

DECLARATION

CERTIFIED

DATE January 16 - 1995  
Ed. Ernest Allen

ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PARCEL 16-1-1-A, ESTATE SMITH BAY, NOS. 1, 2 AND 3, EAST END QUARTER, AND OF AN EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS ON PARCEL 11, ESTATE SMITH BAY, NOS. 1, 2 AND 3, EAST END QUARTER, ST. THOMAS, U. S. VIRGIN ISLANDS, PURSUANT TO THE VIRGIN ISLANDS CONDOMINIUM ACT.

NAME - SAPPHIRE HILL VILLAGE CONDOMINIUM

SPONSORS - SAPPHIRE HILL VILLAGE, INC.  
PARCEL NO. 16, ESTATE SMITH BAY  
ST. THOMAS, U. S. VIRGIN ISLANDS

AGENT FOR SERVICE - EVERETT B. BIRCH  
BIRCH, DE JONGH & FARRELLY  
P. O. BOX 1239  
ST. THOMAS, U. S. VIRGIN ISLANDS 00801

218  
1973

DATE OF DECLARATION - JULY 24, 1973

The land affected by the within instrument lies in Parcels 11, and 16-1-1-A, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, U. S. Virgin Islands.

July 31, 1973

There has been filed with the Public Surveyor (P.W.D.) a copy of the within Declaration and accompanying plans of all apartments of Sapphire Hill Village Condominium.

Floyd O. George  
Public Surveyor

BIRCH, DE JONGH & FARRELLY  
P. O. Box 1239  
St. Thomas, U. S. Virgin Islands 00801  
Phone: (809) 774-1100

DECLARATION ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PARCEL 16-1-1-A, ST. THOMAS, U. S. VIRGIN ISLANDS, PURSUANT TO CHAPTER 33, TITLE 28 OF VIRGIN ISLANDS CODE.

Sapphire Hill Village, Inc., a corporation organized and existing under the laws of U. S. Virgin Islands, having its principal place of business at Parcel No. 16, Estate Smith Bay, St. Thomas, U. S. Virgin Islands (hereinafter referred to as "Sponsor") does hereby declare:

1. SUBMISSION OF PROPERTY.

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

Parcel No. 16-1-1A Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, Virgin Islands, as more particularly shown on a drawing of said Parcel prepared by F. R. McCloskey & Associates dated September 7th, 1972, and having P.W.D. No. A9-179-T72, and described as follows:

Starting at a point which is the south western corner of Parcel No. 16-1-4 the line runs,

S 85° 16' 45" W a distance of 661.00 feet along Parcel No. 16 to a bound post and thence,

N 53° 45' 20" W a distance of 223.00 feet along Parcel No. 16 to a point and thence,

N 74° 00' 00" E a distance of 32.00 feet along Parcel No. 16-1-1C to a point and thence,

N 74° 00' 00" E a distance of 313.25 feet along Parcel No. 16-1-1B to a point and thence,

N 18° 00' 00" W a distance of 209.85 feet along Parcel No. 16-1-1B to a point and thence,

N 72° 15' 00" E a distance of 58.05 feet  
along Parcel No. 16-1 to a point and thence,

N 17° 45' 00" W a distance of 8.0 feet  
along Parcel 16-1 to a point and thence,

N 72° 15' 00" E a distance of 53.00 feet  
along Parcel No. 16-1 to a point and thence,

S 17° 45' 00" E a distance of 84.00 feet  
along Parcel No. 16-1 to a point and thence,

N 72° 15' 00" E a distance of 7.0 feet  
along Parcel No. 16-1 to a point and thence,

S 17° 45' 00" E a distance of 65.00 feet  
along Parcel No. 16-1 to a point and thence,

N 72° 15' 00" E a distance of 21.00 feet  
along Parcel No. 16-1 to a point and thence,

N 29° 00' 00" E a distance of 114.00 feet  
along Parcel No. 16-1 to a point and thence,

S 61° 00' 00" E a distance of 88.00 feet  
along Parcel No. 16-1 to a point and thence,

N 29° 00' 00" E a distance of 7.0 feet  
along Parcel No. 16-1 to a point and thence,

S 61° 00' 00" E a distance of 94.0 feet  
along Parcel No. 16-1 to a point and thence,

S 29° 00' 00" W a distance of 9.0 feet  
along Parcel No. 16-1 to a point and thence,

