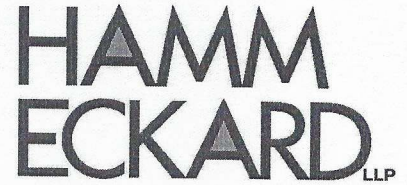


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Atty. Hamm & Eckard

June 22, 2016



MEMO

Donovan M. Hamm, Jr.
Virgin Islands and Maryland

Mark W. Eckard
Virgin Islands and Delaware

Robert A. Waldman
Virgin Islands, Texas and Iowa

**To: Recorder of Deeds
Office of the Lt. Governor of the USVI
Government House, King Street
Christiansted, St. Croix, USVI**

340.773.6955

5030 Anchor Way
Christiansted, VI 00820

www.hammeckard.com

Hand Deliver

**Re: Mill Harbour Condominium (Various Plot and Units)
St. Croix, U.S. Virgin Islands**

MESSAGE:

Please record the attached Amended By-Laws of Mill Harbour Condominium against the properties listed below:

Plot No. 221, Estate Golden Rock;

Units 101, 102, 103, 104, 105, 106, 107, 108, 109,110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129;

Units 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229;

**Units 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329
St. Croix, U.S. Virgin Islands**

We enclose our check in the amount of \$99.50 for the recording fee.

If you have any questions, please contact me.

Thank you for your kind assistance in this matter.


June L. Davis
Legal Assistant

AMENDED BY-LAWS
OF
MILL HABOUR CONDOMINIUM
CHRISTIANSTED, ST. CROIX
U. S. VIRGIN ISLANDS
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ARTICLE 1

Plan of Condominium Unit Ownership

Section 1. Condominium Unit Ownership The property located at Lot 221 (Reminder) Golden Rock subdivision, Christiansted St. Croix, U.S Virgin Island, has been submitted to the provisions of Chapter 33, Title 28 of the Virgin Island Code, known as the "Condominium Act of the Virgin Islands," by the Declaration recorded heretofore in the office of the Recorder of Deeds for St.Croix, U.S Virgin Islands, and which condominium shall hereinafter be known as "Mill Harbour Condominium"(hereinafter called the "Condominium" or "Mill Harbour").

Section 2. Applicability of By -Laws. The provision of these By-Laws is applicable to the Property of the condominium and the use and occupancy thereof. The term 'Property' as used herein shall include the land, the buildings, and all other improvements thereon (including the condominium units and the common area facilities), owned in a free simple absolute, and all easements, rights and appurtenances belonging thereto, and al other property, personal or mixed, intended for the in connection therewith, all which are intended to be submitted to the provisions of said Chapter 33, Title 28 of the Virgin islands Code.

Section 3. Application. All present and future owners, mortgagees, lessees, and occupants of condominium units and their employees, and any other persons who may use the facilities of the Property in any manner are subjected to these By-Laws, the Declaration and the Rules and Regulations.

The accepting of a deed or conveyance or the entering into of a lease or the act of occupancy of a condominium unit shall constitute an agreement that these By-Laws, the rules and regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. Office. The office of the condominium and of the Board of Directors shall be located at Mill Harbour Condominium, 3320 Estate Golden Rock, Christiansted, St.Croix, U.S Virgin Islands, or such other place as maybe selected by the Board of Directors.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Number and Qualifications. The affair of the condominium shall be governed by the a Board of Directors composed of seven persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership, owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in case of the fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

1. Candidates for the Board, in order to be eligible to serve, must be in full compliance with all current rules and regulations as adopted by the Board from time to time in accordance with Article II section 2(e) for at least 60 days prior to the scheduled election and thereafter, if elected or appointed, throughout his or her term of office.
2. A candidate shall be presumed to be in compliance with all then current rules and regulations unless a notice of non-compliance was issued to the candidate in writing by the Association

at least 60 days prior to date scheduled for elections and he or she remains non-compliant 30 days prior to the date scheduled for the elections.

