

July 15, 1970

No. 2842/1970

DECLARATION
OF
COAKLEY BAY - STAGE ONE
CONDOMINIUM

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INTRODUCTION

In buying a condominium you are embarking on an exciting new concept of real estate ownership.

A condominium purchaser receives a fee title interest to his own townhouse apartment and an undivided interest in all the common areas. As a condominium owner, you may mortgage, sell, lease, or otherwise convey your interest in this unit in the same manner that you would for a home or a parcel of ground. You own a parcel of real estate without having to worry about all of the small details of upkeep and management. This form of ownership presents less individual burdens to the individual and allows for a more carefree living with all the built-in advantages you would have in owning a Luxury Home.

Contained herein is the Declaration and By-Laws wherein these units are submitted or declared to be a "condominium" under certain terms and conditions binding on all parties as required by the Condominium Act of the U.S. Virgin Islands.

Wherever the term "condominium" is used, it refers to Stage I of Coakley Bay.

Wherever the term "developers" is used, it refers to Coakley Bay Development Corporation.

Wherever the term "Estate Coakley Bay" is used, it refers to all stages of development at Coakley Bay.

DECLARATION ESTABLISHING A PLAN FOR
CONDOMINIUM OWNERSHIP OF COAKLEY
BAY, ST. CROIX, VIRGIN ISLANDS
PURSUANT TO CHAPTER 33, TITLE 28
VIRGIN ISLANDS CODE

COAKLEY BAY DEVELOPMENT CORPORATION, a corporation organized and existing under the laws of the Virgin Islands of the United States, whose principal office is situated at 7 King Street, Christiansted, St. Croix, Virgin Islands, hereinafter referred to as "the Developer", does hereby declare:

1. NAME. The name by which this condominium is to be identified is "Coakley Bay, Townhouse Apartments, Stage I, a condominium", hereinafter called "condominium".

2. SUBMISSION OF PROPERTY. The developer hereby submits the land together with the buildings and improvements thereon erected and to be erected, owned by the developer 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":

Parcel No. 2BB of Estate Coakley Bay, East End "B" Quarter, consisting of 3.6604 U.S. acres, more or less, as shown on Public Works Drawing No. 2509 dated December 16, 1968 and recorded with the Public Surveyor, Christiansted, St. Croix, Virgin Islands.

TOGETHER with the tenements, hereditaments, and appurtenances thereunto belonging and all of the estate, right, title, and interest of the Developer in and to said premises, including the easements granted or assigned as set forth below, and subject only to the easements reserved by the Developer as further set forth below.

EASEMENTS GRANTED TO OWNERS:

(a) Swimming Pool, and the use of all recreational facilities to be erected thereon, and which area is more particularly described as follows:

Parcel 2BA of Estate Coakley Bay, East End "B" Quarter, consisting of 1.6200 U.S. acres, more or less, as shown on Public Works Drawing No. 2509 dated December 16, 1968 and recorded with the Public Surveyor, Christiansted, St. Croix, Virgin Islands.

(i) The easement premises may be used only by owners or other authorized occupants of the respective apartments in the Condominium established herein, the members of their families and their guests, for swimming and sun bathing and any other recreational activities provided during the hours and time, as may be established by the Board of Directors.

(ii) Upon leaving the easement premises, the persons availing themselves of the easement shall take with them all 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.

(b) Roadway Easements: A perpetual, non-exclusive easement of access and use of that portion of the thirty (30) foot wide roadway on Parcel 2BA as shown on Exhibit "A" annexed to this Declaration, which is located outside of the boundaries of the property, which roadway is designated "Road A" on a drawing prepared by Jack Pearson dated June 24, 1970, the area of which roadway is more particularly described as follows: thirty (30) foot wide road coming off of East End Road and crossing Parcel No. 2BA of Estate Coakley Bay.

(i) Perpetual, non-exclusive easement of access and use of those 30 foot wide roadways on Estate Coakley Bay, St. Croix, Virgin Islands, which roadways are designated "Road B" on a drawing prepared by Jack Pearson dated June 24, 1970, the area of which easements are more particularly described as follows:

Parcel No. 2BA and Parcel No. 2BB of Estate Coakley Bay and any subdivision of Parcel No. 2B in any future development in and to the roadways and common areas of said future development.

(c) Sewage Treatment Plant Easement: A perpetual easement to connect or "tap in", from time to time, to the sewage treatment plant owned and constructed by the Developer and located on the premises known as Parcel 2BA and 2B as shown on Exhibit "A" to this Declaration, Parcel No. 2BA (corporate-ownership) the sewage system to be located on the Property including a perpetual easement to lay the necessary pipe lines for the transportation of sewage from Stage I as described above to the sewage treatment plant mentioned in the foregoing. All additional costs of such connection or "tap in" shall be borne by any future stage of development, and the cost of maintaining such connection or "tap in" shall thereafter be allocated equitably as may be mutually agreed to by the respective boards of directors of the condominium as provided for in the By-Laws, Exhibit D of Stage I, and future stages sharing the said sewage treatment plant.

(d) Parking Easement: A perpetual, non-exclusive easement to use for the purposes of parking any and all parking spaces built or to be built in the future while using the facilities located in the area designated as Parcel No. 2BA in Exhibit "A" annexed to this Declaration.

(e) Restaurant, Bar and Commissary Easement: A perpetual non-exclusive easement to use the Restaurant,

Bar and Commissary as may be built for the needs of Estate Coakley Bay, located in Parcel 2BA, as shown on Exhibit "A" annexed to this Declaration.

(f) Pipes, Wires, Ducts, Cables, Conduits and Public Utility Lines: A perpetual non-exclusive easement to run pipes, wires, ducts, cables, conduits and public utility lines through Parcel 2BA as shown on Exhibit "A" annexed to this Declaration and through an area to be agreed upon by Developer and the Condominium and the right to enter at any time to maintain these utilities.

EASEMENTS RESERVED BY DEVELOPER:

The Developer, its successors and assigns, and future owners, hereby reserve the following easements, it being understood that the same may be further assigned by the Developer without any restriction whatsoever, in whole or in part, at any time, and from time to time:

(a) Roadway Easement: A perpetual non-exclusive easement of access and use of that portion of the thirty (30) foot wide roadway on Parcel 2BB as shown on Exhibit "A" annexed to this Declaration, which is located within the boundaries of the Property, which roadway is designated by "Road B" on a drawing prepared by Jack Pearson dated June 24, 1970, the area of which roadway is more particularly described above.

(b) Swimming Pool Easement and Other Recreational Facilities: A perpetual non-exclusive easement to use for swimming and sun bathing and other recreational

Parcel 2BA as shown on Exhibit "A" annexed to this Declaration, which Parcel is more particularly described above.

(c) Sewage Disposal Easement: A perpetual non-exclusive easement to connect or "tap in" from time to time, to the pipelines for sewage to be laid on the Property, for future stages of Estate Coakley Bay which future stages are presently planned by the Developer. All additional costs of such connection or "tap in" shall be borne by the Developer, its successors and assigns, and the cost of maintaining the said pipelines following such connection shall thereafter be allocated equitably as may be mutually agreed to by the respective Boards of Directors of the condominiums sharing the same.

(d) Utilities Easement: Perpetual non-exclusive easements and rights of way over the Property Parcel 2BA and 2BB as shown on Exhibit "A" annexed to this Declaration, 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.

(e) Right to Build: A perpetual right to build other structures and improvements for the benefit of Estate Coakley Bay and Developer in Parcel 2BA and 2BB as shown on Exhibit "A" annexed to this Declaration.

3. LAND AREA: The condominium land has an area of approximately 3.6604 acres and Parcel 2BA as shown on Exhibit "A" annexed to this Declaration corporate area has an area of approximately 1.6200 acres.

(a) The Developers hereby agree that at the conclusion of the construction and conveyance to purchasers of all apartment units in Stage I, and Stage II which will consist of a maximum of One Hundred Thirty (130) units, located generally to the West and South of Stage I and the corporate area, an undivided interest in the swimming pools, as hereinafter generally described, will be granted and conveyed to each apartment unit owner in accordance with each unit's respective percentage interest in the condominium areas and facilities of Stage I and Stage II.

The pool as aforesaid shall mean the physical pool situate in Parcel 2BA and an area extending five (5) feet from the pool along its perimeter and in addition such area upon which is physically located the pump house and filtration system, together with a reasonable convenient easement of access thereto.

The Developers further agree to furnish each owner, as soon as practicable, a recorded survey plan showing the dimensions of the aforesaid grant.

Further, in the event construction on Stage II has not started within five (5) years from the date of this Declaration, the conveyance as aforesaid shall be made to those unit owners in Stage I only.

area each. Buildings F and G contain two basement areas each. Building B contains no basement area.

5. IDENTIFICATION OF UNITS: Annexed hereto and made a part hereof as Exhibit "B" is a list of all units in the buildings, their unit designations, locations, approximate areas, number of rooms (all as shown on the floor plans of the building, certified by Carlos Saillant-Smith, Architect, intended to be filed in the Office of the Recorder of Deeds for St. Croix in St. Croix, Virgin Islands, simultaneously with the recording of this Declaration). All apartment units have immediate access to steps, ramps, pads and other common areas immediately adjacent to each building.

6. USE OF UNITS: Each of the buildings and units shall be used as a residence. Each condominium unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees, including guests under a lease or hotel plan which has been approved by the condominium with Coakley Bay Hotel Corporation, a Virgin Islands corporation.

7. 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 where walls and/or partitions separate such unit from other units, to 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

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.
- (e) All central and appurtenant installations for services such as power, light and 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.
 - (ii) The rainwater collection system, including cisterns and piping.
 - (iii) The potable water system, including pressure tanks, pumps and piping to individual units.
 - (iiii) All sewer line and conduits.

9. STATEMENT OF THE NUMBER OF LIMITED COMMON AREAS AND

FACILITIES: It is hereby declared that the condominium shall not have any limited common areas or facilities, as that term is defined in the Condominium Act of the Virgin Islands, Chapter 33, Title 28, Virgin Islands Code.

10. DETERMINATION OF UNDIVIDED SHARES IN COMMON AREAS AND

FACILITIES: The percentages of interest of the respective units 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 Condominium Stage I, 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 area 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.

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, cables, conduits, public utility lines and other common facilities located in any of the other units and serving the unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables, 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. Whenever any unit owner desires to sell, ~~xxxx~~ lease, or ~~to~~ surrender his unit to the Board of Directors, or, in the event any unit becomes the subject of a foreclosure or other judicial sale, such 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 such unit 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, provided, however, if an owner desires to sell his unit to a third party, the Board of Directors shall have a right of first refusal to purchase said unit at such price as the owner specifies and desires to sell and that such right shall be for a limited period not exceeding forty-five (45) days following the time that the owner gives notice in writing to a representative of the Board of Directors of his desire to sell and of the price at which he desires to sell said unit. This paragraph is not intended to violate any provision of the Virgin Islands Civil Rights Act.

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:

(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 Interests, 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. Ronald H. Tonkin, Attorney, 7 King Street, Christiansted, St. Croix, 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, 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 the 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 and running with the land and shall bind any person having at any time any interest or estate in such unit, as

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 percent (75%) 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. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds for St. Croix, Christiansted, St. Croix, U.S. Virgin Islands. Notice to purchasers of amendment by certified mail and any nonreply within fourteen (14) days is an acceptance.

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 destruction by the vote of at least seventy-five percent (75%) 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.

Condominium Act of the Virgin Islands. Common expenses shall include the proportion of expenses of maintaining all common areas and all areas in Parcel 2BA as shown on Exhibit "A" annexed to this Declaration, including the maintenance and operation of the sewage treatment facilities, which includes, treatment plant, pumping stations, all appurtenant piping thereto and therefrom, holding tanks and other appurtenant facilities and accessories, excluding the Restaurant and the Commissary facilities in common with other condominiums to be built by Developer. In addition, the expenses of maintenance of the Administration Building situate in Parcel 2BA shall be likewise excluded, provided that the Condominium shall pay rental based on comparable rates established in St. Croix for the areas used for the benefit of the Condominium as determined by the Board of Directors. The Condominium shall have a lien on each condominium unit for any unpaid assessments, as provided by the Condominium Act of the Virgin Islands, which lien shall also secure reasonable attorneys' fees incurred by the Condominium incident to the collection of any such assessment or enforcement of such lien.