S 61° 00' 00" E a distance of 76.00 feet  
along Parcel No. 16-1 to a point and thence,

N 33° 15' 00" E a distance of 56.00 feet  
along Parcel No. 16-1 to a point and thence,

S 63° 00' 37" E a distance of 52.0 feet more or  
less along Parcel No. 11-J to a point and  
thence,

S 56° 45' 00" E a distance of 64.0 feet  
along Parcel No. 16-1-5 to a point and  
thence,

N 33° 15' 00" E a distance of 6.0 feet  
along Parcel No. 16-1-5 to a point and thence,

S 63° 00' 37" E a distance of 50.0 feet  
along Parcel No. 11-K to a point and thence,

S 56° 45' 00" E a distance of 92.00 feet  
along Parcel No. 16-1-4 to a point and thence,

S 33° 15' 00" W a distance of 59.00 feet  
along Parcel No. 16-1-4 to a point and thence,

S 56° 45' 00" E a distance of 10.0 feet  
along Parcel No. 16-1-4 to a point and thence,

S 33° 15' 00" W a distance of 86.0 feet  
along Parcel No. 16-1-4 to a point and  
thence,

N 56° 45' 00" W a distance of 31.0 feet  
along Parcel No. 16-1-4 to a point and  
thence,

S 33° 15' 00" W a distance of 76.0 feet  
along Parcel No. 16-1-4 to a point which  
is the point of starting.

The area is 5.64 acres.

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

## 2. EASEMENTS GRANTED.

Together with the following non-exclusive  
easements appurtenant to and running with the premises herein  
conveyed.

ACCESS EASEMENTS: Perpetual non-exclusive easements  
for ingress, egress, access and use, by foot or by  
vehicle, to the premises herein conveyed over Parcels  
No. 16-1-1B and 16-1-1C Estate Smith Bay. Nos. 1, 2  
and 3, East End Quarter, St. Thomas, Virgin Islands,  
which non-exclusive easements are designated:

Easement "U" on Parcel No. 16-1-1B, Estate Smith Bay  
Nos. 1, 2 and 3, East End Quarter, St. Thomas, U. S.  
Virgin Islands, on a drawing prepared by F. R.  
McCloskey and Associates and dated July 5, 1973, and  
having P.W.D. No. A9-179-T72;

Easement "V" on Parcel No. 16-1-1B, Estate Smith Bay  
Nos. 1, 2 and 3, East End Quarter, St. Thomas, U. S.  
Virgin Islands, on a drawing prepared by F. R. McCloskey  
and Associates and dated July 5, 1973, and having  
P.W.D. No. A9-179-T72;

and Easement "W" on Parcel No. 16-1-1C, Estate Smith  
Bay Nos. 1, 2 and 3, East End Quarter, St. Thomas,  
U. S. Virgin Islands, respectively, and more partic-  
ularly described as follows:

Easement "U"  
Starting at a point which is the eastern corner of  
Parcel No. 16-1-1B the line runs,

South 74 degrees 00 minutes 00 seconds West, a distance  
of 58.20 feet along Easement "T" on Parcel No. 16-1-1A  
to a point and thence,

North 46 degrees 28 minutes 10 seconds East, a distance  
of 34.41 feet along Parcel No. 16-1-1B to a point  
and thence,

North 85 degrees 10 minutes 10 seconds East, a distance  
of 27.85 feet along Parcel No. 16-1-1B to a point and  
thence,

South 18 degrees 00 minutes 00 seconds East, a distance of 10.52 feet along Easement "T" on Parcel No. 16-1-1A to a point which is the point of starting.

The area is 604 square feet.

Easement "V"

Starting at a point which is the south eastern corner of Easement "W" the line runs,

North 18 degrees 00 minutes 00 seconds West, a distance of 27.78 feet along Easement "W" on Parcel No. 16-1-1C to a point and thence,

South 58 degrees 49 minutes 30 seconds East, a distance of 12.49 feet along Parcel No. 16-1-1B to a point and thence,

South 79 degrees 10 minutes 00 seconds East, a distance of 48.30 feet along Parcel No. 16-1-1B to a point and thence,

South 74 degrees 00 minutes 00 seconds West, a distance of 44.31 feet along Easement "T" on Parcel No. 16-1-1A to a point and thence,

North 79 degrees 10 minutes 00 seconds West, a distance of 7.07 feet along Parcel No. 16-1-1C to a point of starting.