3. Candidates for the Board must be up-to-date and current in the payment of all common charges, insurance common charges, and assessments, if any, for at least 60 days prior to the scheduled election and thereafter, if elected or appointed, throughout his or her term of office.
4. A candidate shall be presumed to be in compliance with all common charges, insurance common charges, and assessments, if any, unless a notice of non-compliance was issued to the candidate at least 60 days prior to the date scheduled for elections and he or she remains non-compliant 30 days prior to the date scheduled for the elections
5. Absent a serious and unforeseen event or religious observance all sitting Board members at a minimum shall personally attend the Annual Owner's Meeting, and the Board meeting immediately following the Annual Owner's Meeting at which the board elects officers and votes to approve the annual budget.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. Such powers and duties of the Board of Directors shall include, but shall not be limited, to the following:

- (a) Operation, care, upkeep and maintenance of the common areas and facilities.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the property.
- (c) Collection of the common charges (which for the purpose of these By- Laws shall mean such portion of the common expenses as are payable by the respective unit owners) from unit owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common areas and facilities.
- (e) Adoption and amendment of rules and regulations covering the details of the operation of the facilities.
- (f) Opening of bank accounts on behalf of the Condominium and designating the Signatories required therefore.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale or surrendered by their owners to the Board of Directors.
- (h) Purchasing of units at foreclosure or other judicial sales in the name of the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners.
- (i) Selling, leasing, mortgaging, voting the votes of the appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by, and subleasing units leased by the Board of Directors, or its designee, corporate or otherwise, on behalf of all unit owners.
- (j) Organizing corporations to act as designees of the Board of Directors in acquiring title to or leasing units on behalf of all unit owners.
- (k) Obtaining of insurance for the Property, include the condominium units pursuant to the provision of Article V, Section 2 hereof.
- (l) Making of repairs, addition and improvements to or alteration of the Property and repairs to and restoration of the Property in accordance with the other provision of these By-Laws, after

damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

Section 3. Managing Agent and Manager. The Board of Directors employ for the condominium a managing agent and/or manager at a compensation established by the Board of Directors shall authorize, including but not limited to, the duties listed in subdivision (a), (c), (d), (k) and (l) of Section 2 of this Article 11. The Board of Directors may delegate to the manager or managing agent, all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in the subdivision (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article 11.

Section 4. Election and Term of Office. Each director shall be elected for a term of three years by the vote of a majority of unit owners, are hereinafter defined in Section 9 of Article 11. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners, or he or she shall have been removed pursuant to ARTICLE II Section 5.

Section 5. Removal of Member of the Board of Directors. At any regular special meeting of unit owner, any one of the members of the Board of Directors maybe removed with or without cause by a majority of the owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given the opportunity to be heard at the meeting.

1. At any regular or special meeting of the Board of Directors the board shall have the power and duty to remove any director who is not in compliance with any one or all of the above requirements and to promptly appoint an eligible replacement to serve until the next Annual Owner's Meeting

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by the vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meetings may constitute less than a quorum, and each person so elected shall be a member of Board of Directors for the remainder of the term for the member so removed until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Annual Meetings. The annual meeting of the members of the Board of Directors shall be held immediately following the annual meeting of the unit owners, at such a time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

Section 8. Special Meetings. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and like notice on the written request of at least three (3) members of the Board of Directors.

Section 9. Waiver of Notice. Any members of the Board of directors may, at any time, waive notice for any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of majority of the member of the Board of Directors present at the meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn meeting from time to time. At any such adjournment at which at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without futher notice.

Section 11. Fidelity Bonds. The Board of Director shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

Section 12. Compensation. No members of the Board of Directors shall receive any compensation from the Condominium for acting as such.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owner for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to other arising out of contracts made by the Board of Directors on behalf the Property, unless any say contracts shall have been made in bad faith or contrary to the provisions of the Declaration of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liabilities with respect to any contact made by them on behalf of the Property. It is also intended that the liability of any unit owner arising out of any contact made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability there under as his interest in common areas and facilities bear to all such interest. Every agreement made by the Board of Directors or by the manager on behalf of the Property shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability there under (except as unit owners) and that each unit owner's liability there under shall be limited to such portion of the total liability there under as his interest in the common areas and facilities bears to all such interest.

