

THE REEF

ST. CROIX, U.S.V.I.

DECLARATION OF RESTRICTIONS - HOMESITES

1. No building, fence, sidewalk, wall, drive or other structure shall be erected, placed or altered on any lot until the proposed building plans, specifications, exterior color or finish, plot plans (showing the proposed location of such building or structure, drives, and parking areas), and construction schedule shall have been approved in writing by Carolina Caribbean Corporation, hereinafter referred to as "Company", its successors and assigns. Refusal of approval of plans, location or specifications may be based by the Company upon any ground, including purely aesthetic consideration, which in its sole and uncontrolled discretion the Company shall deem sufficient. No alterations may be made in such plans after approval by the Company is given except by and with the written consent of the Company. No alterations in the exterior appearance of any building or structure shall be made without like approval by the Company. One copy of all plans, specifications and related data shall be furnished the Company for its records. In exercising its privileges in this connection the Company will not be unreasonable, and will apply such standards that will inure to benefit of the entire development.

2. In order to assure that houses will be located with regard to the topography of each individual lot, Carolina Caribbean Corporation reserves unto itself, its successors and assigns, the right to control absolutely and solely to decide the precise site and location of any house or dwelling or other structure upon any lot or upon any building plot consisting or more than one lot, provided, however, that such location shall be determined only after reasonable opportunity is afforded the lot owner to recommend a specific site.

No fences, walks, walls, shrubs, gardens, flowers, statues, plantings, or other ornamental or planned landscaping or obstruction of any type shall be located within thirty feet of any property line adjoining land maintained by the Company for golf course purposes without the prior written consent and approval of the Company.

The Company reserves the right and easement to go in and across all lots adjoining land maintained by the Company for golf course purposes for the purpose of mowing the grass and otherwise maintaining landscaping within a distance of thirty feet of any such golf course property.

3. The exterior of all houses and other structures must be completed within one year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergencies or natural calamities.

4. All lots shall be used for residential purposes exclusively. No structure, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling not to exceed two (2) stories in height above basement and one small one-story accessory building which may include a detached private garage and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling, and shall conform substantially with the style and exterior finish of the main dwelling.

5. A quest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building.

6. It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.

7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. There shall not be maintained any plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish the enjoyment of other property in the neighborhood by the owners thereof.

8. In the event the owner of any residential lot permits any underbrush, weeds, etc., to grow upon any lot to a height of two (2) feet (except as part of a landscaping plan approved by the Company), and on request fails to have the premises cut within thirty (30) days, agents of the Company may enter upon said land to remove the same at the expense of the owner; provided, however, that such expense shall not exceed One Hundred Dollars annually. The Company may likewise enter upon said land to remove any trash which has collected on said lot without such entrance being deemed a trespass at the expense of the owner of said lot; provided, however, that such expense shall not exceed One Hundred Dollars annually. This provision shall not be construed as an obligation on the part of the Company or the Association to provide garbage or trash removal services.

9. No commercial signs (including "for rent", "for sale", and other similar signs) or property identification signs shall be erected or maintained on any lot except with the written permission of the Company or except as may be required by legal proceedings, it being understood that the Company will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the property owner.

10. Each lot owner shall provide space for parking two automobiles off the street prior to the occupancy of any dwelling of said lot in accordance with reasonable standards established by the Company.

11. Each lot owner shall provide receptacles for garbage, in a screened area not generally visible from the road, or provide underground garbage receptacles or similar facility in accordance with reasonable standards established by the Company.

12. The Company reserves unto itself, its successors and assigns, a perpetual, inalienable, and releasable easement over, upon, across and under each lot for the erection maintenance, installation and use of electrical and telephone poles, wires, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, community television, telephone equipment, gas, sewer, water or other public convenience or utilities, and the Company may further cut drainways for surface water wherever and whenever such action may appear to the Company to be necessary in order to maintain reasonable standards of health, safety, appearance. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety, and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas on any walkway, or any residential lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent lot with the permission of the owner of such adjacent lot. Such rights may be exercised by any licensee of the Company, but this reservation shall not be considered an obligation of the Company to provide or maintain any such utility or service. The Company guarantees that in exercising the rights of this easement that no water, sewer, or power lines shall be located in an area more than twenty (20) feet from the property line, except to service the premises.

