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Granada del Mar
Assoc.

GRANADA DEL MAR CONDOMINIUMS

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January 30, 2019

Recorder of Deeds

Re: Bylaw Amendment

Dear Recorder of Deeds Representative:

Please record the attached Bylaw Amendments for Granada del Mar Condominium parcel of land described as follows:

- ✓ Plot Nos. 109-O (0.650 U.S. acre)
 - ✓ 109-P (0.425 U.S. acre)
 - ✓ 109-Q (0.040 U.S. acre)
 - 110-A (0.222 U.S. acre)
 - 110-B (0.643 U.S. acre)
 - 110-C (0.713 U.S. acre)
 - 110-D (0.725 U.S. acre)

Estate La Grande Princesse, Company Quarter, St Croix, US Virgin Islands, as more fully shown on Public Works Drawing No.2942, dated July 1970, entitled "Resurvey Map of Plots 109-O, 109-P, 109-Q, 110-A-110-F of Estate La Grande Princesse" on file in the Office of Public Surveyor, Christiansted.

Respectfully,

Robert Hunsberger / Granada del Mar - Treasurer

**Bylaws
of the
GRANADA DEL MAR CONDOMINIUM**

**ARTICLE I
NAME AND LOCATION**

These are the Bylaws of the Granada Del Mar Condominium. The principal office of the Condominium shall be located at: Plot Nos. 109-O (0.650 U.S. acre), 109-P (0.425 U.S. acre), 109-Q (0.040 U.S. acre), 110-A (0.222 U.S. acre), 110-B (0.643 U.S. acre), 110-C (0.713 U.S. acre), 110-D (0.725 U.S. acre) Estate La Grande Princesse, Company Quarter, St Croix, US Virgin Islands, as more fully shown on Public Works Drawing No.2942, dated July 1970, entitled "Resurvey Map of Plots 109-O, 109-P, 109-Q, 110-A-110-F of Estate La Grande Princesse" on file in the Office of Public Surveyor, Christiansted.

**ARTICLE II
PURPOSES**

Section 1. FORMATION: This Condominium is formed under the provisions of the Condominium Act of the Virgin Islands to serve as the means through which the Owners of the units in the Condominium may express their opinions and wishes, and take action with regard to the administration, management and operation of the Condominium and the Property described in the declaration.

Section 2. DEFINITIONS:

Declaration - In this document means the following three citations;

- a. VI Annotated Code Title 28 Chapter 33 "The Condominium Act",
- b. The Declaration of Condominium, dated June 28, 1971 as amended,
- c. The Condominium Warranty Deed of each condominium unit.

Delivery/delivered - In this document means delivery by U.S.mail or email via electronic means. Either is sufficient, the preferred method is email provided the condominium unit owner has given an email address to the association.

**ARTICLE III
ASSOCIATION OF CONDOMINIUM UNIT OWNERS**

Section 1. PLACE OF MEETINGS: All of the Owners shall constitute the Association of Condominium unit Owners (hereinafter referred to as "the Association") and shall hold meetings at the principal office of the Condominium or at such place on the Island of St. Croix, U.S. Virgin Islands as the Board of Directors shall authorize.

Section 2. ANNUAL MEETINGS: The annual meeting of the Association shall be held at 10:00 a.m. Atlantic Standard Time on the Saturday, in January, prior to the Monday morning honoring Dr. Martin Luther King, at which time the owners shall elect members to the Board of Directors of the Condominium as provided herein, and may transact such other business as may properly come before the meeting.

Section 3. SPECIAL MEETINGS: Special Meetings of the Association may be called by the President or by a majority of the Board of Directors and must be called by such upon receipt of a written request from Owners representing twelve (12) or more Condominium units. Such written request shall state the purpose or purposes of the proposed meeting. Business transacted at a special meeting shall be confined to the purposes stated in the request.

Section 4. NOTICE OF THE MEETINGS: For the purpose of determining the owners entitled to notice of any meeting of the Association or any adjournment thereof, or for the purpose of any other action, the record of ownership maintained by the Secretary of the Association shall be prima facie evidence of such ownership. Notice of meetings of the Association shall be delivered in writing. Notice of the meetings other than the annual meeting shall state that it is being issued by or at the direction of the person or persons calling the meeting. Such notice shall be mailed or delivered not less than twenty-one (21) or more than forty (40) days, prior to the date of the meeting to each owner appearing on the aforesaid record of ownership. Notice of meetings at which disposition is to be made of assets (except the sale of any condominium unit that is owned by the association), granting of rights, or easements in the Property must also be given to the holders of the first mortgages on the condominium units.

Section 5. QUORUM OF OWNERS: A quorum shall consist of 51% of the Owners or their designated proxy. For an owner to be entitled to vote on any matter at the meeting, the Owner must be current (no more than thirty (30) days in arrears as regards to any fees, assessments, or fines owed to the Association. The subsequent joinder of an Owner in the action taken at a meeting by signing in shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize the meeting it cannot be broken by the subsequent withdrawal of an Owner or Owners.

Section 6. WAIVER OF NOTICE: Notice of meetings need not be given to any Owner who signs a waiver of notice either in person or by proxy whether before or after the meeting. The attendance of any Owner at a meeting, in person or by proxy, without protesting prior to the conclusion of the meeting the lack of proper notice of such meeting shall constitute a waiver of notice of the meeting by him.

