

ORIGINAL

December 4, 1986

No. 6602/1986

Do NOT Remove

DECLARATION OF COVENANTS AND RESTRICTIONS OF GRAPETREE AREA PROPERTY OWNERS' ASSOCIATION, INC.

DECLARATION made this 3 day of December, 1986 by Grapetree Area Property Owners' Association, Inc., a non-profit corporation of the Virgin Islands of the U. S. (herein "Association"):

**WITNESSETH:**

WHEREAS, Association is a non-profit corporation of the Virgin Islands of the United States organized and existing to promote the general welfare and mutual interests of its members, owners of real property located within Estate North Slob, Estate South Slob, Estate Turner Hole, Estate North Grapetree Bay and Estate South Grapetree Bay, all of East End Quarter "B", St. Croix (herein "Estate"); and

WHEREAS, Association desires to develop a uniform set of covenants and restrictions recognizing existing covenants, restrictions, conditions and reservations within the Estates to be consistently applicable to all lands owned by members of the corporation within the Estates which have been subdivided for residential use as set forth hereinbelow.

NOW, THEREFORE, in consideration of the premises, Association does hereby declare the following restrictions, covenants, conditions and reservations to which all property covered by this declaration and owned by members shall be subject:

**1. PROPERTY SUBJECT TO THIS DECLARATION.**

All real property owned by members of the Association located within the Estates which have been subdivided into plots of no more than two acres in area and are zoned for residential use.

**2. RESIDENTIAL USE.**

The plots shall be used for private residential purposes and shall not be used for commercial activity. This shall not be construed to prevent the renting of the main dwelling or apartment or guest house, or the conduct of activities on the property permissible under zoning laws which are secondary to the residential use of the property.

**3. SINGLE FAMILY DWELLINGS.**

There shall not be constructed, erected or placed upon any one plot more than one two-story maximum single family private dwelling with one kitchen. There may be a separate garage or separate guest house of not more than two bedrooms and one kitchen or an apartment of not more than two bedrooms and one kitchen incorporated into the main dwelling structure in lieu of a separate garage or guest house. There shall be no duplexes and any permissible secondard structures shall be minor in relationship to the main structure.

No tent, trailer or other temporary structure shall be used for residential purposes prior to or during the construction of the main dwelling, nor may any separate garage or guest house be constructed prior to construction of the main dwelling.

**4. CONSTRUCTION.**

No residential building or structure shall be constructed within 20' from any boundary line except in the case of R-3 zoning where the building setback lines shall be no more than 10'. Where two or more adjacent plots are combined as a single unit under single ownership, the reference to boundary lines shall be deemed to refer to the perimeter boundaries of the combined unit.

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Declaration of Covenants and Restrictions  
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All main dwellings must be of such value, size and design as would conform to the general values, sizes and designs of other residential dwellings existing or to be constructed within the Estates. All main dwellings must consist of a minimum of 1,250 square feet enclosed and under the roof of this structure, excluding apartment, garage, storage, utility areas and the like.

No plot shall be graded in such manner as to divert storm water or sea water onto the property of others or so as to interfere with existing roads (public or private), culverts or drainage patterns. No spoilage or the results, remnants or residue of any land clearing, cutting or excavation shall be deposited or permitted to fall upon any adjacent property.

5. RE-SUBDIVISION.

No plots shall be re-subdivided into two or more sub-plots except in the case of plots containing more than 2.0 acres in land area.

6. PROPERTY CONDITION AND APPEARANCE.

No structure shall be permitted to fall into disrepair and at all times all improved and unimproved properties shall be kept in good condition and neat appearance or left in their natural state. The construction of any structure commenced must be performed diligently and consistently until fully completed.

7. ANIMALS/NUISANCE.

No animals, other than domestic pets normally permitted within residential buildings may be kept on any plot. No activity shall be conducted upon any plot which constitutes a nuisance to adjacent property owners and inhabitants of the Estates.

8. ROADWAY AND UTILITY EASEMENTS.

Members of Association and owners within the Estates have been granted easements for the use of and for passing over private roadways within the Estates. Also, members and property owners within the Estates have been granted easements for the use of beaches within the Estates 25' back from the low water mark of the sea. Plots shall be subject to easements for the installation of public utility lines and poles above the ground surface and electrical conduits, water pipelines, irrigation, drainage and sewage disposal lines below the surface as well as other similar service facilities deemed appropriate for the benefit of all owners within the Estates. Such easements shall be restricted to 10' in width across each plot along any side adjacent to roadways and 6' in width along the rear and side plot boundary lines.

9. PROPERTY ASSESSMENTS.

The Association shall be authorized to levy an annual assessment upon each plot of its owners within the Estates and to finance its maintenance work of the upkeep of private roadways within the Estates so that each plot shall share proportionately and fairly with all other property owners the expenses of such maintenance and upkeep. The annual assessment of each plot shall not exceed \$100 in any twelve-month period per plot unless this limit is increased by a two-thirds affirmative vote of the members of the Association.

10. REMEDY.

No right of forfeiture for the violation of any of these covenants is reserved. The Association or any of its members or any owner of property within the Estates shall be entitled to

apply for a decree of injunction against any threatened or continued violation of any of these covenants and to a judgment for any damages resulting from such violation, including costs and reasonable attorneys' fees.

11. FAILURE TO ENFORCE.

The failure on the part of the Association, any of its members or any property owner within the Estates to enforce any of the covenants and conditions contained herein shall not be deemed a waiver of such covenants and conditions as to existing, continuing or future violations.

12. SURVIVAL AND VALIDITY OF TERMS.

These covenants shall be binding upon and inure to the benefit of the Association, its members and all subsequent land owners who become members of the Association and their successors and assigns. The invalidation of any of these covenants by judgment, decree or order of any court shall not affect the validity of any of the remainder of said covenants, but the same shall remain in full force and effect as herein provided.

These covenants shall be effective and run with the land for a period of 15 years from the date hereof at which time said covenants shall be automatically extended for successive periods of 10 years each until revoked by option of the Association and its members.

IN WITNESS WHEREOF, Grapetree Area Property Owners' Association, Inc., by its duly authorized officer, has caused this declaration to be executed as of the day and year first above written.

GRAPETREE AREA PROPERTY OWNERS' ASSOCIATION, INC.

By: [Signature]  
President

ATTEST:

By: [Signature]  
Secretary

ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN ISLANDS )  
DIVISION OF ST. CROIX ) SS:

On this 3<sup>rd</sup> day of December, 1986, before me, the undersigned officer, personally appeared KOBERT BIDLSPACHLER who acknowledged himself to be the President of GRAPETREE AREA PROPERTY OWNERS' ASSOCIATION, INC., a corporation, and that he, as such representative, being authorized so to do, executed the foregoing instrument for the uses and purposes therein contained, by signing the name of the corporation by himself as President.

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

[Signature]  
Notary Public

Approved for recording on the 4<sup>th</sup> day of Dec. 1986 at 9:43 o'clock P.M. in District of St. Croix, Virgin Islands of the U.S.A. p. 360-17  
Photo-copy No. 6602786 and noted in Real Property Register Page

[Signature] Recorder  
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