

**WARRANTY DEED**

This INDENTURE, made this \_\_\_\_\_ day of 20\_\_ between ARSENE MASSAC of St.

Thomas, Virgin Island, hereinafter called the "Grantor." of the one part, and \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

hereinafter called the "Grantee", of the other part.

**WITNESSETH**

FIRST: That the Grantor, for and in consideration of the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey the Grantee(s) his, her, their heirs and assigns, all that certain piece and parcel of land known and described as:

Parcel(s)..... of ESTATE CHOCOLATE HOLE, situated and lying in No. 11 Cruz Bay Quarter, St. John, Virgin Islands, and more particularly described in the boundary description hereto attached and in Public works Drawing NO..... giving their exact measurements and acreage: together with an easement to use, in common with other owners in said subdivision, members of their immediate families and household guests, the beaches designated on Plan of Subdivision of Estate Chocolate Hole as Plots 103, 127, and 186 at Harts' Bay and Chocolate Hole.

to have and to hold the granted premises unto the Grantee(s), his, her, their heirs and assigns forever.

SECOND: And the said Grantor, for himself and his heirs, executors and administrators, covenants with the said Grantee(s), his her, their heirs and assigns, that he is lawfully seized in fee of the granted premises; that they are free from all encumbrances; and the title to the above-granted premises against all persons lawfully claiming the same from, through or under him, said Grantor will forever warrant and defend.

THIRD: The property herein above described shall be conveyed subject to the following restrictions and covenants, which shall be applicable to all parcels of land comprised in the subdivision of ESTATE CHOCOLATE HOLE, No. 11 Cruz Bay Quarter, St. John, Virgin Islands of the United States:

(1) There shall be no subdivision of parcels sold in the subdivision into smaller plots or sub-plots. The Grantor, for himself, his heirs, executors and administrators covenants that he will be bound by these Covenants and that any parcels he owns in Estate Chocolate Hole, not yet surveyed and divided into separate plots will not be sold in less than half-acre plots.

(2) As a condition to the continued use and enjoyment of the easements granted herein, by any landowner in the subdivision, such landowner must belong to and be governed by the Estate Chocolate Hole Landowners Association, formed in April, 16, 1984, whose purposes include caring for all recreational areas and roadways transferred to the Association by the Grantor and apportioning the expenses thereof fairly and pro-ratably to all in the Association.

(3) All landowners in the subdivision must agree to the following provisions, or substantially similar provisions in the By-Laws of the Landowners' Association.

**A. The voting rights of each member shall be as follows:**

- a. One vote for each unimproved plot.
- b. Two votes for each improved plot (defined as a lot on which a residence exists, or for which an Earth Change Permit has been issued.)
- c. An adjoining or separate plot which does not include the owner's main residence shall be treated as a separate unit for purposes of dues, number of votes and assessments, if the owner so elects. Otherwise the owner of two or more plots shall have dues and assessment obligations (other than for road assessments) as for a single plot.
- d. All said votes belong to the person or persons holding the legal fee.
- e. Only members who have paid membership dues shall be entitled to vote.

**B. Assessments of the Association shall be apportioned as follows:**

- a. Those for any purpose other than road maintenance are to be equal for all members.
- b. Those for road maintenance or improvement shall be determined on an equitable basis as to amount and method of assessment, by the membership of the related area (for each of the three areas prescribed in the Association By-Laws) subject to approval of the Directors.

**C. Assessments of the Association must be paid within 60 days of receipt by the member of due notice thereof, unless waived or deferred by Directors. Each member's property within the subdivision shall be subject to a lien to the Association for the amount of any assessment or assessments in default and such additional costs incurred by the Association in the collection thereof. This provision may be implemented by filing in the office of the Recorder of Deeds for St. Thomas and St. John that notice of intent to file the lien shall be sent registered mail to the defaulting member at the address appearing on the records of the Association.**

(4) There shall not be constructed, erected or placed upon any plot in the sub-division more than one single family private dwelling house with attached and/or detached guest quarters.

(5) All buildings to be erected, altered or rebuilt within the subdivision must conform to appropriate codes as issued by the Virgin Island Government and to the codes established under the By-Laws of the Association. Before any building shall be erected (altered or rebuilt to the extent of \$2,500.00), plans, plot plans and specifications must be submitted to the Landowners Association for approval. Such approval shall not be unreasonably withheld.

(6) A landowner shall repair at his own expense and promptly restore to its original condition any part of the Estate roads damaged by motorized or other equipment used in such owner's construction or improvement of his lot.

(7) Except on lots designated HOTEL, there shall be no manufacturing, merchandising or conduct of any trade, or business within the subdivision. Nothing shall be maintained or conducted therein which shall be an annoyance or nuisance to the inhabitants of the subdivision. This restriction includes such things and activities as, but not limited to: hotels, guest houses, restaurants, bars or other places for the sale of intoxicating liquors, distilleries, breweries, factories, slaughterhouses, hospitals, clinics, asylums, or convalescent homes, cemeteries or burial plots, kennels and stables. No animals other than domestic pets may be kept within the subdivision.

(8) Nothing herein shall be construed to prohibit a landowner from leasing or subleasing his private dwelling and/or guest quarters; however, only one set of guest quarters may be rented or leased if the principal house is occupied.

(9) No guest house, detached garage, trailer, tent or other structure of temporary nature shall be used for residential purposes prior to the erection or construction of the main dwelling.

(10) These covenants shall be binding upon and inure to the benefit of all present and future purchasers of land in the area as above described, and upon any and all persons having any right, title, estate, lien, claim or interest therein and their heirs, legal representatives, successors and assigns. The failure on the part of any of said parties, including the landowners' association, at any time to enforce any of said covenants shall in no event be deemed to be a waiver thereof, or to be a waiver as to existing or future violation thereof. 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 remaining of said covenants, but the same shall remain in full force and effect as herein provided.

(11) No right of forfeiture for the violation of any of these covenants is reserved, but any owner of land in the subdivision to which these covenants apply and the said landowners' association shall be entitled to a decree of injunction against any threatened or continuing violation of any of these covenants and to judgment for any damages resulting from the violation, including all costs and reasonable attorney's fees.

(12) These covenants shall be effective and run with the land until December 31, 1985, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by action of the said landowners' association, duly determined in accordance with its then existing By-Laws, it is agreed to change said covenants in whole or in part.

FOURTH: The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their administrators, executors, heirs and assigns.