

DECLARATION
OF
COMPTON BAY VILLAGE - STAGE ONE
CONDOMINIUM

11/13
1968

11/13

COWPET BAY VILLAGE - STAGE ONE CONDOMINIUM

DECLARATION

TABLE OF CONTENTS

ARTICLE

1. Submission of Property
2. Area of Land
3. Buildings
4. Name of Condominium
5. Units
6. Dimension of Units
7. Use of Units
8. Common Areas and Facilities
9. Limited Common Areas and Facilities
10. Determination of Percentages in Common Areas and Facilities
11. Encroachments
12. Pipes, Ducts, Cables, Wires, Conduits, Public Utility Lines and other Common Elements Located Inside of Units.
13. Power of Attorney to Board of Directors
14. Acquisition of Units by Board of Directors
15. Person to Receive Service
16. Units Subject to Declaration, By-Laws and Rules and Regulations
17. Amendment of Declaration
18. Reconstruction or Repair of Casualty Damage
19. By-Laws - Rules and Regulations
20. Invalidity
21. Waiver
22. Captions
23. Gender

EXHIBIT A	Unit Designations
EXHIBIT B	Limited Common Areas and Facilities
EXHIBIT C	Value of Apartments and Property and Percentage in the Common Areas and Facilities
EXHIBIT D	By-Laws
EXHIBIT E	Rules and Regulations

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP OF PARCEL 8-1-2 ESTATE NAZARETH, RED
HOOK QUARTER, ST. THOMAS, U.S. VIRGIN ISLANDS,
PURSUANT TO CHAPTER 33, TITLE 28, VIRGIN ISLANDS
CODE

TRACY LEIGH DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the Virgin Islands of the United States, whose principal office is situated at Parcel No. 9E-1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, hereinafter referred to as "the Sponsor" does hereby declare:

1. SUBMISSION OF PROPERTY. The Sponsor hereby submits the land hereinafter described, together with the buildings and improvements thereon erected and to be erected owned by the Sponsor in fee simple absolute, (hereinafter called the "Property") to the provisions of Chapter 33, Title 28, Virgin Islands Code, known also as the "Condominium Act of the Virgin Islands":

ALL those certain lots, pieces or parcels of land situated in the Virgin Islands of the United States of America, and described as follows, to wit:

1. Parcel No. 8-1-2 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, and more particularly as shown on a drawing of said Parcel prepared by Antilles Land Development, Inc., dated June 27, 1966, and having P.L.D. No. D9-580-766, and described as follows:

Starting at an iron boundpost which is the north-west corner of Parcel 8-58 and the northeast corner of Parcel 8-57 the line runs:

S 52° 09' 50" E along Parcel 8-58 a distance of 136.50 feet to an iron boundpost thence,

S 86° 30' 38" E along Parcel 8-58 a distance of 97.57 feet to an iron boundpost thence,

N 57° 37' 42" E along Parcel 8-1-1 a distance of 38.89 feet to an iron boundpost thence,

Continuing N 57° 37' 42" E along Parcel 8-1-1 a distance of 18 feet more or less to a point on shoreline thence,

Northeasterly along edge of shoreline a distance of 340 feet more or less to a point on shoreline.

N 65° 02' 26" W a long Parcel 8-1 a distance of 12 feet more or less to an iron boundpost thence,

Continues N 65° 02' 26" W along Parcel 8-1 a distance of 300.95 feet to an iron boundpost thence,

Continues N 65° 02' 26" W along Parcel 8-1 a distance of 5 feet more or less to a point on edge of Bluebeard's Beach Club road thence,

Westerly along edge of Bluebeard's Beach Club road a distance of 305 feet more or less to a point thence,

S 01° 15' 00" E along Parcel 8-56 a distance of 8 feet more or less to an iron boundpost thence,

Continues S 01° 15' 00" E along Parcel 8-56 a distance of 95.50 feet to an iron boundpost thence,

S 31° 49' 58" E along Parcel 8-56 a distance of 240.58 feet to an iron boundpost thence,

S 52° 09' 58" E along Parcel 8-57 a distance of 132.20 feet to an iron boundpost which is the point of origin.

The whole comprising an area of 4.04 U.S. acres, more or less.

