in communications distributed by Bokeno and members of the OPC. *See e.g.*, **Exhibit "9"**, Facebook post in OPC group by Darin Bokeno dated March 26, 2024 and announcing a special meeting under the guidance of legal counsel.

18. On March 18, 2024, members of OPC placed packets on the porches and at the doors of all unit owners. **Exhibit "10"**, Letter from Christine Merna to Association members dated March 21, 2024.

19. The packages were fraudulent and misleading inasmuch as they purported to be from the Association and not OPC and include material for a Special Meeting bearing the header of the Association. **Exhibit "8"** and **Exhibit "11"**, Agenda for OPC's false Special Meeting.

20. The Special Meeting fraudulently announced by OPC and Bokeno as being a meeting of the Association is scheduled for Thursday, April 25, 2024.

21. Three of the Defendants and all of the Bokeno Plaintiffs are identified as members of OPC. **Exhibit "12"**, Email from "Owners for Positive Change" identifying a list of members with three of the Defendants and all of the Bokeno Plaintiffs highlighted for court's convenience and dated June 23, 2023.

22. The Bokeno Plaintiffs falsely purport in their Complaint to be individual unit owners in good standing with the Association of St. C Condominium Owners. Amended Complaint, at ¶ 4.

23. The representation that the Bokeno Plaintiffs are all members in good standing is patently false as many of the members have failed to pay dues, have pending

liens for failure to pay dues, and otherwise are not owners of any St. C units as demonstrated in the attached accounting. **Exhibit "13"**, Association's Aging Summary as of March 28, 2024, with disqualified parties highlighted in yellow.

24. In addition, other members of OPC, who are not parties to any of the two actions, have arrears with the Association for failure to pay dues. *Id.* with disqualified OPC members highlighted in green*; compare with,* **Exhibit "12"**, with OPC members who are not parties to either action highlighted in green.

25. Of the Defendants, Bokeno Plaintiffs and OPC members who owe dues to the Association, at least five of those members are disqualified from voting because they are in arrears in excess of 90 days. **Exhibit "1"**, at Article IV, Section 15.

26. In addition, to the outstanding dues in arrears, at least three of the OPC members have liens on their units due to the amount of outstanding dues owed. **Exhibit "13"**, Accounting updated through March 28, 2024, identifying owners with liens in green and units that have sold or are on the verge of being sold in pink.

27. The status of the various Defendants, Bokeno Plaintiffs, and other members of the OPC and whether they are in good standing is relevant inasmuch as OPC seeks to conduct an illegal "Special Meeting" under the name of the Association for purposes of removing the current Board of Directors, although they are not authorized to act on behalf of the Association and although many of them are not qualified to vote or hold office in the Association. **Exhibit "11"**; *see also*, **Exhibit "9"**, Facebook post by Darin Bokeno dated March 26, 2024, and stating ("As owners, **and under the guidance of legal counsel**, **we have <u>assumed the responsibility</u> of organizing a special meeting** due to the BOD's refusal to adhere to the Bylaws and acknowledge the 43+ owners who signed a petition requesting a special meeting.")(emphasis added)

28. Upon information and belief, the counsel who is "guiding" the OPC to call a Special Meeting and is the same counsel who represents the Defendants in the main action, which Defendants have committed various breaches of their fiduciary duty and other misdeeds when they served on prior Board and board committees. That the same counsel who represents those Defendants also represents the Bokeno Plaintiffs, is "guiding" the OPC to call a meeting on behalf of the Association, not only violates Virgin Islands Rules of Professional Conduct 211.4.2 inasmuch as he is communicating with members of the Association who are represented by counsel.

29. The issue of opposing counsel's conflict of interest is the subject of two pending motions for disqualification due to the inherent conflict of interest in representing defendants who committed significant misdeeds against the members of the Association while simultaneously representing members of the Association.

30. Specifically, the Bylaws of the Association, which are the same Bylaws the Bokeno Plaintiffs and the OPC rely upon in their Amended Complaint provide in relevant parts:

    a. ASSOCIATION means all of the St. C Condominium unit owners acting as a group in Accordance with these By-laws and Declarations as an Incorporated Entity, Article III, Section 2;

    b. CONDOMINIUM OWNER, as used in these By-laws, means the party or parties who have legal title to a condo unit or jointly hold legal title to a condo unit which gives them the right and interest in a condo unit to the exclusion of others, Article III, Section 2;

    c. Ownership shall be determined by receipt and possession of a duly recorded deed and/or such other documents as indicate title in fee simple to a condo unit or units, Article IV, Section 2;

    d. Special meetings of the Association ***may*** be called by the President of the Board of Directors or a majority of the Board or upon receipt of written request from ten (10) or more owners. Such written request shall state the purpose or purposes of the proposed meeting. Such meeting shall be held no more than sixty (60) days from the date of receipt of such request. Business transacted at a special meeting shall be limited to the purpose or purposes set forth in the notice of such special meeting, Article IV, Section 7;

    e. A quorum of all meetings of the Association shall consist of at least 40% of owners eligible to vote, either in person or represented by an authorized proxy. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of an owner or owners. In the absence of a quorum, the owners present may adjourn the meeting to a future date, Article IV, Section 12;

    f. The vote at a meeting in which at least 40% of owners once present has convened shall be binding upon all owners for all purposes except where in the Act, the Declaration or these By-laws a different percentage is provided for, Article IV, Section 13;

g. As used in these By-laws, the term "definition of a quorum" shall mean those owners and/or their duly authorized proxies who once present have convened at any meeting of the Association, and whose total number comprises at least 40% of the total authorized votes. **Owners in arrears of Common Charges in excess of 90 days are disqualified from voting unless their account is brought current within 7 days of the Annual Meeting.** At that time the General Manager will determine the total number of disqualified owners. The number of owners in good standing needed to form a quorum for the Annual Meeting will then be determined by subtracting the number of disqualified condo units from those in good standing with the Association, Article IV, Section 15;

h. The Association shall be managed by a Board of Directors. The members of the Board of Directors shall be owners, or in the case of partnership or corporations, as the case may be, Article V, Section 1;

i. A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the Act, the Declaration, or these By-laws otherwise provide, Article V, Section 6;

j. The Board shall have powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as prohibited by law, the Declaration, or the By-laws. Such acts and things shall not be delegated to one or more directors. All other powers and duties are reserved to the owners and to the extent permitted by law, the Declaration, or the By-laws. The powers and duties of the Board shall include, but shall not be limited to the following:

    (i) 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 . . .

    (ii) 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;

    (iii) 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 . . .

(iv) 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;

(v) 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;

(vi) 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 and other liens;

(vii) Taking possession of any abandoned condo unit or exercising control over any apartment owner to prevent loss or damage to other apartments or to the Common areas and Facilities;

(viii) 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;

(ix) Obtaining insurance for the Property and the condo units;

(x) 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;

(xi) 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 anyone 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;

(xii) Any documents required as the result of a specific action of the Board or of owners at the Annual Meeting or a special meeting shall be signed only by those individuals so designated at the time of the adoption of the specific action or by the President, Article V, Sections a, c-d, and g-o.

k. The President, as Chief Executive Officer of the Board, shall preside over all meetings and perform such duties as provided in these By-laws and Board proceedings. The President is authorized to sign all contracts and checks in combination with other duly authorized individuals where required, Article VI, Section 2(a);

l. In the event of default by an owner after thirty (30) days in paying the common charges, such owner shall be obligated to pay interest at a rate of 18% per annum on such unpaid common charges from the due date thereof, together with all expenses, including attorney's fee, reasonably incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The board of Directors shall have the authority to take all such actions as shall be authorized by law to enforce payment of the common charges and/or to enforce the lien thereof on the condo unit.

All unpaid common charges assessed against an owner of a condo unit shall constitute a lien on that condo unit in accordance with the law; which lien may be foreclosed by a suit by the Association acting by and through the Board of Directors and the Association's legal counsel. For all charges sixty (60) days past due, the Manager shall initiate a lien action and disconnect Cable TV. If charges are not paid in an additional sixty (6) days, foreclosure proceedings shall be initiated, Article VII, Section 6;

m. The violation by an owner of any of the Rules and Regulations adopted by the Board of Directors, or the breach of any provision of these By-laws shall give the Board of Directors the right, in addition to any other rights set forth in the By-laws or available by Law: . . . (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach or any such condition, Article VII, Section 8.

31. Further, the Association is formed under the Virgin Islands Condominium Act, codified in 28 V.I.C. chapter 33, which provides in relevant parts:

a. "Association of apartment owners" means all of the apartment owners acting as a group in accordance with the bylaws and declaration, 28 V.I.C. § 901(d);

b. Each apartment owner shall comply strictly with the bylaws and the administrative rules and regulations adopted pursuant thereto, as either of the same may be lawfully amended from time to time, and with the covenants, conditions, and restrictions set forth in the declaration or in the deed to his apartment. Failure to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both maintainable by the manager or Board of Directors on behalf of the Association of Apartment Owners or, in a proper case, by an aggrieved apartment owner, 28 V.I.C. § 906;

c. The bylaws may provide for the following: . . . method of calling meetings of the apartment owners; what percentage, if other than a majority of apartment owners shall constitute a quorum, 28 V.I.C. § 918(b).

The Board, on behalf of the Association, seeks to enjoin Defendants and the Bokeno Plaintiffs from misrepresenting themselves as the Association and to stop the illegally called "Special Meeting" scheduled for Thursday, April 25, 2024.

ANALYSIS

Virgin Islands Rule of Civil Procedure 65(b) provides:

> [t]he court shall consider and rule upon an application for a temporary restraining order as soon as practicable, and may issue a temporary restraining order without written or oral notice to the adverse party or its attorney only if:
> (A) specific facts in an affidavit or a verified complaint clearly show that immediate and irreparable injury, loss, or damage will result to the movant before the adverse party can be heard in opposition; and
> (B) the movant's attorney certifies in writing any efforts made to give notice and the reasons why it should be required.

The Virgin Islands Supreme Court has ruled that four factors shall be considered in deciding a motion for temporary restraining order and preliminary injunction: "(1)

whether the movant has shown a reasonable probability of success on the merits; (2) whether the movant will be irreparably injured by denial of the relief; (3) whether granting preliminary relief will result in even greater harm to the nonmoving party; and (4) whether granting the preliminary relief will be in the public interest. *V.I. Taxi Ass'n v. West Indian Co., Ltd.*, 2016 V.I. LEXIS 150, at *4 (Superior Court September 28, 2016). The party pursuing the temporary restraining order bears the burden of "of making some showing on all four factors." *Id.* Moreover, "a strong showing of one factor . . . may affect the necessary showing with regard to another." *Kings Wharf Island Enters. v. Rehlaender*, 34 V.I. 23, 27 (Terr Ct. 1996)(citing Olmeda v. Schneider, 889 F.Supp. 228, 231 (D.V.I. 1995). Further, "[i]n moving for a temporary restraining order, mere allegations are not enough, and a party is required to submit evidence beyond motions and pleadings to support the claim on the merits or the contentions of irreparable harm". *Id.*

In considering the TRO motion, the Supreme Court has held that the Superior Court "must evaluate the moving party's showing on all four factors under a sliding scale standard" and that "[i]n conducting this sliding-scale analysis, the Superior Court must make findings on each of the four factors and determine whether -when the factors are considered together and weighed against one another- the moving party has made a clear showing that [it] is entitled to [injunctive] relief." *Id.*, at *4 (citing 3RC & Co. v. Boynes Trucking Sys., 63 V.I. 544, 557 (V.I. 2015)).

In the context of a corporate setting and in situations of fraud, illegal, or unfair conduct, a corporate meeting may be enjoined to prevent irremediable injury.

Vanadium Corp. of America v. Susquehana Corp., 203 F.Supp. 686 (Del. D. Ct. 1962).

Finally, both the Virgin Islands Condominium Act and the Bylaws contemplate the filing of actions for injunctive relief against an apartment owner who fails to comply with or expressly violates the bylaws of a condominium association. 28 V.I.C. § 906 and

Exhibit "1", at Article VII, Section 8.

1. **Likelihood of Success on the Merits.**

The Association must make some showing that it is likely to succeed on the merits. *Id.*, at *9. To demonstrate a reasonable probability of success on the merits, the Association is not required to show that it "will actually prevail on the merits at trial, or that [its] success is more likely than not". *Id.*, at 9 (citing Yusuf v. Hamed, 59 V.I. 841, 849 (V.I. 2013)). Rather, the Association "only needs to show that [it] has 'a reasonable chance, or probability, of winning.'" *Id.* The Association has met this burden.