Section 7. VOTING:

Each Owner or his proxy (who need not be an Owner) on such Owner's behalf, so long as the Owner is not more than thirty (30) days in arrears on any fees, assessments or fines owed to the Association, shall be entitled to cast the votes appurtenant to the Owner's Condominium unit at all meetings of the Association. The designation of any such proxy shall be made in writing, duly witnessed, to the Secretary of the Association and shall be revocable at any time by written notice to the Secretary by the designating Owner at or prior to the commencement of the relevant

meeting. The total number of votes of all Owners shall not exceed 100 (see Exhibit B). If the Association holds title to one or more Condominium units, they shall cast the votes at all meetings of the Association for the percent of interest in the Common Areas and Facilities appurtenant to each Condominium unit (see Exhibit B). The records of ownership maintained by the Secretary shall be closed for the purposes of voting at any meeting 40 days prior to each such meeting.

ARTICLE IV DIRECTORS

Section 1. BOARD OF DIRECTORS: The Condominium shall be managed by the Board of Directors. Each member of the Board shall be over the age of twenty-one years and shall be elected from among the Owners at the Annual Meeting.

Section 2. NUMBER AND TERM OF OFFICE: The members of the Board of Directors shall be five in number all of whom shall be Owners. Each member of the Board shall be elected to serve for a term of one year, starting with the annual meeting held on the Saturday, in January, prior to the Monday honoring Dr. Martin Luther King, The Board may be enlarged by a vote of the majority of the Owners but in no event shall the Board consist of more than seven.

Section 3. NOMINATIONS AND ELECTIONS:

A. Any Owner who is or will be eligible to be nominated may notify the Manager prior to the mailing of the Notice of the Meeting of their intent to be nominated at the meeting along with their qualifications or other information or reasons for their interest in being nominated. The Secretary will compile a listing of those Owners so interested, and mail and/or transmit via email. The Manager, in his discretion, may limit the amount of information transmitted in the event the amount of information is so burdensome to the Manager, but the Manager will ensure that the information is transmitted equally and fairly to all owners. Nominations shall be from the floor at the annual membership meeting, providing said nominee shall have previously indicated that he will be willing to serve or be present at the meeting. The vote shall be had by written ballot. All of the directors shall be elected at the same meeting.

B. The nominee or nominees receiving a plurality of votes cast at the meeting shall be elected and in case of a tie vote a new ballot shall be cast in order to determine the successful nominee among those tied.

C. Before balloting for a director, the President of the Association shall appoint three inspectors of election who shall collect, receive, canvass and report the votes cast at such election. The inspectors shall not be candidates for the offices being voted on.

D. No Owner who has failed to pay his Common Charges within thirty (30) days after being assessed by the Board shall be eligible for election as a member of the Board of Directors or be eligible to participate in any vote at the meeting.

Section 4. VACANCIES:

A. Vacancies occurring in the Board for any reason shall be filled by the remaining members of the Board of Directors at their next meeting by electing a person who shall serve until the next annual meeting.

B. Any or all of the Directors may be removed for cause by vote of the Owners at a special meeting called for that purpose, and any Director may be removed for cause by action of the Board of Directors.

C. A Director may resign at any time by giving written notice to the Board. Unless otherwise specified in the letter of resignation, the resignation shall take place immediately upon receipt thereof and acceptance of the resignation shall not be necessary to make it effective.

Section 5. TIME AND PLACE OF BOARD MEETINGS: Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board. At least six such meetings shall be held during each calendar year. The Board may hold its meeting at the Condominium or at such places as it may determine including electronically or via teleconference. The first meeting of the Board, for which no notice need be given, shall be held immediately following the annual meeting of the Association at the place where such annual meeting is held.

Section 6. QUORUM: A majority of the entire Board of Directors shall constitute a quorum for the transaction of any business. If at any meeting there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present.

Section 7. ACTION OF THE BOARD: A quorum being present, a vote of the majority of those present shall constitute the action of the Board, except as to those matters where the Bylaws or Declaration otherwise provide.

Section 8. NOTICE OF MEETINGS AND WAIVERS: The time and place for regular meetings having once been established such meetings may thereafter be held without notice. If the time and the place of a regular meeting be changed or a special meeting be called by the President, notice shall be given at least three (3) days in advance, delivered by mail, electronically/email, telephone or in person. Notice need not be given to any Director who submits a waiver of notice.

Section 9. PRESIDING OFFICER: The President or in his absence the Vice-President, or if both be absent, a Chairman selected and chosen by the Board shall preside at meetings of the Board.

Section 10. COMPENSATION: No member of the Board shall receive any compensation from the Association for acting as such.

Section 11. POWERS AND DUTIES OF THE BOARD: The Board shall have powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these Bylaws may not be

delegated to the Board of Directors or shall be reserved to the Owners. Such powers and duties of the Board shall include, but shall not be limited to, the following :

A. The operation, care, upkeep, and maintenance of the Common Areas and Facilities and, in case of casualty, the repair and restoration of the Condominium except as provided in the Declaration.