And

2. Parcel 8-56-1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, and more particularly as shown on a drawing of said Parcel prepared by Antilles Land Development, Inc., dated October 13th, 1967, and having P.W.D. No. F9-2130-T67, and described as follows:

Starting at an iron boundpost which is the south corner of Parcel 8-56-1 and the north corner of Parcel 8-57, the line runs:

N 39° 11' 30" W along Parcel 8-56 a distance of 71.90 feet to an iron boundpost thence,

N 28° 43' 00" W along Parcel 8-56 a distance of 169.51 feet to an iron boundpost thence,

S 31° 49' 58" E along Parcel 8-1-2 a distance of 240.58 feet to an iron boundpost which is the point of origin.

The whole comprising an area of 1,108 square feet or 0.025 U.S. acres, more or less:

TOGETHER WITH all of the appurtenances and all improvements, easements and rights of way applicable to the above premises including specifically, without limitation, the following, and subject also to the reservation of a utility easement as hereinafter set forth:

- (a) Perpetual, non-exclusive easements, appurtenant to and running with the land, to use, for the purposes and upon the conditions hereinafter set forth, Parcels Nos. 8-1-3 and 8-1-4 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, as shown respectively on drawings of said areas prepared by Antilles Land Development, Inc., having P.W.D. Nos. F9-1984-T67 and G9-1030-T68, and which areas are more particularly described as follows:

Parcel 8-1-3

Starting at an iron boundpost which is on the northwest corner of Parcel 8-1-3 and is on the northern property line of Parcel 8-1-2, the line runs:

N 48° 03' 34" E along Parcel 8-1 a distance of 361.00 feet to an iron boundpost thence,

S 41° 56' 26" E along Parcel 8-1 a distance of 50 feet more or less to a point on the shoreline thence,

Southwesterly along edge of shoreline a distance of 360 feet more or less to a point, thence,

N 65° 02' 34" W along Parcel 8-1-2 a distance of 12 feet more or less to an iron boundpost which is the point of origin.

Total area is 0.17 U.S. acre.

Parcel 8-1-4

Starting at an iron boundpost which is the northeastern corner of Parcel No. 8-1-1 and which is 12 feet from the shoreline of Cowpet Bay, the line runs:

N 37° 42' 34" E a distance of 196.50 feet along parcel No. 8-1-3 to a boundpost thence,

N 11° 27' 34" E a distance of 241.00 feet to a boundpost thence,

S 38° 00' 52" E a distance of 179.42 feet along parcel No. 8-1 to a boundpost and thence,

S 48° 03' 34" W a distance of 13.57 feet along parcel No. 8-1 to a boundpost and thence,

S 48° 03' 34" W a distance of 361.00 feet along Parcel No. 8-1 to a boundpost which is the point of starting.

The area is 23,000 square feet or 0.53 acre.

- (1) The easement premises may be used only by the owners or other authorized occupants.

respective apartments in the Condominium established herein, the members of their families and their guests, for swimming and sunbathing only, and no food or beverages or any other merchandise shall be sold or otherwise dispensed therefrom. No fires shall be made thereon and no boats may be put ashore thereon or tents or other structures created, installed or erected thereon.

(ii) Upon leaving the easement premises, the persons availing themselves of the easement shall take with them all chairs, tables and other property brought there by them and shall leave that portion of said area used by them in a clean and orderly condition, and shall deposit all litter in receptacles.

(iii) The Sponsor covenants for itself, its successors and assigns, that no structures or improvements will be built or placed within the easement premises.

(b) A perpetual, non-exclusive easement of access and use of that thirty (30) foot wide roadway on Parcel 8-1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, which roadway is designated "Road A" on a drawing prepared by Antilles Land Development, Inc., dated June 21st, 1967, and having P.W.D. No. D9-652-T67, and the area of which easement is more particularly described as follows:

Starting at a point which is the center of a 30 foot ROW and bears S 65° 02' 26" E and a distance of 53.84 feet from an iron boundpost which is the northeast corner of Parcel 8-1-2 thence,

The center line of the Road runs N 35° 57' 00" E a distance of 66.86 feet to a point thence,

N 21° 29' 00" E a distance of 196.05 feet to a point thence,

N 09° 10' 40" E a distance of 111.75 feet to a point thence,

N 12° 18' 50" E a distance of 95.40 feet to a point thence,

N 37° 10' 40" E a distance of 88.02 feet to a point thence,

N 40° 38' 30" E a distance of 81.17 feet to a point thence,

N 46° 09' 40" E a distance of 111.66 feet to a point "A" which bears

S 59° 15' 50" W a distance of 56 feet to ...
access entry from Bluebeard's Bay Road thence

