

DECLARATION OF PROTECTIVE BUILDING RESTRICTIONS
AND SUBDIVISION COVENANTS

SIERRA SOLEDAD

DECLARATION, made this 19th day of March, 1973 by EAST END ASSOCIATES, a limited partnership, with its principal place of business c/o Erikson, Schindler, Hamilton & Associates, Caravelle Arcade, Christiansted, St. Croix, U.S. Virgin Islands;

WITNESSETH THAT:

WHEREAS, EAST END ASSOCIATES is the equitable owner of the real property described in Paragraph 1 below, and is desirous of subjecting said property to the conditions, restrictions, covenants, reservations and easements for the benefit of said property as a whole and the benefit of each owner of any part thereof

NOW, THEREFORE, EAST END ASSOCIATES declares that the real property hereinafter described shall be used, held, conveyed, transferred, and sold subject to the conditions, restrictions, conveyances, reservations and easements hereinafter set forth which shall inure to the benefit of and pass with said property, and each and every part thereof, and shall apply to and bind the successors in interest and any owner thereof.

1. PROPERTY SUBJECT TO THIS DECLARATION. Plot Nos. 417 and 417-A through 417-F inclusive, of Cotton Valley, and Plot Nos. 82 through 101 inclusive, of Hope and Carton Hill, all as more fully shown on PWD Dwg. No. 3110 dated January 29, 1973.

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2. DEFINITIONS. Certain terms used in this Declaration shall be defined as follows, unless the context herein indicates a different meaning therefor:

(a) Association: Homeowners Association, an unincorporated Association or a corporation organized under the Code of Laws of the Virgin Islands of the United States.

(b) Committee: The architectural committee with powers as herein provided over the general designs and plans in improvements and landscaping. Until Homeowners Association is formed, the "committee" will be appointed by East End Associates.

(c) Lot or Plot. These terms may be used interchangeably to indicate those distinct, separate and subdivided plots as shown in Public Works Drawing No. 3110, any amended drawing thereto, or any subsequent Public Works Drawing pertaining to the subdivision.

(d) Subdivision. The combined areas of the plots described in Paragraph 1 above.

(e) Single Family Dwelling. A private residence for the use of only one family, containing one kitchen for the household with or without a small subsidiary kitchen for the exclusive use of domestic employees. The dwelling may include an attached or detached guest house, cabana, garage, carport, and servant's quarters. The servant's quarters may be occupied only by domestic employees. The dwelling may also include, subject to the approval of the Committee, a hot-house, swimming pool, tennis court, or other accessory structures similar thereto.

(f) Guest House. An auxiliary building consisting of no more than two bedrooms used to house bona fide guests of the family occupying the main dwelling.

(g) Duplex. A private dwelling consisting of two separate family units under one roof. The dwelling may include servant's quarters, an attached or detached garage for two cars, or two carports. The servant's quarters may be occupied only by domestic employees. The dwelling may also include, subject to the approval of the Committee, a hot-house, swimming pool, tennis court, or other accessory structures similar thereto.

(h) Cabana. A small, permanent structure of substantial design and construction used exclusively for entertaining and recreational purposes by members of the family or families occupying the main dwellings, or their guests, and not for residential use.

3. PERMISSIBLE STRUCTURES. There shall not be constructed upon any plot more than one single family private dwelling or one duplex, with the accessory structures as defined above.

4. TEMPORARY STRUCTURES. No tent, trailer, or other structure of a temporary nature, servant's quarters, or garage, shall be used for residential purposes prior to the construction of the main dwelling.

5. BUILDING SET BACK LINES. No building or structure shall be constructed within fifteen feet (15') from any boundary line. Notwithstanding this fixed rule, in certain locations where it may be desirable due to the contour of the land and the grading of the road, the Committee may approve the location of any structure closer to a roadway. It is also understood that where two or more adjacent plots are combined as a single unit within one title and ownership, the reference to the boundary line shall be to the perimeter boundaries of the combined unit.

6. MINIMUM COST. All main dwellings must be of such value, size, and design as would conform to the general costs, designs, and sizes of other residential dwellings existing or that will be constructed in the subdivision. It is understood, however, that this is not a rigid covenant, but is flexible to provide for any increase or decrease in building costs, but in no event shall be less than \$20,000, or 800 square feet.

7. APPROVAL OF PLANS. Before any building or structure, fence, wall, or windbreak shall be erected, altered, or rebuilt within the said subdivision, the plans, specifications, and plot plans must be first submitted to and approved by the Committee. Clothes drying and rubbish disposal or depository areas must be enclosed by landscaping or with suitable fencing.

8. ARCHITECTURAL COMMITTEE. The Architectural Committee shall be appointed by East End Associates. After all the lots of the subdivision are sold by East End Associates, or earlier at its sole election, East End Associates shall turn over to the Homeowners Association the powers and responsibilities of the Architectural Committee, and the Association shall thereafter appoint its own Committee in accordance with its own rules and regulations.

