

October 26, 2005  
Revised January 31, 2007  
Revised June 20, 2007  
Revised July 6, 2007

**DITLEFF POINT**  
**DECLARATION OF RIGHTS, CONDITIONS,**  
**COVENANTS, RESERVATIONS AND RESTRICTIONS**

This Declaration of Rights, Conditions, Covenants, Reservations and Restrictions ("Declaration"), having an effective date of January 31, 2007, by REGENCY DEVELOPMENT COMPANY, LLC, a Delaware Limited Liability Company, DOAN ESTATES, L.L.C., a Michigan Limited Liability Company, VIRCOM, LLC, a Michigan Limited Liability Company, (all hereinafter referred to as "Declarants"), and FOUR ESTATES OF ST. JOHN, LLC, a Michigan Limited Liability Company. However, Four Estates of St. John, LLC is not a Declarant hereunder and has no rights as a Declarant hereunder.

**RECITALS**

A. Declarants each own various parcels of land comprising 31 Residential Parcels situate in an area known as Estate Rendezvous and Ditleff, 15A Cruz Bay Quarter, St. John, U.S. Virgin Islands. Four Estates of St. John, LLC owns 6 other parcels in Estate Rendezvous and Ditleff which contain private roads fronting on each of the Residential Parcels. Attached hereto as Exhibit A, and made a part hereof, is a legal description of the 31 Residential Parcels owned by Declarants, and the 6 parcels owned by Four Estates of St. John, LLC, all in Estate Rendezvous and Ditleff.

B. Vircom, LLC, a Michigan Limited Liability Company ("Vircom"), a Declarant herein, intends to subdivide one of its Residential Parcels into two Residential Parcels. Regency Development Company, LLC, a Delaware Limited Liability Company ("Regency"), a Declarant herein, also intends to subdivide one of its Residential Parcels into two Residential Parcels. Following the aforesaid subdivisions, the total number of Residential Parcels owned separately by Declarants will increase from 31 to 33.

C. Declarants and Four Estates of St. John, LLC desire to create in Ditleff Point a residential community comprised of individual residential parcels on which single-family detached residential dwellings are planned to be built.

D. Declarants and Four Estates of St. John, LLC desire to provide for the preservation and enhancement of the property values, amenities, and opportunities in Ditleff Point, contributing to the personal and general health, safety and welfare

09/04/2007 1:46PM  
Official Records of  
ST JOHN/ST JOHN  
WILMA O. HART SMITH  
RECORDER OF DEEDS

of its owners and residents, and to subject Ditleff Point to the covenants, restrictions and easements set forth in this Declaration, each and all of which is and are for the benefit of Ditleff Point and for each subsequent owner of a part thereof.

E. Declarants have established a general plan for the improvement and development of Ditleff Point, and now desire to establish a uniform standard of rights, conditions, covenants, reservations, and restrictions for all of the parcels located in Ditleff Point, which rights, conditions, covenants, reservations and restrictions shall run with the land.

NOW THEREFORE, Declarants hereby declare and establish for Ditleff Point the rights, conditions, covenants, reservations and restrictions upon which, and subject to which, all of the parcels in Ditleff Point shall be owned, improved, maintained, contracted for sale or sold and conveyed. Each of these rights, conditions, covenants, reservations and restrictions are for the benefit of each owner of a residential parcel in Ditleff Point, shall run with the land, shall inure to and pass with each and every parcel in Ditleff Point, and shall bind the respective successors in interests of the present owners thereof.

#### DEFINITIONS

1. The term "Declarants" shall mean and refer collectively and jointly to Regency Development Company, LLC, a Delaware Limited Liability Company, Doan Estates, L.L.C., a Michigan Limited Liability Company, and Vircom, LLC, a Michigan Limited Liability Company.

2. The term "Owner" shall mean and refer to the record owner of a parcel within Ditleff Point.

3. The term "Buyer" shall mean the purchaser of a residential parcel who acquires title by valid deed, conveyance, or court order.

4. The term "Corporation" shall mean the Ditleff Point Property Owners Association, Inc., a Virgin Islands corporation.

5. The term "Dwelling Unit" shall mean, "any room or group of rooms located within a dwelling and forming a single-family habitable unit with facilities which are used or intended to be used for living, sleeping, and cooking," as defined in the Virgin Islands Building Code at 29 V.I.C. § 225(b)(41).

6. The term "Parcel" shall refer generally to all parcels identified and located within Ditleff Point.

7. The term "Residential Parcel" shall mean those Parcels as follows:

Owned by Doan - Parcel Nos. 15A-9-7  
Estates, L.L.C. 15A-9-8  
15A-9-9  
15A-10-1-1  
15A-10-1-Rem.  
15A-10-2-1  
15A-10-2-Rem.  
15A-10-7A  
15A-10-7BA  
15A-10-7B-Rem.  
15A-10-7-Rem.

Owned by Vircom, - Parcel Nos. 15A-9-1  
LLC 15A-9-6  
15A-9-10  
15A-9-11  
15A-9-12  
15A-10-3 (to be  
subdivided into two lots to  
be designated as  
15A-10-3A and  
15A-10-3-Rem.)  
15A-10-4  
15A-10-8A  
15A-10-8B  
15A-10-8-Rem.

Owned by Regency - Parcel Nos. 15A-9-3  
Development Company, 15A-9-4  
LLC 15A-9-5  
15A-9-13  
15A-9-14  
15A-10-5  
15A-10-6  
15A-10-9A  
15A-10-9B  
15A-10-9-Rem. (to be  
subdivided into two lots to  
be designated as  
15A-10-9C and  
15A-10-9-Rem.)

8. The term "Estate Road Parcels" shall mean Parcel Nos. 1 through 6 in Estate Rendezvous and Ditleff, and such other parcels containing private roads, as may be added, amended or removed from time to time, and are subject to the provisions of this Declaration.