In connection with the foreclosure of a lien against a unit owner, such unit owner shall be required to pay a reasonable rental (as determined by the Directors) for the condominium parcel, and the Condominium shall be entitled to the appointment of a Receiver to collect same.

(a) All monies collected by the Condominium shall be treated as a separate fund of the said Condominium, and such monies may be applied by the Condominium to the payment of any expenses of operating and managing the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and its By-Laws, and as the monies for

Although all funds and other assets of the Condominium and any increments thereto or profits derived therefrom or from the leasing or use of common areas and facilities, shall be held for the benefit of the members of the Condominium, no member of said Condominium shall have the right to assign, hypothecate, pledge or transfer his membership interest therein, except as an appurtenance to his condominium unit. When the owner of a condominium unit shall cease to be a member of the Condominium by reason of the divestment of his ownership, by whatever means, the Condominium shall not be required to account to such owner for any share of the funds or assets of Condominium, or which may have been paid to Condominium by such owner, as all monies which any owner has paid to Condominium shall be and constitute the assets of the Condominium which may be used in the operation and management of the Condominium.

(b) No owner of a condominium unit may exempt himself from liability for any assessment levied against such owner and his condominium unit by waiver of the use or enjoyment of any of the common areas and facilities, or by abandonment of the condominium unit or by any other means.

(c) The lien herein granted to the Condominium shall be effective from and after the time of recording in the records of the Recorder of Deeds, Office of the Government Secretary, Christiansted, St. Croix, a claim of lien stating the description of the Condominium unit encumbered thereby, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are then due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances

hereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit representing an apportionment of taxes or special assessment levied by taxing authorities against the Condominium in its entirety.

In the event a condition exists which may endanger the property of other condominium owners or the common areas and it becomes necessary to make emergency repairs to said condominium units or replacement of equipment in said unit, the owner of such condominium unit shall be liable and pay for the said repairs or replacements of said condominium units or equipment.

20. INSURANCE. The lien reserved to the Condominium securing its assessment payment as provided in Paragraph 19 above shall be deemed a mortgage for the purpose of this paragraph.

The Condominium, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, including Parcel No. 2BA as shown on Exhibit "A" annexed to this Declaration except the Restaurant and Commissary area, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsements; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier. The policy shall be purchased in the name of the Condominium for the benefit of the Condominium, the unit owners, and their mortgages as their interests may appear, and provisions shall be made for the issuance of mortgage endorsements to the mortgagees of the respective units.

In the event of loss, the Condominium shall use the net insurance proceeds to repair and replace damage to real or personal property covered by the policy, with any excess to be

in accordance with the plans and specifications for the original building prepared by Carlos Saillant-Smith, said plans being on file with the Department of Public Works in St. Croix, Virgin Islands.

If the insurance proceeds are insufficient to cover the loss, the Condominium shall levy an assessment against the unit owners in accordance with this Declaration to cover any deficiency.

In the event the common areas are totally destroyed or damaged, or in the event that said common areas are damaged or destroyed in excess of fifty percent (50%) of their then value, the common elements shall nevertheless be rebuilt as heretofore provided, unless seventy-five percent (75%) of all unit owners shall elect within thirty (30) days not to rebuild, in which event the Condominium shall be terminated, and the insurance proceeds shall be disbursed to the unit owners and their mortgagees as their interests may appear.

In addition to the above and foregoing insurance, the Condominium, through its Board of Directors, shall purchase and keep in effect a comprehensive public liability policy, insuring the Condominium, its Board of Directors, Officers and unit owners against possible liabilities arising out of the use of the common elements and units. Said policy shall be in an amount of not less than \$100,000.00/\$300,000.00 personal injury and \$25,000.00 property damage.

The Condominium further shall, if required by law, carry Workmen's Compensation Insurance Policy, which policy will comply with the requirements of the laws of the Virgin Islands.

Condominium parcel owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

21. APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT AGAINST THE CONDOMINIUM AS A WHOLE. In the event that any taxing authority having jurisdiction over the Condominium shall levy or assess any tax or special assessment against the Condominium as a whole as opposed to levying and assessing such tax or special assessment in common areas and facilities as now provided by law, then such tax or special assessment so levied shall be paid as a common expense by the Condominium and any taxes or special assessments which are to be so levied shall be included, wherever possible, in the estimated annual budget of the Condominium, or shall be separately levied and collected as an assessment by the Condominium against all of the owners of all condominium units and said condominium units if not included in said annual budget. The amount of any tax or special assessment paid or to be paid by the Condominium in the event that such tax or special assessment is levied against the Condominium as a whole instead of against each separate condominium unit and its appurtenant undivided interest in common areas and facilities shall be apportioned among the owners of all condominium units so that the amount of such tax or special assessment so paid or to be paid by the Condominium and attributable to and to be paid by the owner or owners of each condominium unit shall be that portion of such total tax or special assessment which bears the same ratio to said total tax or special assessment as the undivided interest in the common areas and facilities appurtenant to each condominium unit bears to the total undivided interest in

COMMON AREAS AND FACILITIES

In the event that any tax or special assessment shall be levied against the Condominium in its entirety, without apportionment by the taxing authority to the condominium units and appurtenant undivided interests in common areas and facilities, then the assessment by the Condominium, which shall include the proportionate share of such tax or special assessment attributable to each condominium unit and its appurtenant undivided interest in common areas and facilities, shall separately specify and identify the amount of such assessment attributable to such tax or special assessment, and the amount of such tax or special assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any condominium unit and its appurtenant undivided interest in common areas and facilities, regardless of the date of the attachment or recording of such mortgage or encumbrance, to the same extent as though such tax or special assessment had been separately levied by the taxing authority upon each condominium unit and its appurtenant undivided interest in common areas and facilities.

All personal property taxes which may be levied or assessed against personal property owned by the Condominium shall be paid by the Condominium and shall be included as a common expense in the annual budget of the Condominium.

22. RESTRICTION AGAINST SUBDIVIDING OF CONDOMINIUM UNITS
AND SEPARATE CONVEYANCE OF APPURTENANT COMMON AREAS AND FACILITIES.

No condominium unit may be divided or subdivided into smaller dwelling units than as shown on Exhibit "B" annexed to this Declaration. The undivided interest in the common areas and facilities declared to be an appurtenance to each condominium unit shall not be conveyed, devised, encumbered, or otherwise

undivided interest in common areas and facilities appurtenant to each condominium unit shall be deemed conveyed, devised, encumbered or otherwise included with the condominium unit even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon, a condominium unit, shall be null, void and of no effect insofar as the same purports to affect any interest in a condominium unit and its appurtenant undivided interest in common areas and facilities, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire condominium unit. Any instrument conveying, devising, encumbering or otherwise dealing with any condominium unit which describes the condominium unit by the Unit Number assigned thereto in Exhibit "B" annexed to this Declaration without limitation or expectation, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common areas and facilities. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common areas and facilities by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

23. USE OF COMMON AREAS AND FACILITIES SUBJECT TO RULES OF THE CONDOMINIUM. The use of common areas and facilities by the owner or owners of all condominium units, and all other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and

24. RESTRICTIONS ON INTERFERENCE WITH DEVELOPER. Until the Developer has completed and sold all of the condominium units, including those which may be subsequently constructed, neither the condominium unit owners nor the Condominium nor the users of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the condominium units.

25. RIGHT OF ENTRY INTO CONDOMINIUM UNITS IN EMERGENCIES. In case of any emergency originating in or threatening any condominium unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such condominium unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each condominium unit, if required by the Condominium, shall deposit under the control of the Condominium a key to such condominium unit.

26. RIGHT OF ENTRY FOR MAINTENANCE OF COMMON AREAS AND FACILITIES. Whenever it is necessary to enter any condominium unit for the purpose of performing any maintenance, alterations or repair to any portion of the common areas and facilities, the owner of each condominium unit shall permit other owners or their representatives, when authorized by Condominium or the duly constituted and authorized agent of the Condominium, to enter such condominium unit, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

names of the owners of all of the condominium units; and in the event of the sale or transfer of any condominium unit to a third party, the purchaser or transferee shall notify the Condominium in writing of his interest in such condominium unit together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any condominium unit. Further, the owner of each condominium unit shall at all times notify the Condominium of the names of the parties holding any mortgage or mortgages on any condominium unit, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any condominium unit may, if he so desires, notify the Condominium of the existence of any mortgage or mortgages held by such party on any condominium unit, and upon receipt of such notice, the Condominium shall register in its records all pertinent information pertaining to the same.

28. NOTICE OF LIEN OR SUIT.

(a) A condominium unit owner shall give notice to the Condominium of every lien upon his condominium unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the attaching of a lien. Failure to comply with this paragraph will not affect the validity of any judicial sale.

(b) Notice shall be given to the Condominium of every suit or other proceeding which may affect the title to his condominium unit within five (5) days after the condominium unit owner receives knowledge thereof.

29. REMEDIES IN EVENT OF DEFAULT. The owner or owners of each condominium unit shall be governed by and shall comply with the provisions of this Declaration of Condominium, and its By-Laws, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any condominium unit shall entitle the Condominium or the owner or owners of other condominium units or unit to the following relief:

(a) Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the By-Laws, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Condominium or, if appropriate, by an aggrieved owner of a condominium unit.

(b) The owner or owners of each condominium unit shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Condominium. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a condominium unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver

default by the owner of any condominium unit, the Condominium, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.

(d) The failure of the Condominium or of the owner of a condominium unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above-mentioned document, shall be deemed to be cumulative, and the exercise of any one or more shall preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

(e) The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above-mentioned document shall not constitute waiver of its right to thereafter enforce such right, provision, covenant, or condition in the future.

30. USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM. All present or future owners, tenants, or any other person who might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration of Condominium and the mere act of occupancy of any condominium unit shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

31. BY-LAWS. Annexed hereto as Exhibit "D" is a true copy of the By-Laws governing the administration of the Property.

effect as if such an invalid provision had never been included herein.

33. 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.

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

35. NOTICE. Where unit owners have been notified by certified mail and no response from the unit owners has been received within twenty (20) days of the receipt of said certified mail, the Board of Directors shall have the power of attorney to vote said share or shares as they see fit in their own judgment.

36. 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 Developer has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this 15th day of July, 1970.

WITNESSES:

Michael A. [Signature]
Mary [Signature]

COAKLEY BAY DEVELOPMENT CORPORATION
(Developer)

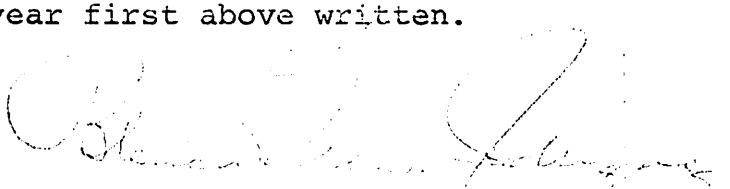
By: [Signature] - President

ATTEST: [Signature]
Asst. Secretary - [Signature]

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) ss:

On this 8th day of July, 1980, before me, the undersigned officer, personally appeared ALTON, who acknowledged himself to be the President of COAKLEY BAY DEVELOPMENT CORPORATION, the corporation described in the foregoing instrument on behalf of the corporation by signing his name thereto as President.

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




Notary Public

TERRITORY OF THE VIRGIN ISLANDS)
DISTRICT OF ST. CROIX) ss:

On this 8th day of July, 1980, before me, the undersigned officer, personally appeared ALTON, who acknowledged himself to be the President Secretary of COAKLEY BAY DEVELOPMENT CORPORATION, the corporation described in the foregoing instrument on behalf of the corporation by signing his name thereto as President.