ARTICLE III

UNIT OWNERS

Section 1. Annual Meetings. The annual meetings shall be held at a time to be determined by the Board of Directors, but no later than the 15th of February of each year. The unit owners can transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Meetings of the unit owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the unit owners as maybe designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by not less than 25% in the common interest, in the aggregate, of unit

owners. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice for Meeting. It shall be the duty of the Secretary to mail a notice to each annual or special meeting of the unit owners at least ten but no more than thirty days prior to such meetings, stating the purpose thereof as well the time and place where it is to be held, to each unit owner of record at the Building or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meetings of the unit owners cannot be held because of a quorum has not attended, a majority in a common interest of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty- eight(48) hours from the time original meeting was called.

Section 6. Order of Business. The order of business at all times of the unit owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Directors.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Directors (when so required).
- (i) Unfinished business.
- (j) New business.

Section 7. Title to Units. Title to units maybe be taken in the names of an individual or in the name of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or as trustee(s) of a real estate trust or in the name of a corporation or partnership, or in the name of a fiduciary.

Section 8. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitle to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to be the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any or all of such owners maybe present at any meeting of the unit owners and (those constituting a group acting unanimously), may vote or take any other action as a unit owner whether in person or by proxy. The total number of votes of all unit owners shall be 100% and each unit owner including the Board of Directors, if the Board of Directors, or its designee, shall then hold title to one or more units shall be entitle to cast one vote at all meetings of the unit owners for each .001 percent of interest in the common areas and facilities applicable to his or her unit. The Fiduciary shall be the voting member with respect to any condominium unit owned in a fiduciary capacity.

Section 9. Majority of Unit Owners. As used in these By-Laws the term" Majority of unit owners" shall mean those unit owners having more than 50% of the total authorized votes of all unit owners present in person or by proxy and voting at any meeting of unit owners, determined in accordance with the provisions of section 8 of this Article 111.

Section 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having one-third (1/3) of the total authorized votes of all units owners shall constitute a quorum all meetings of the unit owners.

Section 11. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purpose except where in the Declaration of this By-Laws, or By-Law; a higher percentage vote is required.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the condominium shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Secretary, an Assistant Treasurer, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Directors.

Section 2. Election of Officers. The officers of the condominium shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of members of the Board of Directors, any officer may be removed, either with or without the cause, and his successor may be elected at any annual meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the condominium. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Corporation law of the Virgin Islands, including, but not limited to, the power to appoint committees from among the unit owners from time to time as he may at his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. Vice-President. The Vice-President shall take the place of the President and perform the duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in place of the President, on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors or the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meeting of the unit owners and of the Board of Directors, he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Corporation Law of the Virgin Islands.

Section 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors, or the managing agent, in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock Corporation organized under the Corporate Law of the Virgin Islands.

Section 8. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses & Fixing of Common Charges. The Board of Directors shall from time to time and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the unit owners to meet the common expenses of the Condominium, and allocate and assess such common charges among the unit owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance trustee. The common expenses may also include the amount of the monthly water bill for each unit as assessed to that unit in accordance with the individual meter so assigned, and such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, generally including, without limitation, an amount for working capital of the condominium, for a general operating reserve, for a reserve fund for replacements, and to make 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 or lease to the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any condominium unit to the Board of Directors, or of any condominium unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise all unit owners promptly in writing of the amount of common charges payable by each of the unit owners, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all unit owners and to their mortgagees.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, the following insurance:

(1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire Building (but not including any wall, ceiling, or floor decoration or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners), together with all service machinery contained therein and covering the interest of the Condominium, the Board of Directors and all unit owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the Building without deduction for depreciation; each of said policies shall contain a standard mortgagee clause in favor of each mortgagee of an condominium unit 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

(a) The requirements to obtain and maintain extended coverage shall not be deemed to include windstorm coverage from a commercial insurer if any of the following requirements can be met.