In this instance, the Bylaws make clear that the President of the Board has the discretion to call a special meeting, whether on behalf of the Board or in response to a petition for a special meeting. **Exhibit "1"**, at Article IV, Section 7 ("Special meeting of the Association may be called by the President of the Board of Directors or a majority of the Board or upon receipt of written request from ten (10) or more owners.") In light of the ongoing investigation and prosecution of the civil action against Defendants who

misappropriated funds, breached fiduciary duties, and engaged in rampant conflicts-of-being ousted as means of stopping the investigation and prosecution. Moreover, many of the Defendants themselves signed the petition such that the petition is self-serving.

Article V, Section 11(m) authorizes the Board to do all things and perform 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." Dismantling the current Board and returning control of the Board's operations to the Defendants would effectively halt the Board's attempts to investigate and claw back $1.4 million of insurance proceeds that were misappropriated by the Defendants.

Further, neither the Defendants nor the Bokeno Plaintiffs are authorized to act on behalf of the Association such that their actions in holding themselves out as the Association as bolstered by the guidance of their counsel who is acting under an ethically improper conflict of interest is improper. The Association can easily establish the absence of any Board resolutions or any authorization that permits these groups from acting on behalf of the Association or authorizing them to call a Special meeting.

That the Bokeno Plaintiffs have not set forth a convincing argument to this Court to force a special meeting is evidenced by the Court's decision to not grant their motion for preliminary injunction. In contrast, the Association is likely to succeed not only on the

merits of their claims against the Defendants but also in their defense against the Bokeno Plaintiffs. As such, this factor heavily favors granting the Association's motion for a temporary injunction.

2. The Association will suffer irreparable harm if the injunction is not granted.

Irreparable harm is defined as "certain an imminent harm for which a monetary award does not adequately compensate." *V.I. Taxi Ass'n*, at *10 (citing Yusuf, at 854). "Loss of control of reputation and loss of good will are established grounds for irreparable injury." *V.I. Taxi Ass'n*, at *10 (citing Appleyard v. Juan F. Luis Hosp. & Med. Ctr., 2014 V.I. LEXIS 56, *8-9 (Super. Ct. July 28, 2014) and *Kings Wharf Islands Enters. v. Rehlaender*, 34 V.I. 23 (Terr. Ct. 1996)). Loss of credibility in the community also supports a finding of irreparable harm. *Kings Wharf Island Enters*., at 28.

In *Appleyard*, the plaintiff, a physician, sought a TRO to enjoin the hospital's suspension of her medical privileges at the hospital and the reporting of such suspension. In considering Dr. Appleyard's TRO motion, the court concluded:

> Dr. Appleyard's professional reputation and trade are at risk within the tight-knit St. Croix community if the suspension is unwarranted but allowed to stand. Current and potential patients might avoid treatment from Dr. Appleyard. Colleagues might be hesitant to work with or trust her. These sorts of harms, though very real, are difficult to quantify and a subsequent monetary award would be inadequate to repair the injury.

2014 V.I. LEXIS 56, at *8. Similarly here, the confusion that would ensue in both the St. C community and the larger public if two conflicting boards purport to have the authority to act on behalf of the Association would harm the business reputation, goodwill, and credibility of the Association. Members of the Association would have to pick and choose which group to pay dues to, while some may not pay dues at all due to the dispute thereby causing disruption to the Association's operations that rely on the inflow of dues payments from the unit owners. In addition, third-party vendors, such as banks, insurance companies, contractors, unit sellers, prospective buyers, and realtors would not know which group, the current Board or a fraudulently constituted Board, is the group authorized to obligate the Association. The Association would lose credibility amongst its membership and the outside community if the Defendants and Bokeno plaintiffs were permitted to proceed with the April 25th "special meeting. In essence, by

allowing the fraudulently noticed special meeting to proceed would effectively force a complete collapse of the Association and its members' ability to operate.

In addition, a meeting should be enjoined "when there is no proper authority to call the meeting [such that it] would cause irreparable harm since the meeting would be null and void." *Pennwalt Corp. v. Centaur Partners*, 710 F.Supp. 111, 117 (Pa. D. Ct. 1989)("It is beyond cavil that to permit the shareholders' meeting to go forward when there is no proper authority to call the meeting would cause irreparable harm, since the meeting would be null and void."), also citing Young v. Janas, 34 Del. Ch. 287, 103 A.3d 299 (1954)(when a call of a meeting was invalid, actions taken were a nullity); *In re*

African Methodist Episcopal Church of the City of Philadelphia, 85 Pa.D & C 32, 38 (1953)(special meeting called by a person lacking authority was illegal). The Defendants

"[C]ourts have broad discretion to evaluate irreparability of alleged harm and to

and Bokeno Plaintiffs, acting under the name OPC, are not authorized by the Bylaws or the Condominium Act to call a special meeting and should be enjoined from doing so.

make a determination regarding the propriety of injunctive relief. Thus, to show irreparable injury, it is not necessary to demonstrate that harm is inevitable or irreparable, rather movant need only show a significant threat of injury from impending action, that injury is imminent, and that monetary damages would not fully repair the harm." *Kings Wharf*, at 27. The Association has met this burden such that this factor weighs in favor of granting injunctive relief.

3. The balance of harm favors granting the motion for temporary injunction.

The Court must also consider the harm the Defendants and Bokeno Plaintiffs may suffer if the motion for preliminary injunction is granted. *Olmeda*, at 233. In this instance, they would suffer no harm as the dispute as to whether the Board is required to call a special meeting is already before the Court. At most, an order enjoining the April 25th "special meeting" would maintain the *status quo* until the Court issues a ruling on the merits or otherwise acts on the Bokeno Plaintiff's motion for preliminary injunction.

4. Granting the request for a temporary injunction will be in the public interest.

The Court "should pay particular regard for the public consequences in employing the extraordinary remedy of injunction. In considering the public interest, the court should seek to prevent the parties from halting 'specific acts presumptively benefiting the public . . . until the merits can be reached, and a determination made as to what justice require[s]." *V.I. Taxi Ass'n*, at *12 (citing Yusuf, 59 V.I. at 857-858).

The public clearly has a strong interest in ensuring that it does business with people who are duly authorized to conduct the business of the Association and that the Association adheres to its internal bylaws. The bylaws do not allow for the "Special Meeting" called by the "Owners for Positive Change" ie. the Defendants and the Bokeno Plaintiffs. If the "Special Meeting" were to proceed under the guise of being conducted by the Association, there would possibly be two competing boards of the Association resulting in the diversion of dues and confusion in the public as to who is authorized to conduct the business of the Association, to include interfering with the sale and foreclosure of condominium units.

Finally, the issuance of an injunction to prevent an illegally called meeting would further the public interest. *Pennwalt Corp.*, at 117 ("Because the calling of a public meeting under such circumstances would be a legal nullity, the issuance of an injunction to prevent such meeting would not harm third parties, who could not, in any case, benefit from the illegal meeting, and such an injunction would be in the public interest.").

CONCLUSION

This Court has described temporary restraining orders as "a stop-gap procedural device to preserve the status quo until a preliminary or permanent injunction can be considered." *Appleyard*, at *3 (citing Tootsie Roll Industries, Inc. v. Sathers, Inc., 666 F.

Supp. 655, 658 (D. Del. 1987)). In this instance, by holding itself out to be the Association, the Defendants and the Bokeno Plaintiffs mislead members of the Association into believing the Association is, in fact, conducting the special meeting, their dues, would illegally collect dues from members of the Association, would prevent the Board from carrying out the operations of the Association by diverting dues to another group, and would cause confusion in the public as to who is authorized to conduct the business of the Association. The issuance of a temporary injunction is needed to avoid the loss of control of the Association and its operations, loss of reputation, and loss of goodwill and is necessary to preserve the *status quo* until the Court resolves the already pending matters. The Association, through its Board of Directors, has demonstrated it is entitled to the extraordinary remedy of the issuance of a temporary restraining order.

WHEREFORE, and for the foregoing reasons, the Association's Emergency Motion for Temporary Restraining Order must be **GRANTED**.

VERIFICATION

I, Christine Merna, am President of the Board of the Association of St. C Condominium Owners and have personal knowledge of the facts stated in this Emergency Motion for Temporary Restraining Order or, in the alternative, for Preliminary Injunction. If sworn as a witness, I am competent to testify to the facts contained therein. The following therefore constitutes my verification pursuant to Virgin Islands Rule of Civil Procedure 65(b)(1)(A).

DATED: 4/23/2024

BY: Christine Merna
Christine Merna
President, Association of St. C
Condominium Owners

President, Association of St. C
Condominium Owners

Respectfully Submitted,

WALKER LEGAL
Attorney for Association of St. C Condominium Owners, Inc.

DATED: April 23, 2024

BY: */s/ Kye Walker, Esq*_______

Kye Walker, Esq.
VI Bar No. 995
1116 King Street, Suite 101, 1st Floor
Christiansted, VI 00820
Telephone: (340) 773-0601
Fax: (888) 560-0827
kye@thewalkerlegalgroup.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 23, 2024, I emailed a copy of this motion and electronically filed the foregoing with the Clerk of the Court using the Virgin Islands Judiciary Branch C-Track E-filing System, which will send a notification of such filing (NEF) to all parties and/or their counsel of record as follows:

Kevin F. D’Amour, Esq.
Gaylin Vogel, Esq.
Barnes, D’Amour & Vogel
1131 King Street, 3rd Floor
Christiansted, VI 00820
Telephone: (340) 774-8188
kevin.damour@comcast.net
Counsel for Defendants

This document complies with the page or word limitation set forth in Rule 6-1(e).

BY: /s/ *Kye Walker, Esq.*

Doc # 2017001733

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
4200 ESTATE ST. JOHN, CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS 00820-4491
TEL. 340-718-6341 FAX 340-718-1633
EMAIL: manager@sttccondo.com

May 11, 2017

Recorder of Deeds Office
Office of the Lt. Governor
Christiansted, VI 00820

Re: By-Laws of Association of St. C Condominiums dated May 10, 2017

To Whom It May Concern,

Please record the attached By-Laws against the following plots:

Plot No. 2 (consisting of 3.17 U.S. Acres) and Plot No. 6-G (consisting of 2.76 U.S. Acres) of Estate St. John, Company Quarter, St. Croix, U.S. Virgin Islands, as more fully described on PWD No. 2647 dated August 22, 1969.

Thank you for your assistance in this matter.

Sincerely,

Michelle J. Moore

Michelle J. Moore
Board Director

EXHIBIT 1

BYLAWS OF THE ASSOCIATION OF ST. C CONDOMINIUM OWNERS

Article I

NAME

The name of the Association shall be:

ASSOCIATION OF ST. C CONDOMINIUM OWNERS, INC.

Article II

LOCATION

The principal office of the Association of St. C Condominium Owners (hereinafter referred to as the "Association" shall be located at:

4200 Estate St. John
Christiansted, St. Croix
U.S. Virgin Islands 00820

Article III

PURPOSE, DEFINITIONS AND FISCAL YEAR

1. Purpose.

The Association is 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.

2. Definitions.

The following definitions shall apply to these By-laws:
ASSOCIATION means all of the St. C Condominium unit owners acting as a group in Accordance with these By-laws and Declarations as an Incorporated Entity.

COMMON AREAS AND FACILITIES shall consist of the entire Property (as Declared in the Declaration), including all parts of the buildings (as defined in The Declaration,) including:

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- all exterior and interior structural walls with any condo unit;
- windows;
- entry doors;
- gallery railings;
- gallery sliders (excluding screening);
- gallery shutters;

further including as well as all other property, fixtures, personal property and furnishings with the buildings (other than individually owned condo units,) or on the Property for the common use or necessary or convenient to the existence, maintenance or safety of the Property, excluding in the owners' condo unit:

- screens
- door and window grates
- air conditioners

CONDOMINIUM or CONDO UNIT means real property within given bounds with separate ownership of individual condo units thereon and with all-condo unit owners owning, as tenants in common, an interest in common areas.
CONDOMINIUM OWNER, as used in these By-laws, means the party or parties who have legal title to a condo unit or jointly hold legal title to a condo unit which gives them the right and interest in a condo unit to the exclusion of others. The owner has a right to enjoy and to do with the condo unit as the owner pleases, as far as the law and condominium Declaration, By-laws and Rules and Regulations permit, and unless prevented or limited by some agreement or covenant which restrains the owner's right.

3. Fiscal year.

Unless otherwise determined by the Board of Directors, the fiscal year of this Association shall be a calendar year.

Article IV

ASSOCIATION OF OWNERS

1. Composition.

All owners of-condo units shall constitute the Association.