The area is 663 square feet.

Easement "W"

Starting at a point which is the south western corner of Easement "V" the line runs,

North 79 degrees 10 minutes 00 seconds West a distance of 5.28 feet along Parcel No. 16-1-1C to a point and thence,

North 58 degrees 49 minutes 30 seconds West, a distance of 121.24 feet along Parcel No. 16-1-1C to a point and thence,

North 54 degrees 23 minutes 40 seconds West, a distance of 252.80 feet along Parcel No. 16-1-1C to a point and thence,

North 37 degrees 29 minutes 00 seconds West, a distance of 106.54 feet along Parcel No. 16-1-1C to a point and thence,

North 32 degrees 33 minutes 00 seconds West, a distance of 167.21 feet along Parcel No. 16-1-1C to a point and thence,

North 37 degrees 54 minutes 20 seconds West, a distance of 163.92 feet along Parcel No. 16-1-1C to a point and thence,

North 44 degrees 40 minutes 40 seconds West, a distance of 50.0 feet along Parcel No. 16-1-1C to a point and thence,

In a south Westerly direction along the arc of a curve of radius 8.0 feet, a distance of 25 feet more or less along Parcel No. 16-1-1C to a point and thence,

In a north Westerly direction a distance of 34 feet more or less along the Public Road to a point and thence,

North 47 degrees 00 minutes 00 seconds East, a distance of 18.0 feet more or less along Parcel No. 16-1 to a point and thence,

North 88 degrees 30 minutes 00 seconds East, a distance of 23.0 feet along Parcel No. 16-1 to a point and thence,

South 44 degrees 40 minutes 40 seconds East, a distance of 68.89 feet along Parcel No. 16-1-1C to a point and thence,

South 37 degrees 54 minutes 20 seconds East, a distance of 166.03 feet along Parcel No. 16-1-1C to a point and thence,

South 32 degrees 33 minutes 00 seconds East, a distance of 167.28 feet along Parcel No. 16-1-1C to a point and thence,

South 37 degrees 29 minutes 00 seconds East, a distance of 102.71 feet along Parcel No. 16-1-1C to a point and thence,

South 54 degrees 23 minutes 40 seconds East, a distance of 249.06 feet along Parcel No. 16-1-1C to a point and thence,

South 58 degrees 49 minutes 30 seconds East, a distance of 104.39 feet along Parcel No. 16-1-1C to a point and thence;

South 18 degrees 00 minutes 00 seconds East, a distance of 27.78 feet along Easement "V" on Parcel No. 16-1-1B to a point of starting.

The area is: 0.44 acres.

Roadway Easement. A perpetual, non-exclusive easement for ingress, egress, access and use, by foot or by vehicle, of that twenty (20) foot wide roadway on Parcel 16-1 Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, U. S. Virgin Islands, which roadway is designated "Easement K" on a drawing prepared by F. R. McCloskey & Associates, dated September 7th, 1972, and having P.W.D. No. A9-179T72, and the area of which easement is more particularly described as follows:

Starting at a point which is the southern corner of Easement "J" on Parcel No. 11 the line runs,

S 23° 45' 00" W a distance of 43 feet more or less along Parcel No. 16-1 to a point and thence,

N 61° 00' 00" W a distance of 20 feet more or less along Parcel No. 16-1-1A to a point and thence,

N 23° 45' 00" E a distance of 42.5 feet more or less along Parcel No. 16-1 to a point and thence,

S 63° 00' 37" E a distance of 20 feet more or less along easement "J" on Parcel No. 11 to a point which is the point of starting.

The area is 0.02 acres more or less.

