

January 11, 1960

DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR SUBDIVISION

DECLARATION made this 9 day of January, 1960 by CAIN-CARLTON,  
INC.;

WITNESSETH:

WHEREAS CAIN-CARLTON, INC. owns the following described real  
property:

All those certain plots, pieces or parcels of land, situate,  
lying and being in the District of St. Louis, Territory of  
the Virgin Islands known and described as follows:

Parcel No. 2 of Cane Estate, approximately 75.2 acres and  
Parcel No. 3A of Estate Carlton, approximately 75.3 acres  
West End Quarter, as shown on Public Works Drawing No. 798.

And Whereas said property has been subdivided into separate  
plots and

Whereas Cain-Carlton, Inc. desires to develop and sell said  
plots as a residential subdivision to be known as CAIN-CARLTON,  
and it is deemed to be in the best interests of all future owners of  
the subdivided plots that there be recorded a declaration reciting  
certain covenants, conditions, easements and restrictions;

NOW, THEREFORE, in consideration of the premises, Cain-Carlton,  
Inc. hereby declares that the covenants, conditions, easements and  
restrictions herein contained shall be spread of record covering  
the said residential plots above mentioned:

1. RE-SUBDIVISION. There shall be no re-subdivision of any  
plot into smaller plots or sub-plots.

2. PERMISSIBLE STRUCTURES. There shall not be constructed,  
erected or placed upon any plot in the residential subdivision  
above described, more than one single-family private dwelling with  
attached or detached guest house, garage or servants' quarters and  
cabana, fences and windbreaks.

3. DEFINITIONS.

(a) "Dwelling", as used herein, means a residence building,  
including attached structures, containing but one kitchen, used to  
house not more than one family including domestic employees, pro-  
vided, however, that a dwelling may include a separate kitchen for  
the exclusive use of the domestic employees.

(b) "Guest House", as used herein, means a building used to  
house bona fide guests of the family occupying the main dwelling.

(c) "Servant house", as used herein, means a building used  
exclusively to house the domestic employees employed by the family  
occupying the main dwelling.

(d) "Cabana" means a structure used exclusively for enter-  
taining and recreational purposes by members of the family occupy-  
ing the main dwelling, or their guests, and not for residential use.

4. TEMPORARY STRUCTURES. No servants' quarters, garage, trail-  
er, tent or other structure of a temporary nature shall be used for  
residential purposes prior to the construction of the main dwell-  
ing.

5. BUILDING LINES. No buildings or structures (including  
garage, guest house, cabana, or servant house) shall be construct-  
ed within twenty (20') feet from any boundary line. Where two or  
more adjacent plots are combined within one title and ownership,  
then the reference to the boundary line herein shall be to the

perimeter or outside boundaries of the combined unit.

6. MINIMUM COSTS. All main dwellings to be constructed within the residential subdivision must be of such value, size and design so as to conform to the general costs, design and size of all residential structures presently existing or that will be constructed in Cain-Carlton 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 the cost of the main dwelling on any one plot be less than \$15,000.00.

7. APPROVAL OF PLANS. Before any building or structure, fence, wall or windbreak shall be erected, altered or rebuilt within the said residential subdivision, the plans, specifications and plot plans must be first submitted to Cain-Carlton, Inc. for its prior written approval, or the approval of its duly appointed agent or representative.

8. GOVERNING BODY. Until such time that a landowners' association may be formed, to which association Cain-Carlton, Inc. may delegate the duties to approve plans, Cain-Carlton, Inc. will, by its Board of Directors, or its duly approved agent or representative, approve or disapprove of all building plans or plot plans and shall have the right to approve or designate the location or relocation of all telephone lines, power lines and clothes drying areas.