2. Proof of Ownership.

Ownership shall be determined by receipt and possession of a duly recorded deed and/or such other documents as indicate title in fee simple to a condo unit or units.

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3. Record of Ownership.

Each owner shall, no later than December 1st of each year, provide written notice to the Association, in a form to be prescribed by the Association, identifying each owner of record and each first mortgagee of the owner(s) condo unit.

4. Power of Attorney, Executor's Powers, etc.

When presented with a power of attorney, or other alternate or substitute document which is presented as evidencing rights relating to ownership, such as an executor's powers or a power of attorney, the Board shall review the document to determine if the party has the right and interest in the condo unit to the exclusion of others. Powers of attorney should include a clear statement that the power includes but is not limited to quiet enjoyment of the property to the exclusion of all others, the right to vote on all Association matters, and the right to participate in all Association matters and governance.

5. Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other place on St. Croix, U.S. Virgin Islands, as the Board of Directors shall designate.

6. Annual Meeting.

The Association shall hold an Annual meeting on the premises of the Condominium in February of each year or at such other date as the Board of Directors shall designate at which time the owners present or represented by proxy shall elect members to the Board of Directors of the Association, as provided for in the By-laws herein, and shall transact such other business as may properly come before the meeting.

7. Special Meeting.

Special meetings of the Association may be called by the President of the Board of Directors or a majority of the Board or upon receipt of written request from ten (10) or more owners. Such written request shall state the purpose or purposes of the proposed meeting. Such meeting shall be held no more than sixty (60) days from the date of receipt of such request. Business transacted at a special meeting shall be limited to the purpose or purposes set forth in the notice of such special meeting.

8. Notice of Meeting.

Notice of meetings of the Association shall be in writing and shall include the purpose of the meeting. Such notice shall be emailed, mailed postage prepaid or delivered to each owner of record at the address appearing upon the books of the

EXHIBIT 1

Association not less than thirty (30) days prior to the date of any such Annual or Special Meeting.

9. Voting by Email.

Situations arise wherein time is of the essence in creating and implementing a decision. If such a situation arises, at the sole discretion of the President and one other officer of the Board, Emails may be issued to the entire Board requesting action. The following procedure shall be followed: Email written proposal, establishment of a Quorum, discussion (via Email), motion, second and vote. If a majority votes either way, via Email (Yea or Nay), the outcome will be duly noted, made a part of the voting process, and be reported at the next scheduled Board meeting, and will become part of the minutes.

10. Notice of First Mortgagees.

Notice of all meetings at which disposition is to be made of assets or granting of rights or easements in the condominium property must be given to the holders of first mortgages on any and all-condo units.

11. Waiver of Notice.

Notice of meetings need not be given to any owner who signs a Waiver of Notice, either in person or by proxy, whether before or after the meeting. The attendance of any owner at the meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting.

12. Quorum of Owners.

A quorum of all meetings of the Association shall consist of at least 40% of owners eligible to vote, either in person or represented by an authorized proxy. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of an owner or owners. In the absence of a quorum, the owners present may adjourn the meeting to a future date.

13. Quorum Required to Transact Business; Exceptions.

The vote at a meeting in which at least 40% of owners once present has convened shall be binding upon all owners for all purposes except where in the Act, the Declaration or these By-laws a different percentage is provided for.

14. Voting; Authorization of Proxy; One Vote Limitation.

Each Owner, or the proxyholder designated to act on the Owner's behalf, shall be entitled to cast votes germane to the Owner's unit at the annual meeting of the Association. The designation of any such proxy shall be made in writing, duly

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witnessed, and delivered by the Owner to the proxyholder. The total number of votes shall not exceed 132.

15. Definition of a Quorum.

As used in these By-laws, the term "definition of a quorum" shall mean those owners and/or their duly authorized proxies who once present have convened at any meeting of the Association, and whose total number comprise at least 40% of the total authorized votes. Owners in arrears of Common Charges in excess of 90 days are disqualified from voting unless their account is brought current within 7 days of the Annual Meeting. At that time the General Manager will determine the total number of disqualified owners. The number of owners in good standing needed to form a quorum for the Annual Meeting will then be determined by subtracting the number of disqualified condo units from those in good standing with the Association. Example:

132 Units
-14 Minus those disqualified
118 Eligible x 40% = 47.2 or 47, not 53.

15. Presiding Officer.

At any meeting of owners, if neither the President nor the Vice President of the Board of the Directors shall be present, the owners shall appoint a presiding officer for the meeting. If the Secretary shall not be present, the person presiding shall then appoint a Secretary pro tem for the meeting.

Article V

DIRECTORS

1. Board of Directors.

The Association shall be managed by a Board of Directors. The members of the Board of Directors shall be owners, or in the case of partnership or corporate ownership of condo units, shall be members or officers of such partnership or corporations, as the case may be. Prior to the election of Directors at the 2012 Annual Meeting, the Association shall have nine (9) Directors.

Beginning with the members of the Board of Directors elected at the 2012 Annual Meeting, the Directors' terms of office shall be three (3) years. Such terms of office shall be staggered so that one-third shall expire annually.
As the terms of each Director expire such Directors shall be replaced by Directors elected at future meetings of the Association and said successor Directors shall all serve terms of three years. The Secretary shall also ensure that at each Annual Meeting elections are held only to fill those slots for Directors whose terms are

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scheduled to expire and to fill any vacancies in other positions which vacancies shall only be filled for the period remaining on said Directors' positions' terms.

2. Nomination and Election.

a. At least three (3) months preceding each Annual Meeting, there shall be appointed by the President of the Board of Directors a Nominating Committee of three (3) owners, one of whom shall be a member of the Board of Directors whose term of office does not expire at the time of the ensuing annual meeting; and the remaining two (2) shall be owners holding no office in the Association. One of the members of the Nominating Committee shall be designated as Chairman by the President of the Board of Directors. The Nominating Committee shall meet with speed and after considering the qualifications of persons, shall nominate a person or persons as candidates for election to the Board of Directors at the forthcoming Annual Meeting.

The Board shall report the nominee or nominees by notice sent by mail to the owners at least thirty (30) days prior to the date of the Annual Meeting. The names of the nominee or nominees shall be printed on a ballot as nominee or nominees for the Board of Directors.

b. The owners of five (5) or more condo units may nominate candidates for election for the vacancies on the Board of Directors by presenting such nomination in writing signed by them or on their behalf to the Chairman of the Nominating Committee. The names of such nominees shall also be printed or typed on the ballot as nominees. Such nomination shall be presented not less than forty-five (45) days before the Annual Meeting.

c. A printed ballot shall be prepared by the Nominating Committee and mailed to each owner at least thirty (30) days before the Annual Meeting. Where there is more than one nominee for any one office, such names shall be arranged in alphabetical order on the ballot. Each owner shall include their name and unit number on the ballot; deliver the ballot to the Association's Attorney in the self-addressed envelope provided by the Association in the Annual Meeting notice and balloting package delivered to the owners or via email to the Association's Attorney.

d. The nominee or nominees for each position receiving a plurality of votes cast at the meeting shall be elected and in the case of a tie vote as to the last place to be filled, a new ballot shall then be cast in order to determine the successful nominee among the tied candidates.

e. No owner who has failed to pay his or her Common Charges within 90 days after being assessed by the Board or management shall be eligible to vote for or serve as a member of the Board of Directors. At least seven calendar days prior to the Annual Meeting, the General Manager shall report to the Board of Directors the names of all owners so barred from voting for or serving as

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members of the Board. Any owner so named may appeal to the general membership at the Annual Meeting and may, upon majority vote of those present, be permitted to vote for or serve as a member of the Board of Directors.

3. Removal and Resignations.

a. Any or all of the Directors may be removed for cause or without cause, by vote of the majority of all owners of the Association at an Annual Meeting or at a Special meeting called for that purpose. Any Director may be removed for cause by vote of a majority of the Board of Directors.

Any member of the Board of directors whose removal has been proposed shall be given an opportunity to be heard.

b. A Director may resign at any time by giving written notice to the Secretary of the Association or, in the case of a vacancy in the position of the Secretary, to the President or acting President. Unless otherwise specified in the letter of resignation, the resignation shall only take effect upon acceptance by the Board of Directors by vote at a meeting of the Board of Directors.

4. Filling Vacancies.

Vacancies occurring on the Board for any reason may be filled either by vote of the owners at any Annual Meeting or special meeting or, in the absence of such a meeting, by vote of the majority of the Directors then in office. Any Director so appointed shall serve for the remainder of the replaced Director's term.

The Board shall act with due diligence to fill vacant Board seats after a resignation or removal. Nominations may be submitted to the Secretary of the Board in writing, or nominations may be made at a regularly scheduled Board Meeting. Persons nominated must meet all eligibility qualifications and be approved by majority Board vote.

5. Board of Directors Quorum Defined; Effect on Meetings.

A majority of the Board of Directors present, in person or by telephone shall constitute a quorum for the transaction of any Board of Directors' business. If at a meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

6. Quorum Required to Transact Business; Exceptions.

A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the Act, the Declaration or these By-laws otherwise provide.

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7. Time and Place of Board Meetings.

Meetings of the Board of Directors may be held at such time and place as shall be determined by the Board, but at least four (4) such meetings shall be held during each year extending from Annual Meeting of the Association to the next Annual Meeting of the Association. The Board may hold its meetings at the principal office of the Association or such places on St. Croix, U.S. Virgin Islands or elsewhere, as it may determine.

An Annual Meeting of the Board, for which no notice is necessary, shall be held immediately following the annual Meeting of the Association at the place where such Annual Meeting is held.

8. Notice of Meetings.

Notice of regular or special meetings of the Board shall be given to each member of the Board by mail or electronic mail at least seven (7) days before the meeting.

Regular time and place having once been established, such meetings may thereafter be held at the established time and place without such seven (7) days notice. Notice of a meeting need not be given to any Director who submits a waiver of notice, whether such waiver is given before or after the meeting.

9. Presiding Officer.

The President of the Board, or in his/her absence, the Vice President, or if both be absent, then a President pro tem selected and chosen by the Board shall preside at each meeting of the Board.

10. Compensation.

No member of the Board shall receive any compensation from the Association or any other person or entity for acting as such.

11. Powers and Duties of the Board.

The Board shall have powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as prohibited by law, the Declaration or the By-laws. Such acts and things shall not be delegated to one or more directors. All other powers and duties are reserved to the owners to the extent permitted by law, the Declaration, or the By-laws. The powers and duties of the Board shall include, but shall not be limited to, the following:

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.

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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.

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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.

o. Any documents required as the result of a specific action of the Board or of owners at the Annual Meeting or a special meeting shall be signed only by those individuals so designated at the time of the adoption of the specific action or by the President.

p. The Association of St. C Condominium Owners does affirm, reaffirm and adopt Title VII of the Civil Rights Act of 1964 as amended and prohibit discrimination in hiring, promotion, discharge, pay, fringe benefits, job training classification, referral and other aspects of employment on the basis of race, color, religion, sex or national origin.

Article VI

OFFICERS OF THE BOARD OF DIRECTORS

1. Officers.

At its first meeting immediately following the Annual Meeting, the Board shall elect from the Board members a President and a Vice President, at least one of whom must be a full-time resident of St. Croix. The Board shall also elect a Secretary and a Treasurer, or at their option a Secretary-Treasurer.

2. Duties of Officers.

Duties of officers shall be as follows:

a. The President, as Chief Executive Officer of the Board, shall preside over all meetings and perform such duties as provided in these By-laws and Board

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proceedings. The President is authorized to sign all contracts and checks in combination with other duly authorized individuals where required.

b. The Vice President shall preside over meetings and otherwise perform the duties of President in the absence of the President. Upon resignation or other removal of the President, the Vice President will become President until the election of officers following the next Annual Meeting.

c. The Secretary shall keep a record of all actions of the Board and manage all meetings of the Association. The Secretary shall prepare and have available at each meeting of the Association a list of names and addresses of the owners as furnished by each owner.

d. The Treasurer shall perform all duties and keep all books and records, as may be required by the Board of Directors. The Treasurer shall, in cooperation with the Manager, have custody of all the common personal property of the Condominium, including all funds, securities and evidence of indebtedness.

Article VII

OPERATION OF THE CONDOMINIUM

1. Determination of Common Expenses and Fixing of Common Charges

The Board of Directors shall at least annually prepare a budget for the Association, determine the amount of the common charges payable by the owners to meet the common expenses and allocate and assess such common charges among the owners according to their respective common interests.