13. No structure of a temporary character shall be placed upon any lot at any time, provided, however, that this prohibition shall

not apply to shelters used by the contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the lot after completion of construction.

14. No trailer, tent, barn, tree house or other similar outbuilding or structure shall be placed on any lot at any time, either temporarily or permanently.

15. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, or buried underground.

16. No large trees measuring six inches or more in diameter at ground level may be removed without the written approval of the Company, unless located within ten (10) feet of the main dwelling or accessory building or within ten feet of the approved site for such building. No trees shall be removed from any lot until the owner shall be ready to begin construction without the consent of the Company.

17. No lot shall be subdivided, or its boundary lines changed, except with the written consent of the Company. However, the Company hereby expressly reserves to itself, its successors or assigns, the right to replat any two (2) or more lots shown on the plat of any said subdivision, section, block or part thereof prior to delivery of deed in order to create a modified building lot or lots. The restrictions and covenants herein apply to each such building lot so created.

18. The owners of a lot subject to these restrictions are to pay reasonable assessments to Carolina Caribbean Corporation or its assignee for the purpose of providing maintenance, upkeep and operation of the golf course, swimming pool, restaurant - lounge and other amenities within the development so long as these facilities are available to the owner. These assessments will be comparable to those assessed owners of condominium villas in the development for the same purpose. It is understood that a Property Owners' Association may be formed in the future to administer these activities and collect these assessments which the owner of a lot subject to these restrictions agrees to join. Such owner covenants and agrees to maintain membership in such Property Owners' Association as long as he owns the tract and agrees to abide by the by-laws and rules and regulations of the said association as may from time to time be amended. The owner agrees to pay all annual charges assessed by Carolina Caribbean Corporation or the Property Owners' Association if and when it is organized and that the nonpayment of any such assessments shall become a lien upon the owner's lot in favor of Carolina Caribbean Corporation or said Association, their successors and assigns, and shall be enforceable by Carolina Caribbean Corporation or said Association as may be by law provided.

19. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them until December 31, 1999.

20. Nothing herein contained shall be held to impose these restrictions on any remaining property of the Company.

21. In the event of a violation or breach of any of these restrictions by any property owner, or agent, or agent of such owner, the owners of lots in the neighborhood or subdivision, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Company shall have the right, whenever there shall have been built on any lot in the subdivision any structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the owner, if after (30) days written notice of such violation, it shall not have been corrected by the owner. Any such entry and abatement

or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so hereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions in this Declaration of Restrictions contained shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

DISTRICT OF ST. JOHN
ST. CROIX, U.S. VIRGIN ISLANDS

BLANKET HOMESITE RESTRICTIONS

WHEREAS, CAROLINA CARIBBEAN CORPORATION, a North Carolina corporation, is the owner of various parcels of land on the Isle of St. Croix, U.S. Virgin Islands, some of which are to be developed as subdivisions for homesites; and

WHEREAS, the said Carolina Caribbean Corporation desires, for the use and benefit of itself, its successors and assigns, and for future owners of lots in such of these parcels of land as are to be developed as homesite subdivisions, to place and impose certain conditions and restrictions on the said parcels to be so developed;

NOW, THEREFORE, in consideration of the premises, Carolina Caribbean Corporation for itself, its successors and assigns, and for its future grantees, their heirs, successors and assigns, hereby causes to be recorded the attached "Declaration of Restrictions - Homesites" which are made a part hereof as though fully set out herein, which restrictions are to apply to, and limit and govern the use of, such lots conveyed by Carolina Caribbean Corporation as specifically refer hereto by reference in the deed conveying such lot. These restrictions are to apply to only such lots as are conveyed by deed which specifically refers back hereto, and thereby incorporates these restrictions by reference and to no other property owned by Carolina Caribbean Corporation.

IN WITNESS WHEREOF, Carolina Caribbean Corporation has caused this instrument to be signed in its name by its Vice President, and its corporate seal to be hereto affixed and attested by its Secretary, pursuant to authority duly given by resolution of the Board of Directors of Carolina Caribbean Corporation.