9. The Estate Road Parcels and any improvements therein are referred to collectively as the "Ditleff Point Roads".

10. The Residential Parcels and the Estate Road Parcels are further described on the Subdivision Plats of said parcels filed or to be filed with the Virgin Islands Public Works Department and the Office of the Recorder of Deeds for the St. Thomas and St. John, Government of the Virgin Islands.

11. The term "Ditleff Point" shall include the Residential Parcels, the Estate Road Parcels, the Ditleff Point Roads and any other parcels, if any, as may be added or amended and as located on duly filed maps.

12. The term "Motor Vehicle" shall include every vehicle which is self-propelled, including but not limited to, automobiles, trucks, motorcycles, scooters and golf carts.

### RIGHTS, CONDITIONS, COVENANTS, RESERVATIONS AND RESTRICTIONS

13. Properties Subject to this Declaration. The properties presently subject to this Declaration are 31 Residential Parcels. Two Residential Parcels are intended to be subdivided, thereby increasing the total number of Residential Parcels subject to this Declaration to 33 parcels. Each of the Residential parcels is owned by one of the Declarants, and Parcel Nos. 1 – 6 are owned by Four Estates of St. John, LLC. All such properties are situate in Estate Rendezvous and Ditleff, 15A Cruz Bay Quarter, St. John, U.S. Virgin Islands, and are described in the legal descriptions set forth in Exhibit A attached hereto.

There is a residential lot which is not now a Residential Parcel, Parcel No. 15A-9-2, in Estate Rendezvous and Ditleff, fronting on one of the Estate Road Parcels, which is not owned by any Declarant. The owner of Parcel No. 15A-9-2 shall have the right to subject said residential lot to the terms of this Declaration and the Ditleff Point Maintenance Declaration, thereby making Parcel No. 15A-9-2 part of Ditleff Point, and a Residential Parcel pursuant to the aforesaid Declarations, by executing an appropriate instrument providing for Parcel No. 15A-9-2 to be unqualifiedly subject to the aforesaid Declarations, and causing such instrument to be recorded in the Office of the Recorder of Deeds for St. Thomas and

St. John, U.S. Virgin Islands, within six (6) months of the date of the recording of this instrument. Any such instrument executed or recorded after said six (6) month period shall have no legal effect and shall be null and void.

14. Prohibition against Further Subdivision of Residential Parcels. No Residential Parcel shall be subdivided, or its boundary lines changed, with the following exceptions:

(a) Parcel 15A-10-9-Rem. (Regency) may be subdivided into two separate Residential Parcels;

a. Parcel 15A-10-3 (Vircom) may be subdivided into two separate Residential Parcels;

b. Declarants reserve the right to abandon a portion of the Estate Road between Parcel 15A-9-5 and Parcel 15A-9-6. Any such abandoned portion of the Estate Road shall be added to Parcel 15A-9-5 and/or Parcel 15A-9-6, as the case may be;

c. Declarants reserve the right to abandon a portion of the Estate Road between Parcel 15A-9-10 and Parcel 15A-9-11. Any such abandoned portion of the Estate Road shall be added to Parcel 15A-9-10 and/or Parcel 15A-9-11, as the case may be;

d. The boundaries of Parcel 15A-9-3 may be adjusted to accommodate an entry feature for Ditleff Point.

15. Prohibition Against Granting Easements which benefit property other than Ditleff Point Property. No owner of any property in Ditleff Point shall grant any easement in Ditleff Point property which benefits property other than Ditleff Point Property.

16. No Access between Residential Parcels. No Residential Parcel shall be used for or as a means of access to adjoining Residential Parcels except with the prior written consent of Declarants.

17. Right to Use and Enjoyment of Ditleff Point Roads. Every Owner shall have a right and easement of enjoyment in and to the Ditleff Point Roads which shall be appurtenant to and shall pass with the title to every Residential Parcel subject to the following provisions: (a) The right of the Declarants to charge admission, use, maintenance and other fees for the use of any facility now or hereafter situated or constructed upon the Ditleff Point Roads; (b) The right of the Declarants to suspend an Owner's voting rights and the right to use of the facilities by an Owner for any period during which any assessment, penalty or

fine by the Declarants against said Owner's Residential Parcel remains unpaid; (c) The right of the Declarants to grant easements in and to the Ditleff Point Roads for utilities; and (d) the right of the Declarants to borrow money for the purposes of improving the Ditleff Point Roads, or for constructing, repairing, maintaining, or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage on all or any portion of the Ditleff Point Roads; providing however, that the lien and encumbrance of any such mortgage given by the Declarants shall be subject and subordinate to any and all rights, interests, options, easements, and privileges herein reserved or established for the benefit of the Declarants, any Owner, or other interested party or parties, or the holder of any mortgage, irrespective of when executed given by the Declarants or any Owner(s) encumbering any Residential Parcel within Ditleff Point.

18. Reservation of Perpetual Easement. The Declarants reserve unto themselves, their successor(s) and assigns, a perpetual easement and right on, over and under the ground to erect, maintain and use electrical, television, telephone and other communication lines, wires, cables and conduits, or culverts and other suitable means for the conveyance and use of electricity, telephone, water, and other public conveniences or utilities on, in or over each Parcel. Such easements and rights of ways shall be confined to five (5) feet from and within the perimeter of any Residential Parcel. Such rights may be exercised by any licensee or assignee of the Declarants. This reservation shall not be construed to be an obligation of the Declarants to provide or maintain any such utility service.

All parties rightfully using such easements may from time to time and at any time enter upon said above-referenced easements and rights-of-way, for any of the purposes for which same have been reserved, and as necessary may remove or trim without replacement any growing or other thing thereon. During the time that any work is rightfully being performed within any easement or right-of-way area, the party performing such work shall also have a temporary easement to either side of the easement area for purposes of conveniently performing the work in question, without harm to structures or plantings.

The owners of the Residential Parcels shall at all times maintain and occupy their Residential Parcels so as not to interfere with the purposes for which said easements and rights-of-way have been created and are used. All conveyances of Residential Parcels by Declarants or others shall be subject to the said easements and rights-of-way without necessity of any further reservation being mentioned therein.

