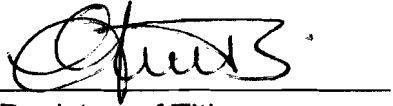


REGISTRAR'S OFFICE  
Filed  
JUN 10 2011 T.H.  
@ 3:00 p.m.  
ST. CHRISTOPHER / NEVIS

THE ATTACHED THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR

Form part of St. Kitts Peninsular Resort District Planned Community

No. 1



Registrar of Titles



**CHRISTOPHE HARBOUR**  
ST. KITTS

**THIRD SUPPLEMENT**

**TO**

**THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**FOR**

**CHRISTOPHE HARBOUR**

---

**THIRD SUPPLEMENT**  
**TO**  
**THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**CHRISTOPHE HARBOUR**

THIS THIRD SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Third Supplement**”) is made this \_\_\_\_ day of June, 2011 (the “**Effective Date**”), by CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, a private ordinary company limited by shares formed under the laws of the Federation of St. Christopher and Nevis (the “**Master Developer**”).

RECITALS:

WHEREAS, pursuant to the St. Kitts (Planned Community) Act, 2008, as amended, and the Master Covenants (hereinafter defined), the Master Developer has created a planned community commonly known as “Christophe Harbour” on the Southeastern Peninsula of the Island of St. Christopher, in the Federation of St. Christopher and Nevis, as described in the Master Covenants; and

WHEREAS, the Master Developer, by the Declaration of Covenants, Conditions and Restrictions for Christophe Harbour dated December 29, 2008, and registered on January 26, 2009, with the Registrar of Titles for the Saint Christopher Circuit in the Planned Community Corporations Index as Planned Community No. 1, as modified, amended and/or supplemented by that certain First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated January 13, 2010, and registered on February 9, 2010, with the Registrar of Titles for the Saint Christopher Circuit (collectively, the “**Master Covenants**”), made certain properties within Christophe Harbour subject to the aforesaid Master Covenants; and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain First Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated December 31, 2008, and registered on January 26, 2009, with the Registrar of Titles for the Saint Christopher Circuit (the “**Original First Supplement**”), as modified, amended and/or supplemented by that certain Amended and Restated First Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated July 20, 2010, and registered on August 12, 2010, with the Registrar of Titles for the Saint Christopher Circuit (the “**Amended and Restated First Supplement**,” and collectively with the Original First Supplement, the “**First Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for

Christophe Harbour dated December 20, 2010, and registered on January 20, 2011, with the Registrar of Titles for the Saint Christopher Circuit (the “**Second Supplement**”); and

WHEREAS, the Master Covenants provide that during the Master Developer Control Period, the Master Developer, in its discretion, may unilaterally, without the necessity or requirement of having to obtain the joinder, consent, or approval of any Person, execute and register an amendment or supplement to the Master Covenants to, among other things, (i) subject additional property to the Master Covenants, (ii) establish and assign property to specific Neighborhoods and/or Districts within Christophe Harbour, (iii) subject any portion of Christophe Harbour to additional covenants, conditions, restrictions, easements, obligations and limitations that add to, create exceptions to, and/or otherwise modify the terms of the Master Covenants to reflect the different character and intended use of such property, and/or (iv) modify, amend and/or supplement the Master Covenants, or any Supplement thereto, for any purpose from time to time, which modification, amendment or supplement shall be executed by the Master Developer and Registered in the Public Records; and

WHEREAS, the Master Developer is the owner of the Tract 7 Property, which property is delineated on the Tract 7 Boundary Plan; and

WHEREAS, the Master Developer now desires to annex the Tract 7 Property into Christophe Harbour and to subject the Tract 7 Property to the Master Covenants; and

WHEREAS, the Master Developer further desires to establish a specific Neighborhood within Christophe Harbour to be known as the “Harbourside Neighborhood” and to assign the Tract 7 Property to such Neighborhood, and to modify, amend and/or supplement the Master Covenants as set forth herein and to impose the following additional covenants, conditions, restrictions, easements, obligations and limitations upon the Tract 7 Property.

