

Date: June , 1989

No. \_\_\_\_\_

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

VISTA CONCORDIA

D. A. Lomax and Deborah H. Lomax ("Developer") hereby amend the Declaration of Protective Covenants and Restrictions of Vista Concordia Subdivision dated July 6, 1988 and recorded as document No. 4514/1988 at Vol. PC 283 page 91 (hereafter the "Declaration") as follows.

1. The following additional property is hereby subjected to said Declaration:

	<u>PLOT</u> -----	<u>ACRES</u>
REMAINDER	56	.5246
	78 GROUP DWELLING PLOT	2.0116
	86	.5454
	87	.6056
	88	.6094
	89	.6227
	90	.6689
	91	.6282
	92	.6220
	93	.7997
	94	.6030
	95	.8693
	96	.6569
	97	.6596
	98	.6492
	99	.6446
	100	.6151
	101	.5867
	102	.6025
	103	.6352
	104	.6822
	105	.6157
	106	.5566
	107	.8436
	108	.6208
	109	.7062
	110	.9090
	111	.7101
	112	.7125
	113	.6053
	114	.6595
	115	.6225
	116	.6601
	117	1.4860 ROAD PLOT
	118	.8630 ROAD PLOT

all as more fully shown on PWD Drawing No. 4506 dated December 19, 1988 and on PWD Drawing No. 4548 dated May 25, 1989.

Said Declaration shall henceforth apply to, burden, and benefit said plots as if they were initially listed therein.

2. The Developer to amend the Declaration as follows:

- A. Paragraph No. 8 captioned "Building Lines" shall be deleted in its entirety and the following shall be substituted in its place:

"8. BUILDING LINES. No structures shall be constructed within twenty feet (20') of any boundary line except a Vista Concordia perimeter line and in that event a building may be placed within fifteen (15) feet of the perimeter boundary. Where two or more lots are combined within one title the perimeter or outside boundary of the combined lot will prevail. In the event a "group dwelling" permit is issued, the exterior boundary of such area shall comply with these provisions. Notwithstanding these fixed rules, the committee reserves the right to modify this setback requirement on a case by case basis provided it finds such modification justifiable due to the contour of the land, grade of the road, or in order to facilitate the preservation of a mature tree."

- B. Paragraph No. 21 captioned "Owners Association" shall be deleted in its entirety and the following shall be substituted in its place:

"21. OWNERS ASSOCIATION. It is the intent of the Developer that an Owners Association be formed when 50% of the lots shall have been sold. Notwithstanding the foregoing, however, Developer shall have the sole right to create said Owners Association, and no such organization shall have any jurisdiction unless and until Developer grants same. Until the Owners Association is formed, the Developer shall have the right to exercise all powers reserved or granted to the Owners Association.

In order to restrict and make more certain the scope of the authority of the Owners Association, it is declared that the following provisions (or provisions essentially similar thereto) shall be contained in either the articles or in the bylaws of said Association and no further provisions of the articles or bylaws shall conflict therewith:

- (a) Maintenance Charges and Assessments. To finance its maintenance work, the Owners Association shall be authorized to levy an annual assessment upon each lot or unit of the subdivision.

The annual assessment shall be determined by the Associations needs and shall be apportioned equally between each eligible voting right. The initial assessment shall be one hundred sixty two dollars (\$162) per year per voting right. Any annual Association assessment may not exceed the annual U. S. V. I. Government property taxes levied for each individual lot, before any veterans or homestead exemptions are deducted, unless this limit is increased by a fifty-one percent affirmative vote of the total number of votes of the Association.

Such assessment shall be paid within sixty days of receipt of bill. Each property owner's property shall be subject to a lien to the Developer or Owners Association for any assessment in default and such additional costs incurred by the Developer or Owners Association in the collection thereof.

(b) Construction Fee. It is recognized that heavy construction equipment causes road deterioration. A \$500 fee is required to be paid to the Association prior to the granting of architectural approval for any construction that requires a building permit by the Virgin Island Government. Said payment shall be specifically utilized for the repair and maintenance of roads. This fee may be increased from time to time, as determined by the Architectural Committee.

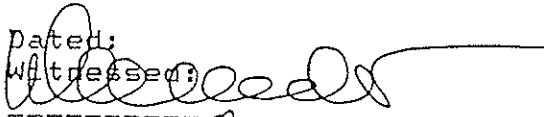
(c) Association Powers. The Association's powers, in addition to those conferred by law, shall include the power to acquire title to property for use by its members, maintaining, lighting, improving and repairing all roadways, recreational facilities, paths, fences, security systems, utility systems, and other property used or owned by the Owners Association or its members for recreational or other community purposes; the planting or caring for trees, shrubbery or flowers and cutting of grass on road rights of way and doing such other things as may be determined by the Owners Association as necessary, advisable or proper to keep the Owners Association's property and the subdivision in neat and good order and to promote the attractiveness of the subdivision; the administration and enforcement of restrictions and covenants; the paying of taxes and other assessments which may be levied by the territorial government or any governmental authority upon the roads, parks, recreational facilities, or other property owned or used by the Association or its members, whether the same be taxed separately or as part of other taxes, and the protection of any and all interests of the Association.

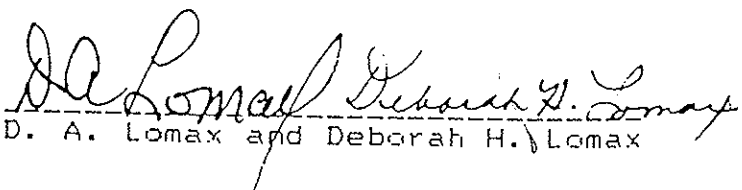
(d) Membership. It shall be a condition of ownership of lots or units in Vista Concordia that all owners shall be members of the Owners Association as soon as it is formed and shall be subject to its bylaws, rules, and regulations. The affairs of the Owners Association shall be conducted on the basis of one vote for each lot owned (where title is held in more than one name, all owners shall be members but the vote of the parties shall nevertheless be limited to one vote for each lot), and one vote for each Main House constructed on a lot (for which an occupancy certificate has been granted).

Done this 12<sup>th</sup> day of June, 1989 at Christiansted, St. Croix, United States Virgin Islands.

Dated:

Witnessed:

  
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Faye Crox

  
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D. A. Lomax and Deborah H. Lomax