Road continues from Point A S 11° 09' 00" W a distance of 194.30 feet to a point thence,

S 13° 37' 20" W a distance of 196.59 feet to a point thence,

S 14° 36' 40" W a distance of 196.24 feet to a point thence,

S 24° 55' 20" W a distance of 90.87 feet to a point thence,

S 35° 03' 00" W a distance of 65.91 feet to a point which is the center line at the End of 30 foot Road Right of Way

Which bears S 65° 02' 26" E a distance of 139.39 feet from point of beginning.

- (c) Easements and rights of way on, over and through those areas of Parcel No. 8-1-7 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, designated 'Easement "A"' and 'Easement "B"' on P.W.D. Map No. P9-2273-108, dated August 13th, 1968, and prepared by F. R. McCloskey, the areas of which easements are more particularly described as follows:

Easement "A"

Starting at a point on the boundary between parcel No. 8-1-2 and parcel No. 8-1-5 which point bears S 65° 02' 26" E and is distant 60.00 feet from a boundpost at the southwest corner of parcel No. 8-1-5, the line runs,

N 24° 57' 34" E a distance of 16.00 feet to a point thence,

S 65° 02' 26" E a distance of 30.00 feet to a point and thence,

S 24° 57' 34" W a distance of 16.00 feet to a point on the boundary of parcel No. 8-1-2 and thence,

N 65° 02' 26" W a distance of 30.00 feet along parcel No. 8-1-2 to a point which is the point of starting.

The area is 480 square feet.

Easement "B"

Starting at a point on the boundary between parcel No. 8-1-2 and parcel No. 8-1-5 which point bears S 65° 02' 26" E and is distant 150.00 feet from a boundpost at the southwest corner of parcel No. 8-1-5, the line runs,

N 38° 30' 00" E a distance of 100.00 feet to a point and thence,

S 65° 02' 26" E a distance of 18.00 feet to a point and thence,

S 38° 30' 00" W a distance of 20.00 feet to a point on the boundary of parcel No. 8-1-2 and thence,

N 65° 02' 26" W a distance of 18.00 feet along parcel No. 8-1-2 to a point which is the point of starting.

The area is 350 square feet.

(d) There is reserved in favor of the Sponsor, its successors or assigns, an easement to connect to the sewage treatment plant located on the Property (including necessary pipeline easements) the sewerage systems of Stages 2 and 3 of Cowpet Bay Village Condominium, which future stages are presently planned by the Sponsor. All additional costs of connecting Stages 2 and/or 3 to the sewage treatment plant on the Property shall be borne by the Sponsor, its successors or assigns, and the cost of maintaining the sewage treatment plant following such connection with Stages 2 and/or 3 shall thereafter be allocated equitably between the various stages as may be agreed upon by the respective boards of directors of the condominiums using the said sewage treatment plant.

(e) There is reserved in favor of prior grantors of Parcel No. 8-1-2, their heirs and assigns, easements and rights of way over and across five (5) feet along each side of Parcel No. 8-1-2, other than the side fronting on Cowpet Bay, for the creation, construction and maintenance of public, quasi-public and private underground utilities, such as gas, water, telephone, telegraph, electricity, storm drains and land drains.

2. AREA OF LAND. The land has an area of approximately 4.065 acres.

3. BUILDINGS. The Condominium will consist of 42 condominium units (apartments) in a group of buildings identified as Buildings A, B, C, D, E, F and G. All buildings are of two stories, constructed of reinforced concrete masonry structure with concrete floors and wood frame roofs. The buildings contain no basements, and the number of apartments in each building is as follows.

<u>Building</u>	<u>Number of Apartments</u>
A	4 apartments
B	6 apartments
C	6 apartments
D	4 apartments
E	8 apartments
F	8 apartments
G	6 apartments

4. NAME OF CONDOMINIUM. This Condominium shall be known as "Cowpet Bay Village - Stage One".

5. UNITS. Annexed hereto and made part hereof as Exhibit A is a list of all units in the buildings, their unit designations, locations, approximate areas, number of rooms, common areas to which each has immediate access (all as shown on the floor plans of the building, certified by William Sigal and Associates, Architects, intended to be filed in the office of the Recorder of Deeds for St. Thomas and St. John, in St. Thomas, Virgin Islands, simultaneously with the recording of this Declaration).