B. The determination of the Common Expenses required for the operation, care, upkeep, and maintenance of the Common Areas and Facilities and the assessment and collection of the Common Charges against the Owners to meet the Common Expenses according to the respective square footage of each Condominium unit.

C. The determination of any additional fees including but not limited to an administrative fee for condominium units being rented.

D. The enforcement by legal means, if necessary, of all payment of Common Charges, and of the provisions of Declaration, these Bylaws, the Rules and Regulations, and the duly adopted resolutions and determinations of the Board of Directors.

E. The adoption and amendment of such reasonable Rules and Regulations as it may deem advisable for the maintenance, conservation, and beautification of the Property, and for the health, safety and general welfare of the Owners and occupants of the property. Written notice of such Rules and Regulations shall be given to all Owners or occupants and the entire Property shall at all times be maintained subject to such Rules and Regulations.

F. Opening of bank accounts on behalf of the Condominium and designating the signatories required therefore.

G. Payment of the cost of water, electricity, telephone, or other services rendered to the Common Areas and Facilities.

H. Taking possession of any abandoned Condominium unit to prevent loss or damage to other Condominium units or to the Common Areas and Facilities.

I. Buying or selling any Condominium unit that the Board determines is in the best interests of the Association, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with Condominium units acquired by the Board of Directors or its designee on behalf of all Owners as above provided.

J. Obtaining hazard and liability insurance for the Property and the Condominium in accordance with the provisions of Section 2 of Article VI hereof.

K. The doing of things and the performance of all acts which, in the judgment of the Board, shall be necessary, convenient or proper for the preservation of prudent operation or the prevention of loss or damage to the Condominium.

L. Maintaining and repairing any Condominium unit, at the discretion of the Board or by operation of applicable restrictions if such maintenance or repair is necessary,

a. to protect the Common Areas and Facilities or,

b. to protect any other portion of the building or,

c. to repair any Condominium unit if an Owner of any Condominium unit has failed or refused to do such maintenance or repair within reasonable time after written notice of the necessity of said maintenance or repair delivered or mailed by the Board to said Owner.

The repairs highlighted in this section can only be made by the association after the board has provided written notice to the owner. If after notification, email or USPS, the repairs are made

by the association, the Board shall levy a special assessment against such Owner for the costs of said maintenance or repair.

M. Signing all agreements, contracts, deeds and vouchers for payment of expenditures and other instruments in such manner as from time to time shall be determined by written resolution of the Board.

N. The services of any person or persons, firm, or corporation to act as managing agent may be engaged at a compensation established by the Board, to perform such duties and services as the Board shall authorize including but not limited to the duties listed in subdivisions: (A), (F), (J), and (K).

ARTICLE V OFFICERS

Section 1. At the meeting of the new Board of Directors immediately following the annual meeting of Owners, the board will select among themselves, a President, Secretary, Treasurer, and First Vice-President to assist the President and a Second Vice-President to assist the Secretary and Treasurer. These officers will hold office until the meeting of the Board of Directors following the next annual meeting of the Owners.

Section 2. PRESIDENT: The President shall be the chief executive officer. He shall have the general powers and duties usually vested in a President, including the power to appoint committees as he may, with the consent of the Board of Directors, deem appropriate. He shall preside at all meetings of the Owners and of the Board of Directors.

Section 3. VICE-PRESIDENTS: First Vice-President shall perform all duties as shall be delegated to him by the President. He shall serve as chairman of committees when appointed by the President. He shall exercise the powers and perform the duties of the President in his absence or disability, the Vice -President who shall perform the aforesaid duties shall be determined by the order of their appointment. Second Vice-President should assist the Secretary and/or Treasurer when needed and in their absence take over their respective duties.

Section 4. SECRETARY: The Secretary shall keep a record of all actions of the Board and all meetings of the Association, attend to all correspondence on behalf of the Board of Directors, prepare and serve notice of meetings and keep an up to date list of Owners and their addresses. He shall prepare and have available at each annual meeting of the Association a list of the names of the Owners and of the respective Common interest in the Condominium and certify which of them are entitled to vote. He shall perform all other duties and keep all books and records incident to the office of Secretary that may be required by the President or the Board of Directors.

Section 5. TREASURER: The Treasurer shall oversee the financial records of the Association and advise the designated bookkeeper of the Board's decisions relating to expenditures or assessments. Delinquencies should be reported at each meeting of the Board, or any evidence of indebtedness. All other duties shall be performed as prescribed by the Board. An annual report shall be presented at the annual meeting.

Section 6. EXECUTION OF DOCUMENTS: All agreements, contracts, deeds, leases, checks and other documents shall be executed by one or more officers or other persons, as shall be designated by the Board of Directors.

Section 7. LIABILITY OF THE BOARD OF DIRECTORS: The members of the Board of Directors shall not be liable to the Condominium unit owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith or acting contrary to the Bylaws of the Association. The Condominium unit owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Property unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of the Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by the Board of Directors or out of the aforesaid indemnity. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Property shall provide that the members of the Board of Directors or the managing agent, or the manager, as the case may be, are acting only as agents for the Condominium unit owners and shall have no personal liability (except as Condominium unit owners). Each Condominium unit owner's liability shall be limited to such proportion of the total liability as his interest in the Common Areas and Facilities bears to all such interest (see Exhibit B).