(i) the Board of Directors may obtain a Letter of Credit or Line of Credit from a local lending institution in an amount not less than One Million Dollars (\$1,000,000.00) which Letter of Credit or Line of Credit shall be non-cancelable for a period of not less than one year and renewable from year to year. Any proceeds received from the aforementioned Letter of Credit or Line of Credit shall be held and utilized in accordance with the provisions hereinafter set forth; or

(ii) the Board of Directors may obtain a loan from a local lending institution in an amount not less than One Million Dollars (\$1,000,000.00) at prevailing rates, the proceeds of which shall be held and utilized in accordance with the provisions hereinafter set forth; or

(iii) the Board of Directors may obtain windstorm coverage from a commercial insurer in an amount not less than One Million Dollars (\$1,000,000.00), if the same is commercially available

(b) The Board of Directors shall assess each unit, said assessment to continue until such time as the total amount collected, without deduction for any amount necessarily expended for the repair or replacement necessary in the event of windstorm damage, and/or funding the deductible amount on account of earthquake damage, reaches the sum of not less than One Million Dollars (\$1,000,000.00). All sums collected pursuant to such assessments shall be held, together with all interest accrued thereon, in a separate fund and shall be used for no other purpose. In the event that any portion of the fund is disbursed for repair or replacement on account of windstorm damage or funding the earthquake deductible, the Board of Directors shall have the authority to seek an additional line of credit, letter or credit or loan, and/or to assess each unit in such amounts as may be necessary to maintain the fund as a level of no less than One Million Dollars (\$1,000,000.00). The Board of Directors shall hold said fund for the benefit of the Board of Directors, the unit owners, and the mortgagees as their interests may appear, to be utilized in a like manner as the loss payment provisions of any commercial insurance that the Board of Directors may obtain.

(c) With regard to all other hazard insurance, including but not limited to fire, earthquake, vandalism, and other malicious mischief, the dollar amount of coverage that the Board of Directors shall be required to obtain and maintain shall be dependent upon the availability of such coverage upon reasonable terms and at commercially reasonable rates.

(2) Workmen's Compensation insurance, and

(3) such other insurance as the Board of Directors may determine.

All policies of physical damage insurance shall to the extent obtainable contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice of all of the insureds. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, may be delivered to all mortgagees of condominium units at least ten (10) days prior to expiration of the then current policies.

The Board of Directors shall also be required to obtain and maintain to the extent obtainable, public liability insurance in such limits as the Board of Directors may, from time to time, determine covering each member of the Board of Directors, the manager and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of

Directors shall review such limits once a year. Public liability insurance shall be in amounts not less than \$250,000/\$1,000,000 for claims for bodily injury and \$25,000 for claims for property damage.

Unit 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 provide that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner.

Section 3. Repair or Reconstruction after Fire or Other Casualty. In the event of damage to or destruction of the Building (s) as a result of fire or other casualty (unless 66 2/3% or more of the Building (s) are destroyed or substantially damaged and 75% or more of the unit owners 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 Building(s) (including any damaged units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture or furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors or the Insurance Trustee, as the case may be, 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 in excess of the insurance proceeds shall constitute a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

If 66 2/3% or more of the Building (s) are destroyed or substantially damaged and if within sixty (60) days of the date of such destruction or damage 75% or more of the unit owners determine not to proceed with repair and restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor or, as if owned in common, in which event the proceeds of sale, together with the net proceeds of the insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Directors or the Insurance Trustees, as the case may be, among all the unit owners in proportion to their respective common interest, after first paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

Section 4. Payment of Common Charges. All unit owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Directors shall determine. No unit owner shall be liable for the payment of any part of the common charge assessed against his unit subsequent to a sale, transfer or other conveyance by him of such unit, together with the Appurtenant Interests, as defined in Section 1 of Article VII hereof. In addition, any unit owner may, subject to the terms and conditions specified in these By-Laws and subject to acceptance by the Board of Directors, provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid common charges, convey his unit, together with the "Appurtenant Interests" to the Board of Directors, or its designee, corporate or otherwise, on behalf of all other unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a unit shall be liable for the payment of common charges assessed against such unit prior to the acquisition by him of such unit, without prejudice to such purchaser's right, if any, to recover from the seller the amounts paid by the Purchaser, except that a mortgagee or other purchaser of a unit at a foreclosure sale of such unit shall not be liable for and such unit shall not be subject to a lien for the payment of (s) common charge assessed prior to the foreclosure sale.