6. DIMENSIONS OF UNITS. Each unit consists of the area measured horizontally from the unit side of the exterior concrete walls of the Building to the unit side of the walls and/or partitions separating such unit from steps, stairways, entrance bridges, landing platforms, or from other common or limited common areas, and these walls and/or partitions separate such unit from other units on the side of such walls and/or partitions facing such unit, vertically each unit consists of the space between the top surface of the floor and the under surface of the ceiling, and shall include the balcony and rear porch appurtenant to each unit.

7. USE OF UNITS. Each of the units shall be used as a residence only.

8. COMMON AREAS AND FACILITIES. The common areas and facilities consist of the entire Property (except for the Limited Common Areas and Facilities set forth below) including all parts of the Buildings other than the units, and including, without limitation the following:

- (a) The land on which the Buildings are erected;
- (b) All roofs, foundations, columns, beams and supports;
- (c) All exterior walls of the Buildings; all walls and partitions separating units from steps, stairways, entrance bridges, landing platforms, or from other common or limited common areas; all walls and partitions separating units; all floors and ceilings;

- (d) All laundry service rooms, storage rooms, pump rooms, and other similar facilities, all landscaping, all roads and walkways, all exterior lighting, and all driveways and parking areas, except for those parking areas designated as Limited Common Areas and Facilities below;
- (e) All space devoted to the lodging or use of persons employed in connection with the operation of the Property, including the area shown on the floor plans of the Property as "Maintenance Quarters";
- (f) All central and appurtenant installations for services such as power, light, telephone, gas, hot and cold water, potable and salt water, (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas or in units) and all other mechanical equipment spaces, including
 - (i) The underground electrical distribution system, including the stand-by generator;
 - (ii) The rainwater collection system, including cisterns and piping;
 - (iii) The potable water system, including pressure tanks, pumps and piping to individual units;
 - (iv) The salt water system, including storage tanks, pumps and piping to individual units;
 - (v) The sewerage system, including piping and the sewage treatment plant; and
 - (vi) The outside structures housing the air-conditioning compressor and condensing equipment appurtenant to each apartment unit, but not such equipment itself, which shall be and remain the property of each owner and which equipment shall be maintained by, and be the sole responsibility of, such owner;
- (g) All other parts of the Property and the apparatus and installations existing in the buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

9. LIMITED COMMON AREAS AND FACILITIES. "Limited Common Areas and Facilities", as used herein, means those common areas and facilities designated in Exhibit B, attached hereto and made a part hereof, reserved for the use of certain apartments to the exclusion of the other apartments.

10. DETERMINATION OF PERCENTAGES IN COMMON AREAS AND FACILITIES. The percentages of interest of the respective

in the common areas and facilities (hereinafter sometimes called the "common interests") have been determined upon the basis of the proportion which the value of each unit bears to the value of the Property, and such values and percentages are set forth in Exhibit C, attached hereto and made a part hereof.

11. ENCROACHMENTS. If any portion of the common areas and facilities encroaches upon any unit, or if any unit now encroaches upon any other unit, or upon any portion of the common areas and facilities, as a result of the construction of the Building(s), or if any such encroachment shall occur hereafter as a result of settling or shifting of the Building(s), a valid easement for the encroachment and for the maintenance of the same so long as the Building(s) stands, shall exist. In the event the Building(s) the unit, any adjoining unit, or any adjoining common area or facility shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common areas and facilities upon any unit or of any unit upon any other unit or upon any portion of the common areas and facilities due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building(s) shall stand.

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

13. POWER OF ATTORNEY TO BOARD OF DIRECTORS. Each unit owner shall grant to the persons who shall from time to time constitute the Board of Directors, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease

lease the same to the Board of Directors, or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, and to convey, sell, lease, mortgage, vote the votes appurtenant thereto or otherwise deal with any such unit so acquired or to sublease any unit so leased to the Board of Directors.