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

Beach Easement. A perpetual, non-exclusive easement to use, for the purposes and upon the conditions hereinafter set forth, that area designated as Easement "J" on Parcel No. 11 Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, Virgin Islands, as shown on a drawing of said area prepared by F. R. McCloskey and Associates dated July 6, 1973, and having P.W.D. No. A9-209-T73, and which area is more particularly described as follows:

Starting at a point which is N 63° 00' 37" W a distance of 119 feet, more or less, from the western corner of Parcel No. 11-J, the line runs,

N 63° 00' 37" W a distance of 20 feet, more or less, along Easement "K" on Parcel 16-1 to a point and thence,

N 23° 45' 00" E a distance of 411 feet, more or less, along Parcel No. 11 to a point and thence,

N 7° 15' 00" E a distance of 245 feet, more or less, along Parcel No. 11 to a point and thence,

N 70° 30' 00" E a distance of 82 feet, more or less, to the shore line of Red Bay, and thence,

In a southerly and then south easterly direction a distance of 590 feet, more or less, along the shoreline of Red Bay to a point and thence,

S 42° 45' 00" W a distance of 35 feet, more or less, along Parcel 11, to a point and thence,

N 47° 15' 00" W a distance of 80 feet, more or less, along Parcel No. 11 to a point and thence,

N 66° 30' 00" W a distance of 175 feet, more or less, along Parcel 11 to a point and thence,

S 23° 45' 00" W a distance of 347 feet, more or less, to a point which is the point of starting.

The area is 0.8 U.S. acres, more or less.

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

- (i) The easement premises may be used only by the owners or other authorized occupants of the respective apartments in a Condominium or Condominiums to be sponsored by the Sponsor, including Condominiums that may be sponsored in Parcels 16-1-1B and/or 16-1-1C, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands, as more particularly shown on drawings of said Parcels prepared by F. R. McCloskey & Associates dated September 7th, 1972, and having P.W.D.

No. A9-179-T72, the members of their families and their guests, for swimming and sunbathing only, and no food or beverages or any other merchandise shall be sold or otherwise dispensed therefrom. No fires shall be made thereon and no boats may be put ashore thereon or tents or other structures created, installed or erected thereon.

- (ii) The Sponsor covenants for itself, its successors and assigns, that no structures or improvements will be built or placed within the easement premises described above, and that said premises shall be used for such purposes only as will not unreasonably and materially interfere with the use of the area for swimming and sunbathing.

3. 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 herein without any restriction whatsoever, in whole or in part, at any time, and from time to time:

(a) Roadway and Utility Easements

Perpetual easements for ingress, egress, access and use, by foot or by vehicle, together with perpetual easements to lay pipelines for the transportation of potable water, "grey" water, salt water, sewage and/or its effluent, through, over, under and across at right-of-ways designated respectively as Easement "T" on a drawing prepared by F. R. McCloskey & Associates dated July 13, 1973 and having P.W.D. No. A9-208-T73, and Easement "KK" on a drawing prepared by F. R. McCloskey & Associates dated July 16, 1973 and having P.W.D. No. A9-208-T73, which easements are located on Parcel 16-1-1A, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands, and the area of which easements are more particularly described below. The foregoing reservation of easements includes the right at any time, and from time to time, to maintain, repair, re-lay, remove, or replace, said pipeline(s), or any portion thereof, together with all other rights and privileges incident or necessary to the enjoyment of said easement. The area of the said easements is more particularly described as follows:

Easement "T"

Starting at a point which is the southern corner of Easement "V" the line runs,

North 74 degrees 00 minutes 00 seconds East, a distance of 44.31 feet along Easement "V" on Parcel No. 16-1-1B to a point and thence,

South 79 degrees 10 minutes 00 seconds East, a distance of 34.17 feet along Parcel No. 16-1-1B to a point and thence,

North 71 degrees 51 minutes 20 seconds East, a distance of 155.74 feet along Parcel No. 16-1-1B to a point and thence,

North 46 degrees 28 minutes 10 seconds East, a distance of 20.76 feet along Parcel No. 16-1-1B to a point and thence,

North 74 degrees 00 minutes 00 seconds East, a distance of 58.20 feet along Easement "U" on Parcel No. 16-1-1B to a point and thence.