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

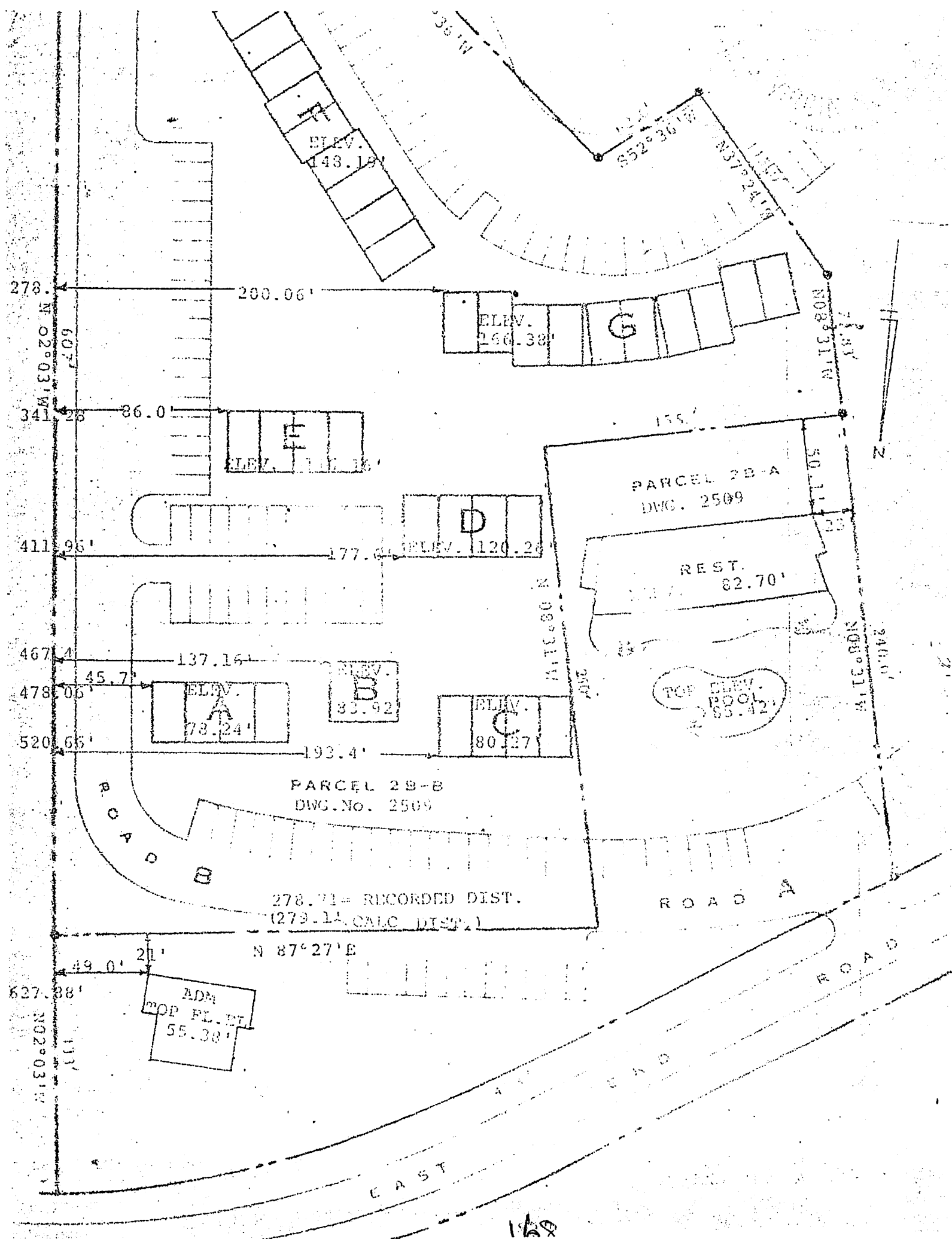


Notary Public

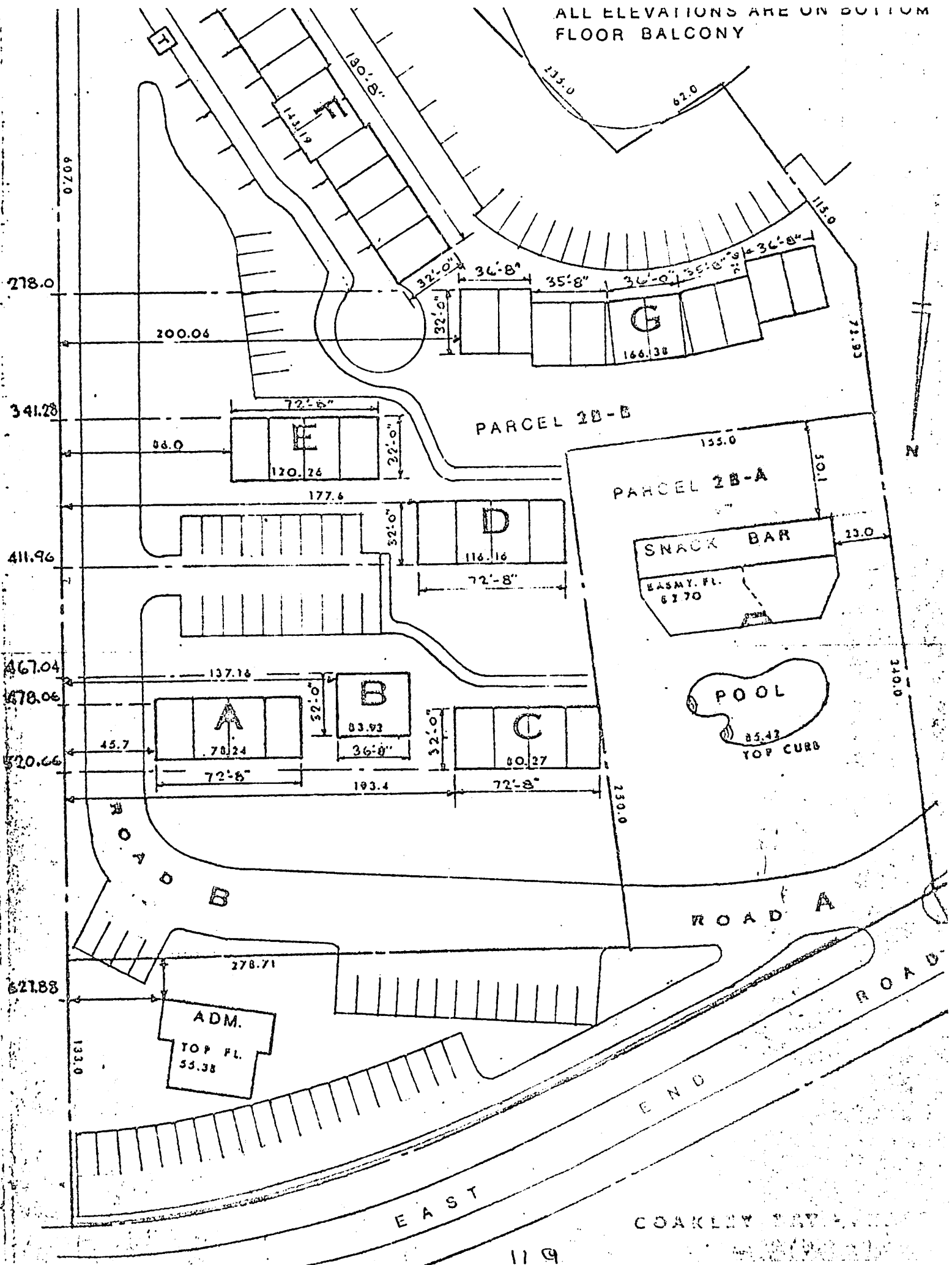
I HEREBY CERTIFY THAT ALL ELEVATIONS ARE FROM U. S.
GEOLOGICAL SURVEY DATUM PLANE OF MEAN SEA LEVEL AND
THAT ALL MEASURES ARE U. S. ON THE ATTACHED SURVEY.

Jack B Pearson
JACK B. PEARSON
LICENSED SURVEYOR





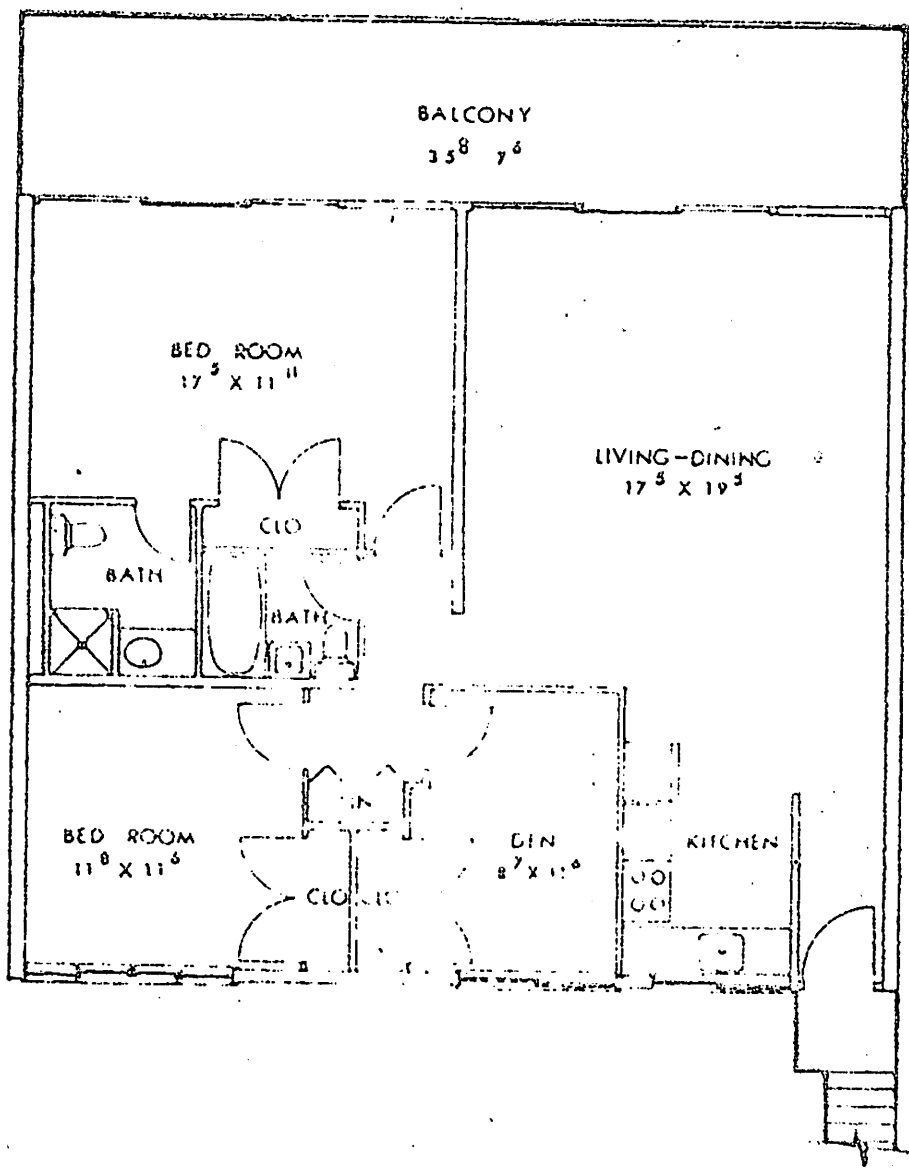
ALL ELEVATIONS ARE ON BOTTOM FLOOR BALCONY



C E R T I F I C A T I O N

The enclosed plans are an accurate copy of portions of the plans of the buildings as filed with and approved by the Department of Public Works, Christiansted, St. Croix, U. S. Virgin Islands.


