

April 29, 1974

There has been filed with the Public Surveyor (P.W.D.) a copy of the within Declaration and accompanying plans of all apartments of Watergate Villas, Section II.

J. Guil Farrington
for Public Surveyor

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP OF PARCELS NOS. 59-1B and 59-1C-1,
NO. 3 FRENCHMAN'S BAY QUARTER, ESTATE BOLONGO
BAY, ST. THOMAS, VIRGIN ISLANDS, PURSUANT TO
CHAPTER 33, TITLE 28 OF THE VIRGIN ISLANDS CODE.

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1974

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM
OWNERSHIP OF PARCELS NOS. 59-1B and 59-1C-1,
NO. 3 FRENCHMAN'S BAY QUARTER, ESTATE BOLONGO
BAY, ST. THOMAS, VIRGIN ISLANDS, PURSUANT TO
CHAPTER 33, TITLE 28 OF THE VIRGIN ISLANDS CODE.

WATERGATE VILLAS ASSOCIATES, a limited partnership,
organized and existing under the laws of the Virgin Islands of
the United States, whose principal office is situated at Parcel
No. 59-1B Estate Bolongo Bay, No. 3 Frenchman's Bay Quarter, St.
Thomas, Virgin Islands, hereinafter referred to as the "Sponsor"
does hereby declare:

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

ALL those certain lots, pieces or parcels of
land situate, lying and being in St. Thomas,
Virgin Islands, United States of America, and
described as follows, to wit:

Parcel Nos. 59-1B and 59-1C-1 Estate Bolongo,
No. 3 Frenchman's Bay Quarter, St. Thomas,
U. S. Virgin Islands, and more particularly
as shown on a drawing of said parcels prepared
by F. R. McCloskey and Associates, dated
December 3, 1973, and having P. W. D. No.
A9-217-T74, and described as follows:

Parcel No. 59-1B:

Beginning at a point which is the western corner
of Parcel No. 56-1, the line runs,

South 0 degrees 38 minutes 36 seconds West a
distance of 48.07 feet along Parcel No. 59-1A
to a point, and thence,

South 11 degrees 24 minutes 0 seconds West a
distance of 25.00 feet along Parcel No. 59-1A to
a point, and thence,

South 4 degrees 26 minutes 0 seconds East a
distance of 35.00 feet along Parcel No. 59-1A to
a point, and thence,

South 80 degrees 49 minutes 3 seconds West a
distance of 78.50 feet along Parcel No. 59-1A to
a point, and thence,

South 8 degrees 45 minutes 28 seconds West a
distance of 57.97 feet along Parcel No. 59-1A to
a point, and thence,

South 72 degrees 55 minutes 30 seconds West a
distance of 93.00 feet along Parcel No. 59-1A to
a point, and thence,

North 46 degrees 5 minutes 33 seconds East a distance of 124.00 feet along Parcel No. 59-1A to a point, and thence,

North 20 degrees 48 minutes 45 seconds East a distance of 90.61 feet along Parcel No. 59-1A to a point, and thence,

North 51 degrees 11 minutes 30 seconds East a distance of 35.25 feet along Parcel No. 59-1A to a point, and thence,

North 67 degrees 49 minutes 45 seconds East a distance of 31.31 feet along Parcel No. 59-1A to a point which is the point of beginning.

The area is 0.218 U.S. Acres.

Distances are in U.S. feet and the bearings are from the grid meridian.

Parcel No. 59-1C-1:

Starting at a point which is the southern most corner of Parcel No. 59-1A Estate Bolongo, the line runs,

North 48 degrees 06 minutes 34 seconds East, a distance of 45.00 feet along Parcel No. 59-1A to a point and thence,

North 84 degrees 46 minutes 34 seconds East, a distance of 109.69 feet along Parcel No. 59-1A to a point and thence,

South 21 degrees 24 minutes 0 seconds East, a distance of 152.00 feet along Parcel No. 59-1C to a point and thence,

In a Southeasterly and Southwesterly direction along the arc of a curve of radius 76.50 feet a distance of 84.65 feet along Parcel No. 59-1C to a point and thence,