North 18 degrees 00 minutes 00 seconds West, a distance of 10.52 feet along Easement "U" on Parcel No. 16-1-1B to a point and thence,

North 85 degrees 10 minutes 10 seconds East, a distance of 43.40 feet along Parcel No. 16-1-1A to a point and thence,

South 66 degrees 39 minutes 00 seconds East, a distance of 199.32 feet along Parcel No. 16-1-1A to a point and thence,

North 83 degrees 45 minutes 00 seconds East, a distance of 55.00 feet along Parcel No. 16-1-1A to a point and thence,

North 48 degrees 42 minutes 24 seconds East, a distance of 90.94 feet along Parcel No. 16-1-1A to a point and thence,

North 82 degrees 03 minutes 20 seconds East, a distance of 43.42 feet along Parcel No. 16-1-1A to a point and thence,

South 74 degrees 14 minutes 30 seconds East, a distance of 125.20 feet along Parcel No. 16-1-1A to a point and thence,

South 63 degrees 04 minutes 30 seconds East, a distance of 109.00 feet along Parcel No. 16-1-1A to a point and thence,

South 33 degrees 15 minutes 00 seconds West, a distance of 20.12 feet along Parcel No. 16-1-4 to a point and thence,

North 63 degrees 04 minutes 30 seconds West, a distance of 104.85 feet along Parcel No. 16-1-1A to a point and thence,

North 74 degrees 14 minutes 30 seconds West, a distance of 119.05 feet along Parcel No. 16-1-1A to a point and thence,

South 82 degrees 03 minutes 20 seconds West, a distance of 33.23 feet along Parcel No. 16-1-1A to a point and thence,

South 48 degrees 42 minutes 24 seconds West, a distance of 91.26 feet along Parcel No. 16-1-1A to a point and thence,

South 83 degrees 45 minutes 00 seconds West, a distance of 66.59 feet along Parcel No. 16-1-1A to a point and thence,

North 66 degrees 39 minutes 00 seconds West, a distance of 199.58 feet along Parcel No. 16-1-1A to a point and thence,

South 85 degrees 10 minutes 10 seconds West, a distance of 59.21 feet along Parcel No. 16-1-1A to a point and thence,

South 46 degrees 28 minutes 10 seconds West, a distance of 52.65 feet along Parcel No. 16-1-1A to a point and thence,

South 71 degrees 51 minutes 20 seconds West, a distance of 165.41 feet along Parcel No. 16-1-1A to a point and thence,

North 79 degrees 10 minutes 00 seconds West, a distance of 78.88 feet along Parcel No. 16-1-1A to a point of starting.

The area is: 18,385 square feet or 0.42 acres.

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

Easement "KK"

Starting at a point which is the eastern corner of Easement "pp" the line runs,

South 63 degrees 00 minutes 37 seconds East, a distance of 52 feet more or less along Parcel No. 11-J to a point and thence,

South 56 degrees 45 minutes 00 seconds East, a distance of 64.0 feet along Parcel No. 16-1-5 to a point and thence,

North 33 degrees 15 minutes 00 seconds East, a distance of 6.0 feet along Parcel No. 16-1-5 to a point and thence,

South 63 degrees 00 minutes 37 seconds East, a distance of 50 feet more or less along Parcel No. 11-K to a point and thence,

South 56 degrees 45 minutes 00 seconds East, a distance of 92.00 feet along Parcel No. 16-1-4 to a point and thence,

South 33 degrees 15 minutes 00 seconds West, a distance of 59.00 feet along Parcel No. 16-1-4 to a point and thence,

North 56 degrees 45 minutes 00 seconds West, a distance of 12.00 feet along Parcel No. 16-1-1A to a point and thence,

North 33 degrees 15 minutes 00 seconds East, a distance of 31.51 feet along Parcel No. 16-1-1A to a point and thence,

North 61 degrees 05 minutes 12 seconds West, a distance of 246.13 feet along Parcel No. 16-1-1A to a point and thence,

North 33 degrees 15 minutes 00 seconds East, a distance of 29.00 feet along Easement "PP" to a point which is the point of starting.

The area is: 0.19 acres more or less.

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

#### Electrical Utility Easement

Perpetual easement to construct, maintain and operate, conduits, poles, wires, cables, and other related equipment, for the transfer and transmission of electrical power, through, over, under and across that right-of-way designated Easement "Y" on a drawing prepared by F. R. McCloskey & Associates dated September 7th, 1972, and having P.W.D. No. A9-179-T72, which easement is located on Parcel 16-1-1A Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, Virgin Islands, and the area of which easement is more particularly described below. It is understood that the foregoing reservation of easement includes the right at any time, and from time to time, to maintain, repair, re-lay, remove, or replace, said conduits, poles, wires, cables, and equipment, or any portion thereof, together with all other rights and privileges incident or necessary to the enjoyment of said easement. The area of said easement is more particularly described as follows:

#### Easement "Y"

Starting at a point which is the southwest corner of Parcel No. 16-1-4 the line runs,

S 85° 16' 45" W a distance of 661.00 feet along Parcel No. 16 to a bound post and thence,

N 53° 45' 20" W a distance of 223.00 feet along Parcel No. 16 to a point and thence,

N 74° 00' 00" E a distance of 3.79 feet along Easement "Z" on Parcel No. 16-1-1C to a point and thence,

S 53° 45' 20" E a distance of 220.18 feet along Parcel No. 16-1-1A to a point and thence,

N 85° 16' 45" E a distance of 662.22 feet along Parcel No. 16-1-1A to a point and thence,

S 33° 15' 00" W a distance of 3.80 feet along Easement "X" on Parcel No. 16-1-4 to a point which is the point of starting.

The area is 2,648 square feet.

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

There is further reserved perpetual easements from the easements described hereinabove as Easements "T", "K" and "KK" and the Easements designated respectively as Easement "LL" on Parcel No. 16-1 Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, U. S. Virgin Islands on a drawing prepared by F. R. McCloskey, dated July 6, 1973 and having P.W.D. No. A9-208-T73 and Easement "PP", Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, U.S. Virgin Islands, on a drawing prepared by F. R. McCloskey dated July 16, 1973 and having P.W.D. No. A9-208-T73, to the various improvements built or to be built on the tract of land hereinabove described as Parcel 16-1-1A Estate Smith Bay, Nos. 1, 2 and 3 East End Quarter, St. Thomas, Virgin Islands, as more particularly shown on a drawing of said Parcel prepared by F. R. McCloskey & Associates dated September 7th, 1972, and having P.W.D. No. A9-179-T72, which easements are for the purpose of laying pipelines for the transportation of potable water, "grey" water, salt water, sewage and/or its effluent and of constructing, maintaining, operating conduits, poles, wires, cables, and other related equipment, for the transfer and transmission of electrical power, through, over, under and across the easements herein reserved from the pipelines, conduits, poles, wires, cables and other related equipment installed and otherwise placed on, through, over, under or across the easements hereinabove as Easements "T", "K", "KK", "LL", and "PP" to the various improvements built or to be built on Parcel 16-1-1A, together with the right at any time and from time to time to maintain, repair, re-lay, remove or replace said pipelines, conduits, poles, wires, cables, and equipment, or any portion thereof, together with all other rights and privileges incident or necessary to the enjoyment of said easements.

TOGETHER WITH ALL of the appurtenances and all improvements, except the Easements hereinabove reserved and rights-of-way applicable to the above premises.

4. AREA OF LAND

The land has an area of approximately 5.64 acres. Easements "J" and "K" contain approximately 0.82 acres.

5. BUILDINGS

The Condominium will consist of 225 condominium apartments located in seven (7) three-story buildings. The buildings will be constructed with masonry and steel.

6. NAME OF CONDOMINIUM

The Condominium shall be known as "Sapphire Hill Village Condominium" (hereinafter referred to as the "Condominium").

7. APARTMENTS

Annexed hereto and made a part hereof as Exhibit "A" is a list of all apartments in each building, the building and their individual unit designations, unit-locations, approximate areas, number of rooms, common elements to which each has access (all shown on the floor plans of the buildings certified by Belfatto and Pavarini, Architects, which floor plans are intended to be filed in the Office of the Recorder of Deeds for St. Thomas, in Charlotte Amalie, St. Thomas, U.S. Virgin Islands, simultaneously with the recording of this Declaration).

8. DIMENSIONS OF APARTMENTS

Each apartment will consist of the area measured horizontally from the apartment side of the exterior walls of the building to the apartment side of the walls and/or partitions separating such apartments from corridors, stairs, stairways, entrance bridges, platforms, incinerators and other mechanical equipment spaces, or from other common areas, or from other apartments; vertically each apartment will consist of the space between the top surface of the floor and the under surface of the ceiling; and shall include the balconies appurtenant to each apartment.

9. OWNERSHIP AND USE OF CONDOMINIUM APARTMENTS

Each Condominium Apartment shall be conveyed and treated as an individual property capable of independent use and fee absolute ownership, and the owner or owners of each condominium apartment shall own, as an appurtenance to the ownership of each condominium apartment, an undivided interest in the common areas and facilities and an undivided interest in certain of the limited common areas and facilities, the undivided interest appurtenant being that which is hereinafter specifically assigned thereto. The undivided interest in the common areas and facilities assigned to each apartment shall not be changed without the unanimous consent of all owners of the apartments, except as additional property or properties may be submitted as provided in paragraph 24 hereinafter.

