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

THIS DECLARATION made the 17th day of January 2026, by Grapetree Area Property Owners' Association, Inc., a nonprofit corporation of the Virgin Islands of the United States (the "Association") amends and restates that first declaration of covenants and restrictions adopted by the Association on or around December 3, 1986, along with all its subsequent modifications.

WITNESSETH:

WHEREAS, the Association is organized and existing to promote the general welfare and mutual interests of its member 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 Quarter "B" (collectively, "the Estates"); and

WHEREAS, the Association desires to develop and maintain uniform covenants and restrictions and recognize 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 herein.

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

1. PROPERTY SUBJECT TO THIS DECLARATION.

All real property owned by members of this Association located within the Estates which have been subdivided into plots of no more than two acres and are zoned for residential use are subject to this declaration, including, but not limited to, all plots incorporated by reference in Documents No. 793 on February 5, 1988, No. 2723 on May 2, 1988, No. 3647 on June 3, 1988, No. 6192 on September 23, 1988, and No. 1562 on March 15, 1989 by the Association.

2. RESIDENTIAL USE.

The plots shall be used for private residential purposes and shall not be used for commercial activity. This clause shall not be construed to prevent the renting of the main dwelling, an apartment, or guest house or the conduct of activities on the property permissible under existing 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 (1) two-story (maximum) single family private dwelling with one (1) kitchen. There may be a separate garage or separate guest house of not more than two (2) bedrooms and one (1) kitchen, or an apartment of not more than two (2) bedrooms and one (1) kitchen incorporated into the main dwelling structure in lieu of a separate garage or guest house. There shall be no duplexes. Any permissible secondary structure shall be minor in relation to the main structure. No tent, trailer, or other temporary structure shall be used for residential purposes prior to or during or after the construction of the main dwelling,

nor may any separate garage or guest house be constructed prior to the construction of the main dwelling.

4. CONSTRUCTION, GRADING, AND DEBRIS.

No residential building or structure shall be constructed within 20 feet from any boundary line except in the case of R-3 zoning where the building setback lines shall be a minimum of 10 feet. Where two (2) 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.

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 a manner as to divert storm water or sea water onto the property of others or so as to interfere with existing public or private roads, culverts, or drainage patterns, except with the advice of professionals and prior approval of affected adjacent properties.

No spoilage or the results, remnants, or residue of land clearing, cutting, or excavation shall be deposited or permitted to fall under any adjacent property.

5. RE-SUBDIVISION.

No plots shall be re-subdivided into two (2) or more sub-plots, except in the case of plots containing more than two (2) acres in land area.

6. PROPERTY CONDITION AND APPEARANCE.

No structure shall be permitted to fall into disrepair. At all times, all improved and unimproved properties shall be kept in good condition and neat appearance or 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 domesticated 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 any adjacent property or the inhabitants of the Estates, as to be determined by the members.

Noise levels shall not exceed 75 dBA between the hours of 11:00 p.m. and 7:00 a.m. Property owners are responsible for monitoring and controlling noise levels emanating from their plot. This limit is established with the understanding that, in St. Croix, certain environmental factors can affect sound propagation:

a. Reduced ambient noise at night: the quieter nighttime environment means that sounds are more noticeable and can seem louder than during the day;
b. Lack of natural sound barriers: the absence of tress or buildings in the area results in fewer obstacles to absorb sound, allowing it to travel further;
c. Sound propagation uphill: sound originating from lower elevations tend to travel uphill effectively, increasing its reach and perceived volume; and
d. Weather conditions: wind and other weather conditions carry sound over greater distances, amplifying its impact on surround areas.

Property owners are encouraged to consider these factors and take appropriate measures to minimize noise disturbances, ensuring compliance with this provision and maintaining a peaceful community environment.

In the event of a noise disturbance, the complainant shall immediately contact the Virgin Islands Police Department (VIPD) to report the incident. Following the report to the VIPD, the complainant is required to file a written complaint detailing the incident with the VIPD. The complainant must then notify the Board; this notification should include a copy of the written complaint filed with the VIPD and any additional relevant information. It is not the responsibility of the Board to handle noise disturbances prior to VIPD involvement.

Furthermore, pursuant to 19 V.I.C. §2042, it is unlawful to (a) to operate a sound-producing device that creates a noise disturbance; (b) to operate or cause to be operated an indoor or outdoor sound amplification device that creates a noise disturbance; ... (d) to create a noise disturbance by intentionally and repeatedly accelerating or stopping a motor vehicle; (e) to operate a motor vehicle or watercraft so out of repair or defective that it creates a noise disturbance; ... (g) to operate power-driven machinery, including lawn mowers, edgers, trimmers or shears in a residential zone or within 500 feet of a residential zone between 11:00 p.m. and 7 a.m. at a sound level exceeding 75 dBA; (h) to load, unload, pack or unpack crates, boxes or containers on any vehicle within a residential zone or within 500 feet of a residential zone between 11:00 p.m. and 7 a.m. at a sound level exceeding 75 dBA; (i) to create a noise disturbance by repairing, rebuilding, modifying or testing a motor vehicle or watercraft within a residential zone or within 500 feet of a residential zone between 11:00 p.m. and 7 a.m. at a sound level exceeding 75 dBA; and (n) for any person owning, occupying or having charge of any building or premises or any part thereof, where the noise or music is plainly audible at a distance of 100 feet from the building, structure, vehicle or premises in which it is produced, at any time to cause or suffer or allow: (1) any loud, unnecessary, excessive or unusual noises in the operation of any radio, phonograph or other mechanical sound-making device or instrument or reproducing device; or (2) instrument, or in the playing or amplification of any band, orchestra, musician or group of musicians

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 **50** feet 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 ten (10) feet in width across each plot along any side adjacent to roadways and six (6) feet 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 increase annually unless 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 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 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 ten (10) years each until revoked by option of the Association by 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: _____
President

ATTEST:

By: _____
Secretary

ACKNOWLEDGEMENT

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

On this 12th day of November, 2026 before me, the undersigned officer, personally appeared Brian K. Duffield who acknowledged himself to be the President of GRAPETREE AREA PROPERTY OWNERS' ASSOCIATION, INC., a nonprofit 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 hereto set my hand and official seal.

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Notary Public

JUNE L. DAVIS
Notary Public
St. Croix, U.S. Virgin Islands
NP-750-24
My Commission Expires April 5, 2028