

ARTICLES OF INCORPORATION
OF
ESTATE FISH BAY OWNERS' ASSOCIATION, LTD.,
a non-profit corporation formed pursuant to
the provisions of the Virgin Islands Code T.13, Chapter 3

The undersigned, being three adult persons who are bona fide residents of the Virgin Islands of the United States, desiring to form a corporation in accordance with the Non-Profit Corporations provisions of the Virgin Island Code, do hereby state the following:

FIRST: The name of the Association shall be ESTATE FISH BAY OWNERS' ASSOCIATION, LTD.

SECOND: Without limiting in any manner the scope and generality of the allowable functions of the Association it is hereby provided that the Association shall have the following purposes and authorities:

(a) to exercise all of the powers and privileges and perform all of the duties and obligations as provided for in various Contracts of Sale between Cocoloba Development Associates and the parcel owners of Estate Fish Bay and contained in the Declaration of Rights, Restrictions and Covenants Running With the Land affecting Estate Fish Bay and which were recorded in the Recorder's Office for the District of St. Thomas and St. John, Virgin Islands, Book 14-W, page 305 on the 7th day of September, 1973, and as they have been and may further be amended from time to time;

(b) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, or otherwise dispose of real or personal property in connection with the affairs of the Association;

(c) to maintain and repair those common areas, lands and facilities of Estate Fish Bay, including, but not limited to, the private estate roadway now or hereafter owned by the Association for the common use and enjoyment of its members.

(d) administer and enforce terms, conditions, covenants, restrictions and regulations upon, under and subject to the terms of the Declaration of Rights, Restrictions and Covenants, Running With the Land for Estate Fish Bay as they now exist or may hereafter be amended and to fix and provide any such terms, conditions, covenants, restrictions and regulations as may be lawfully adopted by the members and to administer, enforce, alter, amend, change, ~~and to~~ extend, waive, or terminate, in whole or part, any of the same;

(e) to dedicate any or all property to public authorities;

(f) provide the residents and owners of Estate Fish Bay with (i) normal utility services not separately provided to individual parcels, (ii) services supplemental to governmental and public utility services, and (iii) common areas maintenance service;

(g) to assess its members and parcel owners in Estate Fish Bay in order to provide adequate funds for the performance of the Association's purposes and objectives and to this end, to fix, levy, collect and enforce payment, by any lawful means, all charges and assessments and pay all expenses in connection therewith and all offices and other expenses incident to the conduct of the business of the Association.

(h) to borrow or raise money to any amount permitted by law and, as authorized by the Board of Directors; to execute notes or other evidences of indebtedness of any kind and to secure the same by mortgages or other liens upon any of the real or personal property of the Association.

(i) to have and exercise any and all powers, rights, and privileges which a non-profit corporation organized pursuant to the applicable laws of the Virgin Islands may now or hereafter have or exercise by law;

(j) take any action necessary, expedient, incidental, appropriate or convenient to the carrying out of the foregoing purposes of which is for the benefit of the Association's members, owners and residents of Estate Fish Bay.

THIRD: The resident agent is hereby designated as JAMES A. LABRENZ, P. O. Box 653, Cruz Bay, St. John, Virgin Islands, 00830, and the principal place of business of the Association shall be Parcel 61, Cocoloba Trail, Estate Fish Bay, St. John, U.S. Virgin Islands.

FOURTH: The Association shall commence its existence upon the filing of these Articles with the Lieutenant Governor's Office of the United States Virgin Islands and shall continue perpetually unless dissolved by a vote of a majority of the members in good standing pursuant to the applicable provisions of the Non-Profit Corporation Law as it now exists or may hereafter be amended.