This 26th day of September, 1972.

CAROLINA CARIBBEAN CORPORATION

[CORPORATE SEAL]

ATTEST:

Walter Lee Davis, Jr.
Secretary

By: James R. Hunter, III
Vice President

STATE OF NORTH CAROLINA
COUNTY OF AVERY

This 26th day of September, A.D., 1972, personally came before me James R. Hunter, III who, being by me duly sworn, says that he is Vice President of CAROLINA CARIBBEAN CORPORATION and that the seal affixed to the foregoing instrument in writing is the corporate seal of the Company, and that said writing was signed and sealed by him in behalf of said Corporation, by its authority duly given. And the said James R. Hunter, III acknowledged the said writing to be the act and deed of said Corporation.

My Commission Expires:

May 17, 1975

Dottie D. Calloway, Notary Public

(Prepared by Walter Lee Davis, Jr. - Carolina Caribbean Corporation)
(P. O. Box 277, Banner Elk, North Carolina 28604)

CAROLINA CARIBBEAN CORPORATION
P. O. Box 277
Banner Elk, N. C. 28604
* * *

CAROLINA CARIBBEAN CORPORATION
Teague Bay - Star Route 00864
Christiansted

St. Croix, U.S.V.I. 00820
* * *

T. J. Maureau, III
Executive Vice President -
Sales & Marketing

THE REEF
ST. CROIX, U.S. VIRGIN ISLANDS

Donald M. Manning
Vice President - General
Manager - THE REEF

HOMESITE

PURCHASE AGREEMENT

PURCHASER

_____ Date

NAME _____ First _____ Middle _____ Last _____

NAME _____ First _____ Middle _____ Last _____

MAILING ADDRESS _____ TELEPHONE _____ / _____

City _____ County _____ State _____ Zip _____

DESCRIPTION OF PROPERTY

Homesite Plot No. _____, as shown of plat map attached hereto, said map having been prepared from a survey by "Antilles Land Survey", Jack B. Pearson, Licensed surveyor of the remainder of plot no. 27, Estate Teague Bay.

TERMS OF PURCHASE

1. Cash Price \$ _____
2. Less Cash Down Payment \$ _____
3. Unpaid Balance of Cash Price \$ _____
4. FINANCE CHARGE (Total interest) \$ _____
5. Deferred Payment Price (sum of 1 & 4) \$ _____
6. Total of Payments (sum of 3 & 4) \$ _____
7. ANNUAL PERCENTAGE RATE 8-1/2%

The "total of payments" is payable in 84 monthly installments of \$ _____ each, beginning on the same day of each month thereafter. The obligation is secured by the property subject to this Purchase Agreement, but Purchaser has no personal liability upon default. There is no penalty for prepayment. No interest will be charged before it is earned.

COMPLETION DATE FOR THE ROADWAY IS _____
COMPLETION DATE FOR UNDERGROUND ELECTRICAL LINES IS _____
(See Condition 7)

Carolina Caribbean Corporation, hereinafter referred to as the Seller, agrees to sell to the Purchaser named above the homesite described in this Purchase Agreement at the price and on the terms hereinabove set forth and subject to the Conditions of Purchase attached hereto. Purchaser agrees to buy the above described homesite from Seller at the price and on such terms set forth herein and agrees to make monthly payments of principle and interest in the amount shown above on or before the due

date. Any unpaid balance at any time will bear interest at the rate of 8-1/2% per annum.

Purchaser agrees to purchase the described property in accordance with the terms of this Purchase Agreement including the CONDITIONS OF PURCHASE attached hereto, and any duly executed Rider thereto. Purchaser agrees such property will be titled in the name of the Purchaser listed above. Purchaser further agrees that this Purchase Agreement shall, in, all respects be construed in accordance with and governed by the laws of U.S. Virgin Islands.

I have received the "cash down payment" and witnessed the Purchaser's signature.

Sales Representative

Purchaser's Signature (SE)

Purchaser's Signature

(SE)

Accepted by Seller
CAROLINA CARIBBEAN CORPORATION

ATTEST:

By Walter Lee Davis, Jr.
Secretary

BY

T. J. Maureau, III
Executive Vice President