The common expenses shall include, among other things, the insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors. The common expense shall include such amounts as the Board of Directors deems proper for the operation and maintenance of the common areas and facilities, including, without limitation, an amount for working capital, for a general operating reserve and for a reserve fund for replacement and to make up any deficit in the common expenses for any prior year.

The common expenses may also include such amounts as may be required for the purchase by the Board of Directors, on behalf of all owners, of any condo unit which is to be sold at a foreclosure, judicial sale or other transaction. The Board of Directors shall advise all owners in writing of the amount of common charges payable by each of them, and shall, upon request, promptly furnish copies of each budget on which such common charges are based to the owners and with the Annual Meeting package.

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2. Insurance.

The Board of Directors shall have the authority to, and shall obtain, to the extent reasonably available, the following insurance (unless legally required to obtain a specific type of insurance,) and in such amounts as the Board of Directors deem appropriate and which determination shall be binding or all purposes hereunder:

a. Fire insurance with extended coverage and earthquake, vandalism and malicious mischief endorsements, insuring all the insurable property of the Condominium (including all of the condo units and the bathroom and kitchen and other fixtures initially installed therein by the Declarant, but not including refrigerators and/or freezers, furnishings or other personal property supplied or installed by owners), together with all service machinery contained therein covering the interests of the Board of Directors and all owners and their mortgagees, as respective interests may appear in an amount equal to the full replacement value of such property, without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of an apartment which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however to the loss payment provisions in favor of the Board of Directors.

b. Worker's Compensation Insurance with comprehensive general public liability insurance in such amounts as the Board of Directors may, from time to time, determine covering all officers and Directors, the owners and the managing agent, if any, the manager and all other employees from liability for actions taken within their authority. No protection is authorized for any action taken outside the scope of authority or without the authority of the Board.

c. Such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds shall be payable to the Association.
All policies of physical damage insurance shall contain to the extent obtainable waivers of subrogation and waivers of any defense based on co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled without at least fifteen (15) days prior notice to all of the insureds, including all mortgagees of apartments. Certificates of all policies of physical damage insurance and of all renewals thereof shall be delivered upon request to all mortgagees of condo units within at least ten (10) days as set forth in the policy prior to expiration of the then current policies and shall be available for review in the office.

Owners shall not be prohibited from carrying other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation and further provided that the Board of Directors and the Association shall not be affected or diminished by reason of any such additional insurance carried by any owner.

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3. Repair or Reconstruction after Fire or Other Casualty.

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.

If at least two-thirds (2/3rds) of the condo units are substantially damaged or destroyed, and if within sixty-two (62) days of the date of such damage or destruction, owners representing at least two-thirds (2/3rds) in common interest determine not to proceed with repair and restoration, then the Property, the Building and the Common Areas and Facilities shall be subject to an action for partition at the suit of any owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors among all the owners in proportion to their respective common interests, after first paying out the share of each owner the amount of any unpaid liens on this condo unit, in order of priority of such liens.

4. Payment of Common Charges.

All owners shall be obligated to pay the Common Charges assessed by the Board of Directors at such time or times as the Board of Directors shall determine. Each owner shall be liable for the payment of all common charges due prior to a sale, transfer or other conveyance by him of such condo unit. In addition, any owner may, subject to the terms and conditions specified in these By-laws, upon consent of the Board of Directors, and provided that his condo unit is free and clear of liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, convey his condo unit to the Board of Directors on behalf of all owners. In any voluntary conveyance, the purchaser of a condo unit shall be jointly and severally liable with the seller for all unpaid common charges against the seller as owner for the common charges to the date of conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser. Any purchaser shall be entitled to a statement issued by or at the direction of the Board of Directors setting forth the amount of any

EXHIBIT 1

unpaid assessment for common charges against the seller and such purchaser shall not be liable for, nor shall the condo unit purchased be subject to a lien for any unpaid common charges in excess of the amount set forth in such statement as of the date of such statement.

5. Collection of Assessments.

The Board of Directors shall assess common charges against owners as necessary and shall take prompt action to collect any unpaid common charges.

6. Default in Payment of Common Charges.

In the event of default by an owner after thirty (30) days in paying the common charges, such owner shall be obligated to pay interest at a rate of 18% per annum on such unpaid common charges from the due date thereof, together with all expenses, including attorney's fee, reasonably incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The board of Directors shall have the authority to take all such actions as shall be authorized by law to enforce payment of the common charges and/or to enforce the lien thereof on the condo unit.

All unpaid common charges assessed against an owner of a condo unit shall constitute a lien on that condo unit in accordance with the law; which lien may be foreclosed by a suit by the Association acting by and through the Board of Directors and the Association's legal counsel. For all charges sixty (60) days past due, the Manager shall initiate a lien action and disconnect Cable TV. If charges are not paid in an additional sixty (60) days, foreclosure proceedings shall be initiated.

7. Statement of Common Charges

The Board of Directors shall promptly provide any owner so requesting the same with a statement of all unpaid common charges due from such owner or assessed against his condo unit.

8. Abatement and Enjoinment of Violations by Owners.

The violation by any owner of any of the Rules and Regulations adopted by the Board of Directors, or the breach of any provision of these By-laws, or the breach of any provision of the Declaration, or the creation of any condition in an condo unit hazardous to the Condominium, shall give the Board of Directors the right, in addition to any other rights set forth in the By-laws or available by Law: (a) to enter the condo unit in which, or as to which such violation, breach or condition exists and summarily to abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or

EXHIBIT 1

remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach or any such condition.

9. Maintenance and Repair.

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.

10. Restriction on Use of Condo Units.

In order to provide for quiet enjoyment of the condo units and for the protection of the value of the Condominium, the use of the condo units and the common areas and facilities shall be restricted to and shall be in accordance with the following provisions:

a. The condo unit shall be used for residential purposes only.

b. The common areas and facilities shall be used only for the furnishing of the service and facilities for which they are reasonably suited and intended and which are incident to the use and occupancy of condo units and without hindering or encroaching upon the lawful rights of other residents.

c. No nuisance shall be allowed nor shall any use or practice be allowed which is a source of annoyance to the residents or which interferes with the peaceful possession or proper use of the Condominium by the residents.

d. No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning laws and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Condominium, shall be complied with, by and at the sole expense of the owner or the Association, whichever have the obligation to maintain or repair such portion(s) of the Condominium.

e. Any owner or his agent renting a condo unit must register the renter with the Condominium Association office and notify the office of any change of

EXHIBIT 1

renters. All renters must be given a copy of the General Rules and Regulations by the Condominium Association office, owner or his agent.

f. In addition to the above items a. through e., the use of the condo units shall be restricted by and in accordance with Rules and Regulations duly adopted by the Board of Directors. Copies of said Rules and Regulations, as may be amended from time to time, shall be delivered to each owner. Failure to deliver a copy (ies) of said Rules and Regulations shall not, however, impair the validity of said Rules and Regulations.

11. Additions, Alterations, Repairs or Improvements by the Board of Directors.

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.

12. Additions, Alterations, Repairs or Improvements by Owners.

No owner shall make structural additions, alterations, repairs or improvements in or to the common areas, including any exterior painting, without the prior written consent of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by an owner for approval of a proposed addition, alteration, repair or improvement in or to such owner's condo unit, within ninety (90) days after such request, and failure to do so within that time shall constitute a consent by the Board of Directors to the proposed addition, alteration, repair or improvement. The Board of Directors shall have no liability to any contractor, subcontractor, or materialman on account of such addition, alteration, repair or improvement, or to any person having a claim of injury to person or damages to property arising therefrom. When painting, repairing, altering, improving and replacing, the owner must use only the color, style and form of paint, doors, windows, etc., that are approved by the Association. Any deviation must receive prior written approval. It is the owner's obligation to maintain the areas for which he is responsible on the entrance porch and the seaside balcony in satisfactory condition as determined by the Board of Directors. Owners who fail to comply will be notified and given the opportunity to correct the problem. Should the owner fail to correct the problem within a reasonable period, the Association has the right to correct the problem and charge the owner with the cost. Any unpaid charge for such work will be added

EXHIBIT 1

to the common charges and will be handled according to procedures established in the By-laws and Rules and Regulations.

13. Right of Entry.

The Association shall have the right of entry to any condo unit, which right shall extend to the manager and/or managing agent and/or any other person authorized by the Board of Directors, the manager or the managing agent, for the purpose of making inspections and for the purpose of correcting any condition originating in any condo unit and threatening other condo units or the common areas or facilities, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, removal of cable TV box service (see Article VII, Section 6. Default in payment of common charges) or other common areas and facilities in any condo unit or elsewhere in the building, provided that request for entry is made in advance and that any such entry is at a time reasonably convenient to the owner or tenant. In case of an emergency, such right of entry shall be immediate, whether the owner or tenant is present at the time or not. Each owner or tenant must make access to his condo unit available to the Association management.

14. Drug Free Work Place Declaration.

St. C Condominiums is declared a Drug Free Workplace and policies and procedures shall be implemented for this purpose in order to educate staff contractors, Board members, owners and residents.

Article VIII

CONDEMNATION

1. Condemnation.

In the event of a taking in condemnation or by eminent domain of part or all of the common areas and facilities, the award made for such taking shall be payable to the Association. If owners representing at least two-thirds (2/3rds) in common interest duly voting approve the repair, restoration or replacement of such common areas and facilities, the Board of Directors shall arrange for such repairs, restoration or replacement and the Board of Directors shall disburse the proceeds of such award to the Contractors engaged in such repair, restoration or replacement in appropriate progress payments. In the event that the repair, restoration or replacement of such common areas and facilities is not approved, the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage.

EXHIBIT 1

Article IX

RECORDS AND AUDITS

1. Records.

The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each condo unit which, among other things shall contain the amount of each assessment of common charges against such condo unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all owners at least annually.

In addition, an annual report of the receipts and expenditures of the Association by an independent auditor shall be rendered by the Board of Directors to all owners and all mortgagees of condo units who have requested the same, within sixty (60) days after the end of each fiscal year.

2. Examination of Books.

Each owner of a condo unit shall be permitted to examine the books of accounts of the Association on business days during business hours, provided that the owner gives the Association Treasurer or the Manager two (2) days written notice for such examination, and further provided that all such books shall remain in the Condominium office at all times.

Article X

MISCELLANEOUS

1. Notices.

All notices hereunder shall be sent to the office of the Board of Directors, c/o the manager, at the principal office of the Association or to such other address as the Board of Directors may hereafter designate by written notice to all owners. All notices to owners shall be sent to the owners' most recent address furnished to the Association office. All notices shall be deemed to have been given when mailed, except notices of change of address that shall be deemed to have been given when received.

2. Severability.

If any provision of these By-laws is held unenforceable, then such provision will be modified to reflect the parties' intention and be enforceable. All remaining provisions of these By-laws shall remain in full force and effect and the invalidity

EXHIBIT 1

of any part of these By-laws shall not impair or affect in any manner the validity or enforceability of the balance of the By-laws, even if the Association shall fail to modify the provisions held unenforceable.

3. Captions.

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-laws, or the intent of provisions herein.

4. Gender.

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

5. Waiver.

No restriction, condition, obligation or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

6. Robert's Rules of Order.

All meetings shall be conducted in accordance with the most current edition of Robert's Rules of Order when not in conflict with the Declaration or other provisions of these By-laws.

7. Definition of Terms

All terms used in these By-laws, unless otherwise defined, shall have the same meaning as they have in the Declaration.

8. Notice of Amended By-laws.

Upon adoption of these Amended By-laws, a copy of these Amended By-laws and a copy of the General Rules and Regulations shall be sent to all owners. Copies shall be furnished to new owners upon notification of the name and address of such new owners. Upon adoption of any future amendments to these By-laws or to the General Rules and Regulations, those amendments shall be forwarded promptly to all owners.

9. Fines for Violations.

The Board of Directors may establish fines for violations of the By-laws and General Rules and Regulations.

EXHIBIT 1

10. Indemnification.

The Association shall, to the extent legally permissible, indemnify each personwho may serve or who has served at any time as an officer, director or employee of the Association against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding, including but not limited to a court or an arbitration proceeding or other alternative dispute resolution proceeding, not to have acted in good faith or within the scope of his employment or authority in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding. In the event the number of directors not permitted to vote on the matter prevents the attainment of a quorum, such indemnification may be approved by a majority vote of the directors permitted to vote.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified person under this Article shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.

This Article constitutes a contract between the Association and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer, director, or employee under this Article shall apply to such officer, director or employee with respect to those acts or omissions which occurred at a time prior to such amendment or repeal.

The indemnification provisions herein notwithstanding, indemnification shall not be provided in any instance in which the officer, director, or employee acted in bad faith, with reckless disregard for the interests of the Association, or in violation of any criminal law such as to constitute a felony.