CARLOS R. SAILLANT-SMITH,
Licensed Architect
Number A-130



UNIT
TYPE
E-A
3 BEDROOM

[illegible]

BLDG. F

11	HA	12	EA	13	FA	14	FA	15	GA
1	2	3	4	5	6	7	8	9	10
AA	BB	AB	BB	AB	BB	AB	BB	AB	BA

BLDG. G

5	6	7	8
DA	CB	DB	CA
1	2	3	4
AA	BB	AB	BA

BLDG. E

5	FB	6	ED
1	2	3	4
AA	BB	AB	BA

BLDG. D

5	6	7	8
DA	CB	DB	CA
1	2	3	4
AA	BB	AB	BA

BLDG. A

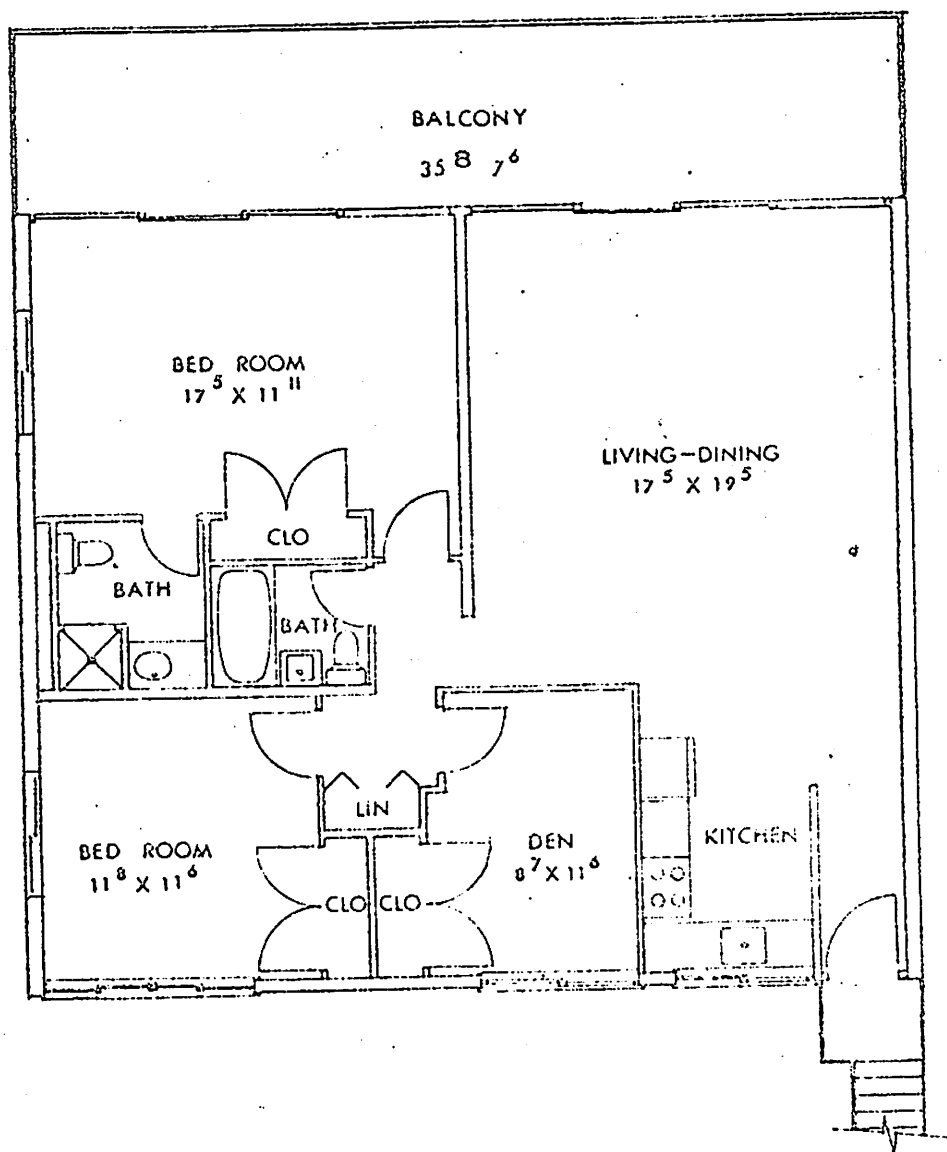
3	EC
2	EB
1	GB

BLDG. B

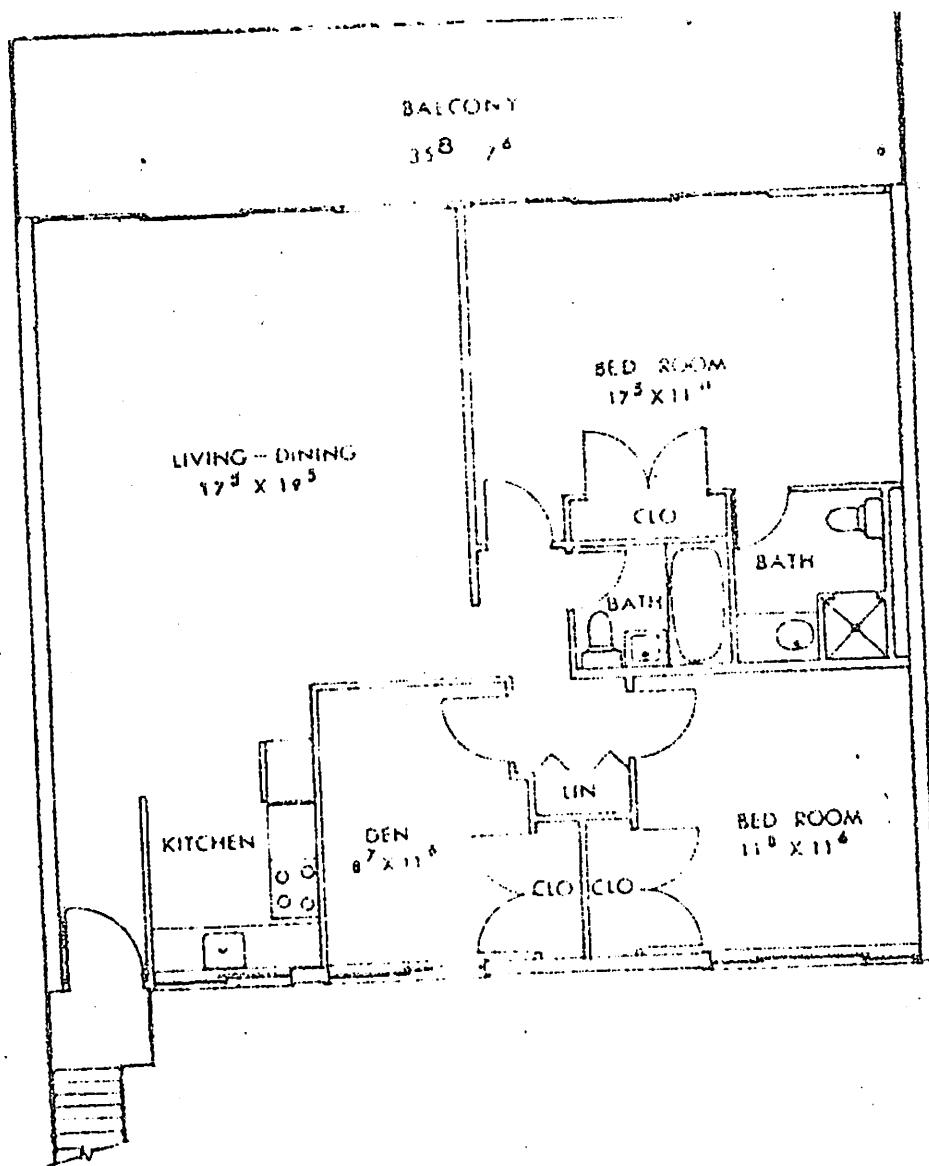