ARTICLE VI

OPERATION OF THE CONDOMINIUM

Section 1. DETERMINATION OF COMMON EXPENSES AND FIXING OF COMMON CHARGES: budget for the Condominium, determine the amount of the Common Charges payable by the Owners to meet Common Expenses, and allocate and assess such Common Charges among the Owners. The Common Expenses shall include, among other things, the insurance premiums on all policies to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article VI. The Common Expenses may also include such amounts as the Board of Directors deem proper for the operation and maintenance of the Common Areas and Facilities, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the Common Expenses for any prior year. The Board of Directors shall advise Owners promptly in writing of the amount of Common Charges payable by each of them, respectively, as determined by the Board of Directors, as aforesaid, and shall furnish copies of each budget on which Common Charges are based to all Owners.

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

A. insurance against loss caused by fire, vandalism, malicious mischief, windstorm, flood, overflow of the sea, earthquake and other natural disaster, with extended coverage, such insurance to include coverage for loss or damage to all insurable common areas of the property of the Condominium, together with all service machinery (including but not limited to pool, pool house, tools, sheds, and generator building) contained therein. In no instance shall this insurance provide coverage to property contained within Condominium units regardless of ownership as follows: (1) finished textures and treatments for floors, walls and ceilings, (2) fixtures, improvements, and alterations that are a part of the building or structure; (3) appliances and all components thereof (including those components exterior to condominium unit), such as those used for refrigerating, ventilating, air conditioning cooking, dishwashing, domestic water heating, laundering, security or housekeeping; (4) cabinetry, plumbing fixtures, and installed electrical fixtures such as ceiling fans and ceiling lighting fixtures; and (5) windows, doors, and storm shutters. Such coverage shall protect the interest of the Association, acting through the Board of Directors, and all Owners and their mortgagees, as their respective interests may appear, in an amount attainable.

B. Workmen's Compensation Insurance;

C. Comprehensive General Public Liability Insurance in such amounts as the Board of Directors may, from time to time, determine, covering all Directors, the Owners' association, and managers, if any, and other employees and

D. Such other insurance as the Board of Directors may determine. All such policies shall provide that adjustment of loss shall be made by the Board of Directors and that the net proceeds thereof, shall be payable to the Board of Directors.

All policies of physical damage to the extent obtainable shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled without at least twenty (20) days prior notice to all of the insureds.

Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any Owner.

Section 3. REPAIR OR RECONSTRUCTION AFTER FIRE OR OTHER CASUALTY: In the event of damage to or destruction of any Condominium unit as a result of fire or other casualty unless 80% or more of the Condominium units are substantially damaged or destroyed

and Owners representing at least 80% in Common Interest determine in accordance with the Declaration, not to proceed with the repair or restoration, the Board of Directors shall arrange for the prompt repair or restoration of the Condominium unit or Condominium units so damaged or destroyed and the Board of Directors shall disburse the proceeds of all insurance to the contractors engaged in such repair or restoration in appropriate progress payments. Any cost of such repair or restoration in excess of the insurance proceeds shall constitute Common Expense and the Board of Directors may assess all the Owners for such deficit as part of the Common Charges.

If 80% or more of the Condominium units are substantially damaged or destroyed and if within sixty (60) days of the date of such damage or destruction Owners representing at least 80% in Common Interest determine not to proceed with repair and restoration, the Property, the building(s) and the Common Areas and Facilities shall be subject to an action for partition at the suit of any Owner or lien holder, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Directors among all the Owners in proportion to their respective Common Interests, after first paying out of the share of each Owner the amount of any unpaid liens on his Condominium unit, in order of priority such liens.

Section 4. PAYMENT OF COMMON CHARGES: All Owners shall be obligated to pay the Common Charges assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Directors shall determine.

No Owner shall be liable for the payment of any part of the Common Charges assessed against his Condominium unit subsequent to a transfer of deed, or other conveyance by him of such Condominium unit. In addition, any Owner may, subject to the terms and conditions specified in these Bylaws, provided that his Condominium unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid Charges, convey his Condominium unit to the Board of Directors, or its designee, on behalf of all other Owners, and in such event be exempt from Common Charges thereafter assessed.

In any voluntary conveyance the purchaser of a Condominium unit shall be jointly and severally liable with the seller for unpaid Common Charges against the seller as Owner for the Common Charges to the date of conveyance, without prejudice to the purchaser's right to recover from the seller the amounts paid by the purchaser thereof. A mortgagee or other purchaser of a Condominium unit at a judicial sale of such Condominium unit shall be liable for and such Condominium unit shall be subject to a lien for the payment of any Common Charges assessed for any period prior to the judicial sale. Any purchaser shall be subject to a lien for the payment of any Common Charges assessed for any period prior to the judicial sale. Any purchaser shall be entitled to a statement issued by or at the direction of the Board of Directors setting forth the amount of any unpaid assessment for Common Charges against the seller and such purchaser shall not be liable for, nor shall the Condominium unit purchaser be subject to a lien for any unpaid Common Charges in excess of the amount set forth in such statement as of the date of such settlement.

Section 5. COLLECTION OF ASSESSMENTS: The Board of Directors shall assess Common Charges against the Owners monthly in advance and shall take prompt action to collect any Common Charges due from any Owner which remains unpaid for more than thirty (30) days from the date of billing.