NOW, THEREFORE, pursuant to the foregoing, the Master Developer hereby modifies, amends and/or supplements the Master Covenants as follows:

1. Definitions. The following words and terms, when used in this Supplement (unless the context shall clearly indicate otherwise) shall have the meanings set forth below, and all definitions are applicable to the singular and plural forms of such words and terms. Other definitions may appear throughout this Supplement, and shall have the meanings more particularly set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Master Covenants.
  - (a) “**Harbour**” means the body(ies) of water now or formerly known as the “Great Salt Pond,” the “Little Salt Pond,” and “Ballast Bay,” as the same may be enlarged, reduced and/or reconfigured in size, shape, location and depth from time to time, together with any and all tidal waters now or hereafter flowing therein and therefrom from time to time.
  - (b) “**Subdivision Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A SUBDIVISION PLAN OF HARBOURSIDE

PHASE 1 SHOWING 9 RESIDENTIAL LOTS” and dated the 15<sup>th</sup> day of March 2011, and attached hereto as **Exhibit “C”**.

- (c) **“Supplement”** or **“Third Supplement”** means this Third Supplement, as it may be modified, amended and/or supplemented from time to time.
- (d) **“Tract 7 Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “BOUNDARY PLAN OF TRACT 7 CONTAINING 12.76 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 5<sup>th</sup> day of April 2011, and attached hereto as **Exhibit “B”**.
- (e) **“Tract 7 Property”** means that certain real property described in **Exhibit “A”** attached hereto, which Tract 7 Property is delineated on the Tract 7 Boundary Plan attached hereto as **Exhibit “B”**.
- (f) **“Utility Easement Area(s)”** means (i) strips of land ten feet (10’) in width located along the interior of and running adjacent to, parallel with, and along the entire length of each boundary or property line of each lot shown on the Subdivision Plan, and (ii) those certain portions of the Tract 7 Property identified on **Exhibit “D”** attached hereto.

2. Annexation of Tract 7 Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Tract 7 Property is hereby annexed into and made a part of Christophe Harbour and subjected to the Master Covenants. The Master Developer hereby further declares that all of the Tract 7 Property shall be held, sold, used and transferred subject to the covenants, conditions, restrictions, easements, obligations and limitations set forth in the Master Covenants, which shall run with the title to the Tract 7 Property and all other portions of Christophe Harbour. The Master Covenants shall be binding upon all parties having any right, title, or interest in or to any portion of Christophe Harbour, including the Tract 7 Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of Christophe Harbour, including the Tract 7 Property.

3. Establishment of Neighborhood; Assignment to Neighborhood; Neighborhood Assessments; Unit Designation(s); Permitted Use(s).

- (a) Establishment of and Assignment to Neighborhood. Pursuant to **Section 11.1** of the Master Covenants, a Neighborhood to be known as the “Harbourside Neighborhood” is hereby established within Christophe Harbour. The Tract 7 Property is hereby assigned to and is now a part of the Harbourside Neighborhood.
- (b) Neighborhood Assessments. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, the Tract 7 Property, as part of the Harbourside Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.

- (c) Unit Designation(s). The Tract 7 Property as shown on the Subdivision Plan includes nine (9) numbered residential lots. Each of the nine (9) numbered lots comprising the Tract 7 Property is hereby designated a Residential Lot, each of which may be further developed into and used as a single-family residential Dwelling Unit.
- (d) Permitted Use(s). In addition to the use limitations placed upon the Tract 7 Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Tract 7 Property shall be used only for single-family residential purposes.

4. Easements.

- (a) General Utility Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, their successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Utility Easement**") on, over, under, within, through and across and right to use each of the Utility Easement Areas for the purpose of constructing, installing, using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all utilities to the Tract 7 Property and the rest of Christophe Harbour (including, but not limited to, water, sewer, storm water drainage, telephone, gas, electrical, cable television, and internet services and utilities), together with the right of ingress, egress, regress and access to and from the Utility Easement Areas over and upon the Tract 7 Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Utility Easement Areas. The Utility Easement shall be for the benefit of and an appurtenance to the Tract 7 Property and the rest of Christophe Harbour, and shall be a burden upon the Utility Easement Areas.
- (b) Site Development Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, and its successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Site Development Easement**") on, over, under, within, through and across and right to use the Tract 7 Property, including each Residential Lot and Unit therein, for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary or desirable, including, without limitation:
  - (i) the right to adjust the elevation and contours of the Tract 7 Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Tract 7 Property, including each Residential Lot and Unit therein;
  - (ii) the right to clear cut as necessary any vegetation;