FIFTH: The initial membership of the Association shall consist of Cocoloba Development Associates, a general partnership. Not later than such time as seventy-five percent (75%) of all the parcels in Estate Fish Bay are conveyed by Cocoloba Development Associates to individual purchasers, the membership shall be amended to automatically include every person or entity who is a record owner of a fee or undivided fee simple

interest in a residential parcel of land in Estate Fish Bay. Such ownership shall automatically enroll that person or entity as a member of this Association without the necessity of any further action whatsoever. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of a parcel of land and transfer of that parcel shall automatically transfer membership to the transferee. Voting rights of members shall be set forth in the By-Laws of the Association which are duly adopted by a majority of the members. - *2 Pd up Assnments*

SIXTH: These Articles of Incorporation may be amended when authorized by vote of two-thirds (2/3) of the members comprising the membership of the Association given at a meeting duly called for such purpose, or by written consent of all of the members without a meeting. Such amended Articles shall be executed and acknowledged by the officer in whom the management of the affairs of the corporation is vested and shall be filed and indexed in the same place and manner as the original Articles.

SEVENTH: (a) The Association shall indemnify every person who is or becomes a director, officer, agent or employee of the Association and those persons' respective heirs, legal representatives, successors and assigns, against expenses, including attorneys' fees, and judgment, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether in an action or proceeding by or in the right of the Association, or otherwise, in which such person was or is a party or is threatened to be made a party by reason of the fact that person was a director, officer, employee or agent of the Association, or is or was serving in such capacity at the request of the Association, provided that person (i) acted in good faith and in a manner that person believed to be in or not opposed to the best interests of the Association, and (ii) in any matter the subject of a criminal action or proceeding, had no reasonable cause to believe the questioned conduct was unlawful, but provided that in the case of any threatened, pending, or completed action or suit by or in the right of the Association to procure a judgment in its favor against any such person by reason of that person serving in such capacity, no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of a duty to the Association unless and only to the extent that the court in which such action was brought shall determine upon application that in view of all the circumstances of the case that person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

(b) Unless ordered by a court, the determination of indemnification, pursuant to the foregoing criteria, shall be

EXHIBIT 2

made (i) by a majority vote of a quorum of directors, of the Association who were not and are not parties to or threatened with any such action, suit, or proceeding, or (ii) if such a quorum is not obtainable, or if a majority of a quorum of disinterested directors, so direct, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney who has been retained by or who has performed services for the Association or any person to be indemnified within the past five (5) years, or (iii) by the parcel owners, or (iv) by the court in which such action, suit or proceeding was brought.

(c) Any such indemnification shall not be deemed exclusive of any other rights to which such person may be entitled under law, any agreement, or any insurance purchased by the Association, or by vote of parcel owners, or otherwise.

EIGHTH: The management of the business and the conduct of the affairs of the Association shall be by a Board of Directors which will initially consist of not less than five (5) members as appointed by the initial membership. Thereafter, the number of directors, their manner of election, succession and term of office shall be provided for in the By-Laws but in no case shall the number be less than five (5). In furtherance of, but not in limitation of the powers conferred by the laws of the Virgin Islands, and subject at all times to the provisions thereof, the Board of Directors is expressly authorized to make, alter and repeal the By-Laws of the Association, subject to the powers of the members to alter or repeal the By-Laws so adopted and in general to exercise all the powers of the corporation, except such as are conferred by law, by these Articles of Incorporation or by the By-Laws of the Association, upon its members.

NINTH: No part of the income or assets of the Association shall inure to the benefit of any member, trustee, director, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation in furtherance of one or more of its purposes) and no member, trustee, director or officer of the corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation. Provided, however, nothing herein contained shall be deemed to prohibit the corporation from contracting with a member, trustee, director, officer, or any private individual for goods or services in furtherance of the corporate purposes provided that such contract shall be on reasonable terms and conditions.

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of its remaining assets by distribution to any organization as selected by the Board of Directors, which qualifies under Section 501 of the Internal Revenue Code of 1954, as amended.

IN WITNESS WHEREOF, the undersigned have acknowledged the execution of these Articles of Incorporation, this 1st day of December, 1983.

Bonnie Hood
Diane Martin Pomper
Mary Anne Milkie

TERRITORY OF THE VIRGIN ISLANDS,
JUDICIAL DIVISION OF ST. THOMAS
AND ST. JOHN, SS:

On this 1st day of December, 1983, before me, the undersigned officer, personally appeared Bonnie Hood, Diane Martin Pomper, and Mary-Anne Milkie, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jewel Logan
Notary Public