Section 6. DEFAULT IN PAYMENT OF COMMON CHARGES, ASSESSMENTS AND FINES:

A. In the event of default by any Owner in paying the Common Charges, such Owner shall be obligated to pay the maximum legal penalties including interest, on unpaid Common Charges from the due date thereof, together with all expenses, including Attorney's fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid Common Charges. The Board of Directors shall have the duty to take all such actions as shall be authorized by law to enforce payment of the Common Charges and/or to enforce the lien thereof on the Condominium unit.

B. If the owner is in default in the payment of any assessment, fines or common charges duly levied, the Property Manager shall notice the owner that the account is delinquent within Fifteen (15) days. If such assessments, fines or common charges remain unpaid or unsettled upon expiration of Forty-five (45) days the property manager shall give notice to the Board and to the owner (and tenant if applicable) that if the dues are not paid in full within 30 days from receipt of this final demand for payment, the Association, through the Property Manager, may, without prejudice to such other rights and remedies it is entitled to under the law or equity, cut off existing utilities and other services until such time the entire overdue amount shall have been fully paid. These services include all common expenses such as water and cable.

C. Delinquent condominium unit owners who shall have failed to pay two (2) consecutive months and their relatives, guests and visitors shall not be allowed the use of any common facility of the condominium project, such as but not limited to the swimming pool.

D. In case any condominium unit owner, tenant/lessee or occupant of a condominium unit violates or commits a breach of, any limitation, restriction, covenant, or condition of the Master Deed and Declaration of Restrictions, the By- Laws of the Association or the condominium house rules and regulations, not involving an obligation to pay money, the Association shall direct the erring condominium unit owner, tenant/lessee or occupant, as the case may be, by written notice to enjoin, remedy or otherwise abate the violation or breach within a reasonable period of time. Upon failure or refusal of the said condominium unit owner, tenant/lessee or occupant to do so within the time fixed in the notice or instruction, the Association, through the Property Manager or such other officer as may be authorized for this purpose, shall have the right (1) to enter the condominium unit of the erring condominium unit owner, tenant/lessee or occupant and to summarily abate and remove, at the expense of the said condominium unit owner, tenant/lessee or occupant, as the case may be any structure, thing or condition constituting the violation; (2) to impose fines in accordance with a schedule of fines that may be promulgated by the Association, which fines shall be included in the assessments made against the condominium unit owner concerned; (3) by appropriate legal proceedings, to enjoin, abate or

remedy the continuance of such violation or breach or to otherwise enforce compliance with the pertinent provisions of the By-Laws of the Corporation, the Master Deed and Declaration of Restrictions and the Condominium house rules and regulations; and (4) if the breach or violation is committed by a tenant or guest of the condominium unit owner or any person allowed access to the condominium premises by the condominium unit owner or tenant, the Association, through its duly authorized representative, shall require the condominium unit owner or tenant to ask such guest or person to vacate the condominium unit and/or leave the condominium project.

E. The erring and/or delinquent party shall be liable for all expenses incurred by the Condominium Corporation for the abatement of violations, enforcement of sanctions and penalties therefore or collection of unpaid association dues and assessments, including interest, cost and attorney's fees, which fees shall be equivalent to twenty percent (20%) of the amount due.

F. Condominium unit owners, tenants/lessees and occupants of condominium units shall be liable for any and all damages caused to any person, property or the Association and its authorized representatives, arising out of or as a result of any violation or breach of the condominium house rules and regulations, By-Laws of the Association or the Master Deed and Declaration of Restrictions which is attributable to said condominium unit owner, tenant/lessee or occupant and/or their guests, visitors, employees, agents and domestic helpers.

G. Subject to the provisions of Article VI hereof, all unpaid Common Charges assessed against an Owner of a Condominium unit shall constitute a lien on that Condominium unit in accordance with 922 of the Act, which lien may be foreclosed by a suit by the Board of Directors. In any such foreclosure the Owner shall be required to pay a reasonable rental for the Condominium unit and the Board may appoint a receiver to collect the same.

Section 7. STATEMENT OF COMMON CHARGES: The Board of Directors shall promptly provide any Owner so requesting the same with a statement of all unpaid Common Charges due from such Owner assessed against his Condominium unit.

Section 8. ABATEMENT AND ENJOINMENT OF VIOLATIONS BY OWNERS: The violation by any Owner of any of the Rules and Regulations adopted by the Board of Directors, or the breach of any provision of these Bylaws, or the breach of any provision of the Declaration, or the creation of any condition in an Condominium unit hazardous to the Condominium shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws, or available by law; (a) to enter the Condominium unit in which, or to which such violation, breach, or condition exists and summarily to abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings either at law or in equity, the continuance of any such breach or any such condition.