Section 5. Collection of Assessments. The Board of Directors shall assess common charges against the unit owners from time to time and at least annually and shall take prompt action to collect

charges due from any unit owner which remains unpaid for more than 30 days from date due for payment thereof.

Section 6. Default in Payment of Common Charges. In the event of default by any unit owner in paying to the Board of Directors the common charges as determined by the Board of Directors, such unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. All such unpaid common charges shall constitute a lien on such unit prior to all other liens except those specified in Section 922 of Chapter 33, Title 28 of the Virgin Islands. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys fees, in an action to recover the same brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 922 of Chapter 33, Title 28, Virgin Islands Code.

Section 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common charges, the unit owner shall be required to pay reasonable rental for the use of his and the Plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to unit collect the same. The Board of Directors, acting on behalf of all unit owners, shall have the power to purchase such unit at foreclosure sale and acquire, hold, lease, mortgage, vote appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Charges. The Board of Directors shall promptly provide any unit owners so requesting the same in writing, with a written statement of all unpaid common charges due from such unit owner.

Section 9. Abatement and Enjoining of Violations by Unit Owners. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any of these By-Laws contained herein, or the breach of any provisions of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws: (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, and 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 by law or in equity, the continuance of any such breach.

Section 10. Maintenance and Repair. (a) except as provided in Paragraph 2 of Section 12 of Article V of these By-Laws, all maintenance of and repairs to any unit, structural or non-structural, ordinary or extraordinary (other than maintenance of and repairs to any common areas and facilities contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such unit) shall be made by the owner of such unit. Each unit owner shall be responsible for all damages to any and all other units and/or to the common areas and facilities, that his failure so to do may engender. (b) All maintenance, repairs and replacements to the common areas and facilities, and to the limited common areas and facilities, whether located inside or outside of the units, shall be made by the Board of Directors and be charged to all unit owners as a common expense, unless such maintenance, repair, or replacement is necessitated by the negligence, misuse, or neglect of a unit owner, in which case, such expense shall be charged to such unit owner.

Section 11. Restriction on Use of Condominium Units. In order to provide for congenial occupancy of the Property and for the protection of the value of the units, the use of the property shall be restricted to and shall be in accordance with the following provisions:

- (a) The units shall be used for residences only by the owner or owners thereto their families, guests, invitees, and licensees, including guests under a lease which has been approved by the Condominium, however, no owner shall enter into a lease or renewal thereof with any prospective tenant for a Term exceeding 3 months unless he/she shall have complied with the following

Pre-conditions:

1. The Unit owners shall provide to the Board of Directors a true copy of the lease and written evidence from the prospective tenant acknowledging receipt of and an agreement to abide by the Rules and Regulations then in effect. The rental Amount may be deleted from the lease so furnished if the owner wishes.
2. The Unit owners shall identify the name, address and telephone number of the rental agent or management company, if any, engaged by the owner and if requested by the Board, the owner will provide satisfactory evidence of the license and other appropriate credentials of the agent or management company.
3. Every lease and/or tenancy agreement shall contain a provision signed and acknowledged by the Owner and the prospective tenant, granting to the Board a power of attorney permitting the Board to institute and prosecute eviction proceeding against the tenant for any substantial or material breach of the lease or violation of the rules and regulations.
 - (b) The common areas and facilities, including the limited common areas and facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the units.
 - (c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.
 - (d) No improper, offensive or unlawful use shall be made of the Property 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 Property, shall be corrected, by and at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

Section 12. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common areas and facilities shall require additions, alterations or improvement costing in excess of \$25,000, and the making of such additions, alterations or improvements shall have been approved by the vote of at least two-thirds (2/3) in number and in common interest of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof, as a common charge. Any additions, alterations or improvements costing \$25,000 or less may be made by the

Board of Directors, without approval of unit owners and the cost shall constitute part of the common expense

Whenever in the judgment of the Board of Directors an unsafe, hazardous or unsightly condition exists within a Unit, such that the health, safety or welfare of occupants of that unit or other units is endangered, in addition to the right of access granted in Section 15 of these By-Laws, the Board of Directors, or its designated manager or managing agent, shall have the right to correct said condition and the cost thereof shall be borne solely by the unit owner provided, however that so long as the condition does not create an emergency, the Board of Director shall notify the unit owner in writing of the existence of said condition and the unit owner shall have 60 days thereafter to correct said condition prior to any further action being taken by the Board of Directors.