19. Easement for Pedestrian Beach Access. A 20 foot wide easement for pedestrian beach access for use by each Owner, his or her guests and invitees of each Residential Parcel, in common with other Owners of Residential Parcels, their guests and invitees, is hereby established in favor of the Corporation

on (1) Parcel No. 15A-10-4, within 10 feet of its division line with Parcel No. 15A-10-6, and on (2) Parcel No. 15A-10-6, within 10 feet of its division line with Parcel No. 15A-10-4. Said 20 foot wide easement will extend at the aforesaid location from the adjacent Estate Road Parcel across Parcel Nos. 15A-10-4 and 15A-10-6 as aforesaid, to and including the sea water line. A landscape buffer shall be installed on each side of the 20 foot wide easement to separate the easement area from the non-easement portions of Parcels 15A-10-4 and 15A-10-6.

The aforesaid Easement for Pedestrian Beach Access is also subject to Rules and Regulations, as amended, hereafter adopted by Declarants and/or the Corporation. The Corporation shall have the duty of maintaining in good condition the physical condition of the land comprising this Easement for Pedestrian Beach Access and any facilities associated therewith.

20. Use of the Beach. If a Residential Parcel Owner, his or her guests and invitees, pursuant to the terms herein and any Rules and Regulations adopted by Declarants and/or the Corporation, use the Easement for Pedestrian Beach Access to access the sandy beach within the area of the Easement for Pedestrian Beach Access, such Residential Parcel Owner, his or her guests and invitees, shall also have a right in common with other Owners of Residential Parcels, their guests and invitees, to use the sandy portions of the Beach within Parcel Nos. 15A-10-4, 15A-10-6 and 15A-10-2 REM, and the water associated therewith. No person, including but not limited to the Owner of any such parcel, shall prevent, hinder, interfere with or block any such use of the Beach by, including but not limited to, blocking free and uninterrupted access by planting indigenous species such as "seagrape" or by other means of detouring access along the Beach front.

The aforesaid use of the Beach is also subject to the Rules and Regulations, as amended, hereafter adopted by Declarants and/or the Corporation.

21. Maintenance of Estate Road Parcels, Ditleff Point Roads, and Easements. Declarants have executed a Ditleff Point Maintenance Declaration, intended to be recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, U.S. Virgin Islands, providing for permanent maintenance by the Corporation of the Estate Road Parcels, Ditleff Point Roads, and other Common Facilities in Ditleff Point as defined in the Ditleff Point Maintenance Declaration for the benefit of all property owners. All such property in Ditleff Point, including all improvements thereto, are to be maintained in good repair and operating condition.

22. Ditleff Point Roads. No landscaping, improvements, structures or alterations shall be performed, erected, located, or maintained upon the Ditleff Point Roads, except those which may performed, erected, located or maintained by, or otherwise approved by, Declarants. No personal property of any kind may be

kept or stored, temporarily or permanently, on any portion of the Ditleff Point Roads.

23. Single Family Residences Only. Property in Ditleff Point shall be used exclusively for residential purposes. Each Residential Parcel may be improved and occupied only by one single family [as defined under the Virgin Islands Building Code at 29 V.I.C. 225(b)(45)] private residence and the following structures appurtenant (accessory or incident) thereto: i.e garage, guest house, greenhouse, tool shed, space to be occupied by a caretaker or servants. No building shall exceed two stories in height, inclusive of attics, on said building's uphill side. The total square footage of living space under roof, including verandas with covered roofs, on any Residential Parcel shall not exceed 12,500 square feet. No other building or structure erected on a Residential Parcel, whether or not otherwise allowed on said Residential Parcel, shall be used in whole or in part as a Dwelling Unit by any person or persons, except as allowed for temporary structures erected during construction as allowed in the Architectural Guidelines. No Dwelling Unit or other building or structure located on any Residential Parcel, and no portion of any Residential Parcel, shall be commercially used for an apartment house, lodging house, guest house, hospital, sanitarium or professional or other commercial business activity. Nothing herein shall prevent each such Dwelling Unit to be rented as a single family rental unit, provided that any appurtenant structure may not be rented separately from the Dwelling Unit.

24. Architectural Control. For the purpose of further insuring the development of Ditleff Point as a community of high standards and first class residences, the Declarants reserve the exclusive right to control the architectural type and style, the materials of construction and the location on each Residential Parcel of any and all buildings, structures, patios, roads or any other improvements, pursuant to the following:

- (a) Architectural Guidelines for development of Ditleff Point Residential Parcels, Estate Rendezvous and Ditleff, No. 15A Cruz Bay Quarter, St. John, U.S. Virgin Islands, dated March 28, 2000, originally prepared by Malzahn Bass & Associates, Midland, Michigan, revised by Declarants October 26, 2005 and having an effective date of January 31, 2007 ("Architectural Guidelines").
- (b) Building Envelope Plans for Development of Ditleff Point Residential Parcels, Ditleff Point, Estate Rendezvous and Ditleff, No. 15A Cruz Bay Quarter, St. John, U.S. Virgin Islands, having an effective date of January 31, 2007, prepared by Michael L. Oxman, Registered Architect, Hillrose Cottage, 36963 Charlestown Pike, Hillsboro,



Virginia 20132 ("Building Envelope Plans"), as amended thereafter from time to time by Declarants.