EXHIBIT 1

Article XI

AMENDMENT TO BY-LAWS

1. Requirements to Amend By-laws.

    These By-laws may be modified or amended by a vote of three-fifths (3/5ths) majority of the total number of all owners of the Association at an Annual Meeting of the Association or at a special meeting duly called and held for such purpose, notice of which meetings shall include the proposed By-law amendments.

2. Adoption of By-laws.

    Amended Bylaws shall take effect immediately upon the vote approving them except insofar as any amendment to the Bylaws states that it, or a particular provision therein shall take effect at a later time.

    After adoption in accordance with Section 1 above, the President shall have modified or amended By-laws certified by the Association Secretary and recorded as provided in the Virgin Islands Condominium Act.

Article XII

CONFLICT WITH THE CONDOMINIUM ACT OR THE DECLARATION

In case any of these By-laws conflict with the provisions of the Act or the Declaration, the provisions of the Act or the Declaration, as the case may be, shall control.

Article XIII

ANTI-DISCRIMINATION

The Association of St. C Condominium Owners prohibits discrimination by any Board Member, committee, employee, or other person or entity authorized to act on behalf of the Association, on the basis of race, color, religion, creed, place of origin, age disability, gender or sexual orientation, preference or identification. The Association is committed to full compliance with all laws regarding fair labor practices and/or workplace safety.

EXHIBIT 1

Article XIV

CONFLICT OF INTEREST POLICY

Policy Statement:

It is the Association's policy that officers, directors, employees and others acting on the Association's behalf must be free from conflicts of interest that could adversely influence their judgment, objectivity or loyalty to the Association.

What it means:

Employees, directors and officers shall, but not limited to:

- Request and obtain Board approval of outside activities, financial interests or relationships that may pose a real or potential conflict of interest to the Association. Such approval is subject to ongoing review; therefore employees, directors and officers must periodically update the Board on such activities.
- Avoid personal relationships with other employees, directors or officers where parties in the relationship may receive or give unfair advantage or preferential treatment because of the relationship.
- Avoid actions or relationships that might conflict or appear to conflict with your responsibilities or the interest of the Association.
- Avoid even the appearance of a conflict of interest that can damage an Association interest.
- Adopt and abide by reasonable policies for obtaining competitive and fair bids on projects in excess of certain dollar amounts.

What to avoid:

Employees, directors and officers shall avoid, but not limited to:

- Working with a business outside your Association responsibilities that is in competition with any Association business.
- Accepting a gift that is intended to, or is likely to, influence your duties to the Association.
- Having a direct or indirect financial interest in or a financial relationship with a supplier, contractor or other entity doing business with the Association, unless previously disclosed to the Board and approved by the Board.
- Taking part in any Association business decision involving an entity that employees your spouse, partner or family member unless previously disclosed to the Board and approved by the Board.
- Having a second job or Board responsibility where your other employer/Board is a direct or indirect competitor, distributor, supplier or customer of the Association unless previously disclosed to the Board and approved by the Board.
- Having a second job or consulting relationship that negatively affects your ability to satisfactorily perform your duties to the Association.
- Using nonpublic Association information for your personal gain or advantage, or for the gain or advantage of another.

EXHIBIT 1

- Receiving personal discounts or other benefits from suppliers, service providers or others, which benefits are not available to all Association members.
- Having romantic relationships with other employees, directors, or officers where:

  There is an immediate reporting relationship.

  There is no direct reporting relationship but where a romantic relationship could cause others to lose confidence in the judgment or objectivity of either person, or the relationship could cause embarrassment to the Association.

Date Revised 5/10/17 President Roy A. Magnin

I hereby certify that on the 15th day of February, 2017, by a vote of the majority of the owners of St. C Condominiums, the aforementioned By-Laws were approved.

Secretary [signature]

Seal

Doc # 2017001733
Book: 1470
Page: 64
Filed & Recorded
05/11/2017 01:29 PM
SANDRA HORSFORD
DISTRICT RECORDER OF DEEDS
ST CROIX
MISC RECORDING FEES $48.00
ATTACH FEE $4.00

Sandra Horsford
Recorder

EXHIBIT 1

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS
FILED
April 23, 2024 05:46 PM
SX-2022-CV-00401
TAMARA CHARLES
CLERK OF THE COURT

estx@aol.com
lge427@gmail.com
2023 9:08:59 PM
M] Re: ST C REMINDER: VOTE

There are three owners of Unit 336 and only one is involved in your made-up Complaint. Read the documents, you have named Sharone Pierre as an individual, not all the owners of unit 336.

Please send the link so the owners not named in the Complaint can rightfully vote. We have nothing to do with the above-mentioned Complaint.

Thank you.

Oliver Pierre and Shanna Pierre
Unit 336

-----Original Message-----
From: jahodge427 <jahodge427@gmail.com>
To: spierrestx <spierrestx@aol.com>
Cc: St C General Manager <Genmgr@stccondo.com>; St. C Front Office <office@stccondo.com>; 1 Patrick Nugent <opsmgr@stccondo.com>; St C President <president@stccondo.com>; treasurer <treasurer@stccondo.com>; St C Secretary <Secretary@stccondo.com>
Sent: Sat, Feb 11, 2023 2:11 pm
Subject: Re: ST C REMINDER: VOTE

Please direct your request through your legal counsel.

Sent from my T-Mobile 5G Device

-------- Original message --------
From: spierrestx <spierrestx@aol.com>
Date: 2/10/23 6:58 PM (GMT-05:00)
To: Jessica Hodge <jahodge427@gmail.com>
Cc: St C General Manager <Genmgr@stccondo.com>, "St. C Front Office" <office@stccondo.com>, 1 Patrick Nugent <opsmgr@stccondo.com>, St C President <president@stccondo.com>, treasurer <treasurer@stccondo.com>, St C Secretary <Secretary@stccondo.com>
Subject: Re: ST C REMINDER: VOTE

Second request. Please resend the email with the link. I did not receive it. My fees are up to date so there should be no reason I am not eligible per the Bylaws.

Thank you,

Sharone Pierre
Unit 336

Sent from my iPhone

> On Feb 10, 2023, at 6:07 PM, Jessica Hodge <jahodge427@gmail.com> wrote:

> Good Afternoon St C Owners,
>
> As a reminder, voting is open for the Board of Directors and Revisions to the Bylaws until February 18th at 4pm AST. Please be sure to make your vote by following the instructions in the <u>two</u> emails sent to you before the deadline. Emails were sent to all eligible voters on February 5th at 9am.

EXHIBIT 2

Note: if the office had two emails on file, the email went to only one of the emails so please check both. There is only one vote per unit permitted.

We look forward to seeing everyone on Februray 25th at 3pm AST via Zoom for the annual meeting. If you will not be able to attend the annual meeting on February 25th, be sure to send in your proxy to the Secretary (secretary@stccondo.com) by February 22nd at 4pm AST.

Should you have any questions, feel free to contact the office.

Regards,

Jessica Hodge
Association of St. C Condominium Owners
Treasurer/Nominating Committee

EXHIBIT 2

ierrestx@aol.com
hristine Merna" <president@stccondo.com>
ijones207@gmail.com
nemariemedina7@gmail.com
mcc@hotmail.com
dianarobinsonbroker@gmail.com
kayac6@gmail.com
dianepetrushkevich@gmail.com
todd1charles@gmail.com
victoria.rivera.md@gmail.com

Date: 4/4/2022 6:59:02 PM
Subject: St. C Special Meeting Request
Attachments: St. C. Petition - 002.pdf
St. C Bylaws Special Meeting Requirements.pdf

Good Day St. C Board Members,

Ten St. C owners signed a Petition that was submitted to the Board on March 10, 2022, requesting a Special Meeting (see attached Petition) in accordance with the Association of St. C Bylaws (see attached file with highlighted sections pertaining to the Special Meeting request).

Please note as stated in the Bylaws, such meeting shall be held no later than sixty (60) days from the date of receipt of the Petition. Sixty (60) days from March 10, 2022, is May 8, 2022. The Bylaws state the Association shall provide notice of the meeting no less than thirty (30) days prior to the date of any such Special Meeting.

Please acknowledge your compliance to the requirements for setting a Special Meeting date and timely notice, as required in the Association Bylaws.

I have copied the 10 owners who signed the attached Petition, as they are a party to the request for the Special Meeting, and we look forward to your prompt response.

Thank you,

Sharone Pierre
Unit 336

EXHIBIT 3

PETITION FOR SPECIAL MEETING
ASSOCIATION OF ST. C CONDOMINIUM OWNERS

The undersigned unit owners and members of the Association of St. C Condominium Owners hereby petition the President of the Board of Directors, *pursuant to Article IV, Section 7 of the Bylaws*, to set the earliest reasonable date and time for a Special Meeting on St. Croix and via Zoom. Such meeting shall be held no more than sixty (60) days from the date of receipt of this request. The purpose of this meeting is as follows:

(a) Provide any member of the Board of Directors whose removal has been proposed an opportunity to be heard. *Pursuant to Article V, Section 3(a) of the Bylaws.*

(b) Hold a vote seeking removal of the following Directors: Christine Merna, Victoria Rundberg-Rivera, Sibyll Jones, Diane Petrushkevich, Kathryn Christiansen, and Todd Charles. *Pursuant to Article V, Section 3(a) of the Bylaws.*

(c) In the absence of the President and Vice President, the owners shall appoint a presiding officer for the meeting. If the Secretary is not present, the person presiding shall then appoint a Secretary pro tem for the meeting. *Pursuant to Article IV, Section 15 (Presiding Officer) of the Bylaws.*

(d) Open the floor to accept nominations or volunteers to fill the vacancies created on the Board and to hold a vote on each nomination or on any person who volunteers to serve as a director for the remainder of a removed Director's term. *Pursuant to Article V, Section 4 of the Bylaws.*

(e) Board members will vote and name the new officers of the Board of Directors.

The following unit owners of the Association of St. C Condominium Owners feel it necessary to remove these Directors as they no longer share the same objectives and goals. These unit owners are exercising their rights pursuant to Article IV, Section 7; Article V, Section 3(a); and Article V, Section 4 of the Bylaws.

Signature and Date Signed:	Print Name and Unit Number
[signature] 3MAR22 (Date)	YETSAN MATTHEW 307 (Unit Number)
Jerry Burns 3/4/2022 (Date)	JERRY BURNS 331 (Unit Number)
Martin Levy 3/4/2022 (Date)	Martin Levy 236 (Unit Number)
[signature] 3/5/22 (Date)	THERESA O. THOMAS 321 (Unit Number)
[signature] 3/10/2022 (Date)	Jacqueline Joseph 341 (Unit Number)

EXHIBIT 3

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(e) Board members will vote and name the new officers of the Board of Directors.

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Signature and Date Signed:	Print Name and Unit Number
Marjorie P. [signature] 3-4-22 Date	Marjorie P. Robbins 139, 301 Unit Number
Eurkres Y. Rallings 3/4/22 Date	Eurkres Y. Rallings 237 Unit Number
Sharone Pierre 3-4-22 Date	Sharone Pierre 336 Unit Number
Lucita Pelfie 3-5-22 Date	Lucita Pelfie 314 Unit Number
Valerie Stiles 3-5-22 Date	Valerie Stiles 126 Unit Number

EXHIBIT 3

3. Record of Ownership.

Each owner shall, no later than December 1st of each year, provide written notice to the Association, in a form to be prescribed by the Association, identifying each owner of record and each first mortgagee of the owner(s) condo unit.

4. Power of Attorney, Executor's Powers, etc.

When presented with a power of attorney, or other alternate or substitute document which is presented as evidencing rights relating to ownership, such as an executor's powers or a power of attorney, the Board shall review the document to determine if the party has the right and interest in the condo unit to the exclusion of others. Powers of attorney should include a clear statement that the power includes but is not limited to quiet enjoyment of the property to the exclusion of all others, the right to vote on all Association matters, and the right to participate in all Association matters and governance.

5. Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other place on St. Croix, U.S. Virgin Islands, as the Board of Directors shall designate.

6. Annual Meeting.

The Association shall hold an Annual meeting on the premises of the Condominium in February of each year or at such other date as the Board of Directors shall designate at which time the owners present or represented by proxy shall elect members to the Board of Directors of the Association, as provided for in the By-laws herein, and shall transact such other business as may properly come before the meeting.