Each of the apartments is restricted to residential use only by the owner or owners thereof, their families, guests, invitees and licensees including guests under a hotel plan approved by the Condominium.

10. COMMON AREAS AND FACILITIES

The common areas and facilities (hereinafter referred to as the "Common Elements") consists of the entire property, including all parts of the buildings other than the apartments and including, without limitation, the following:

- (a) The land on which the Buildings are erected;
- (b) All roofs, foundations, columns, beams and supports;
- (c) All exterior walls of the Buildings; all walls and partitions separating units from steps, stairways, entrance bridges, landing platforms, or from other common areas; all walls and partitions separating units; all floors and ceilings;
- (d) All central and appurtenant installations located within the buildings for utility services necessary to the individual units, such as power, light, telephone, gas, hot and cold water, potable and salt water (including all pipes, ducts, wires, cables, and conduits used in connection therewith, whether located in common areas of the building or within the units) and all other mechanical equipment

spaces, including any underground electrical distribution system that may be placed under the buildings, the sewerage system within the buildings, and the rainwater collection system located within or within the buildings, including the pipes, ducts, gutters and spouting therein or thereon;

- (e) Non-exclusive easement to the Beach described in Easement "J" and easement rights thereto for ingress and egress to and from said Beach;
- (f) The swimming pool(s), snack bar(s), storage and rental areas, if any, and all space devoted to the use of persons employed in connection with the operation of the Property, including but not limited to, operation of the Property as a hotel;
- (g) All service rooms, if any, and other similar facilities, all landscaping, all roads and walkways, all exterior lighting; all parking areas, and all other land, which land is subject to the perpetual easements hereinabove reserved;
- (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;
- (i) Easements through each apartment for repairs or replacements.

11. DETERMINATION OF INTERESTS IN COMMON ELEMENTS

The interest (hereinafter sometimes referred to as the "Common Interests") of the respective apartment owners in the Common Elements has been determined upon the basis of the proportion which the initial value of all apartments in the Condominium, and such values and their relative percentages are set forth in Exhibit "B", attached hereto and made a part hereof.

12. ENCROACHMENTS

If any portion of the common areas and facilities encroaches upon any apartment, or if any apartment now encroaches upon any other apartment, or upon any portion of the common areas and facilities, as a result of the construction of the buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting of the buildings, a valid easement for

the encroachment and for the maintenance of the same so long as the buildings stand, shall exist. In the event the buildings, the apartment, any adjoining apartment, 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 apartment or of any apartment upon any other apartment 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 buildings shall stand.

13. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON FACILITIES LOCATED INSIDE OF APARTMENTS

Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common facilities located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apartments to use the pipes, ducts, cables, wires, conduits, public utility lines and other common facilities serving such other units and located in such apartment.

14. ACQUISITION OF APARTMENTS BY BOARD OF DIRECTORS

In the event any apartment owner shall in compliance with the terms and conditions of the By-Laws surrender his apartment, together with (i) the undivided interest in the common areas and facilities appurtenant thereto; (ii) the interest of such apartment owner in any other apartment acquired by the Board of Directors or its designee on behalf of all apartment owners or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such apartment owner in any other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests"), or in the event the Board of Directors may purchase from any

apartment owner who has elected to sell the same, an apartment, together with Appurtenant Interest, pursuant to Section 2 of Article VII of the By-Laws, or in the event the Board of Directors shall purchase at a foreclosure or other judicial sale, an apartment, together with the Appurtenant Interests, title to any such apartment, together with the Appurtenant Interests, shall be held by the Board of Directors or its designee, corporate or otherwise, on behalf of all apartment owners, in proportion to their respective common interests. The lease covering any apartment 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 apartment owners, in proportion to their respective common interests.

15. PERSON TO RECEIVE SERVICE

Mr. Everett B. Birch, c/o Birch, de Jongh & Farrelly, P. O. Box 1239, St. Thomas, U.S. Virgin Islands 00801, is hereby designated to receive notice of process in any action which may be brought against the Condominium.