South 42 degrees 00 minutes 00 seconds West, a distance of 48 feet along Parcel No. 59-1C to a point and thence,

In a Southwesterly and Northwesterly direction along the arc of a curve of radius 37.50 feet a distance of 44.51 feet along Parcel No. 59-1C to a point and thence,

North 70 degrees 00 minutes and 00 seconds West, a distance of 40.00 feet along Parcel No. 59 to a point and thence,

In a Northwesterly direction along the arc of a curve of radius 228.62 feet a distance of 101.87 feet along Parcel No. 59 to a point and thence,

North 44 degrees 28 minutes 03 seconds West, a distance of 159.73 feet along Parcel No. 59 to a point and thence,

North 35 degrees 57 minutes 54 seconds West, a distance of 84.49 feet along Parcel No. 59 to a point and thence,

North 21 degrees 28 minutes 00 seconds West, a distance of 70.00 feet along Parcel No. 59 to a point and thence,

North 02 degrees 05 minutes 56 seconds West, a distance of 72.11 feet along Parcel No. 59 to a point and thence,

South 24 degrees 36 minutes 00 seconds East, a distance of 166.00 feet along Parcel No. 59-1A to a point and thence,

North 62 degrees 44 minutes 10 seconds East, a distance of 75.00 feet along Parcel No. 59-1A to a point and thence,

South 40 degrees 21 minutes 40 seconds East, a distance of 94.61 feet along Parcel No. 59-1A to a point which is the point of starting.

The area is: 1.354 Acres.

All distances are in U.S. feet and bearings are from the magnetic meridian.

TOGETHER with the tenements, hereditaments and appurtenances thereunto belonging and all of the estate, right, title and interest of the Sponsor in and to said premises, including the easements granted or assigned as set forth below, and subject to (i) the easements reserved by the Sponsor as further set forth below, (ii) the restrictions on the use of Parcel No. 55 as hereinafter set forth, and (iii) that easement designated "Easement 'E' on Parcel 59-1 Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 2(f) of the Declaration of Watergate Villas, Section 1, which Declaration is recorded at the Office of the Recorder of Deeds for St. Thomas and St. John in Book 14-G, Page 17, No. 12, and is hereinafter referred to as the "Declaration, Watergate Villas, Section 1."

EASEMENTS GRANTED AND ASSIGNED:

The Sponsor hereby grants and assigns the following easements, which easements shall be perpetual and non-exclusive, it being understood that the same may be further assigned by the Sponsor to any other party or parties without any restriction whatsoever, in whole or in part, at any time, and from time to time:

(a) Beach Access Easement. That easement described as "Access Easement on Parcel No. 55, Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 2(a)(i) of the Declaration, Watergate Villas, Section 1.

(b) Beach Easement. That easement described as "Beach Easement on Parcel No. 55, Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 2(a)(ii) of the Declaration, Watergate Villas, Section 1, subject to the conditions and restrictions set forth in Clauses 2(a)(iii) and 2(b) of the said Declaration.

(c) Roadway Easement. That easement described as "Roadway Easement" in Clause 2(c) of the Declaration, Watergate Villas, Section 1.

(d) Easement of Access and Use. That easement of access and use of and to all estate roads described in Clause 2(d) of the Declaration, Watergate Villas, Section 1.

(e) Roadway Easement. That easement described as "Easement 'B' on Parcel 59-1 Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 2(e) of the Declaration, Watergate Villas, Section 1, subject to the conditions and restrictions therein set forth.

(f) Utilities Easement. That easement described as "Easement G" in Clause 3(a) of the Declaration, Watergate Villas, Section 1.

(g) Walkway Easements. Those easements described as "Roads and Walkway Easements" in Clause 3(b)(i) of the Declaration, Watergate Villas, Section 1.

(h) Roadway Easements. Those easements described as "Easements 'H' and 'J' on Parcel No. 59-1A, Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 3(b)(ii) of the Declaration, Watergate Villas, Section 1.