7. Special Meeting.

Special meetings of the Association may be called by the President of the Board of Directors or a majority of the Board or upon receipt of written request from ten (10) or more owners. Such written request shall state the purpose or purposes of the proposed meeting. Such meeting shall be held no more than sixty (60) days from the date of receipt of such request. Business transacted at a special meeting shall be limited to the purpose or purposes set forth in the notice of such special meeting.

8. Notice of Meeting.

Notice of meetings of the Association shall be in writing and shall include the purpose of the meeting. Such notice shall be emailed, mailed postage prepaid or delivered to each owner of record at the address appearing upon the books of the

EXHIBIT 3

Association not less than thirty (30) days prior to the date of any such Annual or Special Meeting.

9. **Voting by Email.**

Situations arise wherein time is of the essence in creating and implementing a decision. If such a situation arises, at the sole discretion of the President and one other officer of the Board, Emails may be issued to the entire Board requesting action. The following procedure shall be followed: Email written proposal, establishment of a Quorum, discussion (via Email), motion, second and vote. If a majority votes either way, via Email (Yea or Nay), the outcome will be duly noted, made a part of the voting process, and be reported at the next scheduled Board meeting, and will become part of the minutes.

10. Notice of First Mortgagees.

Notice of all meetings at which disposition is to be made of assets or granting of rights or easements in the condominium property must be given to the holders of first mortgages on any and all-condo units.

11. Waiver of Notice.

Notice of meetings need not be given to any owner who signs a Waiver of Notice, either in person or by proxy, whether before or after the meeting. The attendance of any owner at the meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting.

12. Quorum of Owners.

A quorum of all meetings of the Association shall consist of at least 40% of owners eligible to vote, either in person or represented by an authorized proxy. When a quorum is once present to organize the meeting, it cannot be broken by the subsequent withdrawal of an owner or owners. In the absence of a quorum, the owners present may adjourn the meeting to a future date.

13. Quorum Required to Transact Business; Exceptions.

The vote at a meeting in which at least 40% of owners once present has convened shall be binding upon all owners for all purposes except where in the Act, the Declaration or these By-laws a different percentage is provided for.

14. Voting; Authorization of Proxy; One Vote Limitation.

Each Owner, or the proxyholder designated to act on the Owner's behalf, shall be entitled to cast votes germane to the Owner's unit at the annual meeting of the Association. The designation of any such proxy shall be made in writing, duly

EXHIBIT 3

members of the Board. Any owner so named may appeal to the general membership at the Annual Meeting and may, upon majority vote of those present, be permitted to vote for or serve as a member of the Board of Directors.

3. Removal and Resignations.

a. Any or all of the Directors may be removed for cause or without cause, by vote of the majority of all owners of the Association at an Annual Meeting or at a Special meeting called for that purpose. Any Director may be removed for cause by vote of a majority of the Board of Directors.

Any member of the Board of directors whose removal has been proposed shall be given an opportunity to be heard.

b. A Director may resign at any time by giving written notice to the Secretary of the Association or, in the case of a vacancy in the position of the Secretary, to the President or acting President. Unless otherwise specified in the letter of resignation, the resignation shall only take effect upon acceptance by the Board of Directors by vote at a meeting of the Board of Directors.

4. Filling Vacancies.

Vacancies occurring on the Board for any reason may be filled either by vote of the owners at any Annual Meeting or special meeting or, in the absence of such a meeting, by vote of the majority of the Directors then in office. Any Director so appointed shall serve for the remainder of the replaced Director's term.

The Board shall act with due diligence to fill vacant Board seats after a resignation or removal. Nominations may be submitted to the Secretary of the Board in writing, or nominations may be made at a regularly scheduled Board Meeting. Persons nominated must meet all eligibility qualifications and be approved by majority Board vote.

5. Board of Directors Quorum Defined; Effect on Meetings.

A majority of the Board of Directors present, in person or by telephone shall constitute a quorum for the transaction of any Board of Directors' business. If at a meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

6. Quorum Required to Transact Business; Exceptions.

A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the Act, the Declaration or these By-laws otherwise provide.

EXHIBIT 3

y you received this information. We will gladly remove you from the owner list. It is ou block me in your mail app to prevent others from forwarding or responding to some e-mails. Sorry again about the error.

Darin Bokeno
Unit 223
dbokeno@hotmail.com

Sent from my iPhone

On Jun 6, 2023, at 1:15 PM, Bruce B <v-bruceb@hotmail.com> wrote:

Please take me off your email strings. I have asked nicely not to be part of this attempted Coup d'etat.

Sincerely yours

Bruce Bundgaard
Unit 141

From: Darin Bokeno <dbokeno@hotmail.com>
Sent: Tuesday, June 6, 2023 8:22 AM
To: Christine Merna <president@stccondo.com>; Jessica Hodge <jahodge427@gmail.com>; Sibyll <sibyllj@gmail.com>; 332 Rachel Haverkorn <rachelhaverkorn@gmail.com>; Brandie Folkers <brandie0987@yahoo.com>; Michael Pickard <Mrpickard7@gmail.com>; jtmcglothlin4@yahoo.com <jtmcglothlin4@yahoo.com>; Diane Petrushkevich <dianepetrushkevich@gmail.com>; Melinda Bokeno <mbokeno@hotmail.com>
Subject: TRO/INJUNCTION FILED TO PROTECT OWNER RIGHTS

Good morning St. C Owners,

On March 15th each member of the the Association of St. C Board of Directors was presented with a petition signed by more than 40 owners specifically requesting a “Special Meeting” of owners to discuss owner concerns with BOD actions & possibly remove some directors. This was in accordance with the St. C by-laws and was at least the 3rd such attempt to call a “Special Meeting.” Once again, the BOD led by President Christine Merna, decided to not call the meeting and deny owner’s rights. Owners have tried writing letters, sending e-mail

EXHIBIT 4

after unanswered e-mail requesting that our concerns be addressed for 18 months. As a last result we have filed a legal request for a temporary restraining order/injunction against the current BOD for acting outside of the by-laws and violating VI Law.

This BOD has blatantly and proudly admitted that they had to "set aside some by-laws to accomplish their goals." I find that statement very scary and also very revealing. I have attached the legal complaint, corrected (the first needed some simple corrections) as filed with the court, here for all owners to see our TRO/INJUNCTION and read for themselves what we are asking of the court.

If you need a quick summary I will summarize it here….we are demanding a "Special Meeting" to review actions of the BOD and possibly remove some Directors (in accordance with OUR RIGHTS in the by-laws), we are asking the current BOD to stop conducting business (other than keeping the lights on) since there was a failure to achieve a quorum at the Annual Owners Meeting until another meeting can be called (in accordance with the by-laws), we are asking for all pertinent financials of St.
C which owners are legally entitled to and have been denied (in accordance with the by-laws), especially in light of the fact that this BOD is charging a large assessment against owners. You can find these by scrolling down to "**PRAYER FOR RELIEF"** in the complaint.

So, if you feel me writing this to every owner is malicious, then I'm sorry, but your wrong, so very wrong. And no we are not a small group of malcontents etc… as our BOD President tries to continually marginalize us owners to other owners. There are 39 plaintiffs and another 20 or so who support us 100% but are seriously scared to be plaintiffs due to the possible consequences from the BOD President. That alone is upsetting. We, as owners, are sad it has come to this, but the President and BOD have left us no choice.

EXHIBIT 4

Thank you for your time. Have a good day.

Darin Bokeno
#223

EXHIBIT 4

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED

April 23, 2024 05:46 PM
SX-2022-CV-00401
TAMARA CHARLES
CLERK OF THE COURT

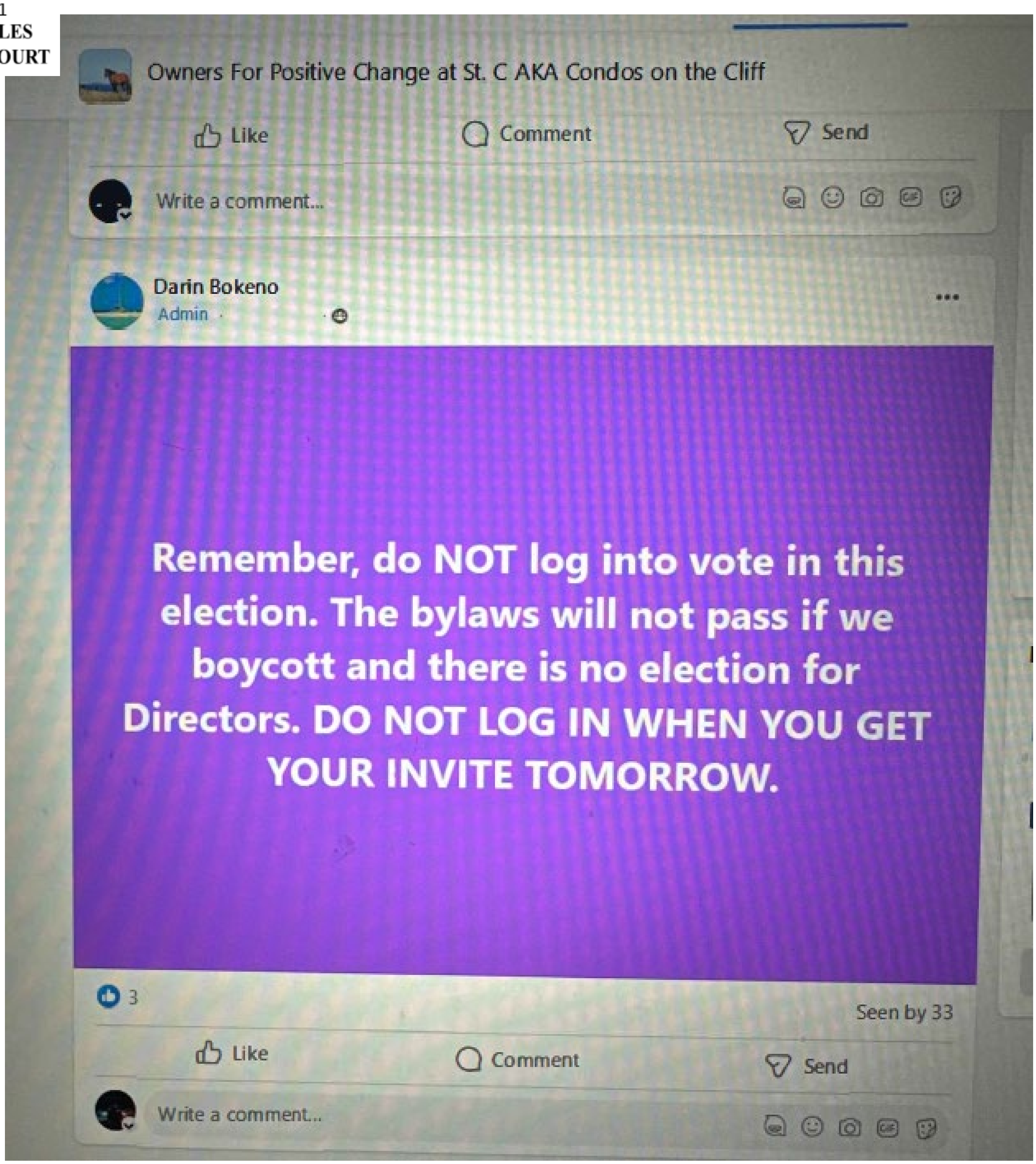

EXHIBIT 5

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
April 23, 2024 05:46 PM
SX-2022-CV-00401
TAMARA CHARLES
CLERK OF THE COURT