Section 9. MAINTENANCE AND REPAIR:

A. All maintenance of and repairs to any Condominium unit, ordinary or extraordinary, shall be the responsibility of the Owner of the Condominium unit (see Exhibit A). Such responsibility shall include but not be limited to the maintenance, repair, and replacement of: (1) Appliances and all components thereof, such as those used for refrigerating, ventilating, air conditioning, cooking, dishwashing, domestic water heating, laundering, security or housekeeping; and (2) Floor tiles and carpeting, paint and stucco on walls and ceilings, cabinetry (kitchen and bathroom), internal plumbing, plumbing fixtures and, in Condominium unit electrical panel box, wires, and circuit breakers, fixtures such as ceiling fans and ceiling lighting fixtures, and all doors and windows and storm shutters including mechanisms, frames, blinds, and glass. Each Owner shall be responsible for all damages to any Condominium unit and/or Common Areas and Facilities caused by his failure so to maintain and repair his Condominium unit or arising out of such Owner's negligence, misuse or neglect of any Common Areas and Facilities contained in his Condominium unit.

B. All maintenance, repairs and replacement to the Common Areas and Facilities, whether located inside or outside of the Condominium units (unless necessitated by the negligence, misuse or neglect by an Owner, in which case such expense shall be charged to such Owner) shall be made by the Board of Directors and be charged to all the Owners as a Common Expense.

Section 10. RESTRICTION ON USE OF CONDOMINIUM UNITS: In order to provide for congenial occupancy of the Condominium unit and for the protection of the value of the Condominium, the use of the Condominium units and the Common Areas and Facilities shall be restricted to and shall be in accordance with the following provisions:

A. The Condominium units shall be used for residences only. Each Owner may enter into a rental, lease or occupancy agreement with respect to his Condominium unit and nothing herein shall preclude an Owner from leasing his Condominium unit.

B. The Common Areas and Facilities shall be used only for the furnishing of the services and facilities for which they are reasonably suited and intended and which are incident to the use and occupancy of Condominium units and without hindering or encroaching upon the lawful rights of other Residents.

C. No nuisances shall be allowed nor shall any use or practice be allowed which is a source of annoyance to the Residents or which interferes with the peaceful possession or proper use of the Condominium by the Residents.

D. No improper, offensive or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning laws and regulations of all Governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or

requirements of any Governmental agency having jurisdiction thereof, relating to any portion of the Condominium, shall be complied with, by and at the sole expense of the Owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Condominium.

E. No person or entity shall directly or indirectly own, or have an ownership interest in, more than three condominium units. For the purposes of this provision, the term "person" and "entity" are defined as including in each instance all entities in which the person or entity has any legal or beneficial interest.

Section 11. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY BOARD OF DIRECTORS: Whenever in the judgment of the Board of Directors, the Common Areas and Facilities shall require additions, alterations or improvements costing in excess of \$25,000.00 and the making of such additions, alterations or improvements shall have been approved by the vote of at least 51% of the Common Interest of the Owners, the Board of Directors shall proceed with such additions, alterations or improvements and the cost thereof shall constitute a Common Expense. Any additions, alterations or improvements costing \$25,000.00 or less may be made by the Board of Directors without approval of Owners and the cost thereof shall constitute a Common Expense. Any single expenditure approved by the Board of Directors between \$5,000 and \$25,000 must be reported to the condominium owners.

Section 12. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNERS: No Owner shall make any structural additions, alterations or improvements in or to his Condominium unit, including any exterior painting, without the prior written consent thereto of the Board of Directors. The Board of Directors shall have the obligation to answer any written request for approval of a proposed structural addition, alteration or improvement in such Owner's Condominium unit within thirty (30) days after such request, and failure to do so within that time shall constitute consent by the Board of Directors to the proposed addition, alteration or improvement. Any application to any department of the Government of the Virgin Islands or to any other Governmental authority for a permit to make an addition, alteration or improvement in or to a Condominium unit shall be executed by or at the direction of the Board of Directors only, without, however, incurring any liability on the part of the Board of Directors or any of them to any contractor, subcontractor, on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 13. RIGHT OF ENTRY: An Owner shall grant a right of entry to his Condominium unit to the manager or managing agent or any other person authorized by the Board of Directors, for the purpose of making inspections or for the purpose of correcting any condition originating in his Condominium unit and threatening another Condominium unit or the Common Area and Facilities, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Areas or Facilities in his Condominium unit or elsewhere in the Building(s) provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of an emergency, such right of entry shall be immediate, whether the Owner is present at the time or not. It is the responsibility of each Owner

to provide a key for his Condominium unit to the Board of Directors or the managing agent. If no key is available, damages incurred by forced entry, must be assumed by the Owner.

ARTICLE VII MORTGAGES

Section 1. NOTICE TO BOARD OF DIRECTORS: An Owner who mortgages his Condominium unit shall notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgages of Condominium units". Any mortgagee shall also have the right to provide the Board with such information.

Section 2. NOTICE OF UNPAID CHARGES: The Board of Directors, whenever so requested in writing by a mortgagee of a Condominium unit, shall promptly report any then unpaid Common Charges which remain unpaid for more than thirty (30) days from the time of the assessment thereof, or any other default by the Owner of the mortgaged Condominium unit.

Section 3. EXAMINATION OF BOOKS: Each Owner and each mortgagee of a Condominium unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

Section 4. NOTICE OF DEFAULT: The Board of Directors, when giving notice to an Owner of a default in paying Common Charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Condominium unit whose name and address has theretofore been furnished to the Board of Directors.