- (iii) the right to grade the edges of Residential Lots and Units in order to create the side slopes needed to avoid, if possible, bulkheads and retaining walls; and
  - (iv) the right to build and construct any such walls or slopes, including, but not limited to, any bulkheads or retaining walls along existing or future roadways.
- (c) Harbour Development Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, and its successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Harbour Development Easement**") on, over, under, within, through and across and right to use those portions of the Tract 7 Property now or hereafter submerged beneath the waters of the Harbour (any such portions of the Tract 7 Property being referred to herein as the "**Harbour Development Easement Areas**") (provided, however, in no event whatsoever (including as a result of accretion or receding ocean or other tidal waters) shall the Harbour Development Easement Areas ever be deemed to cover an area smaller than the currently submerged portions of the Tract 7 Property as shown on the Tract 7 Boundary Plan and the Subdivision Plan) for the purposes of constructing, installing, using, operating, maintaining, improving, repairing, developing, accessing and enjoying the Harbour, and for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary or desirable in connection with such construction, installation, use, operation, maintenance, improvement, repair, development, access and enjoyment, including, without limitation:
- (i) the right to adjust the depth, elevation (up or down) and contours of the Harbour Development Easement Areas by, among other things, grading, clearing, dredging, excavating and/or filling all or certain portions of the Harbour Development Easement Areas;
  - (ii) the right to clear cut as necessary any vegetation;
  - (iii) the right to travel over such Harbour Development Easement Areas via boat or other watercraft;
  - (iv) the right to grade the edges of waterfront Residential Lots and Units in order to create the side slopes needed to avoid, if possible, bulkheads and retaining walls; and
  - (v) the right to build and construct any such walls or slopes, including, but not limited to, any bulkheads or retaining walls along existing or future waterfront.
- (d) Access Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, as the case may be, and their respective successors, assigns and/or designees, a non-

exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement for ingress, egress, regress and access of vehicular, pedestrian and water (including boat and other watercraft) traffic on, over, within, through and across the Tract 7 Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this **Section 4**.

5. **Right to Reconfigure and/or Relocate Easements, Easement Areas and Easement Area Improvements.** During the Master Developer Control Period, the Master Developer, in its sole discretion, and after the expiration of the Master Developer Control Period, the Master Owners' Association, in its sole discretion, shall each have the right at any time and from time to time, at the sole cost and expense of the Master Owners' Association, to reconfigure any of the easements declared, granted, reserved or otherwise established in this Supplement, including, without limitation, the Utility Easements and the Harbour Development Easements (collectively, the "**Movable Easements**") and/or to relocate any of the Moveable Easements to another location; provided that such reconfiguration or relocation: (i) shall not materially interrupt, diminish, or otherwise interfere with any utility service to a Lot benefitted by such easement; (ii) shall not materially reduce or impair the usefulness or function of the Moveable Easements, as reconfigured or relocated; (iii) shall be performed without cost or expense to the other Persons entitled to use the Moveable Easements (other than the Master Owners' Association and its Members); and (iv) shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used. If the Master Developer or the Master Owners' Association exercises its reconfiguration or relocation rights as set forth above, the Master Developer or the Master Owners' Association, as the case may be, may prepare and Register a Plan, at the Master Owners' Association's sole cost and expense, showing the actual location of the Moveable Easements, as reconfigured or relocated, and the Master Developer or the Master Owners' Association, as the case may be, may execute and Register an amendment to this Supplement setting forth the actual location of the Moveable Easements, as reconfigured or relocated, and no joinder, consent or approval of any other Person to any such plan or amendment shall be required, except for the Owner of the land upon which the particular Moveable Easement has been reconfigured or relocated.
6. **Building Setbacks and Other Building Restrictions.** The primary building setbacks, secondary building setbacks, secondary building zones, over water buildable areas and other building restrictions, if any, shown on the Subdivision Plan, including the terms and conditions thereof, are more specifically described in the Design Guidelines, as the same may be modified, amended and/or supplemented from time to time. In accordance with the Master Covenants, the Design Guidelines and the other applicable Governing Documents, as they may be modified, amended and/or supplemented from time to time, all primary building setbacks, secondary building setbacks, secondary building zones, over water buildable areas and other building restrictions, if any, shown on the Subdivision Plan are subject to change and alteration by the DRB to accommodate individual home designs and homesite characteristics.
7. **Construction of Docks, Bulkheads, Retaining Walls and Bank Stabilization.** Subject to the approval of the Master Developer and the DRB during the Master Developer Control



Period (and after the Master Developer Control Period, subject to the approval of the DRB) in accordance with the Master Covenants, the Design Guidelines and the other applicable Governing Documents, as they may be modified, amended and/or supplemented from time to time, Owners of Residential Lots within the Harbourside Neighborhood may be permitted to erect docks, bulkheads, retaining walls, bank stabilization features and other approved Improvements within the over water buildable areas shown on the Subdivision Plan.