Section 13. Addition, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, including any exterior painting or exterior alteration or addition (including awnings, grills, etc.), without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration or improvement in such owner's unit, within ninety (90) days after such request, and failure to do so within the stipulated time shall constitute consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of the Government of the Virgin Islands or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any unit shall be executed by the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor, or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 14. Use of Common Areas and Facilities. A unit owner shall not place or cause to be placed in the stairways or other common areas or facilities, including the limited common areas and facilities, other than the areas designated as storage areas, any furniture, packages or objects of any kind. The entry passages, stairways, entry bridges, etc., shall be used for no purpose other than for normal transit through them.

Section 15. Right of Access. A unit owner hereby grants a right of access to his unit to the manager and/or the 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 or for the purpose of correcting any condition originating in his unit and threatening another unit or a common area or facility, or for the purpose of performing installations alterations or repairs to the mechanical or electrical services or other common areas or facilities in his unit or elsewhere in the Building, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the unit owner. In case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

For the purpose enumerated herein and in Section 12 of ARTICLE V of these By-Laws each unit owner shall furnish to the Board of Directors a passkey to each unit and shall not thereafter alter or install a new lock on any door leading to a unit without furnishing a working passkey thereto to the Board of Directors or its manager or managing agent.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the units and the common areas and facilities, including the limited common areas and facilities, may be promulgated and amended by the Board of Directors from time to time, but no more often than annually, with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by

the Board of Directors to each unit owner prior to the time when the same shall become effective. The current rules and regulations, which shall be effective until amended by the Board of Directors, are annexed hereto and made a part hereof as Exhibit 'E'.

Section 17. Potable Water. Potable water, including cistern water, shall be supplied through the common facilities of the Condominium directly to each condominium unit through a separate meter and each unit owner shall be required to pay the charge therefore established from time to time, by the Board of Directors. The Board of Directors may, in its discretion, establish a separate water fund or account, which fund or account shall be reserved for expenses connected with the purchase by the Condominium of potable water from other sources, should such purpose become necessary.

Section 18. Gas. Gas shall not be supplied to any unit, and unit owners are specifically prohibited from using gas as a fuel or otherwise, within the unit or on any part of the Property. Unit owners are further specifically prohibited from placing within a unit, within a common area, or on any other part of the Property, any bottle, cylinder or other similar container for gas.

Section 19. Salt Water and Sewerage Service. Salt water for flushing, and sewerage service shall be treated as a common expense.

Section 20. Electricity. Electricity shall be supplied by the public utility company serving the area directly to each unit through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in his unit. The electricity serving the common areas and facilities shall be separately metered, and the Board of Directors shall pay all bills for electricity consumed in such portions of the common areas and facilities as a common expense.

Section 21. Commercial Enterprises conducted on the Premises and Common Areas and Facilities. The Board of Directors shall have the power to enter into leases or tenancy agreements with third parties for the Commercial use of:

- (a) The laundry rooms, storage rooms, and other similar facilities.
- (b) The restaurant and areas appurtenant thereto upon commercial reasonable terms and conditions at then prevailing commercially reasonable rates and for such term or terms as the Board of Directors deems advisable, provided, however, that no lease shall be approved the Board of Directors unless it shall, at a minimum, contain the following provisions:
 1. A requirement that the tenant obtain and maintain, at its premises, sole expense general and comprehensive liability insurance, at all times, in an amount not less than \$500,000.00 naming the Mill Harbour Condominium as a named insured, and that the tenant furnish an appropriate insurance certificate, at the inception date of lease and each insurance renewal date thereafter, evidencing that the tenant has appropriate workers compensation insurance fully covering all of its employees.
 2. A requirement that the tenant indemnify and hold harmless Mill Harbour Condominium for any and all losses sustained relating in any way to the operations and maintenance of the leased premises.