9. SUBDIVISION. No plot shall be re-subdivided into two or more sub-plots, but the boundary lines of any plot may be changed subject to the Committee's approval, so long as the area in any plot is not reduced to less than the area of the smallest plot in the subdivision. For the purposes of this paragraph, Plot 417-A Cotton Valley and Plot 83 Hope & Carton Hill shall be considered as one plot.

The only exception to the above paragraph is that East End Associates reserves unto itself, and its successors in interest, the right to subdivide further Plots 88, 98, 99, and 101 Hope and Carton Hill. It is understood that any such further subdivision shall generally be in keeping with the remainder of the plots in the Subdivision.

10. RESTRICTED ACTIVITIES AND USES. The Subdivision shall be used for residential purposes only and there shall not be any industrial or commercial use therein. Nothing shall be maintained or conducted within the Subdivision which shall constitute a public nuisance to the inhabitants, and no animals other than riding horses or domestic pets normally permitted within a residential building may be kept within the Subdivision. Notwithstanding the general covenant against commercial uses, nothing herein shall be construed to prohibit a landowner from leasing his private dwelling or dwellings.

11. OTHER UNITS AND AREAS OWNED BY EAST END ASSOCIATES. East End Associates expressly reserves the right to design, improve, dedicate, and use other areas in Estate Cotton Valley, Hope and Carton Hill, and Yellow Cliff now owned by it, or which it may hereafter acquire, and areas in adjacent estates which it may hereafter acquire for residential use as a portion of the Subdivision.

12. CONDITION AND REPAIR. No structure shall be permitted to fall into disrepair and at all times all structures and vacant property shall be kept in good condition and neat appearance. The construction of any structures must be performed diligently from the time of commencement until fully completed.

13. DRAINAGE. No plot shall be graded in such a manner as to divert storm water onto property of others.

14. BILLBOARDS AND SIGNS. No billboards, posters, or signs of any character shall be displayed in the Subdivision without the prior written approval of the Committee.

15. HOMEOWNERS ASSOCIATION. Until 50% of all lots in the Subdivision are sold by East End Associates, East End Associates shall have the right to exercise all powers reserved or granted to the Association. After the acreage in the Subdivision has been 50% sold, all matters pertaining to the Association shall be governed by its articles and by-laws. In order to restrict and make more certain the scope of the authority of the Association, it is declared that the following provisions (or provisions essentially similar thereto) shall be contained in either the articles or in the by-laws of said Association and no other provisions of the articles or by-laws shall conflict therewith:

(a) Maintenance Charges and Assessments. To finance its maintenance work, the Association shall be authorized to levy annual assessment upon each plot of the subdivision for said plot's proportionate share of the Association's expenses. The apportionments of the assessment shall be equal for each plot. The annual assessment of each plot shall not exceed \$100 unless this limit is increased by a two-thirds affirmative vote of the members of the Association. In the event Plots 88, 98, 99, and 101 Hope & Carton Hill are further subdivided, then each such further subdivided plot shall be assessed in the same manner as all other plots in this Subdivision. For the purposes of this paragraph, Plot 417-A Cotton Valley and Plot 83 Hope & Carton Hill shall be considered as one plot.

(b) Association's 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 and maintaining, lighting, improving, and repairing all roadways, recreational facilities, paths, fences, and other property used or owned by the Association or its members for recreational or other community purposes; the planting or caring for trees, shrubbery, or flowers, and cutting of grass on parkways and the doing of such other things as may be determined by the Association as necessary, advisable, or proper to keep the 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.

(c) Membership. Eligibility for membership shall be dependent upon ownership of lands in the Subdivision as described in Paragraph 1 above, or lands subsequently added thereto and made a part thereof. The affairs of the Association shall be conducted on the basis of one vote for each parcel owned, and where title is held in more than one name, all owners shall be eligible for membership, but the vote of the parties shall nevertheless be limited to one vote for each parcel.

16. INAPPLICABILITY TO OTHER PROPERTY. East End Associates reserves the right for itself and its assigns to develop, use, hold, or sell property, whether now owned or hereafter acquired, other than the property described in Paragraph 1 hereof, free and clear of and without regard to the conditions, restrictions, covenants, reservations, and easements herein contained.

17. SURVIVAL AND VALIDITY OF TERMS. These covenants shall be binding upon and inure to the benefit of East End Associates and all subsequent owners of the land described in this Declaration and upon any and all persons having any right, estate, lien, claim, or interest therein and their heirs, legal representatives, successors, and assigns. The failure on the part of East End Associates or property owners to enforce any of said covenants shall not be deemed

to be a waiver thereof, nor to be a waiver as to existing or future violations. The invalidation of any of these covenants by the judgment, decree, or order of any court shall not affect the validity of any of the remainder of said covenants, but same shall remain in full force and effect as herein provided.

IN WITNESS WHEREOF, this instrument has been duly executed as of the day and year first above stated.

In Witness:

EAST END ASSOCIATES

David M. Hamilton

By: Donn B. Schindler
Donn B. Schindler -Gen'l
Partner