- (a) Each Owner shall be responsible for the maintenance, repair and replacement of any and all Improvements erected within the over water buildable areas of such Owner's Unit in accordance with the Master Covenants, the Design Guidelines and the other applicable Governing Documents, as they may be modified, amended and/or supplemented from time to time.
- (b) In accordance with Section 5.2 of the Master Covenants, each Owner shall be solely responsible for maintenance and repair of the shoreline of such Owner's Unit, including, without limitation, prevention and repair of soil erosion.

8. Restrictions of Use of Harbourside Lots.

- (a) Use of Docks. Except as otherwise authorized by written agreement of the Master Developer during the Master Developer Control Period (and after the Master Developer Control Period, except as otherwise authorized by written agreement of the DRB), each dock attached to a Unit shall be used only for the mooring of one (1) or more leisure or recreational motor boat, sailboat or other watercraft which is self-propelled and in seaworthy condition (each, a "Vessel"), together with any tender(s) kept thereon, which Vessel(s) shall not exceed an aggregate length of fifty feet (50'). All Vessels must: (a) be fully equipped and operable for operation on the sea (except during a period of temporary repairs not to exceed fifteen (15) days); (b) be equipped with all safety equipment required by all applicable laws and regulations; and (c) comply with all applicable licensing and registration requirements. Each Owner shall keep his Vessel at all times in a neat, attractive and safe condition, and the Master Owners' Association may levy a fine and/or Specific Assessment against such Owner and such Owner's Unit for the cost of maintaining the appearance and safety of his Vessel, plus an administrative fee of not more than twenty-five percent (25%) of such cost. Notwithstanding the foregoing, the Master Developer, the Master Owners' Association, the Board and the DRB shall have no liability to any Owner or other person or entity for any damage caused by the failure of an Owner to keep his Vessel in a safe condition.
- (b) Mooring. Each Owner is solely responsible for the proper mooring of his Vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the Vessel at all times. Except as approved by the Master Developer and the DRB in accordance with the Design Guidelines during the Master Developer Control Period (and after the Master Developer Control Period, except as approved by the DRB), no Owner may install a boat lift for the dry storage of Vessels, nor shall dry storage of Vessels be permitted by any other

means whatsoever upon any Residential Lot. Except as approved by the Master Covenants and the other Governing Documents, when not underway, all Vessels must be tied to a dock and may not be anchored or otherwise moored in the Harbour except in such areas, if any, as may be from time to time designated as approved anchorage and/or mooring areas by the Master Developer during the Master Developer Control Period (and after the Master Developer Control Period, by the DRB).

- (c) Hurricane and High Wind Threat; Sinking Vessels. During hurricanes and other high velocity wind threats, each Owner shall be responsible for following all safety precautions that may be issued or recommended by the Master Developer, the Master Owners' Association or any applicable governmental agency. If an Owner's Vessel sinks as a result of a storm, or for any other reason, the Owner must remove the sunken Vessel immediately after the occurrence of such event and, if not so removed within a reasonable period of time, not to exceed fourteen (14) days, after the sinking, the Master Developer or the Master Owners' Association may (but shall not be obligated to) remove the sunken Vessel and impose a Specific Assessment against the Owner and such Owner's Unit for the cost of such removal. Any and all costs and expenses of clean-up or remediation of environmental, property or other damages resulting from or relating to the sinking or malfunction of an Owner's Vessel shall be the sole responsibility of the Owner and may be assessed as a Specific Assessment against the Owner and the Owner's Unit.
- (d) Garbage and Other Waste. No garbage, or other waste of any kind, including without limitation, fish carcasses, shall be dumped, deposited, discharged or emptied into the water in or around any Residential Lot.
- (e) Pumping of Bilges. Each Owner is responsible to insure that any bilge water pumped into the waters of the Harbour does not contain any sewage, petroleum or other hazardous or toxic materials. For purposes of this paragraph, hazardous or toxic materials shall be as defined by applicable laws and regulations, as the same may be supplemented or enlarged by the Master Developer or the DRB during the Master Developer Control Period (and after the Master Developer Control Period, by the Master Owners' Association or the DRB). Each Owner shall indemnify, defend and save the Master Developer, the Master Owners' Association, the Board, the DRB, any committees of the Board or the DRB, and each officer, director, shareholder partner and member of any of the foregoing, and each person acting on behalf of any of them, harmless from and against any damages, claims and liability resulting from or arising out of the violation of the requirements of this paragraph by such Owner.
- (f) Temporary Removal of Vessels. From time to time, the Master Developer or the Master Owners' Association may require that Vessels be removed from Units to allow for maintenance, repairs and dredging of the Harbour Development Easement Areas. To the extent that submerged land may be removed from the