16. APARTMENTS SUBJECT TO DECLARATION, BY-LAWS AND RULES AND REGULATIONS

All present and future owners, tenants and occupants of apartments shall be subject to, and shall comply with the provisions of this Declaration, the Condominium By-Laws and Condominium 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 apartment shall constitute an agreement that the provisions of the Declaration, the Condominium By-Laws and Condominium 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 apartment, 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 Condominium By-Laws.

17. AMENDMENT OF DECLARATION

This Declaration may be amended by the vote of at least seventy-five (75) percent in number and in common interest of all apartment owners, in the buildings hereunder and seventy-five (75) percent in number and in common interest of all apartment owners of Property, if any, submitted additionally hereunder by Sponsor pursuant to the reservations to submit additional property contained in paragraph 24. hereinafter, cast in person or by proxy at a meeting duly held in accordance with the provisions of the Condominium 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 sixteen (16) or more apartments. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, Charlotte Amalie, St. Thomas, Virgin Islands.

18. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

In the event that two-thirds (2/3) or more of the total number of apartment units, including additional apartment units, if any, submitted hereunder pursuant to the reservation contained in paragraph 24. hereinafter, are substantially damaged or destroyed, a decision not to reconstruct or repair such damage or destruction by the vote of at least seventy-five (75) percent in number and in common interest of all apartment owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws. If less than two-thirds (2/3) of the total number of apartment units are damaged or destroyed, it shall be mandatory that such damage be repaired and restored. All reconstruction and repairs must be made according to substantially the same plans, specifications, design

and total cubic area, pursuant to which the Buildings were initially constructed.

19. BY-LAWS, RULES AND REGULATIONS

Annexed hereto as Exhibits C and D respectively, are true copies of the Condominium By-Laws and Condominium Rules and Regulations governing the administration of the Property.

20. INVALIDITY

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

21. WAIVER

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

22. CAPTIONS

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

23. GENDER

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

24. SUBMISSION OF ADDITIONAL PROPERTY

Sponsor reserves the right to submit hereunder a tract of land designated as Parcel 16-1-1B to Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands, as more particularly shown on a drawing of said Parcel prepared by F. R. McCloskey & Associates, dated September 7th, 1972, and

having P.W.D. No. A9-179-T72, together with buildings and improvements to be erected thereon. Sponsor further reserves the right to submit hereunder a tract of land designated as Parcel 16-1-1C, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands, as more particularly shown on a drawing of said Parcel prepared by F. R. McCloskey & Associates, dated September 7th, 1972 and having P.W.D. No. A9-179-T72, together with buildings and improvements to be erected thereon. There shall be no obligation upon Sponsor to submit hereunder either Parcel 16-1-1B, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands, or Parcel 16-1-1C, Estate Smith Bay, Nos. 1, 2 and 3, East End Quarter, St. Thomas, Virgin Islands.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 24th day of July, 1973.

RECEIVED FOR RECORDING AT THE RECORDER'S OFFICE  
 ON THE 1st DAY OF Aug 1973 AT 12:13  
 O'CLOCK P  
*R. E. McVielet*  
 DISTRICT RECORDER OF DEEDS

WITNESSES:

DATE August 1, 1973 PAGE 2102  
 DISTRICT RECORDER OF DEEDS  
*R. E. McVielet*

RECORDED IN THE REGISTER FOR THE DISTRICT OF ST. THOMAS AND ST. JOHN, VIRGIN ISLANDS OF THE U.S.A. AND EXTENDING TO THE REAL (PERSONAL) PROPERTY REGISTER FOR QUARTER NO. 11 BOOK 147 PAGE 250 SUB NO. 211

SAPPHIRE HILL VILLAGE, INC. (Sponsor)

*W. Ernest Norcross*  
 W. Ernest Norcross, President  
*James D. Hynle*  
 Secy.

STATE OF TENNESSEE  
 COUNTY OF SHELBY

On this 24th day of July, 1973, before me, the undersigned officer, personally appeared W. ERNEST NORCROSS, who acknowledged himself to be the President of SAPPHIRE HILL VILLAGE, INC., the Corporation described in the foregoing; and he being authorized to do so, executed 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.

*Debie E. Dutton*  
 Notary Public

My commission expires:  
 -20-  
 Nov. 22, 1976