(i) Sewage Treatment Plant Easement. That easement described as "Easement 'L' on Parcel No. 59-1A Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 3(c)(i) of the Declaration, Watergate Villas, Section 1, including the right to connect to or "tap in" to the sewage treatment plant referred to in the said Clause 3(c)(i), but subject to all of the conditions and restrictions set forth in the said Clause 3(c)(i).

(j) Sewage Pipe Easement. Those easements described as "Easements 'D' and 'F' on Parcel No. 59-1A Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 3(c)(ii) of the Declaration, Watergate Villas, Section 1.

(k) Gray Water Cistern Easement. That gray water cistern easement described in Clause 3(c)(iii) of the Declaration, Watergate Villas, Section 1, including the right to connect to or "tap in" to the gray water cistern referred to in the said Clause 3(c)(iii), but subject to all of the conditions and restrictions set forth in the said Clause 3(c)(iii).

(l) Gray Water Pipeline System Easement. That gray water pipeline system easement described as "Easement 'K' on Parcels Nos. 59-1A and 59-1B Estate Bolongo, No. 3 Frenchman Bay Quarter, St. Thomas, U. S. Virgin Islands" in Clause 3(c)(iiii) of the Declaration, Watergate Villas, Section 1.

(m) Easement to Recreation Areas. That easement to recreation areas described in Clause 3(c)(iiii) of the Declaration, Watergate Villas, Section 1, subject to the conditions therein contained.

The easements granted and assigned hereinabove shall be appurtenant to and run with the dominant tenement. With respect to any or more of the above described easements which are used or enjoyed by more than one section of Watergate Villas, the cost of operating or maintaining the same shall be allocated equitably as may be mutually agreed to by the respective boards of directors of the sections of the said Watergate Villas sharing such use or enjoyment.

EASEMENTS RESERVED:

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

(a) Utilities Easement. Perpetual easements and rights of way over, across, and under the Property for the creation, construction, maintenance, use and enjoyment of public, quasi public and private underground and/or above ground utilities, including, but not limited to, gas, telephone, storm drains, cable television and electricity, which easements are more particularly shown and described on a drawing prepared by F. R. McCloskey and Associates, entitled "Survey Map of Easements For Underground Elec., Telephone & T.V., Parcels Nos. 59-1B, 59-1C-1 & Rem. of 59-1C Estate Bolongo, No. 3 Frenchmans Bay Qtr., St. Thomas, U.S.V.I.", bearing P.W.D. No. A9-220-T74. With respect to the foregoing easement, there is further reserved by the Sponsor, its successors and assigns, the right to enter into and upon the foregoing easement area(s) to maintain, operate, repair, remove, or replace, any part or parts, or devices, as may be required, or to perform such work as may be required to ensure the proper and continuous functioning and operation of the said utilities for the benefit and use of those served thereby, or to connect to, or "tie in" to, the above-mentioned utilities, or any of them, any utilities used or to be used by additional sections of Watergate Villas which may in the future be constructed.

(b) Walkway Easements. Perpetual easements of access, ingress, egress, use and enjoyment of those walkways, pathways and pedestrian ways, shown as shaded areas and designated "Common Walkway" on a drawing prepared by F. R. McCloskey and Associates entitled "Survey Map of Road & Walkway Easements on Parcels Nos. 59-1B, 59-1C-1 & Rem. of 59-1C Estate Bolongo, No. 3 Frenchmans Bay Qtr., St. Thomas, U.S.V.I.", dated December 3rd, 1973, and bearing P.W.D. No. A9-218-T74.