14. ACQUISITION OF UNITS BY BOARD OF DIRECTORS. In the event any unit owner shall in compliance with the terms and conditions of the By-Laws surrender his unit, together with (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the interest of such unit owner in any other units acquired by the Board of Directors or its designee on behalf of all unit owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such unit owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or in the event the Board of Directors shall purchase from any unit owner who has elected to sell the same, a unit, together with Appurtenant Interest, pursuant to Section 2 of Article VII of the By-Laws, or in the event the Board of Directors shall purchase at a foreclosure or other judicial sale, a unit, together with the Appurtenant Interests, title to any such unit, together with the Appurtenant Interests, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, in proportion to their respective common interests. The lease covering any unit leased to the Board of Directors, or its designee, corporate or otherwise, shall be held by the Board of Directors, or its designee, on behalf of all unit owners, in proportion to their respective common interests.

15. PERSON TO RECEIVE SERVICE. Mr. William H. [redacted], Parcel No. 9E-1 Estate Nazareth, No. 1 Red Hook Quarter, St. Thomas, Virgin Islands, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

16. UNITS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS. All present and future owners, tenants and occupants of units shall be subject to, and shall comply with the provisions of this Declaration, the By-Laws and Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any unit shall constitute an agreement that the provisions of the Declaration, the By-Laws and the Rules and Regulations as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof. No person, irrespective of the nature of his interest, shall bring any action or proceeding for partition or division of the Property or any part thereof except as may be specifically permitted by the Condominium Act of the Virgin Islands, by the provisions hereof or by the By-Laws.

17. AMENDMENT OF DECLARATION. This Declaration may be amended by the vote of at least seventy-five (75) per cent in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, provided, however, that any such amendment shall have been approved in writing by all mortgagees who are the holders of mortgages comprising first liens on (6) or more units. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, Charlotte Amalie, St. Thomas, Virgin Islands.

18. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE. In the event that two-thirds (2/3) or more of the total number of apartment units are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destruction may be made within sixty (60) days of the date of such damage or destruc-

tion by the vote of at least seventy-five (75) per cent in number and in common interest of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. If less than two-thirds (2/3) of the total number of apartment units are damaged or destroyed, it shall be mandatory that such damage be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design and total cubic area, pursuant to which the Buildings were initially constructed.

19. BY-LAWS - RULES AND REGULATIONS. Annexed hereto as Exhibits D and E respectively, are true copies of the By-Laws and Rules and Regulations governing the administration of the Property. No modification of or amendment to the By-Laws shall be valid unless set forth in an amendment to this Declaration and such amendment duly recorded.

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

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

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

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

IN WITNESS WHEREOF, the Sponsor has caused this Declaration

tion to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 30th day of October, 1968.

Witnesses:

TRACY LEIGH DEVELOPMENT
CORPORATION (Sponsor)

John S. Galt

By William H. Evans
William H. Evans
Vice President

maingt pulling

Attest: Agnes B. Rahlff
Agnes Rahlff
Assistant Secretary

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. THOMAS & ST. JOHN) ss:

On this 30 day of Oct., 1968, before me, the undersigned officer, personally appeared WILLIAM H. EVANS, who acknowledged himself to be the Vice President of TRACY LEIGH DEVELOPMENT CORPORATION, the corporation described in the foregoing instrument; and he, being authorized so to do, executed the foregoing instrument on behalf of the corporation by signing his name thereto as such Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

P. A. L.
Notary Public

RECEIVED

1968 OCT 31 AM 10 47

OFFICE OF
THE
RECORDER OF DEEDS

9-2 Page 125 No 1
Outward of Arch 27 page 1 arch 18 page 58
21 page 1 arch 19/82
St. Thomas October 31, 1968
Colin Violet

EXHIBIT A

UNIT DESIGNATION AS PER ARTICLE V OF DECLARATION

<u>Apt. No.</u>	<u>Description</u>	<u>Location</u>	<u>App.Enclosed area (not inc. Balconies or Porches) in Square Feet</u>	<u>No. of Rooms</u>
<u>Leeward Way</u>				
1	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building A ground floor south	1,110	7
2	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building A upper floor south	1,110	7
3	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building A ground floor north	1,110	7
4	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building A upper floor north	1,110	7
5	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building B ground floor south	1,110	7
6	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building B upper floor south	1,470	9
7	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building B ground floor center	1,110	7
8	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building B upper floor center	1,110	7
9	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building B ground floor north	1,110	7
10	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building B upper floor north	1,110	7
11	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building C ground floor south	1,110	7
12	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building C upper floor south	1,110	7
13	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building C ground floor center	1,110	7
14	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building C upper floor center	1,110	7