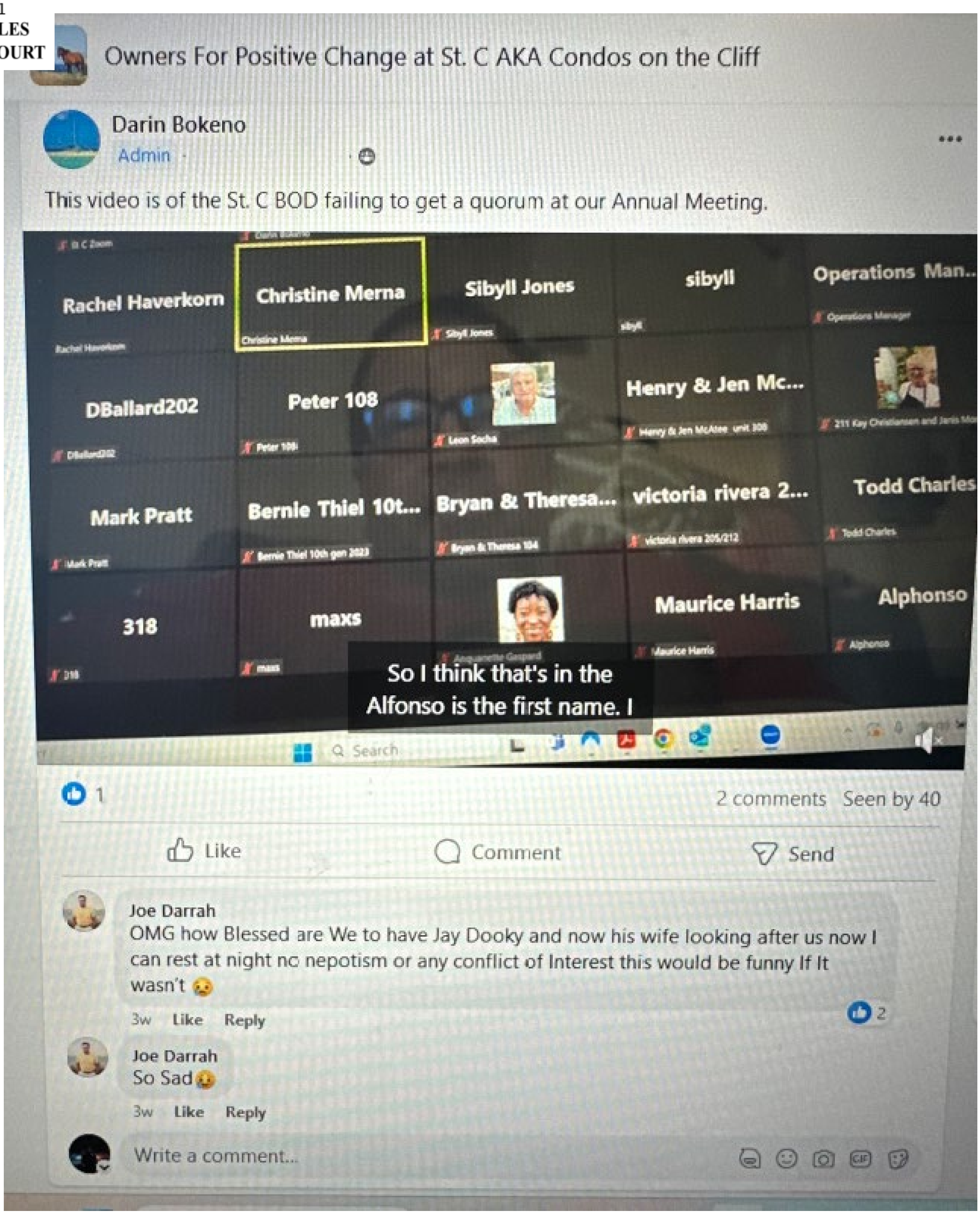

EXHIBIT 6

le F" <nicole.nikki2@outlook.com>
n Bokeno" <dbokeno@hotmail.com>
2023 9:07:18 PM
M] Re: Letter to St. C BOD & Owners

Thank you!

From: Darin Bokeno <dbokeno@hotmail.com>
Sent: Thursday, February 16, 2023 12:08 AM
To: Nicole F <nicole.nikki2@outlook.com>
Cc: Christine Merna <president@stccondo.com>; Office St. C Condo <office@stccondo.com>; kevin.damour <kevin.damour@comcast.net>
Subject: Re: Letter to St. C BOD & Owners

Nicole,

Thank you for letting us know about this. Mr. Charles will be removed immediately from the plaintiff list. We will forward this information to our lawyer immediately.

Darin
Unit #223

Sent from my iPhone

> On Feb 16, 2023, at 12:44 AM, Nicole F <nicole.nikki2@outlook.com> wrote:

> Hello Darin,
> I am currently the executor of Josephine Lawrence estate (was POA before Josephine Lawrence passing) Unit J-241. David Charles is not supposed to be signing anything concerning J-241 unit on behalf of Josephine Lawrence.
> Regards,
> Nicole
>
> Get Outlook for iOS
>
> ---
>
> From: Darin Bokeno <dbokeno@hotmail.com>
> Sent: Wednesday, February 15, 2023 7:13 PM
> To: Christine Merna <president@stccondo.com>; office@stccondo.com <office@stccondo.com>; tcharlesstc243@gmail.com <tcharlesstc243@gmail.com>; Todd Charles <todd1charles@gmail.com>; Jessica Hodge <jahodge427@gmail.com>; 309 Mark Pratt <bamabear7@hotmail.com>; Sibyll <sibyllj@gmail.com>; Brandie Folkers <brandie0987@yahoo.com>; Michael Pickard <Mrpickard7@gmail.com>; Diane Petrushkevich <dianepetrushkevich@gmail.com>; Melinda Bokeno <mbokeno@hotmail.com>
> Subject: Letter to St. C BOD & Owners
>
> Good day,
>
> Today, counsel for myself and more than 50 other owners, sent the attached letter to Jay Stucki and Kye Walker, who are

EXHIBIT 7

attorneys for the St. C BOD. The letter is self explanatory. We encourage everyone to read it.

Darin Bokeno

Unit #223

EXHIBIT 7

...or reaching out, Chris. The board has probably seen it but just in case could you ...d email it to me at your convenience?

Thanks again. Jason

From: Chris a. Williams <cartwill@hotmail.com>
Sent: Wednesday, March 27, 2024 1:55 PM
To: Jason May <GenMgr@stccondo.com>
Subject: Mailing from Darin Bokeno

Sent from my iPhone
I am assuming that the board has received a copy of the mailing from the group organized under the leadership of Bokeno.
I have asked him in the past to exclude me from his emails, but I guess my name remain, hence the package mailed from Kingshill PO.
I am happy to share it with you, as I have no interest in this group's agenda.

Chris Williams

EXHIBIT 8

IN THE SUPERIOR COURT
OF THE VIRGIN ISLANDS

FILED
April 23, 2024 05:46 PM
SX-2022-CV-00401
TAMARA CHARLES
CLERK OF THE COURT

Owners For Positive Change at St. C AKA Condos on the Cliff

Darin Bokeno
Admin · March 26 at 1:54 PM ·

The following letter was emailed to all owners in response to Christine Merna's recent letter to owners. If Ms. Merna continues to target individual owners for retribution and or makes libelous or slanderous statements then legal action may be considered. If you have a question or concern let me know.

Dear Owners,

There has been no false representation as alleged by Christine Merna. As owners, and under the guidance of legal counsel, we have assumed the responsibility of organizing a special meeting due to the BOD's refusal to adhere to the Bylaws and acknowledge the 43+ owners who signed a petition requesting a special meeting. This is not a coup as implied by Merna. All members of the Board have been invited to attend the meeting and have the opportunity to present their case to owners for remaining on the Board, in accordance with the Bylaws.

Of greater concern is the fact that defendant Merna has openly admitted to stealing personal property from owners' "limited common area". Once an item is delivered, it becomes the recipient's personal property. She and Ms. Hodge had no right to remove any documents addressed to owners. For the record, stealing or tampering with mail may constitute a criminal offense and this incident has been reported to the police for further investigation.

Furthermore, the act of owners placing the special meeting notice on a fellow owner's door does not qualify as an "unsolicited activity", as suggested by Merna, but rather serves as a means of communication between owners, which is permissible and protected by the First Amendment.

We encourage all owners to participate in the Special Meeting scheduled for April 25, 2024, at 7:00 pm AST/EST as per the notice provided. With a quorum expected, we will collectively exercise our ownership rights and elect a new Board of Directors. Thank you for your patience and understanding as we move forward in this process.

Owners for Positive Change at St. C

5 1 comment Seen by 32

Like Comment Send

Joe Darrah
Goodstuff because it's the Truth
1d Like Reply

Write a comment...

EXHIBIT 9

Association of St. C Condominium Owners

4200 Estate St. John, Christiansted, VI 00820-4491
Tel: 340-718-6341 / office@stccondo.com
www.stccondo.com

March 21, 2024

Dear Owners,

It has been brought to the attention of Association that members of the small, disgruntled group of owners calling themselves "Owners for Positive Change" are now masquerading and misrepresenting themselves as representatives of the Association.

On Monday, March 18th, the Board received multiple reports, and 2 Board members personally witnessed, Melinda Bokeno, going onto the limited common area walkways across the complex delivering documents that reflected they were from the Association of St. C Condominiums C/O her husband, Darin Bokeno. Owners have expressed concern that Mrs. Bokeno violated what they consider to be their property by entering their porches. The Bokenos in no way represent the Association.

For awareness, the front porches and stairs leading to all condos are limited common area elements and are not private property belonging to owners. This means that these areas are owned by the Association but for the most part, out of practicality, used primarily by the owner of the condo adjacent to this area. It is not private property. For example, no one is authorized to go through the closets, use the washing machine, etc. The owners have the right to use these limited common areas and are responsible for day-to-day maintenance (sweeping the floor, cleaning the windows, etc.) but the Association is responsible for replacement of front door, closet doors, slab repair, etc.

As many of you are aware, there have been emails sent from members of this group of disgruntled owners now claiming theft. At no time was personal property removed from the common area porches by any authorized agents of the Association. The Association's representatives removed only the documents that were falsely labeled as being distributed from the Association that were delivered by or presumably at the direction of the Bokenos. Additionally, Security, acting on behalf of the Association, was also tasked with the same during their rounds. Please note, that the misleading and unauthorized items delivered by Bokeno have now been sent out electronically to the owners. These emails containing false and misleading information and should be disregarded.

As a reminder, the safety of our community is paramount. The Association does not allow unsolicited activities on the property.

The most serious issue in all of this is that the Bokenos continue to deliver materials, under false pretenses, with the intent to mislead owners to further their agenda to gain control of the Association. The Association has robust legal representation. Be assured that the Association acts with legal guidance, where others spew unfounded opinions and false information in order to create discord and confusion, e.g., board members were not properly elected, or failed to conduct annual audits for 3 years; takes excerpts from the Bylaws out of context. All of these issues are in front of the Court and we are confident our actions are proper. Many of these same people are represented by an attorney, yet these toxic emails and statements are not

EXHIBIT 10

done through their attorney or before the judge - because their actions are not supported by facts or the law.

The Association's attorneys are now addressing Bokeno's latest misinformation ploy of representing themselves as authorized agents of the Association. We have notified our banks and vendors of the fraudulent activities to ensure further malfeasance and attempts to gain access to the Associations funds and business operations will not occur.

It is very concerning and disappointing that this small group has become so desperate and will go to any lengths to attempt to gain control the Association.   We ask all owners to please disregard any of these toxic attempts and if approached, respond with "let's let the court address the issues."

Thank you and we are hopeful the owners understand these latest acts are very misguided and without any legal basis.

If you have any questions, please contact the office at office@stccondo.com

The Association of St. C Condominium Owners

Cf:

Attorney Jay Stucki

Attorney Kye Walker

St. C Board of Directors

St. C Owners

EXHIBIT 10

#116 (C)

The Association of St. C Condominium Owners Inc.
Special Meeting
Thursday, April 25, 2024
Call to Order – 7:00 PM AST/EST
In person and via Zoom

AGENDA

1. Assignment of Presiding Officer and Secretary
2. Adoption of Agenda
3. Welcome
4. Reading of the Code of Conduct
5. Call to Order
6. Roll Call
7. Verification of Quorum
8. Call to Remove All Directors
9. Each Director's 5 Minute Opportunity to Be Heard with a Vote to Follow
10. Open the Floor for Nominations or Volunteers to Replace Removed Directors
11. Vote as Each Nomination or Volunteer Comes to the Floor
12. Newly Elected Directors Meet Separately to vote on Acting Board Officers
13. Newly Elected Directors and Acting Officers BOD Will be Announced
14. Adjournment

EXHIBIT 11

INVITATION TO A SPECIAL MEETING
THE ASSOCIATION OF ST. C CONDOMINIUM OWNERS INC.
Thursday, April 25, 2024, at 7:00 pm AST/EST

Members of The Association of St. C Condominium Owners Inc. hereby extend an invitation to attend a Special Meeting of the owners, as stipulated in *Article IV, Section 7 and Article V, Section 3 and 11* of the Bylaws. The meeting is set for Thursday, April 25th, at 7:00 pm AST/EST. It will take place both in person at Unit #126, St C Condominiums, and virtually via Zoom.

This invitation also contains proxy details in case you cannot attend the meeting in person. It is crucial to achieve a quorum for the Special Meeting to proceed. Whether you participate in person, through a proxy, by phone, or via Zoom, your attendance will be counted towards the quorum, and you will be permitted to vote verbally.

The sole agenda of this Special Meeting will be the removal of the St. C Board of Directors, along with the nomination and voting process for new Directors, as detailed in the attached Petition submitted to the Board of Directors on or about March 15, 2023.