Harbour Development Easement Areas, it will be treated as the property of the Master Developer, and need not be replaced.

- (g) Limitation of Liability and Release. Neither the Master Developer, the Master Owners' Association, the Board, the DRB, nor any committee of the Board or the DRB, nor any officer, director, shareholder, partner or member of any of the foregoing, nor any person acting on behalf of any of them (collectively, the "**Released Parties**"), shall be liable for (and each Owner, for such Owner and such Owner's agents, representatives, contractors, employees, invitees, heirs, successors and assigns, hereby releases the Released Parties from) any claims for death, bodily injury, property damage or any other loss, claim, damage or expense whatsoever now or hereafter incurred by any Owner or any such Owner's agents, representatives, contractors, employees, invitees, heirs, successors and assigns directly or indirectly due to, or directly or indirectly arising out of or in connection with, (i) any wake caused by the movement of other Vessels through the Harbour, (ii) tidal movement, (iii) storms or other acts of God, or (iv) any other activities or occurrences within or upon the Harbour.
  - (h) Rules and Regulations Governing Use of Harbour. The Master Developer and, after the expiration of the Master Developer Control Period, the Master Owners' Association shall regulate the use of the Harbour by Owners and other authorized users, and may from time to time promulgate such rules and regulations consistent with the Master Covenants, this Supplement, and the other Governing Documents regulating the use thereof as it may deem to be appropriate. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Owners at the office of the Master Owners Association.
  - (i) Fines for Violations. The Master Owners' Association (with the approval of the Master Developer during the Master Developer Control Period) and/or, during the Master Developer Control Period, the Master Developer, may establish and charge fines for violations of this **Section 8**, which fines shall be assessed against the violating Owner and the violating Unit, secured by the Master Owners' Association's lien for assessments as provided in **Section 8.8** of the Master Covenants, and collected as a Specific Assessment
9. Provisions are Supplemental. Notwithstanding anything contained in this Supplement to the contrary, the terms and provisions of this Supplement, including, but not limited to, the covenants, conditions, restrictions, easements, limitations and exhibits set forth herein, are in addition to the terms and provisions provided for in the Master Covenants and, as such, this Supplement shall be deemed a part of the Master Covenants. Except as expressly and specifically modified, amended or supplemented by this Supplement, the Master Covenants, together with any and all modifications, amendments and/or supplements thereto, shall remain in full force and effect.
10. Binding Effect. The Master Developer hereby declares that the Tract 7 Property shall be held, sold, used, and transferred subject to the covenants, conditions, restrictions, easements, obligations and limitations set forth in this Supplement, which shall run with

the title to the Tract 7 Property. This Supplement, including, but not limited to, all of the covenants, conditions, restrictions, easements, obligations and limitations herein, shall be binding upon and inure to the benefit of all Persons having any right, title, or interest in or to any portion of Christophe Harbour, including the Tract 7 Property, their heirs, successors, successors-in-title, and assigns.