Declarants reserve the right to amend the Architectural Guidelines and each of the Building Envelope Plans. However, any such right of amendment is subject to the prior written approval of Jackson Hole Preserve, Incorporated, a New York Non-Profit Corporation ("JHPI"), as more particularly provided for in paragraph 2 of a Deed by JHPI to Carl A. Gerstacker, Herbert Dow Doan, Shailer L. Bass and C. Benson Branch, as equal co-partners of Four Estates of St. John, Inc., a Michigan General Co-Partnership, dated September 22, 1969 and subsequently recorded in the Office of the Recorder of Deeds, St. Thomas, U.S. Virgin Islands at Book 11-D, Page 238, Document No. 1562 (the "1969 Deed"), and as provided for in paragraph 2(i) of a Development Plan Approval Agreement dated January 31, 2007 between JHPI and Doan Estates, LLC, a Michigan Limited Liability Company, Vircom, LLC, a Michigan Limited Liability Company, Regency Development Company, LLC, a Delaware Limited Liability Company, and Four Estates of St. John, LLC, a Michigan Limited Liability Company, intended to be recorded in the Office of the Recorder of Deeds, St. Thomas, U.S. Virgin Islands (the "Development Plan Approval Agreement").

No construction of any building, structure, improvement or development, nor any alteration to the exterior appearance, design or construction of any existing building, structure or other improvement, shall be commenced or made upon any Residential Parcel unless and until two copies of the architectural plans and specifications therefore and a site plan containing proposed gradings, etc. have been submitted to and approved in writing by the Declarants, pursuant to the Architectural Review & Approval Procedures outlined in the Architectural Guidelines, as amended. Each such building, structure or improvement or alteration thereto shall be constructed on such Residential Parcel only in accordance with the plans and specifications and site plans so approved. Refusal of approval of architectural plans and specifications and site plans by the Declarants shall be in writing.

The plans, specifications and site plan submitted pursuant to this paragraph shall include two copies of a complete set of those submitted to the Virgin Islands Department of Public Works or other government agency in conjunction with any building or other permit application. The plans, specifications and site plan shall include, at a minimum, floor plans, exterior building elevations, the location of the buildings, structures or improvements proposed to be built on the parcel, existing grades, finished grades, floor elevations, and slope and grade thereof, height above grade of the structures on the uphill side, exterior colors and finishes, composition of materials, all as outlined within the Architectural Guidelines, as amended, and Building Envelope Plan, as amended.

Declarants shall have sixty (60) days within which to approve or disapprove the said plans, specifications and plot plan after written request and submission thereof. If Declarants fail to approve or disapprove such plans, specifications and plot plan in writing within sixty (60) days after submission, they shall be deemed approved. The approval or disapproval, in whole or in part, by Declarants pursuant to this paragraph notwithstanding, no Owner shall construct or alter any building, structure or improvement, or otherwise alter any Residential Parcel in violation of any law, rule, regulation, covenant, restriction, or building permit requirement.

Declarants may enter into a contract with a licensed architect to assist in the architectural control review process of Ditleff Point. The reasonable cost of such professional services shall be reimbursed to Declarants by the submitting Owner.

Declarants shall have the right, at any time in their sole discretion, to transfer or assign Declarants' architectural control power to approve or disapprove as provided in this paragraph to the Corporation, the Members of which shall consist of Residential Parcel Owners, by all Declarants executing a written assignment or transfer document and causing it to be recorded in the Office of the Recorder of Deeds, in and for St. Thomas and St. John, U.S. Virgin Islands, and by providing written notice of such assignment to the Corporation.

25. Utility Lines. All utility lines, wires, cables and conduits must be run underground from the terminals provided by any utility company, or by the Declarants, to any structure on any Residential Parcel and between structures on any Residential Parcel. The Declarants shall not be liable for the costs of any such underground installation of utility lines from the terminals provided by the utility company or Declarants, or for the maintenance thereof.

26. Building Envelopes. As a part of the overall development plan of Ditleff Point and the architectural control retained by the Declarants, the Declarants have designed for each Residential Parcel, as shown on the Building Envelope Plan, an area within which all building, structures, and other improvements are to be located. Declarants reserve the right (1) to prohibit the location of any building, structure or other improvement on any Residential Parcel outside the area recommended for such locations on the Residential Parcel's Building Envelope Plan, and (2) to amend the Building Envelope Plan for each Residential Parcel. However, any such amendment is subject to JHPI's prior written approval as previously provided in paragraph 23 hereof. Declarants may also designate "Green Belt" planting strips surrounding the "Building Envelope" of each Residential Parcel, which are to be a natural or owner improved area to be maintained as visual barriers in order to maintain the natural integrity of Ditleff Point. Declarants may also designate the location of access driveways from the

Estate Road Parcels onto Residential Parcels. The Building Envelope Plan, including driveway access locations, have or will be depicted on a map which shall be provided to each Owner and/or Buyer, and shall be binding on each Owner and/or Buyer. No deviation from any such designation(s) pursuant to this paragraph shall be permitted without submitting a written request to Declarants and receiving Declarants' written approval. Except as provided in this paragraph, the same procedures for Declarants' approval of any such deviations as those specified in Paragraph 23, Architectural Control, shall be followed for purposes of this paragraph.

27. Restriction on Building Height. No structure shall be built higher than any maximum elevation approved by Declarants provided that in no case, shall any structure be built higher than the applicable height limitations for the lot on which the structure is to be erected as set forth in the Ditleff Point Building Envelope Plans or the amended height restrictions for Ditleff Point contained in paragraph 2 of the 1969 Deed, which amended height restrictions are provided for in the Development Plan Approval Agreement and read as follows:

“Building height restrictions for residences in Ditleff Point shall be as provided in each of the Ditleff Point Building Envelope Plans subject to the following limitations:

The distance from main floor to ceiling may be 12 feet if there is a second story. If the structure is one story, the distance from main floor to rafter bearing may extend to 10 feet and the ceiling can extend into the rafter space.

Second stories and/or lofts may also have a rafter bearing which is 10 feet above the floor of the second story or loft. From the upper finished floor to the peak of the roof, the distance shall not extend more than 20 feet.

Cistern levels and/or substructure heights may be different than the above due to severe and varying topography.”

