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St C Condos

Doc # 2017001733

ASSOCIATION OF ST. C CONDOMINIUM OWNERS
4200 ESTATE ST. JOHN, CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS 00820-4491
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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

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:

- 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.

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

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 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

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 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.

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.

b. The determination of the Common Expenses required for the operation, care, upkeep, insurance and maintenance of the Common Areas and Facilities and the assessment and collection of Common Charges against the owners to meet the Common Expenses according to the respective Common Interests of each owner.

c. Arranging for the proper management of the condominium through a Manager or Managing agent, approving the number of personnel to be employed and delegating to the Manager or Managing agent the employment or termination of such personnel.

d. The enforcement, by legal means if necessary, of all payment of Common Charges and of the provisions of the Declaration, these By-laws, the Rules and Regulations and the duly adopted resolutions and determinations of the Board of Directors. The Board shall not delegate any authority to the Manager to amend, alter, waive, grant exceptions to, or in any other way change or vary the Rules and Regulations, resolutions and determinations.

e. Adoption and amendment of Rules and Regulations governing the details of the operation and use of Common Areas and Facilities, and restrictions on and requirements respecting the use and maintenance of the condo units as authorized by the Act and the Declaration. Copies of Rules and Regulations shall be furnished to each owner at least ten (10) days prior to the time the same shall become effective. Failure to provide such copies shall not affect the enforceability of the Rules and Regulations, however.

f. Fixing and assessing charges (in addition to the Common Charges) for the use of parking areas or of recreational facilities for the general use by owners or for the exclusive use by an owner or owners on special occasions.

g. The opening of bank accounts on behalf of the Condominium Owners Association and transfers of monies and purchases of money market certificates of deposits, etc. provided there is prior board approval, the action is read into the minutes, and the execution is carried out by two or more officers authorized to sign documents.

h. Payment of the cost of water, electricity, telephone or other utility services rendered to the Common Areas and Facilities and to the condo unit where separate billings of such services to owners is not considered reasonably feasible.

i. The acquisition of condo units in the name of the Association on behalf of all owners including but not limited to deed of conveyance of the owners in satisfaction of unpaid Common Charges or other liens.

j. Taking possession of any abandoned condo unit or exercising control over any apartment to prevent loss or damage to other apartments or to the Common areas and Facilities.

k. Selling, leasing, mortgaging, voting the votes appurtenant to, or otherwise dealing with condo units acquired by the Board of Directors or its designee on behalf of all other owners as provided above.

l. Obtaining insurance for the Property and the condo units.

m. The doing of all things and the performance of all Acts which, in the judgment of the Board, shall be necessary, convenient or proper for the preservation or prudent operation of, or the prevention of loss or damage to, the Condominium.

n. To empower the Manager of the Association to sign all documents and checks required in accordance with the ordinary operations of the Association and within monetary limits established by the Board and to provide that all such documents and checks shall be co-signed by any one of certain designated members of the Board. In the absence of the Manager because of vacation or sick leave, any two of the Board members so designated may sign and co-sign such documents and checks.

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 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.

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.

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 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 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 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 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.

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 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.

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.

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.

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.

- o Receiving personal discounts or other benefits from suppliers, service providers or others, which benefits are not available to all Association members.
- o 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. Megnin

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 Juan A Aeck

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SANDRA HORSFORD
DISTRICT RECORDER OF DEEDS
ST CROIX
MISC RECORDING FEES $48.00
ATTACH FEE $4.00

Sandra Horsford
Recorder