

Dear Fellow Members of the HOA:

On behalf of the Board of Directors of the Apes Hill Benevolent Society Inc, I wish you and your families a very Happy Christmas and a Prosperous and Healthy New Year.

You will note that for the first time the subject of my email to you contains a reference to the Garden Wall Villa Association Inc (“Garden Wall”).

As we understand it:

All Members of Garden Wall are Members of the HOA, but only Members of the HOA who own a lot in the Garden Wall Community are Members of Garden Wall and obligated, pursuant to Covenants and Restrictions running with the lands in the Apes Hill Development, to pay fees to both the HOA and Garden Wall.

The HOA was established as a nonprofit membership corporation to maintain security, trash removal, pest control and the Common Property in the Apes Hill Development while Garden Wall was established, also as a non-profit membership corporation, to maintain the Common Property in Parcel B in the Apes Hill Development which also includes the outside of all villas, gardens, lawns, and swimming pools in the Garden Wall Community at the expense of the Members of Garden Wall.

Since early 2020 when PSI purchased all the properties in the Apes Hill Development owned by Apes Hill Development SRL, the named Developer in the Bylaws of Garden Wall, Garden Wall has not provided any services to its Members and, as far as we know, has ceased to function but is still in existence.

We have now located with some difficulty what we believe is the current Master Plan for the Apes Hill Development which is attached to this email.

We have reviewed the Master Plan and have the following questions for the Board of Directors of PSI which we must assume from past experience will not be answered:

The Bylaws of Garden Wall indicate that Parcel B in the Apes Hill Development is subject to the jurisdiction of Garden Wall and contains 1,902,000 square meters or thereabouts. The current Master Plan, however, shows that Parcel B now contains only 482,718 square feet or 44,845.97 square meters. How did this reduction in size come about without the consent of the Members of Garden Wall?

What is the Common Property shown on the Master Plan that is to be conveyed by PSI to the HOA, in accordance with Covenants and Restrictions running with the lands in the Apes Hill Development, at no cost to the HOA and free of liens?

Why has this Common Property not been conveyed to the HOA by PSI in accordance with the Covenants and Restrictions running with the lands in the Apes Hill Development?

What is the Common Property shown in the Master Plan that is to be conveyed by PSI to Garden Wall, in accordance with the Covenants and Restrictions running with the lands in the Apes Hill Development, at no cost to Garden Wall and free of liens?

Why has this Common Property not been conveyed to Garden Wall by PSI in accordance with the Covenants and Restrictions running with the lands in the Apes Hill Development?

What Common Property is currently being improved and maintained by the HOA and at what annual expense to the HOA?

What Common Property is currently being improved and maintained by Garden Wall and at what annual expense to Garden Wall?

Is PSI in possession of the books and records of the Garden Wall and, if not, who is in possession of the books and records of Garden Wall and by what authority?

Has PSI stopped Garden Wall from functioning and, if so, by what authority?

Has PSI encumbered the Common Property shown in the Master Plan with a First Mortgage Lien in the amount of BD\$40,000,000 and, if so, by what authority?

We also have the following question for the Board of Directors of the HOA, which we must also assume from experience will not be answered: Has the HOA assumed the obligations of Garden Wall to its Members and, if so, when did this happen and by what authority?

Your faithfully,

**Paul Lamb
President**