28. No Occupancy during Construction. No dwelling, building, structure or improvement erected or located upon any Residential Parcel, nor any portion of any Residential Parcel, shall be used as a Dwelling Unit in any manner until construction is completed in conformance with the approved plans and specifications and the requirements of all the other covenants, conditions, reservations and restrictions herein set forth; provided, however, Declarants may

authorize a completed building or structure on a Residential Parcel for which a governmental certificate of occupancy or similar certificate has issued, to be used as a Dwelling Unit prior to completion of all structures as shown on the approved plans and specifications. No temporary or mobile building, structure, improvement, shelter or tent of any kind shall be used in whole or in part as a Dwelling Unit at any time on any Residential Parcel.

29. Completion of Construction on Residential Parcels. All construction on any Residential Parcel shall be completed within twenty-four (24) months from the date of commencement of construction. However, said twenty-four (24) month period may be extended in six (6) month intervals upon obtaining written permission from Declarants prior to expiration of any such period.

30. Antennas. No exposed or exterior radio or television transmitters or receiving antennas shall be erected, placed or maintained on any part of any Residential Parcel, except as may be specifically defined or otherwise permitted by the Declarants

31. No Nuisances. Nothing shall be stored, kept upon or allowed to accumulate upon any Parcel that will emit foul or obnoxious odors. No noise of any kind will be allowed to emanate from any Parcel that might disturb the peace, quiet, comfort or serenity of Ditleff Point. No trash, garbage, or other waste shall be stored, kept on or allowed to accumulate upon the Ditleff Point Roads or upon any Residential Parcel, except in appropriate sanitary containers. All such containers, laundry and/or laundry areas shall be shielded and screened from view of the roadways and other Parcels. No trailers or other containers for temporary storage, no construction debris, no junked vehicles, engines, or parts thereof, no discarded or dismantled machinery, nor any debris or rubbish of any nature shall be stored, kept upon or allowed to accumulate on any Parcel. Parcel Owners shall be responsible for their own trash and garbage removal to the usual public garbage pickup locations. No illegal, noxious or offensive activity shall be permitted upon any Residential Parcel, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Residential Parcel or Owners thereof within Ditleff Point.

32. Vehicles. Motor vehicle parking shall not be permitted within the Estate Road Parcels, subject to the provision that an Owner of a Residential Parcel and such Owner's guests or invitees may temporarily park a golf cart or similar type of vehicle, only in the portion of Estate Road Parcels designated by Declarants as a parking area, for use of the Easement for Pedestrian Beach Access, and only during the time that such persons have accessed and are using the beach pursuant to the Easement for Pedestrian Beach Access; said easement more particularly described in paragraph 19 hereof.

Each Residential Parcel Owner shall provide and maintain space on such Residential Parcel for parking a minimum of three (3) motor vehicles (excluding golf carts or similar type vehicles) on such Residential Parcel prior to the occupancy of any Dwelling Unit. Moreover, if such Residential Parcel Owner elects to acquire and use a golf cart or similar type vehicle within Ditleff Point, such Residential Parcel Owner shall provide and maintain on such Residential Parcel, space for parking and storing such golf cart or similar type vehicle, in addition to the minimum space for parking three motor vehicles (excluding golf carts and similar type vehicles), as provided herein. Notwithstanding the foregoing, as part of Architectural Control as provided in paragraph 24 hereof, Declarants shall have the right, after determining that the proposed construction warrants an increase in the aforesaid minimum number of three motor vehicle parking spaces (excluding golf carts or similar type vehicles), to require a Residential Parcel Owner to provide and maintain additional parking spaces on such Residential Parcel in excess of the three minimum motor vehicle parking spaces (excluding golf carts or similar type vehicles) prior to the occupancy of any Dwelling Unit on such Residential Parcel.

No trucks (except small pickup trucks) and no commercial vehicles of any kind shall be stored or parked on any Residential Parcel except in a closed garage. Small boats less than twenty (20) feet in length and small boat trailers may be stored or parked on a Residential Parcel as long as they are shielded and screened from view from the Estate Roads and from other Residential Parcels. Vehicle repairs, except tire changes and battery service, shall not be conducted within Ditleff Point.

33. Clothes Lines and Laundry. No permanent outside clothes lines or clothes line posts are permitted. Portable outside clothes lines, which are approved by Declarants in writing, shall be permissible, provided such portable outside clothes lines are not visible from any Estate Road or other Residential Parcel.

No laundry, clothing or rugs may be hung, displayed or exposed on the exterior of any residential dwelling, unless such objects are not visible from any Estate Road or other Residential Parcel.

34. Ornaments. No statues, sculptures, painted trees, bird baths, flags, except for an American flag, flag poles, replicas of animals, persons or other like objects may be affixed to any Residential Parcel where such object would be visible from any Estate Road or other Residential Parcel. Notwithstanding anything to the contrary contained herein, holiday decorations may be temporarily placed on a Residential Parcel during the period from three weeks before to two weeks after any holiday that occurs in December, and during the period from two weeks before to one week after any holiday that occurs in any month other than December.

35. Sewage Systems. Only Sewage Systems approved by Declarants shall be constructed or installed on any Residential Parcel. Under no circumstances will septic pits or fields be permitted. Any such Sewage System shall be of sufficient capacity and size for the intended purposes and shall also be approved by the appropriate governmental agencies. Such Sewage System shall be maintained by the Owner so that there is no odor, overflow, seepage, drainage or erosion therefrom whatsoever.

36. Signs. No signs of any description shall be displayed to the public view on any portion of any Residential Parcel or structure that may be erected thereon, except (1) one sign which identifies the Owner, or the name or address of the property, and (2) one sign advertising the sale of the property will be allowed on any Residential Parcel. No allowed sign shall be more than four (4) square feet in area. Declarants shall have the right to designate the location and character of any mail or newspaper delivery boxes on any Residential Parcel, and may provide for a central location of all such mail and newspaper delivery boxes.

37. Maintenance of Residential Parcels and Structures erected thereon. Each Residential Parcel Owner shall be required to keep and maintain all elements of such Owner's Residential Parcel, including, but not limited to, landscaping, roads, pools and exteriors of all structures, in good condition and repair.