11. Dispute Resolution and Limitation on Litigation. Any disputes as to the interpretation or other matters involving, arising out of or otherwise concerning this Supplement shall be handled in accordance with and subject to the procedures set forth in **Chapter 18** of the Master Covenants.
12. Amendment. Any amendments to this Supplement shall be made in accordance with and subject to the procedures set forth in **Chapter 20** of the Master Covenants.
14. Severability. If any provision of this Supplement, in whole or in part, is held to be illegal, invalid or unenforceable, such provision shall be fully severable; this Supplement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Supplement; and the remaining provisions of this Supplement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Supplement.
16. Non-Merger. Notwithstanding the fact that the Master Developer is the current owner of portions of Christophe Harbour, it is the express intention of the Master Developer that the easements established in this Supplement for the benefit of Christophe Harbour and Owners shall not merge into the fee simple estate of individual Units transferred by the Master Developer or its successor, but that the estates of the Master Developer and individual Owners shall remain as separate and distinct estates. Any transfer of all or a portion of Christophe Harbour shall be subject to the terms and provisions of this Supplement, regardless of whether the Instrument of Transfer refers to this Supplement.
17. Construction. Unless the context of this Supplement otherwise clearly requires, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to any gender include the other genders, (c) the words "include," "includes" and "including" do not limit the preceding terms or words and shall be deemed to be followed by the words "without limitation", (d) the term "or" has the inclusive meaning represented by the phrase "and/or", (e) the terms "hereof", "herein", "hereunder", "hereto" and similar terms in this Supplement refer to this Supplement as a whole and not to any particular provision of this Supplement, (f) the terms "day" and "days" mean and refer to calendar day(s) and (g) the terms "year" and "years" mean and refer to calendar year(s). Unless otherwise set forth herein, references in this Supplement to any document, instrument or agreement (including this Supplement) (A) includes and incorporates all exhibits, schedules and other attachments thereto, (B) includes all documents, instruments or agreements issued or executed in replacement thereof and (C) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified, supplemented or succeeded, from time to time and in effect at any given time. All Chapter, Section, Exhibit and Schedule references herein are

to Chapters, Sections, Exhibits and Schedules of this Supplement, unless otherwise specified.

18. Exhibits. The following schedules and exhibits are attached to this Supplement and incorporated by this reference and amendment of such exhibits shall be governed by the provisions of **Section 12** herein:


EXHIBIT "A"	Description of the Tract 7 Property
EXHIBIT "B"	Boundary Plan of the Tract 7 Property
EXHIBIT "C"	Subdivision Plan of the Tract 7 Property
EXHIBIT "D"	Description of the Utility Easement Area(s)

(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal on the 2<sup>nd</sup> day of June 2011.

THE COMMON SEAL OF CHRISTOPHE )  
HARBOUR DEVELOPMENT )  
COMPANY LIMITED, a private ordinary )  
company limited by shares and existing )  
under the laws of the Federation of St. )  
Christopher and Nevis, has been hereunto )  
affixed by LeGrand Elebash, )  
Chief Operating Officer of the said )  
Company, )

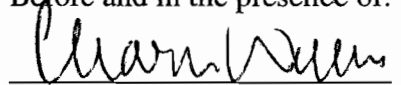
CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY  
LIMITED

By: 

Name: LeGrand Elebash

Title: Chief Operating Officer

Before and in the presence of:



NOTARY PUBLIC for ST. KITTS-NEVIS

(Signature and Seal)

**EXHIBIT "A"**

**TO**

**THIRD SUPPLEMENT**

**Description of the Tract 7 Property**

ALL THAT parcel of land situate, lying and being in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of Christophe Harbour Development Company Limited designated as **Tract 7** containing **12.76 acres** as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 7 CONTAINING 12.76 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 5<sup>th</sup> day of April 2011, and bounded and measuring as follows, that is to say, on the Southeast and Southwest by the Great Salt Pond (Lands of KHT Land Holdings Limited); on the Northeast and Northwest by Dr. Kennedy A. Simmonds Highway and Lands of KHT Land Holdings Limited and being described by the following metes and bounds to wit:

Commencing at a common corner between Tract 7 and Lands of KHT Land Holdings Limited and the right of way of Dr. Kennedy A. Simmonds Highway, being the true Point of Beginning;

thence S 10°31'44"W a distance of 102.75' to a point;  
thence S 16°11'49"W a distance of 180.07' to a point;  
thence S 08°26'11" W a distance of 242.29' to a point;  
thence S 03°07'08"E a distance of 129.97' to a point;  
thence S 49°14'31" E a distance of 178.61' to a point;  
thence N 81°57'07"E a distance of 74.07' to a point;  
thence S 56°20'03" E a distance of 225.90' to a point;  
thence N 78°28'53" E a distance of 150.00' to a point;  
thence N 18°29'18" E a distance of 150.00' to a point;  
thence N 32°02'25" E a distance of 121.38' to a point;  
thence N 40°41'27" E a distance of 106.31' to a point;  
thence N 11°40'04"W a distance of 227.60' to a point;  
thence N 14°30'08" E a distance of 80.30' to a point;  
thence N 16°55'17" W a distance of 246.80' to a point;  
thence N 85°29'25"E a distance of 17.24' to a point;

thence 19.45' along the arc of a curve to the left having a radius of 470.18' a chord bearing of N 84°18'19" E and a chord length of 19.45' to a point;

thence N 06°52'48" W a distance of 40.00' to a point;

thence 38.55' along the arc of a curve to the right having a radius of 25.00' a chord bearing of N 52°42'24"W and a chord length of 34.84' to a point;

thence 95.30' along the arc of a curve to the left having a radius of 470.18'  
a chord bearing of N 14°20'25" W and a chord length of 95.14' to a point;

thence N 23°09'04"W a distance of 5.17' to a point;

thence S 70°37'40" W a distance of 538.58' to the Point Of Beginning.



**EXHIBIT "B"**

**TO**

**THIRD SUPPLEMENT**

**Boundary Plan of the Tract 7 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 7 CONTAINING 12.76 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 5<sup>th</sup> day of April 2011.

Exhibit B (Cover Page)

NOTES:  
 1. ALL DISTANCES SHOWN ARE GROUND.  
 2. GROUND TO GRID SCALE FACTOR: 0.999615.  
 3. ALL LOT CORNERS AND RIGHTS-OF-WAY  
 P.C.'S AND P.T.'S ARE TO BE WITNESSED BY  
 CONCRETE MONUMENTS WHEREVER FEASIBLE.  
 5/8" REBAR, STABILIZED BY CONCRETE, IS TO  
 BE USED OTHERWISE.

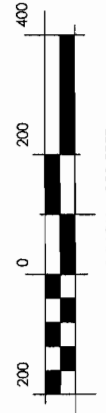
LEGEND

- CALCULATED POINT (NO MONUMENT SET)
- PROPERTY CORNER TO BE SET (5/8" REBAR,  
STABILIZED WITHIN CONCRETE,  
OR 4" CONCRETE MONUMENT)