The Board has violated the Bylaws by not acknowledging the petition and not scheduling a Special Meeting within the required timeframe. Despite repeated requests from the Petitioners for a Special Meeting, the President and the Board have consistently ignored these efforts.

Directors can be removed with or without cause by a vote of the majority of all owners at a Special meeting convened for that purpose. However, the Petitioners wish to express some of their reasons for seeking removal emphasizing just a few of the grievances.

- The Board of Directors continually violates the legally binding Bylaws, including provisions of the VI Condominium Code.
- They have failed to maintain our incorporated status, acting without the required approval from the membership, as outlined in the Association's Articles of Incorporation.
- Not a single Board member has been elected by the owners at an annual meeting; instead, all nine have been selected by the Board itself.
- They have refused owners access to the Books of Accounts, even after receiving a letter from the requesting owner's attorney. Furthermore, they have failed to furnish audited year-end financials for at least three years.
- The Board has neglected to maintain and repair the condition of the common area property in a cost-effective timely manner.
- The Board has failed to hold Owners' Annual Meetings on the premises of the Condominium for the past three years as stipulated in *Article IV, Section 6.*

EXHIBIT 11

- Owners' Annual Meetings of 2023 and 2024 conducted by Zoom, a quorum of owners was not achieved and as per our Bylaws *Article IV, Section 13*, a quorum of owners is required to transact business. Owners have effectively expressed a vote of "no confidence" in the current Board for two consecutive years.
- The Board blatantly ignored specific regulations and improperly self-certified the annual elections of both 2023 and 2024.

The Special Meeting will strictly follow the included Agenda and adhere to Robert's Rules of Order. Each attending Board member will be allotted a 5-minute opportunity to speak. Subsequently, owners present or their proxy holder will vote on whether to remove or retain the Board member. Upon establishing the number of vacant Director positions, nominations or volunteers to fulfill the remaining term of the replaced Directors will be solicited from the floor, in accordance with *Article V, Section 3(a)* of the Bylaws. The newly elected Board members will then briefly convene to vote and appoint the new acting officers of the Board of Directors.

EXHIBIT 11

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

The undersigned unit owners and members of the Association of St. C Condominium Owners hereby petition the President and the Board of Directors, *pursuant to Article IV, Section 7 and Article V, Section 3 of the Bylaws*, to set the earliest reasonable date and time for a Special Meeting on St. Croix and via Zoom. As required by the Bylaws, such meeting shall be held no more than sixty (60) days from the date of receipt of this request. The purpose of this meeting is as follows:

(a) The removal of Christine Merna, Sybill Jones, Jessica Hodge, Diane Petrushkevich and Ryan Pickard, and any other improperly elected or appointed director due to violations set forth in *Article V, Section 3 (g) of the Bylaws.* (In the interest of due process, we will provide all members of the Board of Directors whose removal has been proposed an opportunity to be heard for five (5) minutes. *Pursuant to Article V, Section 3(a) of the Bylaws.*

(b) Hold a vote seeking removal of the following Directors: Christine Merna, Sibyll Jones, Diane Petrushkevich, Jessica Hodge, Ryan Pickard, and any other improperly elected or appointed director. *Pursuant to Article V, Section 3(a) of the Bylaws.*

(c) In the absence of the President and Vice President, the owners shall appoint a presiding officer for the meeting. If the Secretary is not present, the person presiding shall then appoint Secretary pro tem for the meeting. *Pursuant to Article IV, Section 15 (Presiding Officer) of the Bylaws.*

(d) Open the floor to accept nominations or volunteers to fill the vacancies created on the Board and to hold a vote on each nomination or on any person who volunteers to serve as a director for the remainder of a removed Director's term. *Pursuant to Article V, Section 4 of the Bylaws.*

(e) The newly elected Board members will vote and announce the new officers of the Board of Directors.

The following unit owners of the Association of St. C Condominium Owners feel it necessary to remove the above-named Directors, along with any other director recently appointed or became a director as a result of the February 2023, Annual Meeting, due to the failure to establish a quorum and that the majority of owners desire to remove. The undersigned unit owners are exercising their rights pursuant to Article IV, Section 7; Article V, Section 3(a); and Article V, Section 4 of the Bylaws.

Signed by 40+ owners March 2023 and presented to the BOD.

EXHIBIT 11

The Association of St. C Condominium Owners, Inc.
Special Meeting Code of Conduct

This Special Meeting will go by the following Code of Conduct, which prohibits discriminatory, harassing or otherwise unacceptable behavior at this meeting, even if the conduct has not risen to the level of a violation of law. Failure to adhere to this Code of Conduct may result in removal from the meeting.

At this Special Meeting, we are committed to providing a positive and respectful environment that is free of discrimination and harassment, regardless of an individual's race, ethnicity, religion, color, sex, age, national origin, sexual orientation, disability, gender identity or expression, ancestry, pregnancy, or any other characteristic protected by law. We ask all meeting participants to conduct themselves consistent with the values of equity and equality.

EXHIBIT 11

THE ASSOCIATION OF ST. C. CONDOMINIUM OWNERS INC.
SPECIAL MEETING
THURSDAY, APRIL 25, 2024 7PM AST/EST

PROXY FORM

Date: ______________________

I, _________________________________, owner of Unit #_____, 4200 Estate St. John, Christiansted V.I. 00820, and a voting member in good standing of the St. C Association of Condominium Owners, hereby appoint:

__________________________Unit #______
(Name of Proxy)

who is another voting member of the association, to serve as my proxy holder to attend the _____________ St. C Owners Special Meeting on Thursday, April 25h, 2024, at 7:00 pm AST/EST or any continuation of the meeting. I am authorizing the proxy holder named above to vote and act on my behalf concerning any matters that may properly come before the meeting.

The appointment of this proxy shall only be effective during the St. C. Owners Special Meeting on April 25th, 2024, and at all adjournments of said meeting.

____
(Signature of owner designating proxy)

____
(Print name of owner designating proxy)

Witness: __________________________
(Witness signature and date)

____
(Witness printed name)

PLEASE NOTE—THIS PROXY FORM DOES **NOT** NEED TO BE NOTARIZED

EXHIBIT 11

PLEASE READ THIS IMPORTANT INFORMATION

PLEASE GIVE YOUR COMPLETED PROXY FORM TO YOUR DESIGNATED PROXY AND PROVIDE A COPY TO DARIN BOKENO IN PERSON OR VIA EMAIL AT dbokeno@hotmail.com BY **4 PM AST on 4/25/24**.

PROXIES ARE **REVOCABLE**. IF YOU ARE NOT CERTAIN YOU WILL BE ABLE TO ATTEND THE MEETING IN PERSON OR BY ZOOM, PLEASE USE THE FORM TO DESIGNATE YOUR PROXY. IF YOU FIND YOU WILL BE ABLE TO ATTEND IN PERSON, YOU CAN RESCIND YOUR PROXY.

IF YOU ARE ATTENDING IN PERSON, THE MEETING WILL CONVENE AT 7:00pm AST/EST AT UNIT 126, ST. C CONDOMINIUMS.

IF YOU ARE ATTENDING BY ZOOM, PLEASE SEE THE ATTACHED ZOOM INSTRUCTIONS.

PLEASE CONTACT DARIN BOKENO FOR ASSISTANCE IF YOU WILL NOT BE ABLE TO ATTEND THE MEETING IN PERSON OR FOR ANY ADDITIONAL INFORMATION. Darin's contact information: **dbokeno@hotmail.com or 443-528-5960.**

THANK YOU.

EXHIBIT 11

ZOOM INVITATION

You have been invited to a scheduled Zoom meeting. Just click on the link below. There will be a waiting room so be patient as we will admit owners once they are confirmed. Please put your UNIT # with your name.

Topic: The Association of St. C Condominium Owners Inc. Special Meeting
Time: Apr 25, 2024 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us06web.zoom.us/j/83341639174?pwd=ApXXR8lmrE69YYBmBmUBm5Dl0RNGRv.1

Meeting ID: 833 4163 9174
Passcode: 444573

One tap mobile
+13052241968,,83341639174#,,,,*444573# US
+13092053325,,83341639174#,,,,*444573# US

Dial by your location
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 646 931 3860 US
- +1 929 205 6099 US (New York)
- +1 301 715 8592 US (Washington DC)
- +1 689 278 1000 US
- +1 719 359 4580 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
- +1 669 900 6833 US (San Jose)

Meeting ID: 833 4163 9174
Passcode: 444573

Find your local number: https://us06web.zoom.us/u/k7XkcDhLq

EXHIBIT 11

ay St. C Owners,

We are a group of concerned owners who are working together for positive change within the Association of St C Condominium Owners, and we would like to address the most recent attack on Darin Bokeno and all members of our group.

The BOD wants us all to believe that members of our group jumped to legal action because we were all "tricked" by other owners. Nothing could be further from the truth. Our case for a TRO is independent of the case the Association already has pending before the court. Our case hinges upon the rights of ALL St C owners being denied by a few owners who are supposed to be SERVING us as members of the Board of Directors. Our case was brought only when our many attempts to access our rights as owners were denied. Only after every attempt, beginning with simple phone calls and email requests and leading up to presenting signed petitions to the BOD was ignored, did we come together, openly discuss our options, and then vote to act; TOGETHER AS ONE GROUP. Our vote was unanimous.

We function as an open group. We meet in person with a Zoom option always available to those who are unable to attend in person. We allow open discussion. All can speak their mind, no one is disenfranchised. Each action taken by our group has been done only after open discussion and voting. It is our greatest wish that each owner understands what is happening within the Association and how our group believes it can help usher in positive change.

The BOD has been very secretive about their actions. There is a complete lack of transparency between the BOD and owners. Owners' requests for information or explanations fall on deaf ears and go unanswered.

Bylaws form the structure within which our Association functions. Bylaw infractions by the BOD should be taken very seriously. When they are broken, the consequences can be severe, and broken bylaws imply that the Association leadership is not serving its membership properly. By their own admission, the BOD acknowledged that the bylaws were violated saying that it had to be done for the greater good as justification. When the BOD is questioned or presented with a petition signed by 40+ owners requesting a Special Meeting the inquiries are simply ignored. The bylaw violations that the association's leadership made played a significant role in the owners losing confidence in their BOD and ultimately resulted in the situation we are in now. Unfortunately, it is now this year's illegitimate board that must bear the responsibility for whatever consequences arise as a result of their willful disregard of the bylaws.

This year the Annual Meeting and Election procedures as set forth in the bylaws were not followed. There was not a quorum at the annual meeting resulting in 3 of the

EXHIBIT 12

board positions being left vacant. The BOD did not follow procedures as clearly stated in the bylaws, and did not call for another Annual Meeting with new Elections. Instead of considering the serious ramifications of circumventing the association's bylaws, the ineligible election results were hastily ratified, they seated a BOD and appointed officers. Owners should be worried about the BOD seizing on this opportunity. Knowingly violating bylaws only strengthens the argument that a Temporary Restraining Order is needed for our BOD, so that a special meeting can be called, and proper Elections held, finally putting a responsible BOD in place that will represent ALL owners with fairness and transparency. This, coupled with other controversial actions taken by the BOD has resulted in division within the association leaving owners struggling for information, direction, and leadership.

We encourage everyone who is worried about these, and other issues to speak to the board, or to any one from our group of concerned owners who are working together for positive change.

Thank you for your time.

Sincerely,

Members of the group Owners for Positive Change at St. C

Lorna Hines	Lucita Peltier
Omar Idheileh	Reginald Perry
Roy Megnin	RR Evans
Dieter Becker	MaresaFanelli
Robin Becker	Eurkres Rallings
Mia Pirnat	Victoria Yee
Jose Saldana	Ken Yee
Valerie Stiles	Joy Usich
Peter Serini	Dawn Daniel Sherwood
Sana Gaffney	Cheryl Daniel
Dayle Griffin	Johanna Erznoznik
Will Gaffney	Yeisan Matthew
Ann Marie Medina	Martin Levy
David Capriola	Kiersten Peterson
Olga Capriola	Darin Bokeno
Jeff Landback	David Lawaetz
Michael Joe Darrah	David Peltier
Sharone Pierre	Maria Gutierrez
Shana Pierre	Brad Johnson
Oliver Pierre	Leahy Haley
Johnnie Gilbert	Karen Rasmussen
Jerry Mann	Dana McDougal

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Emmanuel Delano	Ria Lutchmeesingh
Antoine Joseph	Theresa Thomas
Jihad Foty	Joseph Estes
Heather Estes	Linda Johnson
Maurice Harris Jr	Mona Doane
Barbara DeClerque	Karen Benoit

EXHIBIT 12