5 FB		6 ED	
1	2	3	4
AA	BB	AB	BA

BLDG. C

CONDOMINIUM UNIT TYPE DESIGNATIONS FOR PHASE I
SEE UNIT LAYOUT NEXT PAGE

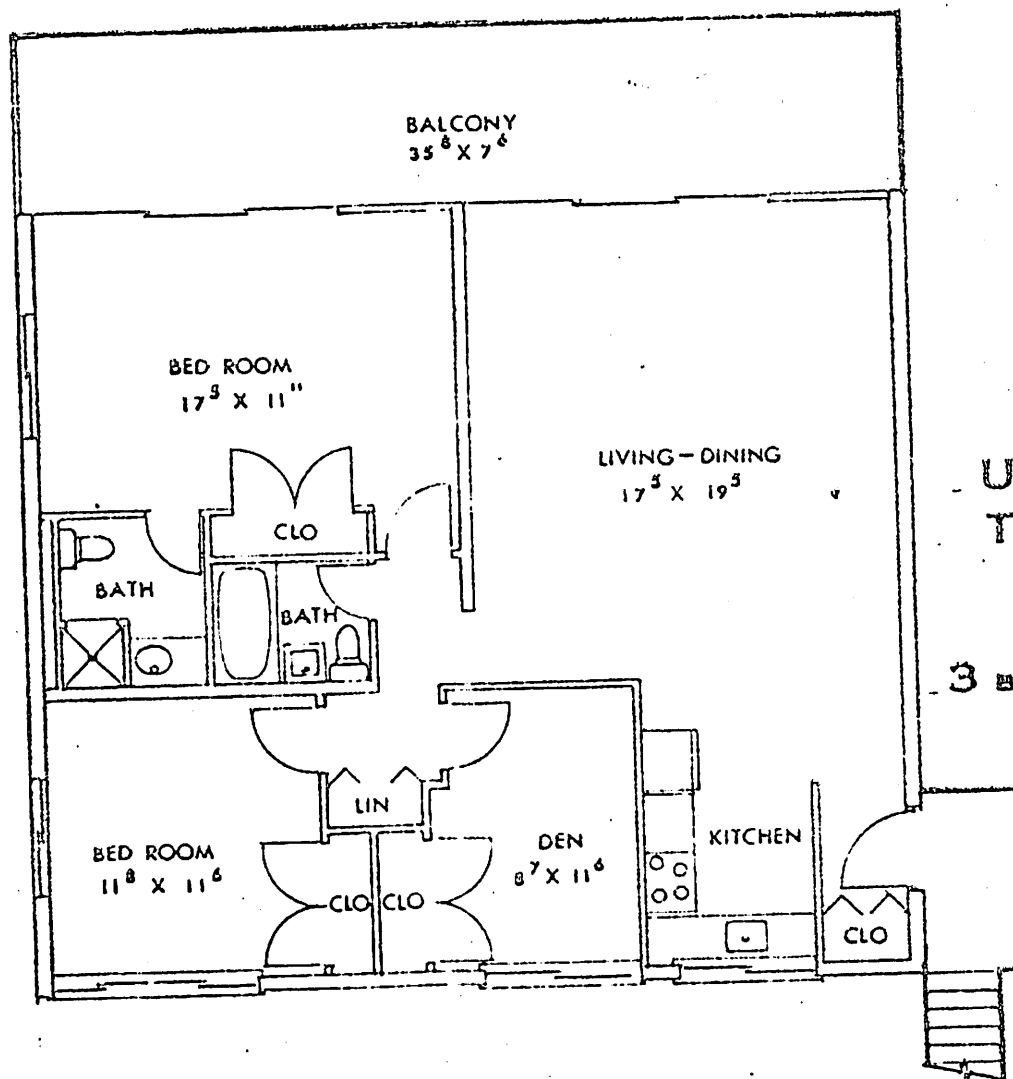


UNIT
TYPE
E.D
3 BEDROOM

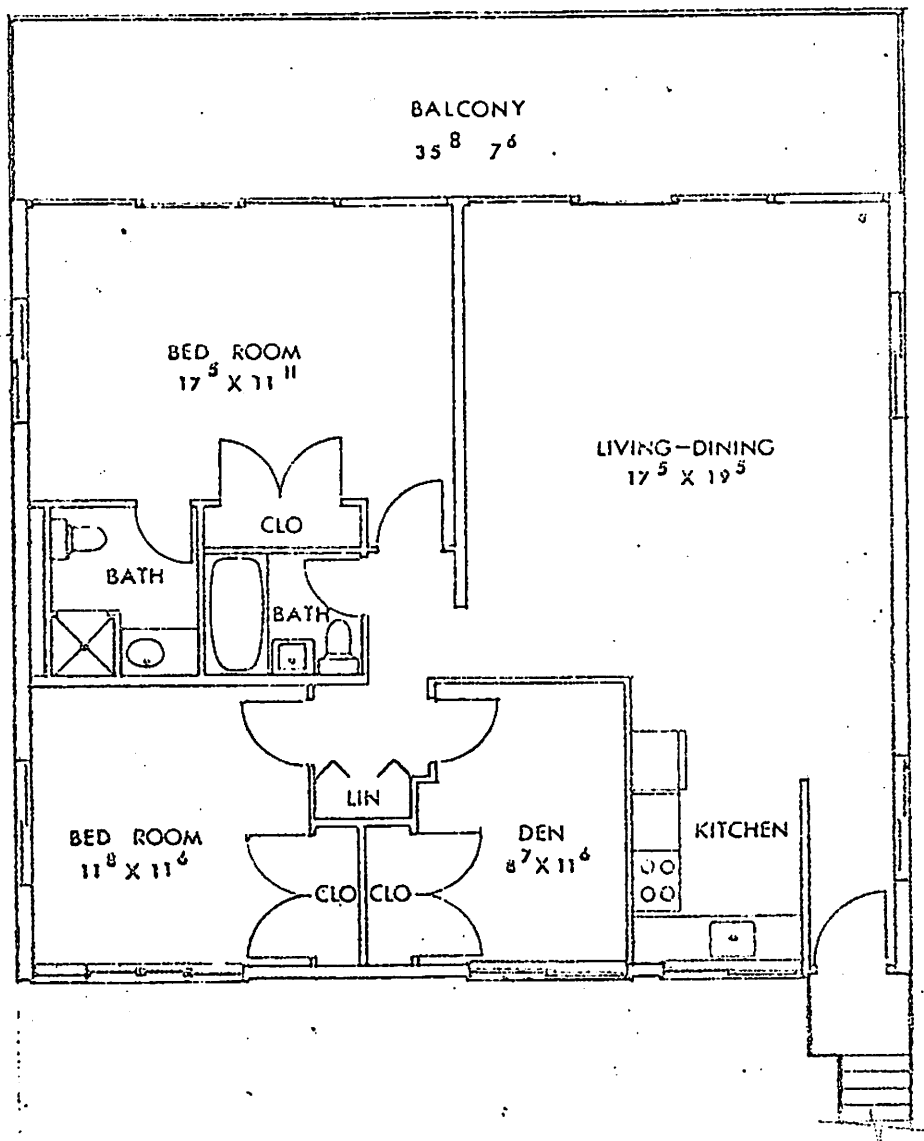


UNIT
TYPE
F.A
3 BEDROOM

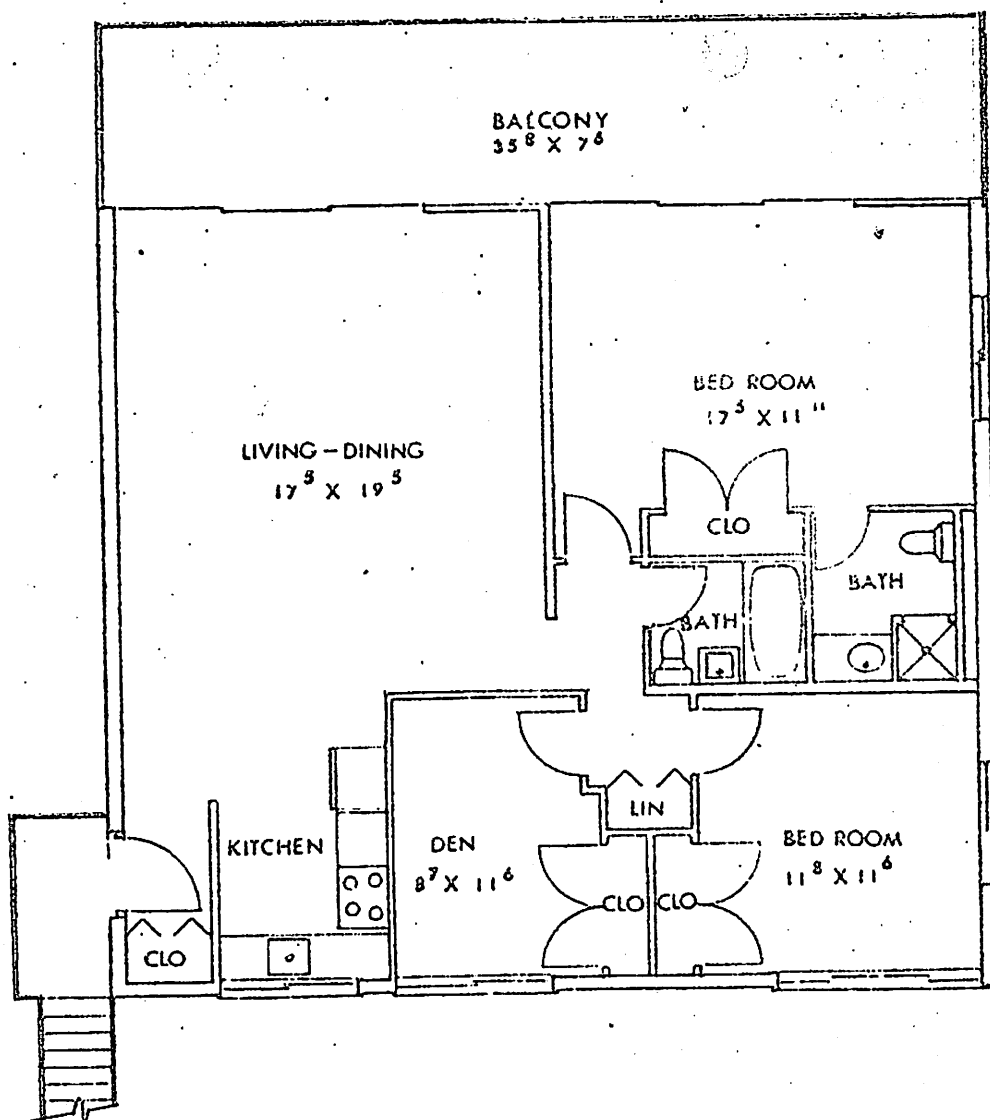
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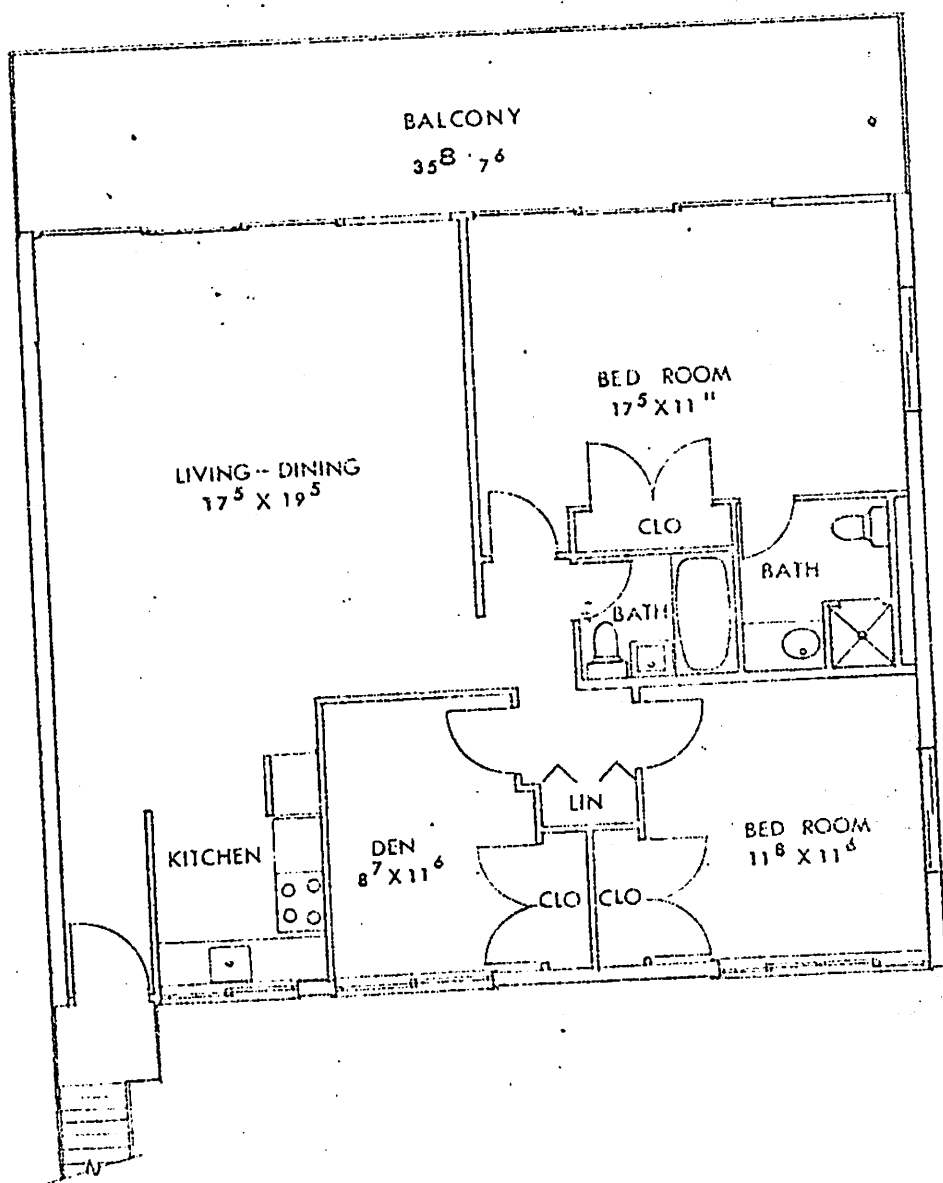
UNIT
TYPE
G-A
3 BEDROOM