Apt. No.	Description	Location	App.Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
15	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building C ground floor north	1,110	7
16	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building C upper floor north	1,470	9
17	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building D ground floor south	1,110	7
18	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building D upper floor south	1,110	7
19	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building D ground floor north	1,420	9
20	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building D upper floor north	1,420	9
<u>Windward Way</u>				
1	3-bedroom apt. (F,LR,3BR,K 3B,BL,RP)	Building E ground floor south	1,420	9
2	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building E upper floor south	1,420	9
3	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building E ground floor south center	1,110	7
4	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building E upper floor south center	1,110	7
5	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building E ground floor north center	1,110	7
6	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building E upper floor north center	1,110	7
7	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building E ground floor north	1,110	7
8	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building E upper floor north	1,470	9

Apt. No.	Description	Location	App.Enclosed area (not inc. Balconies or Porches) in Square Feet	No. of Rooms
9	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building F ground floor south	1,110	7
10	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building F upper floor south	1,110	7
11	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building F ground floor south center	1,110	7
12	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building F upper floor south center	1,110	7
13	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building F ground floor north center	1,110	7
14	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building F upper floor north center	1,110	7
15	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building F ground floor north	1,110	7
16	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building F upper floor north	1,110	7
17	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building G ground floor south	1,110	7
18	3-bedroom apt. (F,LR,3BR,K 3B,2BL)	Building G upper floor south	1,470	9
19	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building G ground floor center	1,110	7
20	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building G upper floor center	1,110	7
21	2-bedroom apt. (F,LR,2BR,K 2B,BL,RP)	Building G ground floor north	1,110	7
22	2-bedroom apt. (F,LR,2BR,K 2B,2BL)	Building G upper floor north	1,110	7

Access from Apartments to Common Areas

All apartments have access to entry passages which are located between the common area walkway and the individual apartment units and which entry passages are limited to the exclusive use of the apartment or apartments served. In the case of upper floor apartments entry passages consist of a stairway and a bridge to an entrance platform, thence a stairway to the entry balcony of the apartment. In the case of ground floor apartments entry passages consist of a stairway and a bridge to an entrance platform, then a stairway to the rear (entrance side) porch.

CODE: F = Foyer
 LR = Living/Dining
 BR = Bedroom
 K = Kitchen
 B = Bathroom
 BL = Balcony
 RP = Rear Porch

EXHIBIT B

LIMITED COMMON AREAS AND FACILITIES
AS PER ARTICLE 9 OF THE DECLARATION

The Limited Common Areas and Facilities are (a) certain parking spaces, and (b) certain entry passages, all as set forth below:

(a) Parking Spaces:

Leeward Way

Parking space no. 1 is limited to the exclusive use of Apt. no. 1
Parking space no. 2 is limited to the exclusive use of Apt. no. 2
Parking space no. 3 is limited to the exclusive use of Apt. no. 3
Parking space no. 4 is limited to the exclusive use of Apt. no. 4
Parking space no. 5 is limited to the exclusive use of Apt. no. 5
Parking space no. 6 is limited to the exclusive use of Apt. no. 6
Parking space no. 7 is limited to the exclusive use of Apt. no. 7
Parking space no. 8 is limited to the exclusive use of Apt. no. 8
Parking space no. 9 is limited to the exclusive use of Apt. no. 9
Parking space no. 10 is limited to the exclusive use of Apt. no. 10
Parking space no. 11 is limited to the exclusive use of Apt. no. 11
Parking space no. 12 is limited to the exclusive use of Apt. no. 12
Parking space no. 13 is limited to the exclusive use of Apt. no. 13
Parking space no. 14 is limited to the exclusive use of Apt. no. 14
Parking space no. 15 is limited to the exclusive use of Apt. no. 15
Parking space no. 16 is limited to the exclusive use of Apt. no. 16
Parking space no. 17 is limited to the exclusive use of Apt. no. 17
Parking space no. 18 is limited to the exclusive use of Apt. no. 18
Parking space no. 19 is limited to the exclusive use of Apt. no. 19
Parking space no. 20 is limited to the exclusive use of Apt. no. 20

Windward Way

Parking space no. 1 is limited to the exclusive use of Apt. no. 1
Parking space no. 2 is limited to the exclusive use of Apt. no. 2
Parking space no. 3 is limited to the exclusive use of Apt. no. 3
Parking space no. 4 is limited to the exclusive use of Apt. no. 4