3. A requirement that the leased premises be kept clean and free of trash and debris, giving to Mill Harbour Condominium the right to enter and correct any unsafe and unclean condition at the tenant's sole expense.
4. A requirement that the tenant provide to the Board of Directors satisfactory evidence that it possesses valid licenses as appropriate for and all business activity it proposes to conduct on the premises.

Section 22. Approvals Required for certain outside Services. Any unit owner desiring to engage the services of a rental agent or agency management agent or agency for the lease of any unit for long or short term rentals shall provide to the Board of Directors the name, address and telephone number of said agent or management company. The Board of Directors shall have the right to require any agent, agency or management company to provide satisfactory evidence that it possesses valid licenses issued by the appropriate Virgin Island's authority and that it maintains at all time and can provide to the Board of Directors certificates evidencing satisfactory general liability and Workman's compensation insurance. Any agent or agency or management company which fails, neglects, or refuses to provide such evidence upon reasonable demand may be refused the right to conduct any aspect of its business and especially to manage or rent any unit at Mill Harbour Condominium.

Section 23. Determination, Fixing and collection of charges and fines to unit owners. The Board of Directors shall, from time to time, and at lease annually, prepare a list of all charges and fines, due and payable by unit owners, and which have been set in accordance with the provisions of Sections 12 and 15 of these By-Laws and/or the Rules and Regulations promulgated pursuant to Section 16 of these By-Laws. The Board of Directors shall notify all such unit owners in writing of the amount of such charges or fine(s) as determined by the Board of Directors, and shall take prompt action to collect all sums due from any unit owner which remains unpaid for more than 30 days from the date of such notification

ARTICLE VI

MORTGAGES

Section 1. Notice of Board of Directors. A unit owner, who mortgages his unit, shall notify the Board of Directors of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Directors the Board of Directors shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged unit.

Section 3. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has heretofore been furnished to the Board of Directors.

Section 4. Examination of Books. Each unit owner of a unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, but not more often than once a month.

ARTICLE VII

SALES AND MORTGAGES OF UNITS

Section 1. No severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. For the purpose of these By-Laws, the "Appurtenant Interests" shall mean, collectively, (i) the unit owner's undivided interest in the common areas and facilities appurtenant to such unit; (ii) the interest of such unit owner in any units theretofore 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 for the Condominium. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interest, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any condominium unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all units.

Section 2. Sale to Board of Directors. A unit owner may, subject to mutual agreement of the parties, and subject to the provisions of Section 1 of this Article VII, sell his unit to the Board of Directors, or its designee; provided, however, that such purchase by the Board of Directors shall have the prior approval of two-thirds (2/3) of the unit owners, as expressed by the vote of at least two-thirds (2/3) in number and in common interest, of all unit owners, cast in person or by proxy in accordance with these By-Laws.

Section 3. Financing of Purchase of Units by Board of Directors. Acquisition of units by the Board of Directors, or its designee, on behalf of all unit owners, may be made from the working capital and common charges in the hands of the Board of Directors, or if such funds are insufficient the Board of Directors may levy an assessment against each unit owner in proportion to his ownership in the common areas and facilities as a common charge, which assessment shall be enforceable in the same manner as provided in Sections 6 and 7 of Article V, or the Board of Directors, in its discretion, may borrow money to finance the acquisition of such units, provided, however, that, no financing may be secured by an encumbrance hypothecation of any property other than the unit, together with the Appurtenant Interests, so to be acquired by the Board of Directors.

Section 4. Gifts and Devises, etc. Any unit owner shall be free to convey or transfer his unit by gift, or to devise his condominium unit by Will, or to pass the same by intestacy, without restriction.

Section 5. Waiver of Right of Partition with Respect to Such Units as are Acquired by the Board of Directors, or its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that a unit shall be acquired by the Board of Directors, or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate or sell his unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his unit and until he shall have satisfied all unpaid liens against such unit, subject to all other provisions of these By-Laws, to a purchaser who in writing assumes all unpaid common charges and who agrees to take such unit subject to all unpaid liens against same.

Section 7. Mortgage Condominium Units. No unit owner shall mortgage his unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender. Any such mortgage shall be substantially in the form of file with the Board of Directors, except for such changes or additions as may be legally necessary in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted in writing by the Board of Directors with the written approval of those mortgagees holding mortgages constituting first liens upon six or more units.