MIDDLE
UNIT
TYPE
E.B
3 BEDROOM

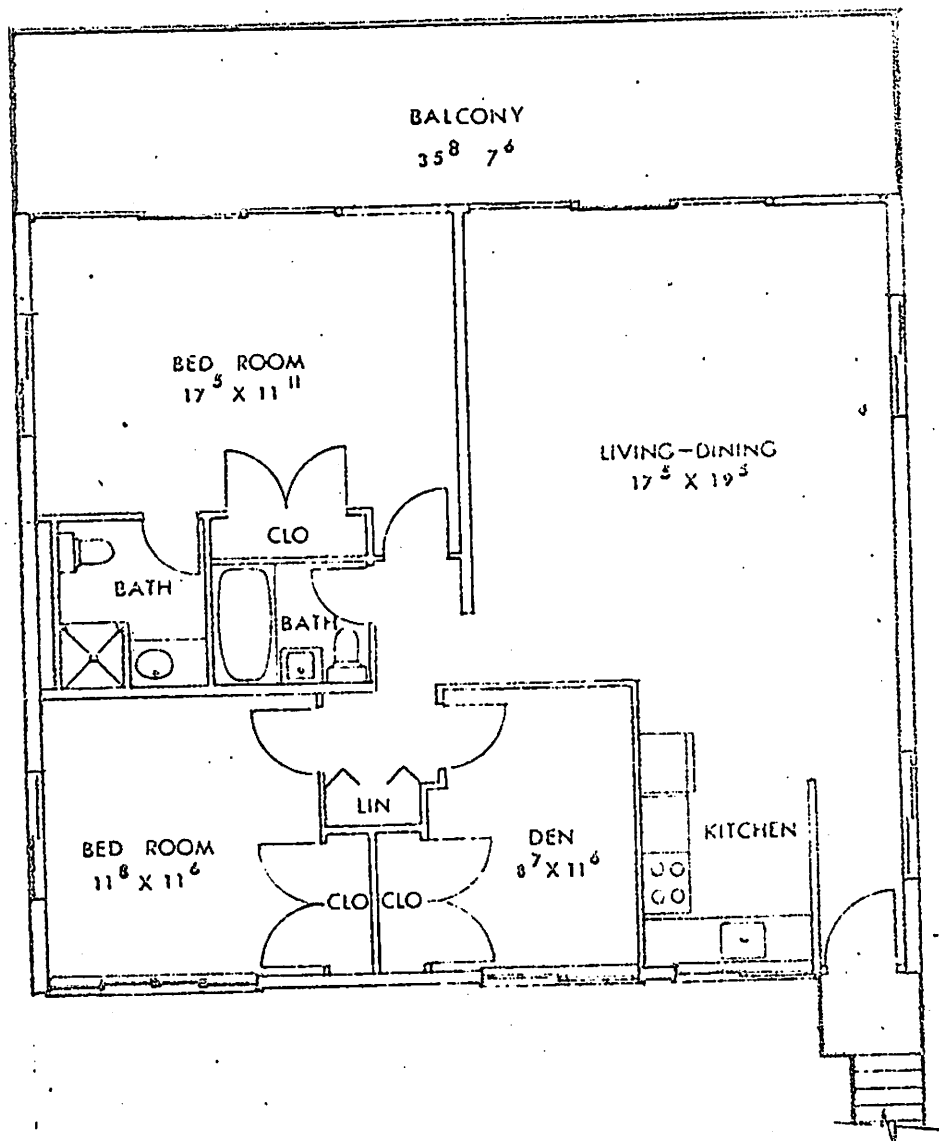


UNIT
TYP
H.A
3 BEDROOM

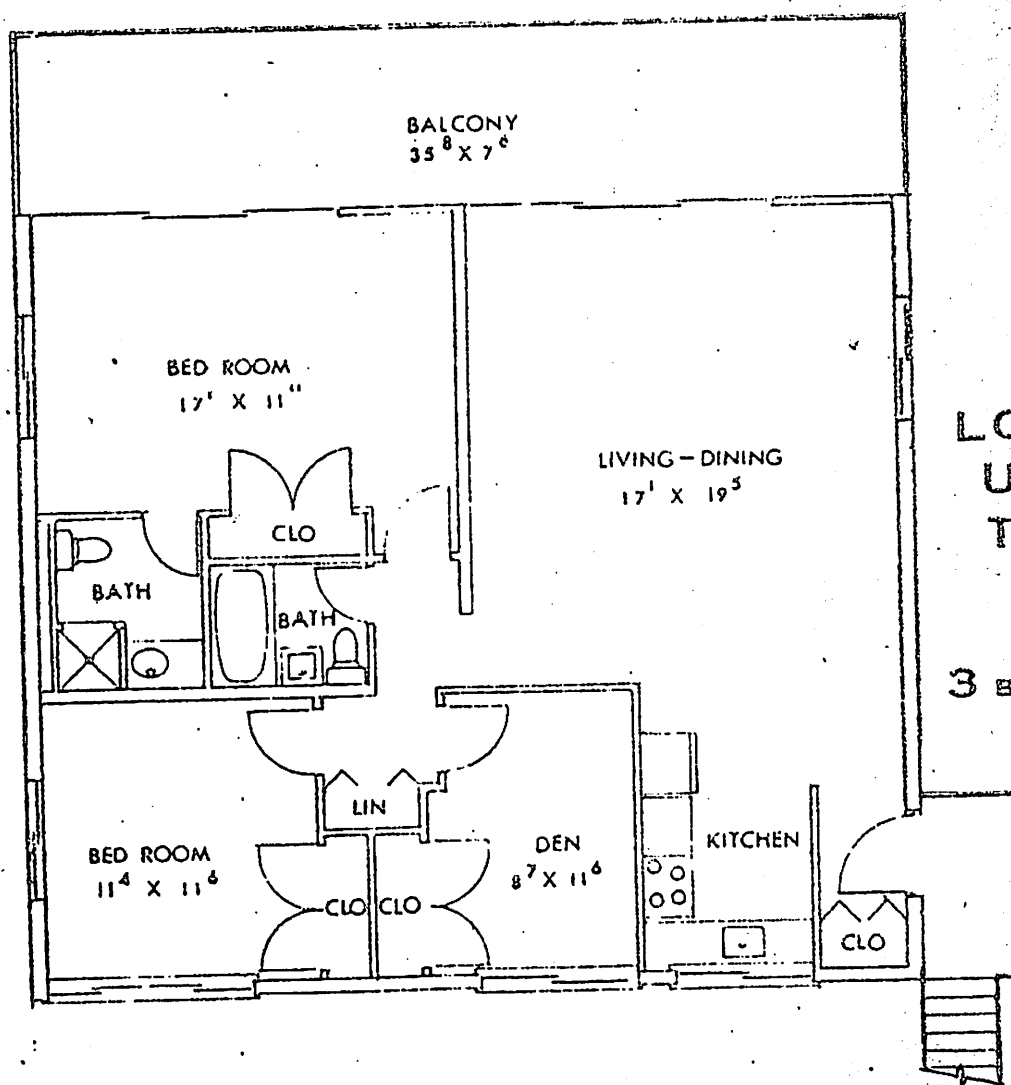


UNIT
TYPE
F.B
3 BEDROOM

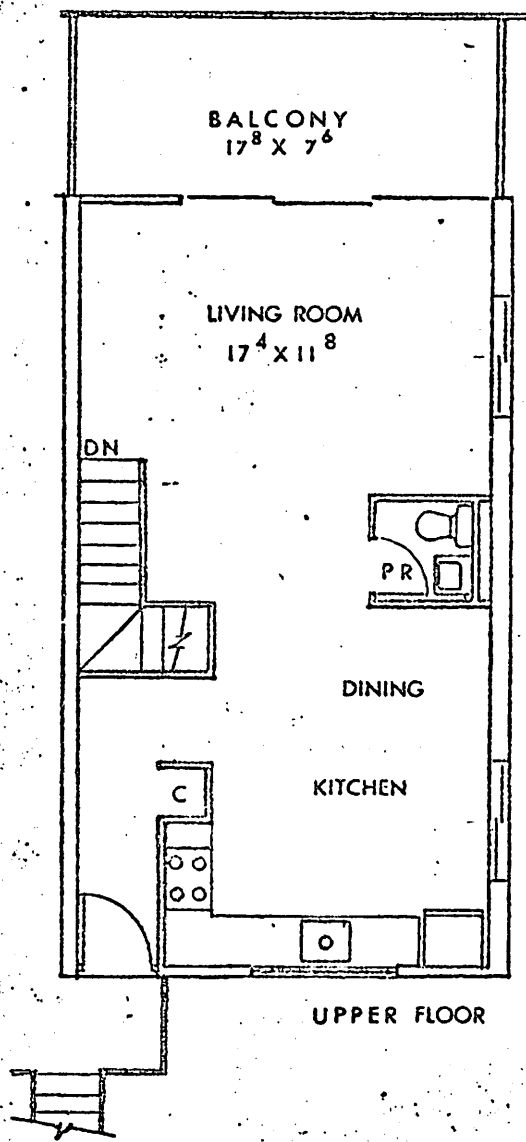
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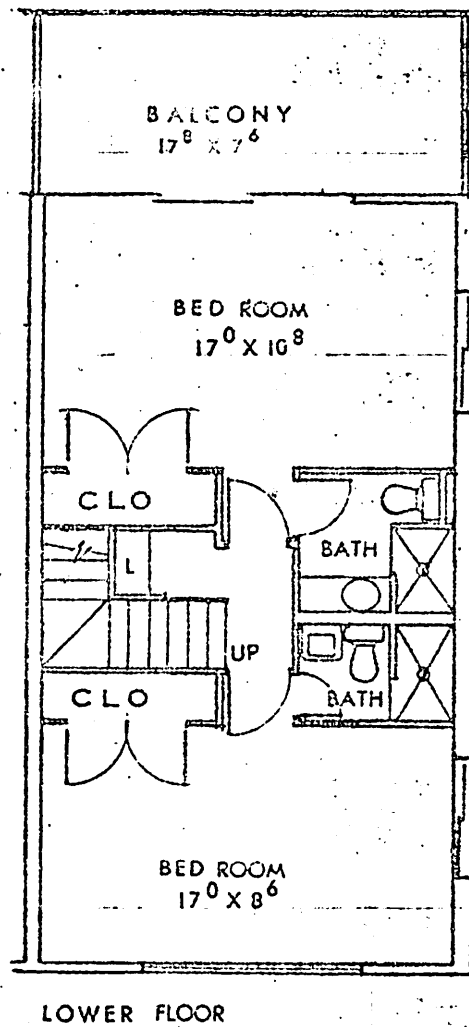
UNIT
TYPE
E.C
3 BEDROOM