(c) Roadway Easement. A perpetual easement of access, ingress, egress, use and enjoyment, by foot or by vehicle, on, over, and across, that easement area designated "Easement AA" on a drawing prepared by F. R. McCloskey and Associates entitled "Survey Map of Road & Walkway Easements on Parcels Nos. 59-1B, 59-1C-1 & Rem. of 59-1C Estate Bolongo, No. 3 Frenchmans Bay Qtr., St. Thomas, U.S.V.I., dated December 3rd, 1973, bearing P.W.D. No. A9-218-T74 and the area of which easement is more particularly described as follows:

Beginning at a point which is south 24 degrees 36 minutes and 00 seconds East, a distance of 166.00 feet from the northernmost corner of Parcel No. 59-1C-1, the line runs,

South 21 degrees 05 minutes 39 seconds East, a distance of 49.22 feet through Parcel No. 59-1C-1 to a point and thence,

South 45 degrees 22 minutes 14 seconds East, a distance of 159.62 feet through Parcel No. 59-1C-1 to a point and thence,

South 51 degrees 07 minutes 49 seconds East, a distance of 60.59 feet through Parcel No. 59-1C-1 to a point and thence,

South 63 degrees 00 minutes 00 seconds East, a distance of 35 feet through Parcel No. 59-1C-1 to a point and thence,

South 70 degrees 00 minutes 00 seconds East, a distance of 40 feet through Parcel No. 59-1C-1 to a point and thence,

In a southeasterly and northeasterly direction along the arc of a curve of radius 25.50 feet a distance of 30.26 feet through Parcel No. 59-1C-1 to a point and thence,

North 42 degrees 00 minutes 00 seconds East, a distance of 48 feet through Parcel No. 59-1C-1 to a point and thence,

In a northeasterly and northwesterly direction along the arc of a curve of radius 64.50 feet a distance of 71.37 feet through Parcel No. 59-1C-1 to a point and thence,

North 21 degrees 13 minutes 53 seconds West, a distance of 155.35 feet through Parcel No. 59-1C-1 to a point and thence,

North 84 degrees 46 minutes 34 seconds East, a distance of 12.02 feet along Parcel No. 59-1A to a point and thence,

South 21 degrees 24 minutes 0 seconds East, a distance of 152.00 feet along Parcel No. 59-1C to a point and thence,

In a southeasterly and southwesterly direction along the arc of a curve of radius 76.50 feet a distance of 84.65 feet along Parcel No. 59-1C to a point and thence,

South 42 degrees 00 minutes 0 seconds West, a distance of 48 feet along Parcel No. 59-1C to a point and thence,

In a southwesterly and northwesterly direction along the arc of a curve of radius 37.50 feet a distance of 44.51 feet along Parcel No. 59-1C to a point and thence,

North 70 degrees 0 minutes 0 seconds West, a distance of 40.00 feet along Parcel No. 59 to a point and thence,

In a northwesterly direction along the arc of a curve of radius 228.62 feet a distance of 101.87 feet along Parcel No. 59 to a point and thence,

North 44 degrees 28 minutes 3 seconds West, a distance of 159.73 feet along Parcel No. 59 to a point and thence,

North 35 degrees 57 minutes 54 seconds West, a distance of 53.21 feet along Parcel No. 59 to a point and thence,

North 62 degrees 44 minutes 10 seconds East, a distance of 25.29 feet through Parcel No. 59-1C to a point which is the point of beginning.

The area is: 8,740 square feet (U.S.).

All distances are in U.S. feet and all bearings are from the grid meridian.

(d) Gray Water Pipeline System Easements.
Perpetual easements and rights of way to lay, operate and use pipes and mains for the purpose of using the gray water from the gray water cistern and system for flushing, gardening, cleaning and washing, and at any time and from time to time to enter upon the easement areas to maintain, operate, re-lay, remove, or replace said pipes or mains, on over and through any part of the easements and rights of way described below; together with the right to install within any part of said easement areas such pump or pumps or parts or devices as the Sponsor, its successors or assigns, deem necessary, and at any time and from time to time to enter upon the easement areas to maintain, operate, remove, or replace said pump or pumps, parts or devices; and together with all the rights and privileges incident or necessary to the use or enjoyment of these easements, the areas of which easements are designated "Easement BB", "Easement DD", and "Easement EE" on a drawing prepared by F. R. McCloskey and Associates entitled "Survey Map of Sewer and Water Line Easements on Parcels Nos. 59-1B, 59-1C-1 & Rem. of 59-1C Estate Bolongo, No. 3 Frenchmans Bay Qtr., St. Thomas, U.S.V.I., dated December 3rd, 1973, bearing P.W.D. No. A9-219-T74, and the areas of which easements are more particularly described as follows:

"Easement BB"

Beginning at a point south 24 degrees 36 minutes 00 seconds East, a distance of 166.0 feet from the northern most corner of Parcel No. 59-1C-1 the line runs,

North 62 degrees 44 minutes 10 seconds East, a distance of 75.00 feet along Parcel No. 59-1A to a point and thence,

South 40 degrees 21 minutes 40 seconds East, a distance of 94.61 feet along Parcel No. 59-1A to a point and thence,

North 89 degrees 08 minutes 20 seconds East, a distance of 64.50 feet through Parcel No. 59-1C-1 to a point and thence,

South 24 degrees 51 minutes 40 seconds East, a distance of 99.00 feet through Parcel No. 59-1C-1 to a point and thence,

South 65 degrees 08 minutes 20 seconds West, a distance of 10.0 feet through Parcel No. 59-1C-1 to a point and thence,

North 24 degrees 51 minutes 40 seconds West, a distance of 92.51 feet through Parcel No. 59-1C-1 to a point and thence,

South 89 degrees 08 minutes 20 seconds West, a distance of 49.77 feet through Parcel No. 59-1C-1 to a point and thence,

South 40 degrees 21 minutes 40 seconds East, a distance of 38.37 feet through Parcel No. 59-1C-1 to a point and thence,

South 45 degrees 21 minutes 40 seconds East, a distance of 96.00 feet through Parcel No. 59-1C-1 to a point and thence,

South 44 degrees 38 minutes 20 seconds West, a distance of 10.0 feet through Parcel No. 59-1C-1 to a point and thence,

North 45 degrees 21 minutes 40 seconds West, a distance of 96.44 feet through Parcel No. 59-1C-1 to a point and thence,

North 40 degrees 21 minutes 40 seconds West, a distance of 138.44 feet through Parcel No. 59-1C-1 to a point and thence,

South 62 degrees 44 minutes 10 seconds West, a distance of 88.49 feet through Parcel No. 59-1C-1 to a point and thence,

North 35 degrees 57 minutes 54 seconds West, a distance of 10.12 feet along Parcel No. 59 to a point and thence,

North 62 degrees 44 minutes 10 seconds East, a distance of 25.29 feet through Parcel No. 59-1C-1 to a point which is the point of starting.

The area is: 4,868 square feet (U.S.).

All distances are in U.S. feet and bearings are from the grid meridian.

"Easement DD"

Starting at a point which is South 02 degrees 48 minutes 51 seconds East, a distance of 47.88 feet from the Northeastern most corner of Parcel No. 59-1C, the line runs,

North 84 degrees 46 minutes 34 seconds East, a distance of 19.21 feet through Parcel No. 59-1C to a point, and thence,

South 25 degrees 00 minutes 00 seconds East, a distance of 10.62 feet along Parcel No. 59 to a point, and thence,

South 84 degrees 46 minutes 34 seconds West, a distance of 26.22 feet through Parcel No. 59-1C to a point, and thence,

North 21 degrees 24 minutes 00 seconds West, a distance of 10.41 feet along Parcel No. 59-1C-1 to a point, and thence,

North 84 degrees 46 minutes 34 seconds East, a distance of 6.32 feet along Parcel No. 59-1A to a point which is the point of starting.

The area is: 258 square feet, more or less.

All distances are in U.S. feet and all bearings are from the grid meridian.

"Easement EE"

Starting at a point which is South 4 degrees 39 minutes 27 seconds West, a distance of 48.56 feet from the Northeastern most corner of Parcel No. 59-1C, the line runs,

South 21 degrees 24 minutes 00 seconds East, a distance of 10.41 feet along Parcel No. 59-1C to a point, and thence,

South 84 degrees 46 minutes 34 seconds West, a distance of 15.67 feet through Parcel No. 59-1C-1 to a point, and thence,

North 10 degrees 28 minutes 30 seconds West, a distance of 10.02 feet through Parcel No. 59-1C-1 to a point, and thence,

North 84 degrees 46 minutes 34 seconds East, a distance of 13.68 feet through Parcel No. 59-1C-1 to a point which is the point of starting.