ARTICLE VIII CONDEMNATION

Section 1. CONDEMNATION: In the event of a taking in condemnation or by eminent domain of part or all of the Common Areas and Facilities, the award made for such taking shall be payable to the Board of Directors. If Owners representing at least 80% in Common Interest duly and promptly approve the repair, restoration or replacement of such Common Areas and Facilities, the Board of Directors shall arrange for such repair, restoration or replacement and the Board of Directors shall disburse the proceeds of such award to the contractors engaged in such repair, restoration or replacement in appropriate progress payments. In the event that the repair, restoration or replacement of such Common Areas and Facilities is not duly and promptly approved, the Board of Directors shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these Bylaws.

ARTICLE IX RECORDS

Section 1. RECORDS: The Board of Directors or the Managing Agent shall keep detailed records of the actions of the Board of Directors and the Managing Agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the Association, and financial records and of accounts of the Association, including a chronological listing of receipts and expenditures, as well as a separate account for each Condominium unit which, among other things, shall contain the amount of each assessment of Common Charges against such Condominium unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all Owners at least semi-annually. In addition, an annual report of the receipts and expenditures of the Association by any independent public accountant shall be rendered by the Board of Directors to all Owners promptly after the end of each fiscal year.

ARTICLE X MISCELLANEOUS

Section 1. NOTICES: All notices hereunder shall be sent to the Board of Directors or to any other address, email or physical address, the Board of Directors may designate by notice in writing to all Owners. All notices to Owners shall be sent by mail to the physical address or email, that has been designated by them. All notices to mortgagees of Condominium units shall be sent by mail or email to their respective addresses. All notices shall be deemed to have been given when mailed except notices of change of address which shall be deemed to have been given when received.

Section 2. INVALIDITY: The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity or enforceability of the balance of the Bylaws.

Section 3. CAPTIONS: The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws, or the intent of any provision thereof.

Section 4. GENDER: The use of the masculine gender in these Bylaws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. WAIVER: No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XI
AMENDMENT TO BYLAWS

Section 1. AMENDMENT TO BYLAWS: These Bylaws may be modified or amended by the vote of the Owners representing at least 66 2/3% in Common Interest of all Owners at a meeting of the Association duly called and held for such purpose.

ARTICLE XII
CONFLICTS

Section 1. CONFLICTS: In case of any of these Bylaws conflict with the provisions of the Act or of the Declaration, as the case may be, the provisions of the Act or of the Declaration shall control.

Exhibit A "Insurance and Maintenance Responsibilities"
Exhibit B "Interest in Common Areas and Votes per unit"

SEE EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN
SEE EXHIBIT "B" INCORPORATED BY REFERENCE HEREIN.

Exhibit A
Insurance Coverage and Responsibilities Matrix
Granada del Mar Condominium

This matrix is intended to be an aid for all the Granada del Mar condo association members to understand insurance coverage and maintenance requirements. It is not an all- inclusive list.

Insurance: Earthquake, Hurricane, Overflow of sea Insurance: Fire, vandalism, mischief Article VI Section 2			Maintenance: replacement, repair and/or preventative Art VI Sec 9 a & b	
Item Description	GDM	Owner	GDM	Owner
Exterior Doors to units		X		X
Exterior Windows to units		X		X
Hurricane Shutters		X		X
Bars on Gallery/Porches		X		X
A/C Condensers on Roof		X		X
Electric wires in walls/ceilings feeding panels in units	X		X	
Electric boxes and wires on roof	X		X	
Electric Panels in basement	X		X	
Electric wires and circuit breaker panels in units		X		X
Electric fixtures and wires in open balcony		X		X
Paint and Stucco in unit		X		X
Plumbing pipes in walls/ceilings to/from units	X		X	
Plumbing fixtures in units- tubs, showers, sinks, toilets, faucets, drains		X		X
Electric switches, outlets		X		X
Electric fixtures, ceiling fans and lights		X		X
Washer and Dryer in units		X		X
Stove/range in units		X		X
Microwave in units		X		X
Refrigerator in units		X		X
Water heater in units		X		X
Dishwasher in units		X		X
A/C and duct work in units, including split systems and condensation lines and copper lines		X		X
All cabinets kitchen, bathroom, other		X		X
Interior doors		X		X
Tile flooring		X		X
Tile walls		X		X

Exhibit A (continued) Insurance Coverage and Responsibilities Matrix Granada del Mar Condominium				
Furniture		X		X
Artwork		X		X
Carpet		X		X
Exterior Paint & Stucco walls and ceilings	X	X	X	X
Open Balcony/gallery ceilings & walls	X		X	
Open Balcony/gallery floors & tile	X		X	
Open Balcony/gallery electric fixtures & wires	X		X	
Enclosed Balcony/gallery ceilings & walls		X		X
Enclosed Balcony/gallery floors & tile		X		X
Enclosed Balcony/gallery electric fixtures & wires		X		X
Improvements- fixtures & alterations that are part of building or structure		X		X
Electronics; TV, computers, phones, printers, drives, consoles, etc		X		X
Responsible for damage to structure or common area and facilities as a result of owner misuse, neglect or failure to maintain		X		X

Exhibit B "Interest in Common Areas and Votes per unit"