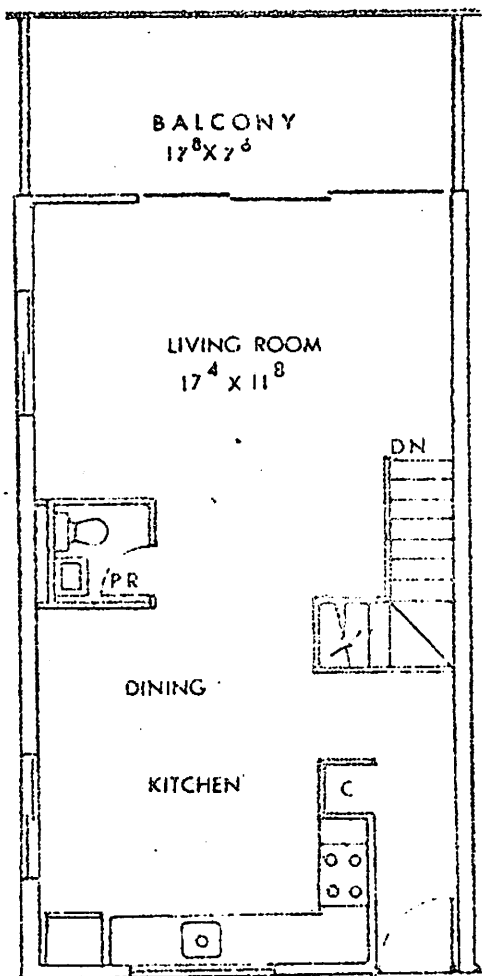


LOWER
UNIT
TYPE
G.B
3 BEDROOM



LOWER
UNIT
TYPE
A.A
2 BEDROOM





BALCONY
17⁸ X 7⁶

LIVING ROOM
17⁴ X 11⁸

DN

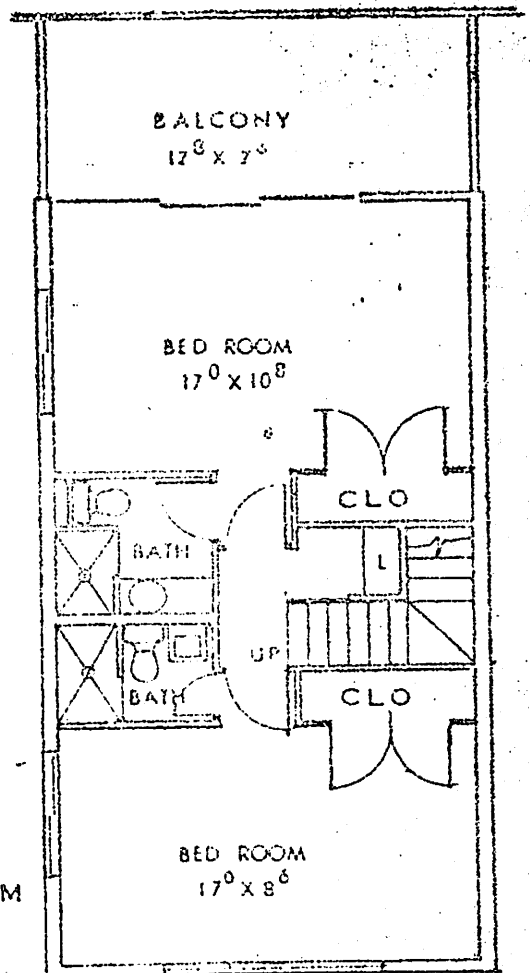
DINING

KITCHEN

C

UPPER FLOOR

LOWER
UNIT
TYPE
B-A
2 BEDROOM



BALCONY
17⁸ X 7⁶

BED ROOM
17⁰ X 10⁸

BATH

BATH

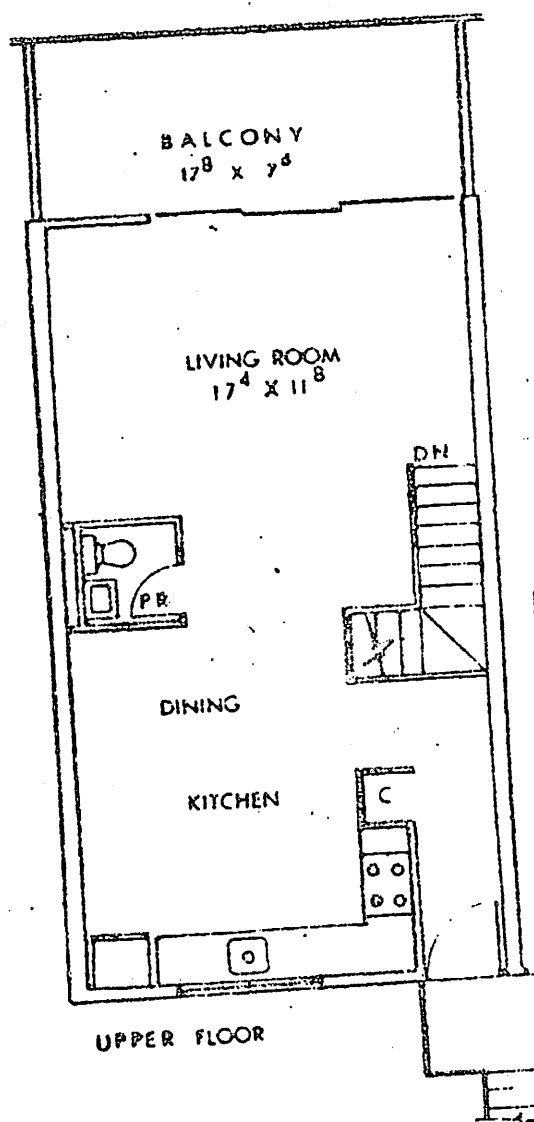
CLO

UP

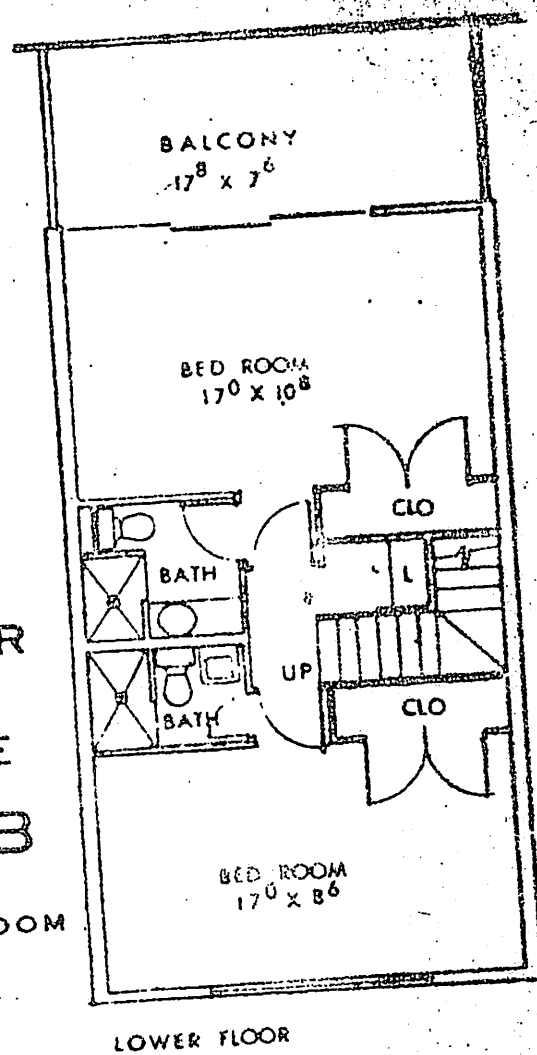
CLO

BED ROOM
17⁰ X 8⁶

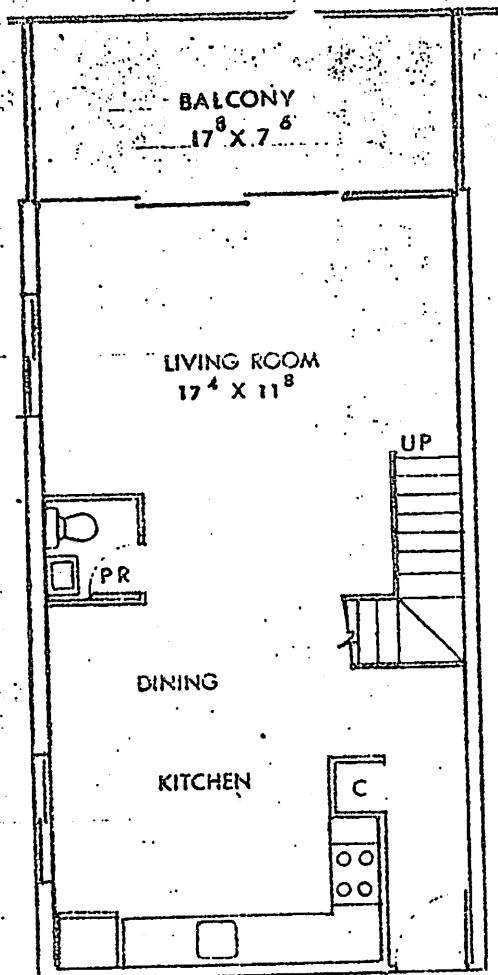
LOWER FLOOR



LOWER
UNIT
TYPE
B·B
2 BEDROOM

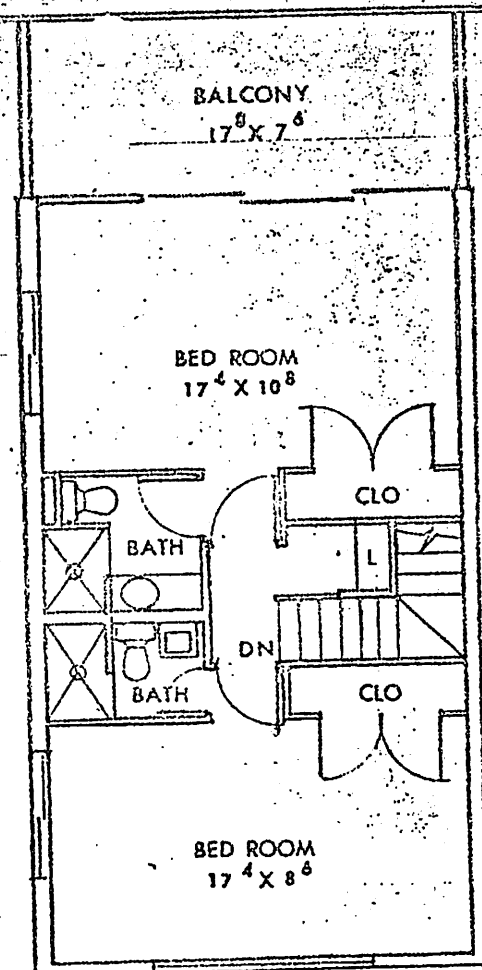


EXHIBIT



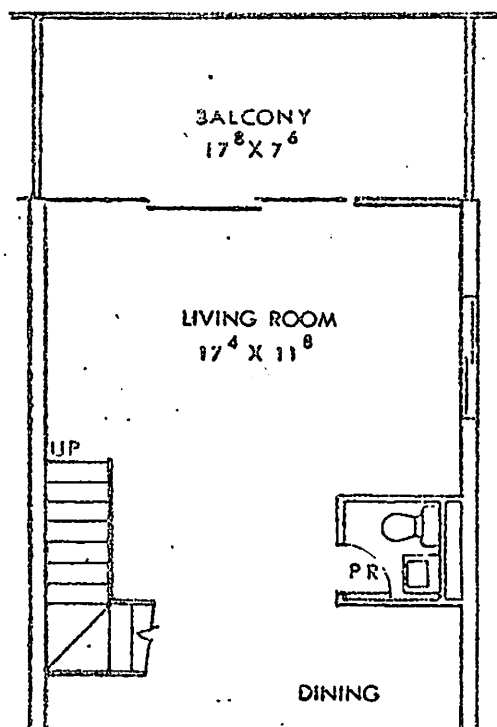
LOWER FLOOR

UPPER
UNIT
TYPE
C-A
2 BEDROOM

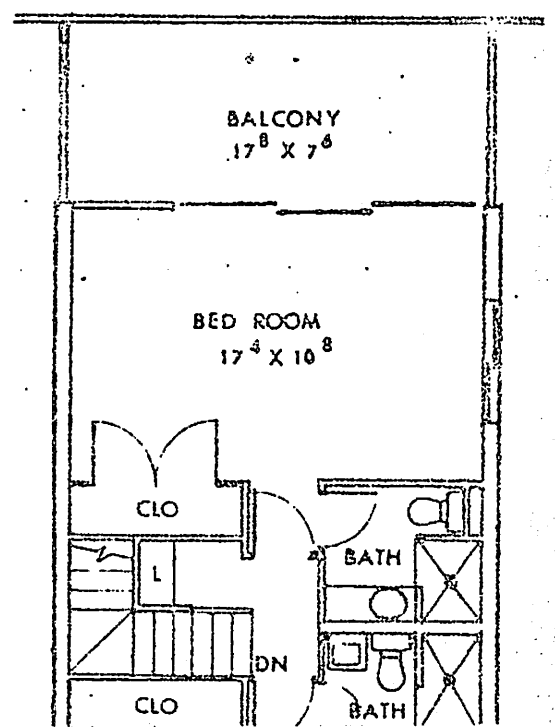


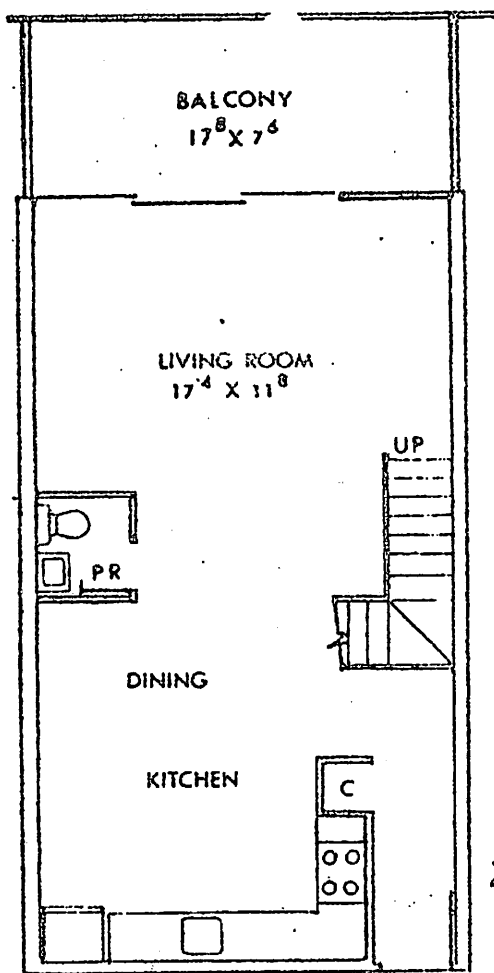
UPPER FLOOR

EXHIBIT



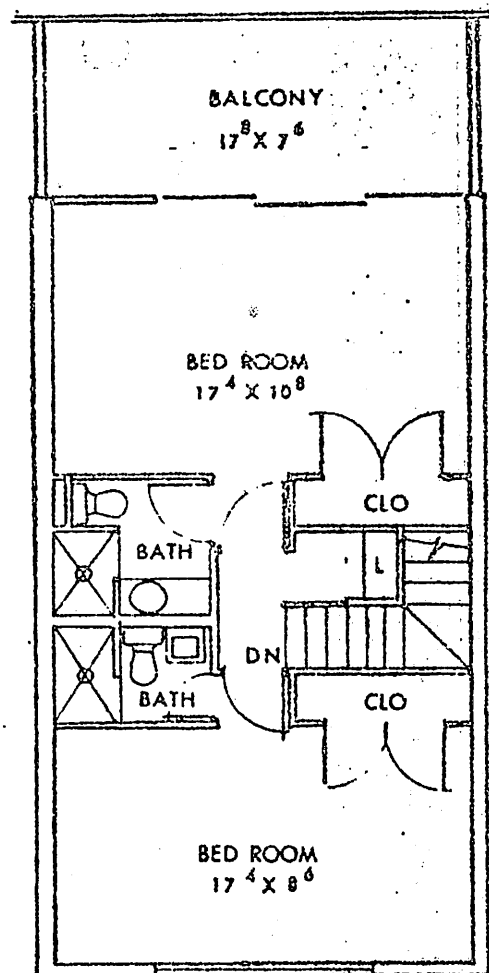
UPPER
UNIT

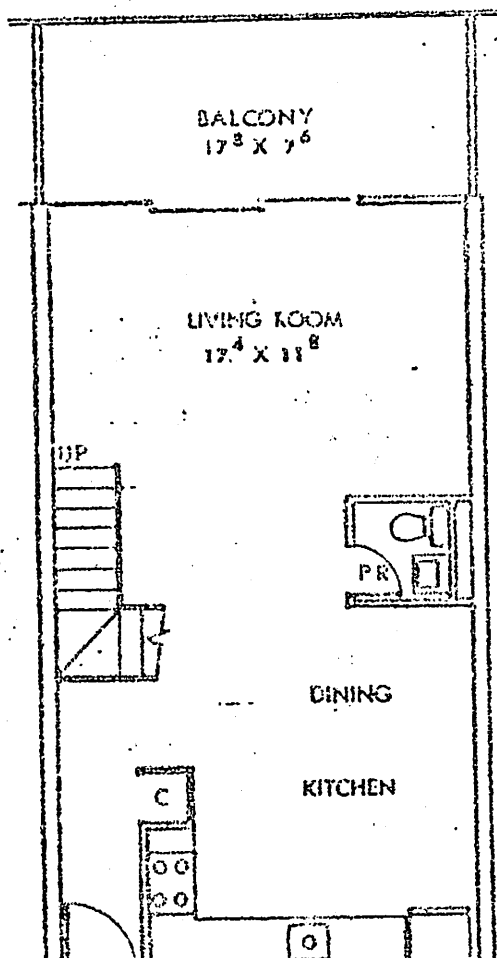




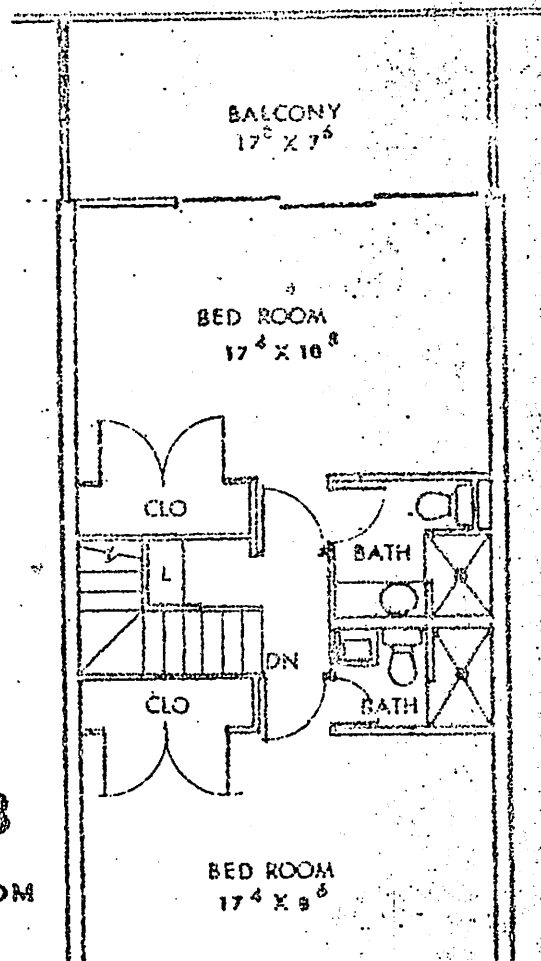
UPPER
UNIT
TYPE
D.B

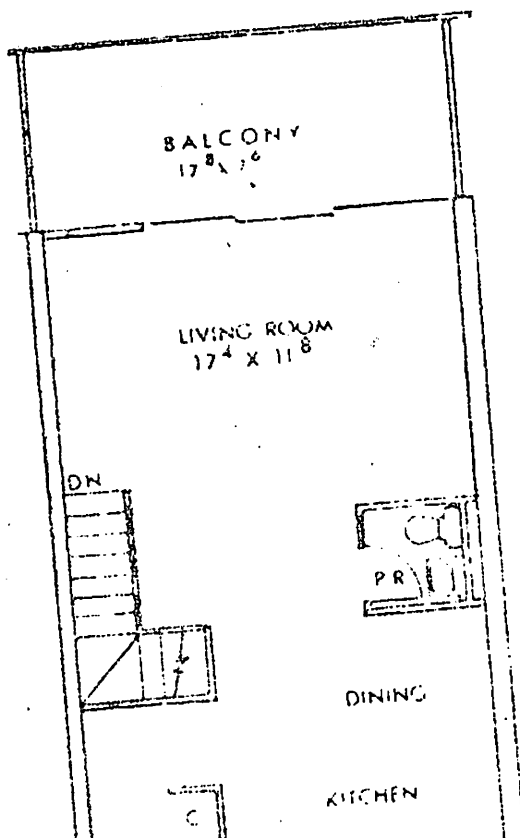
2 BEDROOM



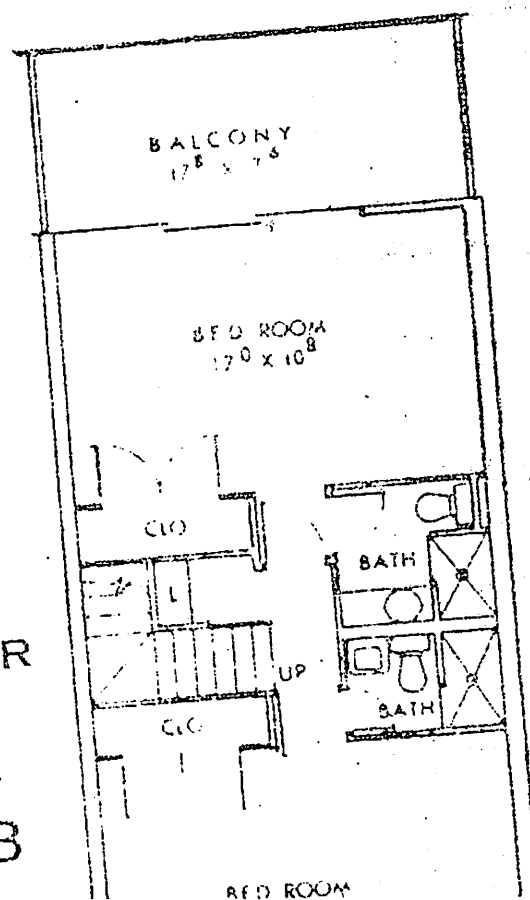


UPPER
UNIT
TYPE
C.B
2 BEDROOM





LOWER
UNIT
TYPE
A·B



F - Foyer BR - Bedroom DA - dining area
LR - Living Room K - Kitchen B - Bath
 BL - Balcony

<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of rooms</u>
1	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A ground floor	1422	9
2	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A ground floor	1422	9
3	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A ground floor	1422	9
4	2 bedroom apt. (F, LR, 2Br, K, DA, 3B, 2BL)	Building A ground floor	1422	9
5	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A upper floor	1422	9
6	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A upper floor	1422	9
7	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building A ground floor	1422	9

	<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of rooms</u>
10.	2	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building B Middle floor	1422	9
11.	3	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building B upper floor	1422	9
12.	1	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building C Ground	1422	9
13.	2	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building C Ground floor	1422	9
14.	3	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building C Ground floor	1422	9
15.	4	2 bedroom apt. (F, LR, 2BR, F, DA, 3B, 2BL)	Building C Ground floor	1422	9
16.	5	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building C Upper floor	1422	9

	<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of Rooms</u>
20.	3	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building D Ground floor	1422	9
21.	4	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building D Ground floor	1422	9
22.	5	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building D Upper floor	1422	9
23.	6	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building D Upper floor	1422	9
24.	1	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building E Ground floor	1422	9
25.	2	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building E Ground floor	1422	9
26.	3	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building E Ground floor	1422	9
27.	4	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building E Ground floor	1422	9

	<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of rooms</u>