Declarants may establish rules and regulations to insure each Residential Parcel Owner's compliance with such maintenance duties, including but not limited to periodic inspection of Residential Parcels and notice of deficiencies to Residential Parcel Owners.

38. Damage Repairs by Residential Parcel Owners. Residential Parcel Owners shall repair at their own costs, and promptly restore to its original condition, any part of the Ditleff Point Roads, Estate Road Parcels, Residential Parcel or utility installations thereon, damaged by motorized or other equipment resulting from, or personnel employed during, Owner's construction, improvement, or occupancy of a Residential Parcel.

39. Animals and Pets. No donkeys, livestock, fowl, goats, sheep, pigs, cows, reptiles or undomesticated animals shall be allowed on any Parcel. Only two household pets of the customary household variety (including caged birds, but excluding certain aggressive dog breeds [i.e. Rottweilers, Dobermans, Bull Terriers (Pit Bull) or any dog or dogs of violent temperament or otherwise evidencing such temperament] may be kept on any Residential Parcel, provided that such pets are not kept or maintained for commercial purposes, boarding or for breeding. Any pet otherwise allowed but which creates a danger, health hazard, nuisance,

unreasonable disturbance or noise shall be permanently removed from Ditleff Point. Pets shall not be permitted in any portion of Ditleff Point other than the Residential Parcel on which said pet is kept, unless under leash. Each pet owner shall be required to clean up after his or her pet. Each Owner shall be strictly liable to the Declarants and shall indemnify the Declarants and hold them harmless against any loss or liability resulting from said Owner, his or her family members' or lessees' ownership of a pet.

40. No Discrimination based on Race, Creed, Color or National Origin. No provision in any deed, or in any agreement or understanding, written or otherwise, made by any property owner(s) which in any manner, directly or indirectly, provides against use of common facilities, residential occupancy or parcel ownership by any individual solely because of race, creed, color or national origin shall be valid.

41. Covenants Run with the Land. All rights, conditions, covenants, reservations, restrictions and obligations set forth in this Declaration shall run with the land and shall be binding upon all parties and persons claiming under them for a period ending December 31, 2033, after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument signed by two-thirds (2/3) of the then Owners of Residential Parcels in Ditleff Point, is recorded agreeing to modification, additions to or change in such rights, conditions, covenants, reservations, restrictions and obligations, in whole or in part.

42. Rules and Regulations. Declarants may at any time establish Rules and Regulations and amendments thereto interpreting this Declaration and establishing procedures for implementing its provisions. Copies of any such Rules and Regulations and any amendment thereto shall be furnished by Declarants to all Owners prior to the effective date of any such Rules and Regulations. Where feasible and at the sole discretion of Declarants, Declarants may solicit the comments of Owners, whether at a meeting or otherwise, prior to adopting any Rules and Regulations.

43. Binding Effect. The provisions of this Declaration and any Rules and Regulations shall be binding upon all Owners, their families, tenants, guests, invitees and agents.

44. Violations. Any violation of this Declaration or any Rule or Regulation shall immediately be corrected by the offender upon receipt by an Owner of written notice from Declarants; provided, however, that Declarants shall not be required to give such written notice as a precondition to commencement of any other type of enforcement action, including litigation, or the assessment of a penalty as herein provided for.

In the event of a violation of any of the provisions of this Declaration or any Rules and Regulations, Declarants shall have the power to impose fines which shall constitute a lien upon the Owner's Residential Parcel and to suspend an Owner's right to use the Ditleff Point Roads and Ditleff Point Common Areas until any such fines are paid in full and any such violations are fully corrected.

45. Remedies. The following persons have the right to enforce compliance with this Declaration and any Rules and Regulations promulgated hereunder by injunctive relief against any threatened or continuing violation, and/or by seeking a judgment for any damages resulting therefrom:

(a) Declarants, acting jointly in their capacity as Declarants;

(b) An owner of any Residential Parcel subject to this Declaration, either in his, her or its individual capacity;

(c) The Corporation.

Each person, firm, or corporation who has violated any of these restrictions or covenants shall be liable for reasonable attorney's fees and other expenses incurred, whether or not there is a lawsuit, as a result of such violation or violations by any person who has the right to enforce compliance with these covenants and restrictions. Such reasonable attorney's fees and costs may be recovered (1) in a separate action for the recovery of the same, or (2) in any action for violation of these covenants and restrictions, reasonable attorney's fees and expenses may be awarded by the court as costs in favor of a person enforcing compliance with these restrictions and against a person who has violated the terms of these covenants and restrictions.

Failure to enforce any violations of these covenants and restrictions shall not be deemed a waiver of the right to do so at any time thereafter with respect to existing and future violations.

46. Development and Construction.

(a) Declarants, and any person, firm or corporation engaged in development of Ditleff Point and/or construction of homes on the Residential Parcels, or such other person with the permission of any of them, upon such terms as Declarants may impose, may engage in activities prohibited by the terms of this Declaration, while Declarants, or such other person, firm or corporation is engaged in development of Ditleff Point and/or construction of homes on the Residential Parcels. Without limiting the foregoing, the presence of construction vehicles, materials, equipment, trailers, portable toilets and temporary sheds, the existence



of noise, dust, dirt and other inconvenience of construction, and the pursuit of construction, shall not be deemed violative of this Declaration if engaged in by Declarants or by any other person, firm or corporation engaged in development of Ditleff Point and/or construction of homes on the Residential Parcels, or such other person with the permission of any of them.

(b) Declarants, their successors, assignees, agents and designees shall have the right at all times to go upon any Parcel, to accomplish and complete development, grading and/or landscaping.

47. Assignment of Declarants' Rights. Notwithstanding anything to the contrary contained herein, Declarants reserve the right to assign all rights and duties as Declarants under this Declaration by the execution and delivery of an appropriate assignment document in recordable form.