9. RESTRICTED ACTIVITIES AND USES. There shall be no manufacturing, merchandising or conduct of any trade, business or profession within the residential lots of the subdivision as above described. This restriction includes such things and activities as, but is not limited to: hotels, guest houses, restaurants, bars, and/or other places for the sale of intoxicating liquors, factories, hospitals, convalescent homes, cemeteries or burial plots, commercial gardening, dairying, poultry raising, kennels and stables. Nothing shall be maintained or conducted therein which shall be an annoyance or nuisance to the inhabitants of the subdivision, and no animals, other than domestic pets, may be kept within the subdivision. Nothing herein shall be construed to prohibit a landowner from sharing with or selling to Cain-Carlton, Inc. or Estate Carlton, Incorporated or other landowners in the subdivision any natural subterranean water resources that may be found in the premises; nor shall anything be construed herein to prohibit a landowner from leasing his private dwelling provided that the lease shall be made either through Cain-Carlton, Inc. or Estate Carlton, Incorporated or subject to the approval of either corporation.

10. ROADWAY EASEMENT. All owners of plots in this subdivision shall have a perpetual easement over and upon all roadways as constructed, located or relocated by Cain-Carlton, Inc. in this subdivision. However, as a condition to the continued use and enjoyment of said roadways the owners, in accepting title and this easement, covenant that after 1961 the owner of each plot will pay 1/50th of the total cost of road maintenance in the subdivision annually (with a minimum assessment of \$50.00 against each plot, per year.) Also, that at such time that there shall be a minimum of 25 plots sold a landowners association will be formed to take over the maintenance of the roads from Cain-Carlton, Inc.

11. EASEMENT FOR UTILITIES. The right is hereby reserved to Cain-Carlton, Inc. to install and maintain public utility services, for well or potable water, sewage, power, telephones, drainage and irrigation, with all devices that it may deem appropriate in connection therewith, over, upon and through all plots in the subdivision, it being understood that such utilities will be located next to the roadways whenever possible.

12. SURVIVAL AND VALIDITY OF TERMS. These covenants shall be binding upon and inure to the benefit of Cain-Carlton, Inc., other owners, and future owners of the land described in this declaration 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 at any time 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 the same shall remain in full force and effect as herein provided.

13. REMEDY ON BREACH. No right of forfeiture for the violation of any of these covenants is reserved, but any owner of land in the subdivision shall be entitled to a decree of injunction against any violation or threatened violation or continuing violation, and such owner shall be entitled to recover his costs and reasonable attorney's fees in such action.

14. RIGHT OF FIRST REFUSAL. If any residential plot with any improvement thereon, be at any time offered for sale, Cain-Carlton, Inc. shall be entitled to receive a written notice, delivered to its registered agent in St. Croix or sent to it by registered mail, stating the price and terms of any bona fide proposed sale acceptable to the owner of the premises. Cain-Carlton, Inc. shall then have thirty (30) days within which either (a) to match the proposed price and terms; or (b) to deliver a written waiver and release of option. If after waiving this right, the property is not sold as stated in the notice, Cain-Carlton, Inc. shall be entitled to the same benefits of this option before any other sale can be consummated at any price less than that stated in the notice. This right of first refusal shall be an obligation on the premises for twenty five years from the date hereof, and any purchaser, transferee, or devisee of the premises shall hold title thereto subject to this option.

15. TERMINATION OF COVENANTS. These covenants shall be effective and run with the land for a period of twenty five years from the date hereof, after which time said covenants shall be automatically extended for successive ten year periods unless amended or revoked by action of a majority of the landowners then holding title to land in the subdivision.

IN WITNESS WHEREOF CAIN-CARLTON, INC. has duly executed this instrument the day and year first above written.

CAIN-CARLTON, INC.

By Donald S. Walker  
President

Attest:

[Signature]  
Secretary

TERRITORY OF THE VIRGIN ISLANDS,  
JUDICIAL DISTRICT OF ST. CROIX

On this 11<sup>th</sup> day of January, 1960 before me personally came and appeared Donald S. Walker, who, being duly sworn did depose and say that he is the President of Cain-Carlton, Inc. the corporation described in and which executed the foregoing instrument, that he signed his name as President thereto by order of the Board of Directors of said corporation and affixed the corporate seal by like order.

[Signature]  
Deputy Clerk of Court  
Received for recording at the Recording Office on

11 day of January 1960 at 1:50 o'clock p.m.

Fee: \$4.50 [Signature] Recorder  
DONALD C. SCHMIDT

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