ARTICLE VIII

CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part of all of the common areas and facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to \$50,000.00 or less, and to the Insurance Trustee, if such award amounts to more than \$50,000.00. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors shall arrange for repair and restoration of such common areas and facilities, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the unit owners do not duly and promptly approve the repair and restoration of such common areas and facilities, the Board of Directors or the Insurance Trustee, as the case may be, 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, as provided in Section V of these By-Laws.

ARTICLE IX

RECORDS

Section 1. Records and Audits. The Board of Directors or the manager shall keep detailed records of the actions of the Board of Directors, minutes of the meetings of unit owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each unit which, among other things, shall contain the amount of each assessment of common charges against such units, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Directors to all unit owners who have requested same, at least semi-annually. In addition an annual report as defined by generally accepted accounting principles of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be obtained by the Board of Directors. Such reports will be available to all unit owners upon request after the end of each fiscal year.

ARTICLE X

MISCELLANEOUS

Section 1. Notices. All notices hereunder shall be sent by registered or certified mail to the Board of Directors addressed to: Mill Harbour Condominium 3220 Estate Golden Rock, Christiansted, St. Croix, U.S. Virgin Islands 00820 or to such other address as the Board of Directors

may hereafter designate from time to time, by notice in writing to all unit owners. All notices to any unit owner shall be sent by registered or certified mail to the Building or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 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 any provisions thereof.

Section 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.

Section 5. Waiver. No restrictions, conditions, obligations or provisions 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.

ARTICLE XI

AMENDMENTS TO BY-LAWS

Section 1. Amendments to By-Laws. Except as other-wise provided herein, these By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all unit owners at a meeting of unit owners duly held for such purpose.

ARTICLE XII

EXECUTION OF INSTRUMENTS AND SEAL

Section 1. Execution of Instruments. All instruments of the Condominium shall be executed under the seal by such officer or officers as the Board of Directors may designate, or as may be otherwise authorized.

Section 2. Seal. The seal of the Condominium shall contain the following legend: Condominium Seal, Mill Harbour Condominium.

ARTICLE XIII

CONFLICTS

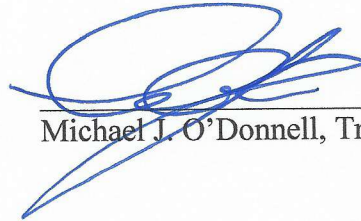
Section 1. Conflicts. These By-Laws are set forth to comply with the provisions of Section 917 and 918 of Chapter 33, Title 28, Virgin Islands Code. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

Except as amended herein, the By-Laws of Mill Harbour Condominium Owner's Association, as they may have been previously amended, are hereby ratified.

MILL HARBOUR CONDOMINIUM OWNER'S ASSOCIATION

Dated: March 7, 2016

By.



Michael J. O'Donnell, Treasurer

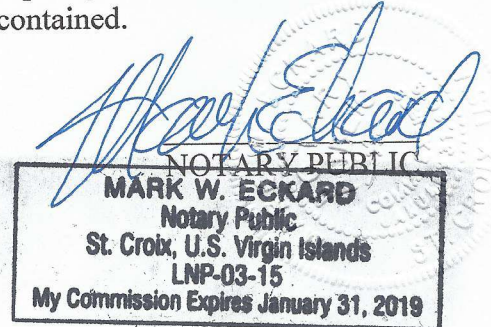
ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN ISLANDS

DISTRICT OF ST. CROIX

SS:

On this 7th day of March, 2016, before me appeared Michael J. O'Donnell, to me known and known to me to be the Treasurer of the Mill Harbour Condominium Owner's Association and he so acknowledged to be that he executed the foregoing instrument in his capacity as Treasurer of the Mill Harbour Condominium Owner's Association for the purpose therein contained.



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Book: 1440

Pages: 440

Filed & Recorded
07/14/2016 9:03AM

SANDRA HORSFORD
DISTRICT RECORDER OF DEEDS

ST CROIX		
RECORDING FEE	\$	25.00
PER PAGE FEE	\$	19.00
ATTACHMENT FEE	\$	348.00



Recorder