48. Assignment of the Rights of a Single Declarant hereunder. Each Declarant, in connection with a sale or transfer of no less than nine Residential Parcels, shall have the right to assign such Declarant's rights under this Declaration to such purchaser or transferee, who shall, in the event of such assignment, become a Declarant hereunder in place of said Declarant assignor and have all rights as a Declarant hereunder, including the right to assignment pursuant to terms of this paragraph.

49. Expiration of Rights of any Declarant. Five (5) years after the date of sale or transfer of a Residential Parcel by such Declarant or assignee Declarant, resulting in such Declarant or assignee Declarant ceasing to own any Residential Parcel in Ditleff Point, the rights of such Declarant or assignee Declarant, as a Declarant, shall expire or cease to exist under this Declaration.

50. Severability. The invalidation of any of the provisions of this Declaration or any Rules or Regulations, by judgment, decree or order of any court shall not affect the validity of any other provisions of same, but the remaining provisions of same shall remain in full force and effect.

51. Liability. Neither Declarants nor the Corporation, nor any of their respective directors, officers, managers and members, shall have liability to any person, firm or corporation for failure to perform any duty expressly or impliedly created herein or for any negligent performance of any such duty, nor shall any such persons have any liability to any person, firm or corporation for failure to enforce the covenants of this Declaration, or for any other alleged negligent act or omission, or for any good faith attempt at enforcing the covenants of this Declaration.

52. References in Each Deed. Each Owner of a Residential Parcel, his or her successors and assigns, shall insert in every deed of conveyance or contract relating to the sale, occupation or use of the premises the following clause:

Subject to certain rights, conditions, covenants, reservations, restrictions, obligations and agreements as set forth in (1) the Ditleff Point Declaration of Rights, Conditions, Covenants, Reservations and Restrictions, and recorded in the Office of the Recorder of Deeds for St. Thomas and St. John on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_, No. \_\_\_\_, (2) the Ditleff Point Maintenance Declaration, and recorded in the Office of the Recorder of Deeds for St. Thomas and St. John, on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ in Book \_\_\_\_\_, Page \_\_\_\_\_, No. \_\_\_\_\_, and to any changes or amendments which may thereafter have been recorded in said Office.

However, the recordation of this Declaration constitutes record notice to all the world of the provisions of this Declaration and the failure to insert the aforesaid provision in any deed or other document of conveyance shall not affect the binding nature of the provisions of this Declaration. All Owners of Residential Parcels within Ditleff Point at the time this Declaration is recorded, and all Owners who subsequently take title to any property within Ditleff Point by valid deed, court order, or other document of conveyance or right to possession, consent and agree to be bound by the provisions herein.

53. Notice of Sale of Residential Parcels. In the event an Owner sells or otherwise conveys the Owner's interest in any Parcel, the Owner will provide Declarants with the name and address of the new Owner of record. Upon request, an Owner will also provide to Declarants the name(s), and mailing address if known, of any tenant or mortgagee of the Owner's parcel.

54. Amendment. This Declaration may be changed, altered or modified, in whole or in part as follows:

- (a) By an instrument in writing signed by the record owners of 75% of the Residential Parcels recorded in the Office aforesaid; or
- (b) Notwithstanding the foregoing, Declarants reserve unto themselves jointly, which shall be deemed to be a personal reservation for so long as all Declarants shall own title to any portion of Ditleff Point, the right during such time to

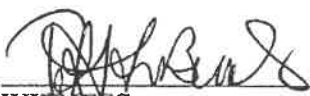
amend this Declaration without notice to or the prior consent of any other person, firm, or corporation; or

- (c) Notwithstanding the foregoing, Declarants, acting jointly, shall have the right to amend this Declaration without the joinder or approval of any other owners of Ditleff Point, if such amendment is:
  - (i) Required by Federal, Virgin Island, or local law, ordinance, rule or regulation; or
  - (ii) Required by any mortgagee or proposed mortgagee of any Parcel in Ditleff Point; or
  - (iii) Required by any title insurance company issuing title insurance to owners and/or mortgagees insuring title to Parcels in Ditleff Point.
- (d) Any such amendment shall be by appropriate instrument in writing signed by all Declarants, or by the requisite number of owners of Residential Parcels, as the case may be, and recorded in the Office of the Recorder of Deeds, in and for St. Thomas and St. John, U.S. Virgin Islands.


IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Rights, Conditions, Covenants, Reservations and Restrictions to be executed this 19<sup>th</sup> day of July, 2007.

SEALED AND DELIVERED

In the presence of:

  
\_\_\_\_\_  
WITNESS

REGENCY DEVELOPMENT COMPANY,  
LLC, a Delaware Limited Liability Company

  
\_\_\_\_\_  
By: Edward L. Davidson, Jr., Manager (SEAL)

Date of Signature: 7/19/07

*(Signatures and Notarial provisions continue on next four pages)*

[Signature]  
WITNESS

David Roeberg (SEAL)  
By: David Roeberg, Manager

Date of Signature: 7/19/2007

DOAN ESTATES, L.L.C., a Michigan  
Limited Liability Company

[Signature]  
WITNESS

[Signature] (SEAL)  
BY: Jeffrey Doan, Manager

Date of Signature: 7/17/07

VIRCOM, LLC, a Michigan Limited  
Liability Company

[Signature]  
WITNESS

[Signature] (SEAL)  
BY: William D. Schuette, Manager

Date of Signature: 7/14/07

FOUR ESTATES OF ST. JOHN, LLC, a  
Michigan Limited Liability Company  
By:

[Signature]  
WITNESS

[Signature] (SEAL)  
Jeffrey Doan, Trustee, Member

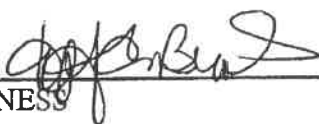
VIRCOM, LLC, a Michigan Limited  
Liability Company, Member


[Signature]  
WITNESS

By: [Signature] (SEAL)  
William D. Schuette, Manager

*(Signature and Notarial provisions continue on next three pages)*

REGENCY DEVELOPMENT COMPANY,  
LLC, a Delaware Limited Liability Company,  
Member