The area is: 147 square feet, more or less.

All distances are in U.S. feet and all bearings are from the grid meridian.

2. AREA OF LAND. The land has an area of approximately 1.572 acres.

3. BUILDINGS. The condominium will consist of 39 condominium units (35 residential apartment units and 4 office units) in a group of four buildings identified as Buildings 6, 7, 8 and 9. All buildings are 2, 3 or 4 stories, and constructed of cinder block and reinforced concrete masonry with concrete slab and wood frame or concrete roofs. The buildings contain no basements and the number of apartments in each building is as follows:

<u>Building</u>	<u>Number of Apartments</u>
6	10 residential apartments
7	7 residential apartments
8	10 residential apartments
9	8 residential apartments and 4 offices

4. NAME OF CONDOMINIUM. This Condominium shall be known as "Watergate Villas, Section 2".

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

6. DIMENSIONS OF UNITS. Each unit consists of the area measured horizontally from the inside of the exterior walls of the Building to the inside of the walls and/or partitions facing such unit; vertically each unit consists of the space between the top surface of the floor and the under surface of the ceiling, and shall include the balcony appurtenant to each unit, and the sun deck appurtenant to each executive suite.

7. USE OF UNITS. Each of the units shall be used as a residence only, except for the four office units which may be used as offices; provided, however, that the Sponsor, its grantees, its successors or assigns, may use (i) one residential unit as an office, (ii) an additional residential unit as a model unit, and (iii) an additional residential unit as a professional apartment.

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

(a) The land on which the Buildings are erected;

- (b) All roadways, walkways, and parking areas (except those parking areas designated Limited Common Areas and Facilities below) on the Property;
- (c) The recreational areas and areas and facilities appurtenant thereto;
- (d) All roofs, foundations, columns, beams and supports;
- (e) All exterior walls of the Buildings; all walls and partitions separating units from steps, stairways, landing platforms, or from other common areas; all walls and partitions separating units; all floors and ceilings;
- (f) All laundry service rooms, storage rooms, pump rooms, and other similar facilities, all landscaping, all exterior lighting;
- (g) All central and appurtenant installations for services such as sewerage, power, light and telephone, gas, hot and cold water, potable and salt water (including all pipe, ducts, wires, cables, and conduits used in common areas or in units) and all other mechanical equipment spaces, including
 - (i) the underground electrical distribution system;
 - (ii) the rainwater and gray water collection system, including cisterns, and piping and distribution systems;
 - (iii) the gray water system, including storage tanks, if any, pumps and piping to individual units;
 - (iv) the potable water system, including pressure tanks, pumps and piping to individual units;
 - (v) the sewerage piping system; and
 - (vi) the outside structures holding the air-conditioning compressor and condensing equipment appurtenant to each apartment unit, if any, but not such equipment shall be maintained by, and be the sole responsibility of such owner.
- (h) All other parts of the Property and all apparatus and installations existing in the Buildings or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

9. LIMITED COMMON AREAS AND FACILITIES. "Limited Common Areas and Facilities", as used herein, means those common areas and facilities reserved for the use of certain apartments to the exclusion of other apartments as follows:

(a) Parking Spaces

Each parking space will be designated by the number of the apartment unit to which it is appurtenant and shall be limited to the exclusive use of said apartment, e.g. Parking Space 1A will be limited to the exclusive use of Apartment 1A.

(b) Entry Passage and Entry Staircases from Parking Areas to Individual Apartment Units

Entry passages between the common areas, walkways and the individual apartment units and stairways leading from parking areas to individual apartment units are limited to the exclusive use of the apartment served. In the case of upper floor Apartments entry passages consists of a stairway to the entrance platform then to the entrance to the apartment, entry being provided either at upper or lower levels of entry.