Parking space no. 5 is limited to the exclusive use of Apt. no. 5
Parking space no. 6 is limited to the exclusive use of Apt. no. 6
Parking space no. 7 is limited to the exclusive use of Apt. no. 7
Parking space no. 8 is limited to the exclusive use of Apt. no. 8
Parking space no. 9 is limited to the exclusive use of Apt. no. 9
Parking space no. 10 is limited to the exclusive use of Apt. no.10
Parking space no. 11 is limited to the exclusive use of Apt. no.11
Parking space no. 12 is limited to the exclusive use of Apt. no.12
Parking space no. 13 is limited to the exclusive use of Apt. no.13
Parking space no. 14 is limited to the exclusive use of Apt. no.14
Parking space no. 15 is limited to the exclusive use of Apt. no.15
Parking space no. 16 is limited to the exclusive use of Apt. no.16
Parking space no. 17 is limited to the exclusive use of Apt. no.17
Parking space no. 18 is limited to the exclusive use of Apt. no.18
Parking space no. 19 is limited to the exclusive use of Apt. no.19
Parking space no. 20 is limited to the exclusive use of Apt. no.20
Parking space no. 21 is limited to the exclusive use of Apt. no.21
Parking space no. 22 is limited to the exclusive use of Apt. no.22

(b) Entry Passages

Entry passages between the common area walkway and the individual apartment units are limited to the exclusive use of the apartment or apartments served.

In the case of upper floor apartments (Apartments 2, 4, 6, 8, 10, 12, 14, 16, 18 and 20 Leeward Way and Windward Way; and 22 Windward Way), entry passages consist of a stairway and a bridge to an entrance platform, thence a stairway to the entry balcony of the apartment.

In the case of ground floor apartments, (Apartments 1, 3, 5, 7, 9, 11, 13, 15, 17 and 19 Leeward Way and Windward Way; and 21 Windward Way), entry passages consist of a stairway and a bridge to an entrance platform, then a stairway to the rear (entrance side) porch.

Maintenance of all Limited Common Areas and Facilities is a common expense of the Condominium.

EXHIBIT C

VALUE OF APARTMENTS AND PROPERTY AND
PERCENTAGE IN THE COMMON AREAS AND
FACILITIES AS PER ARTICLE 10 OF THE
DECLARATION

The value of the property and of each apartment, and the percentage of undivided interest in the common areas and facilities, including the limited common areas and facilities, appertaining to each apartment and its owner for all purposes including voting, are as set forth below:

Total value of the Property \$2,123,000.00

Two-bedroom apartment

Value \$49,500.00
% undivided interest 2.332%

Three-bedroom apartment

Value \$55,000.00
% undivided interest 2.589%

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
<u>Leeward Way</u>		
1	\$49,500.00	2.332
2	\$49,500.00	2.332
3	\$49,500.00	2.332
4	\$49,500.00	2.332
5	\$49,500.00	2.332
6	\$55,000.00	2.589
7	\$49,500.00	2.332
8	\$49,500.00	2.332
9	\$49,500.00	2.332
10	\$49,500.00	2.332
11	\$49,500.00	2.332
12	\$49,500.00	2.332
13	\$49,500.00	2.332
14	\$49,500.00	2.332
15	\$49,500.00	2.332
16	\$55,000.00	2.589
17	\$49,500.00	2.332
18	\$49,500.00	2.332
19	\$55,000.00	2.589
20	\$55,000.00	2.589

<u>Apartment No.</u>	<u>Value</u>	<u>% Undivided Interest</u>
<u>Windward Way</u>		
1	\$55,000.00	2.589
2	\$55,000.00	2.589
3	\$49,500.00	2.332
4	\$49,500.00	2.332
5	\$49,500.00	2.332
6	\$49,500.00	2.332
7	\$49,500.00	2.332
8	\$55,000.00	2.589
9	\$49,500.00	2.332
10	\$49,500.00	2.332
11	\$49,500.00	2.332
12	\$49,500.00	2.332
13	\$49,500.00	2.332
14	\$49,500.00	2.332
15	\$49,500.00	2.332
16	\$49,500.00	2.332
17	\$49,500.00	2.332
18	\$55,000.00	2.589
19	\$49,500.00	2.332
20	\$49,500.00	2.332
21	\$49,500.00	2.332
22	<u>\$49,500.00</u>	<u>2.332</u>
	<u>\$2,123,000.00</u>	<u>100.00</u>