  
\_\_\_\_\_  
WITNESS

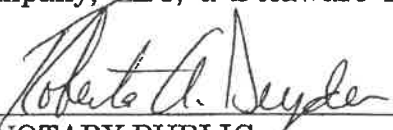
By:  (SEAL) 7/19/07  
Edward L. Davidson, Jr.,  
Manager

  
\_\_\_\_\_  
WITNESS

By:  (SEAL) 7/19/07  
David Roeberg, Manager


STATE OF DELAWARE )  
 ) ss.  
COUNTY OF NEW CASTLE )

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 19<sup>th</sup> day of July, 2007 by Edward L. Davidson, Jr., Manager of Regency Development Company, LLC, a Delaware Limited Liability Company.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: **ROBERTA A. SNYDER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Nov. 27 2007**

STATE OF DELAWARE )  
 ) ss.  
COUNTY OF NEW CASTLE )

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 19<sup>th</sup> day of July, 2007 by David Roeberg, Manager of Regency Development Company, LLC, a Delaware Limited Liability Company.

  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: **ROBERTA A. SNYDER  
NOTARY PUBLIC  
STATE OF DELAWARE  
My Commission Expires Nov. 27 2007**

*(Notarial provisions continue on next two pages)*

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 17<sup>th</sup> day of July, 2007 by Jeffrey Doan as Manager of Doan Estates, L.L.C., a Michigan Limited Liability Company.

Julie A Bird  
NOTARY PUBLIC  
My Commission Expires: 2/18/2013  
JULIE A. BIRD  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 18, 2013  
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN )  
COUNTY OF Oakland ) ss.

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 17<sup>th</sup> day of July, 2007 by Jeffrey Doan, Trustee as Member of Four Estates of St. John, L.L.C., a Michigan Limited Liability Company.

Julie A Bird  
NOTARY PUBLIC  
My Commission Expires: 2/18/2013  
JULIE A. BIRD  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF OAKLAND  
MY COMMISSION EXPIRES Feb 18, 2013  
ACTING IN COUNTY OF Oakland

STATE OF MICHIGAN )  
COUNTY OF Midland ) ss.

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 12<sup>th</sup> day of July, 2007 by William D. Schuette, Manager of Vircom, LLC, a Michigan Limited Liability Company.

**Cheryl L. Whitman**  
Notary Public, Midland County, Michigan  
My Commission Expires November 02, 2007

Cheryl L Whitman  
NOTARY PUBLIC  
My Commission Expires: 11-2-2007  
Acting in Midland County, MI

(Notarial provisions continue on next page)

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF *Midland* )

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 12<sup>th</sup> day of ~~Midland~~ July, 2007 by William D. Schuette, as Manager of Vircom, LLC, a Michigan Limited Liability Company, Member of Four Estates of St. John, L.L.C., a Michigan Limited Liability Company.

*Cheryl L. Whitman*  
Notary Public, Midland County, Michigan  
My Commission Expires November 02, 2007

*Cheryl L. Whitman*  
NOTARY PUBLIC  
My Commission Expires: *11-2-2007*

STATE OF DELAWARE )  
 ) ss.  
COUNTY OF NEW CASTLE )

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 19<sup>th</sup> day of July, 2007 by Edward L. Davidson, Jr., as a Manager of Regency Development Company, LLC, a Delaware Limited Liability Company, Member of Four Estates of St. John, L.L.C., a Michigan Limited Liability Company.

*Roberta A. Snyder*  
NOTARY PUBLIC  
My Commission Expires: **ROBERTA A. SNYDER**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**

**My Commission Expires Nov. 27 2007**

STATE OF DELAWARE )  
 ) ss.  
COUNTY OF NEW CASTLE )

Sworn to and subscribed before me, a Notary Public of the State and County aforesaid, this 19<sup>th</sup> day of July, 2007 by David Roeberg, as a Manager of Regency Development Company, LLC, a Delaware Limited Liability Company, Member of Four Estates of St. John, L.L.C., a Michigan Limited Liability Company.

*Roberta A. Snyder*  
NOTARY PUBLIC  
My Commission Expires: **ROBERTA A. SNYDER**  
**NOTARY PUBLIC**  
**STATE OF DELAWARE**

**My Commission Expires Nov. 27 2007**

**EXHIBIT A**

Legal Descriptions for 33 Residential Parcels owned by Declarants and six other parcels owned by Four Estates of St. John, LLC.

The following parcels in Estate Rendezvous and Ditleff, No. 15A, Cruz Bay Quarter, St. John, U.S. Virgin Islands, as shown on PWD No. D9-2283-T83.

Doan Estates, LLC	
Residential Parcel Nos.	15A-9-7
(11 parcels)	15A-9-8
	15A-9-9
	15A-10-1-1
	15A-10-1-Rem.
	15A-10-2-1
	15A-10-2-Rem.
	15A-10-7A
	15A-10-7BA
	15A-10-7B-Rem.
	15A-10-7-Rem.
Vircom, LLC	
Residential Parcel Nos.	15A-9-1
(11 parcels)	15A-9-6
	15A-9-10
	15A-9-11
	15A-9-12
	15A-10-3 – to be
	subdivided into two lots
	to be designated as
	15A-10-3A and
	15A-10-3-Rem.
	15A-10-4
	15A-10-8A
	15A-10-8B
	15A-10-8-Rem.
Regency Development Company, LLC	
Residential Parcel Nos.	
(11 parcels)	15A-9-3
	15A-9-4
	15A-9-5



15A-9-13  
15A-9-14  
15A-10-5  
15A-10-6  
15A-10-9A  
15A-10-9B  
15A-10-9 – to be  
subdivided into two lots  
to be designated as  
15A-10-9C and  
15A-10-9-Rem.

Four Estates  
of St. John

- Six parcels containing all of the roads in  
Ditleff Point. Each of the aforesaid  
residential parcels front on one or more of  
said roads.