31.	8	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building E Upper floor	1422	9
32.	1	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
33.	2	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
34.	3	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
35.	4	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
36.	5	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
37.	6	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
	7	2 bedroom apt.	Building F		

	<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of rooms</u>
41.	10	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building F Ground floor	1422	9
42.	11	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building F Upper floor	1422	9
43.	12	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building F Upper floor	1422	9
44.	13	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building F Upper floor	1422	9
45.	14	3 bedroom apt. (F, LR, 3BR, K, DA, 2B)	Building F Upper floor	1422	9
46.	15	3 bedroom apt. (F, LR, 3BR, K, DA, 2B, BL)	Building F Upper floor	1422	9
47.	1	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building C Ground floor	1422	9
48.	2	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building C Ground floor	1422	9

Building C

	<u>Apt. No.</u>	<u>Type</u>	<u>Location</u>	<u>App. Enclosed area in sq. ft.</u>	<u>No. of rooms</u>
52.	6	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL, RP)	Building G Ground floor	1422	9
53.	7	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building G Ground floor	1422	9
54.	8	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building G Ground floor	1422	9
55.	9	2 bedroom apt. (F, LR, 2BR, K, DA, 3B, 2BL)	Building G Ground floor	1422	9
56.	10	2 bedroom apt. (F, LR, 2BR, K, DA, 2B, 2BL)	Building G Upper floor	1422	9
57.	11	3 bedroom apt. (F, LR, 3BR, K, DA, 2B)	Building G Upper floor	1422	9
58.	12	3 bedroom apt. (F, LR, 3BR, K, DA, 2B)	Building G Upper floor	1422	9

EXHIBIT C
VALUE OF APARTMENTS AND PROPERTY
AND PERCENTAGES IN THE COMMON AREAS AND FACILITIES

The value of the property and of each apartment, and the percentages 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: \$3,176,750.00

Total number of units listed below: 61 units

	<u>Building No.</u>	<u>Apt. No.</u>	<u>Value</u>	<u>Undivided Interest</u>
1.	A	1	\$49,750.00	1.585
2.	A	2	49,750.00	1.585
3.	A	3	49,750.00	1.585
4.	A	4	49,750.00	1.585
5.	A	5	49,750.00	1.585
6.	A	6	49,750.00	1.585
7.	A	7	49,750.00	1.585
8.	A	8	49,750.00	1.585
9.	B	9	55,750.00	1.780
10.	B	2	55,750.00	1,780
11.	B	2	55,750.00	1.780

19.	D	2	49,750.00	1.585
20.	D	3	49,750.00	1.585
21.	D	4	49,750.00	1.585
22.	D	5	55,750.00	1.780
23.	D	6	55,750.00	1.780
24.	E	1	49,750.00	1.585
25.	E	2	49,750.00	1.585
26.	E	3	49,750.00	1.585
27.	E	4	49,750.00	1.585
28.	E	5	49,750.00	1.585
29.	E	6	49,750.00	1.585
30.	E	7	49,750.00	1.585
31.	E	8	49,750.00	1.585
32.	F	1	51,750.00	1.585
33.	F	2	51,750.00	1.585
34.	F	3	51,750.00	1.585
35.	F	4	51,750.00	1.585
36.	F	5	51,750.00	1.585
37.	F	6	51,750.00	1.585

45.	F	14	55,750.00	1.780
46.	F	15	55,750.00	1.780
47.	G	1	51,750.00	1.585
48.	G	2	51,750.00	1.585
49.	G	3	51,750.00	1.585
50.	G	4	51,750.00	1.585
51.	G	5	51,750.00	1.585
52.	G	6	51,750.00	1.585
53.	G	7	51,750.00	1.585
54.	G	8	51,750.00	1.585
55.	G	9	51,750.00	1.585
56.	G	10	51,750.00	1.585
57.	G	11	55,750.00	1.780