	Unit Number	Unit Type **	Original 1970's Value of Unit	%Undivided Interest in Common Facilities	Votes per unit owner
First Floor	101	A	\$69,000.00	2.706	2.706
	102	B	\$65,000.00	2.546	2.546
	103	A	\$69,000.00	2.706	2.706
	104	A	\$69,000.00	2.706	2.706
	105	B	\$65,000.00	2.546	2.546
	106	B	\$65,000.00	2.546	2.546
	107	A	\$69,000.00	2.706	2.706
	108	A	\$69,000.00	2.706	2.706
	109	B	\$65,000.00	2.546	2.546
	110	B	\$65,000.00	2.546	2.546
	111	A	\$69,000.00	2.706	2.706
	112	A	\$69,000.00	2.706	2.706
Second Floor	201	A	\$71,000.00	2.782	2.782
	202	B	\$66,000.00	2.586	2.586
	203	A	\$71,000.00	2.782	2.782
	204	A	\$71,000.00	2.782	2.782
	205	B	\$66,000.00	2.586	2.586
	206	B	\$66,000.00	2.586	2.586
	207	A	\$71,000.00	2.782	2.782
	208	C	\$85,000.00	3.324	3.324
	209	C	\$85,000.00	3.324	3.324
	210	B	\$66,000.00	2.586	2.586
	211	A	\$71,000.00	2.782	2.782
	212	A	\$71,000.00	2.782	2.782
Third Floor	301	A	\$73,000.00	2.858	2.858
	302	B	\$67,000.00	2.630	2.630
	303	A	\$73,000.00	2.858	2.858
	304	A	\$73,000.00	2.858	2.858
	305	B	\$67,000.00	2.630	2.630
	306	B	\$67,000.00	2.630	2.630
	307	A	\$73,000.00	2.858	2.858
	308	C	\$89,000.00	3.488	3.488
	309	C	\$89,000.00	3.488	3.488
	310	B	\$67,000.00	2.630	2.630
	311	A	\$73,000.00	2.858	2.858
	312	A	\$73,000.00	2.858	2.858

Exhibit B (continued) Interest in Common Areas and Votes per unit				
totals			\$2,552,000.00	100.000 100.000
** Only three sizes of units		A: 1,125.30 sq ft		19 units
		B: 1,231.41 sq ft		13 units
		C: 1,615.64 sq ft		4 units



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C. PORTIA PIERRE

RECORDER OF DEEDS

ST CROIX

MISC RECORDING FEES \$45.00

ATTACH FEE \$26.50

C. Portia Pierre

Recorder

AMENDMENT #5
TO
DECLARATION OF CONDOMINIUM
OF
GRANDA DEL MAR CONDOMINIUM

WHEREAS, at a meeting of unit owners held on January 19, 2019, duly called in accordance with the Declaration and By-Laws at least 66 2/3% of the unit owners attending the meeting approved the within amended By-Laws.

NOW, THEREFORE, said Declaration is amended, effective January 19, 2019, as more fully described in the attached By-Laws. incorporated by reference herein.

Dated this 30 day of January 2019.

GRANADA DEL MAR CONDOMINIUM

Richard E. Thompson
PRESIDENT

ATTEST:
BY: Robert A. Hunsberger
TREASURER



ACKNOWLEDGEMENT

Territory of the Virgin Islands
District of St Croix

I certify that on this 30th day of January 2019, Richard E. Thompson and Robert A. Hunsberger personally appeared before me and acknowledged under oath to my satisfaction they are respectively President and Treasurer of the Association of Owners of Granada Del Mar Condominium and that as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained.

Sara Y. Santos
NOTARY PUBLIC
Sara Y. Santos
Notary Public of St. Croix, USVI
My Commission Expires January 18, 2022
No. NP-104-18

C. Portia Pierre
Recorder

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C. PORTIA PIERRE
RECORDER OF DEEDS
ST CROIX
MISC RECORDING FEES \$26.00

**RESOLUTION OF THE
GRANADA DEL MAR CONDOMINIUM ASSOCIATION
BYLAWS RATIFICATION MEETING**

On the 19th day of January 2019, at the owner's meeting called for the sole purpose of amending the Bylaws, pursuant to the Bylaws of Granada del Mar Condominium Association Article XI Section 1, Amendment to Bylaws: the updated bylaws were passed by owners representing at least 66 2/3% Common Interest.

This approval included consolidating all previous versions and including previous amendments, and updating the document as shown above.

The foregoing (pages 1 through 20) reflects the resolutions of the Granada del Mar Condominium Association Bylaws ratification.

2/5/2019
Dated:

James E Mulder
James E Mulder, Secretary

Jan M Mulder
Witness

Attest By:
Karen Thomas
Karen Thomas, Vice President

[Signature]
Witness

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C. PORTIA PIERRE
RECORDER OF DEEDS
ST CROIX
MISC RECORDING FEES \$25.00



ACKNOWLEDGEMENT

Territory of the Virgin Islands
District of St Croix

I certify that on this 5th day of February 2019, James E. Mulder and Karen Thomas personally appeared before me and acknowledged under oath to my satisfaction they are respectively President and Treasurer of the Association of Owners of Granada Del Mar Condominium and that as such officers being authorized to do so, executed the foregoing instrument for the purposes therein contained.

[Signature]
NOTARY PUBLIC

C. Portia Pierre
Recorder