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

10. DETERMINATION OF PERCENTAGE IN COMMON AREAS AND FACILITIES. The percentage 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 Property, and such values and percentages are set forth in Exhibit B, attached hereto and made a part hereof.

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

maintenance thereof shall exist so long as the Building(s) shall stand.

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

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

14. PERSON TO RECEIVE SERVICE.

John P. de Jongh, Esq.
Birch, de Jongh & Farrelly
24 Dronningens Gade
St. Thomas, Virgin Islands

St. Thomas, Virgin Islands, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

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

16. AMENDMENT OF DECLARATION. This Declaration may be amended by the vote of at least 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 on 6 or more units. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, Charlotte Amalie, St. Thomas, Virgin Islands.

17. 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 must be made within 60 days of such damage or destruction by the vote of at least 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 damage shall 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 Building(s) was initially constructed.

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

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

20. 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.

21. 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.

22. 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, WATERGATE VILLAS ASSOCIATES, the
Sponsor, has caused this Declaration to be executed by its General
Partners this 12th day of April, 1974.

WITNESSES:

WATERGATE VILLAS ASSOCIATES

Joy W. [Signature]
[Signature]
Joy W. [Signature]
[Signature]

[Signature]
Norman Finklestein, General Partner

[Signature]
Samuel Schattner, General Partner

UNITED SERVICES EQUITIES, INC.,
General Partner

Joy W. [Signature]
[Signature]

By [Signature]
(Vice) President

Attest [Signature]
(Assistant) Secretary

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

On this 12th day of April, 1974, before me, the
undersigned officer, personally came and appeared NORMAN
FINKELSTEIN and SAMUEL SCHATTNER who acknowledged themselves to
be two of the three general partners of WATERGATE VILLAS
ASSOCIATES, the limited partnership described in the foregoing
instrument and executed the foregoing instrument as general
partners by signing their names thereto.

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

[Signature]
Notary Public

DISTRICT OF COLUMBIA)
) ss:
)

On this 15th day of April, 1974, before me, the
undersigned officer, personally came and appeared Charles E. J.
Nester who acknowledged himself to be an officer of the
UNITED SERVICES EQUITIES, INC., to wit: its Vice President,
who acknowledged that the said corporation was a general partner
of WATERGATE VILLAS ASSOCIATES, the limited partnership described

the foregoing instrument and that he being authorized to do
executed the foregoing instrument on behalf of the corpora-
tion as a general partner by signing his name thereto as such
officer thereof.

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

Peggy J. Cooney
Notary Public

My Commission Expires March 14, 1975

N.B. ATTACH COUNTY CLERK'S CERTIFICATE

RECORDED ~~RECORDED~~ IN THE RECORDER'S OFFICE FOR THE DISTRICT
OF ST. THOMAS AND ST. JOHN, VIRGIN ISLANDS OF THE U.S.A.
BOOK 15-0, PAGE 308 SUB NO. 117, AND ENTERED IN
THE REAL (PERSONAL) PROPERTY REGISTER FOR

QUARTER NO. _____ (AUXILIARY)
21(5) PAGE 141

DATE: April 29 19 74
Elmer T. Tislet
DISTRICT RECORDER OF DEEDS

Serial **A** 18189

DISTRICT OF COLUMBIA

TO ALL WHOM THESE PRESENTS SHALL COME, GREETING:

I CERTIFY THAT **PEGGY J. COONEY**
whose name is subscribed to the accompanying instrument, was at the time of signing the same a Notary Public
in and for the District of Columbia, and duly commissioned and authorized by the laws of said District of Colum-
bia to take the acknowledgment and proof of death or conveyance of lands, tenements, or hereditaments, and other
instruments in writing to be recorded in said District, and to administer oaths, and that I am well acquainted with
the handwriting of said Notary Public and verily believe that the signature and impression of seal thereon are
genuine, after comparison with signature and impression of seal on file in this office.

IN WITNESS WHEREOF, the Executive Secretary to Commissioner of the District of Columbia, has hereunto
caused the Seal of the District of Columbia to be affixed at the City of Washington, D.C. this
16 day of April 1974

(D.C. SEAL)

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