BOUNDARY PLAN OF  
 TRACT 7  
 CONTAINING 12.76 ACRES  
 BEING SUBMITTED TO  
 CHRISTOPHE HARBOUR  
 PLANNED COMMUNITY

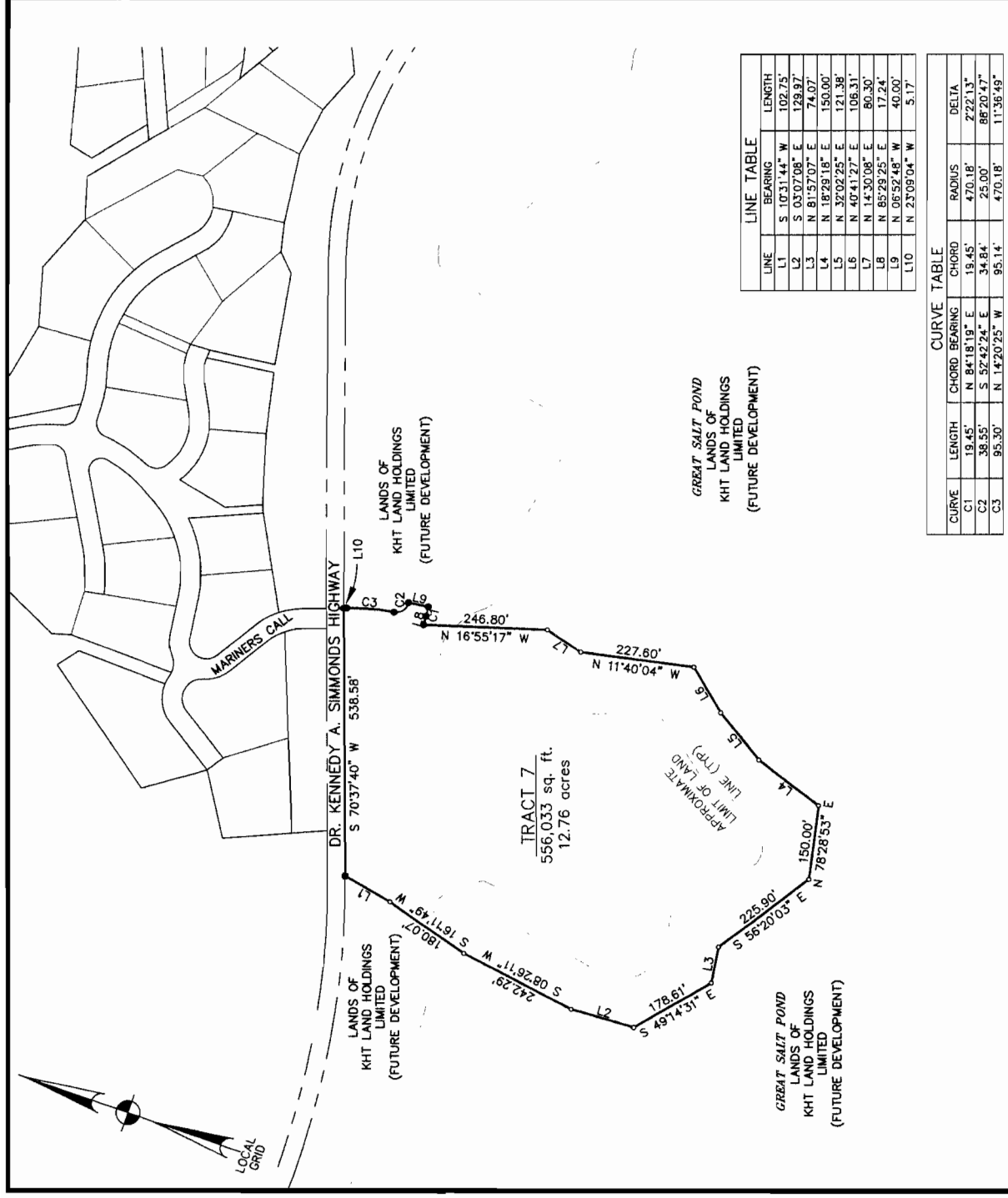
SITUATE AT  
 ST. KITTS PENINSULA RESORT DISTRICT  
 IN THE PARISH OF SAINT GEORGE  
 ST. KITTS, WEST INDIES

PREPARED FOR:  
 CHRISTOPHE HARBOUR  
 DEVELOPMENT COMPANY LIMITED



*D.C. Francis*  
 SURVEYED BY:  
 DWIGHT C. FRANCIS  
 LICENSED LAND SURVEYOR  
 ST. KITTS & NEVIS  
 05 APRIL 2011

SHEET 1 OF 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 10°31'44" W	102.75'
L2	S 03°07'08" E	129.97'
L3	N 81°57'07" E	74.07'
L4	N 18°29'18" E	150.00'
L5	N 32°02'25" E	121.38'
L6	N 40°41'27" E	106.31'
L7	N 14°30'08" E	80.30'
L8	N 85°29'25" E	17.24'
L9	N 06°52'48" W	40.00'
L10	N 23°09'04" W	5.17'

CURVE TABLE					
CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	19.45'	N 84°18'19" E	19.45'	470.18'	2°22'13"
C2	38.55'	S 52°42'24" E	34.84'	25.00'	86°20'47"
C3	95.30'	N 14°20'25" W	95.14'	470.18'	11°36'49"

TRACT 7  
 556,033 sq. ft.  
 12.76 acres

APPROXIMATE  
 LIMIT OF LAND  
 LINE (TYP)

GREAT SALT POND  
 LANDS OF  
 KHT LAND HOLDINGS  
 LIMITED  
 (FUTURE DEVELOPMENT)

GREAT SALT POND  
 LANDS OF  
 KHT LAND HOLDINGS  
 LIMITED  
 (FUTURE DEVELOPMENT)

LANDS OF  
 KHT LAND HOLDINGS  
 LIMITED  
 (FUTURE DEVELOPMENT)

MARINERS CREEK

DR. KENNEDY A. SIMMONDS HIGHWAY

LOCAL GRID

**EXHIBIT "C"**

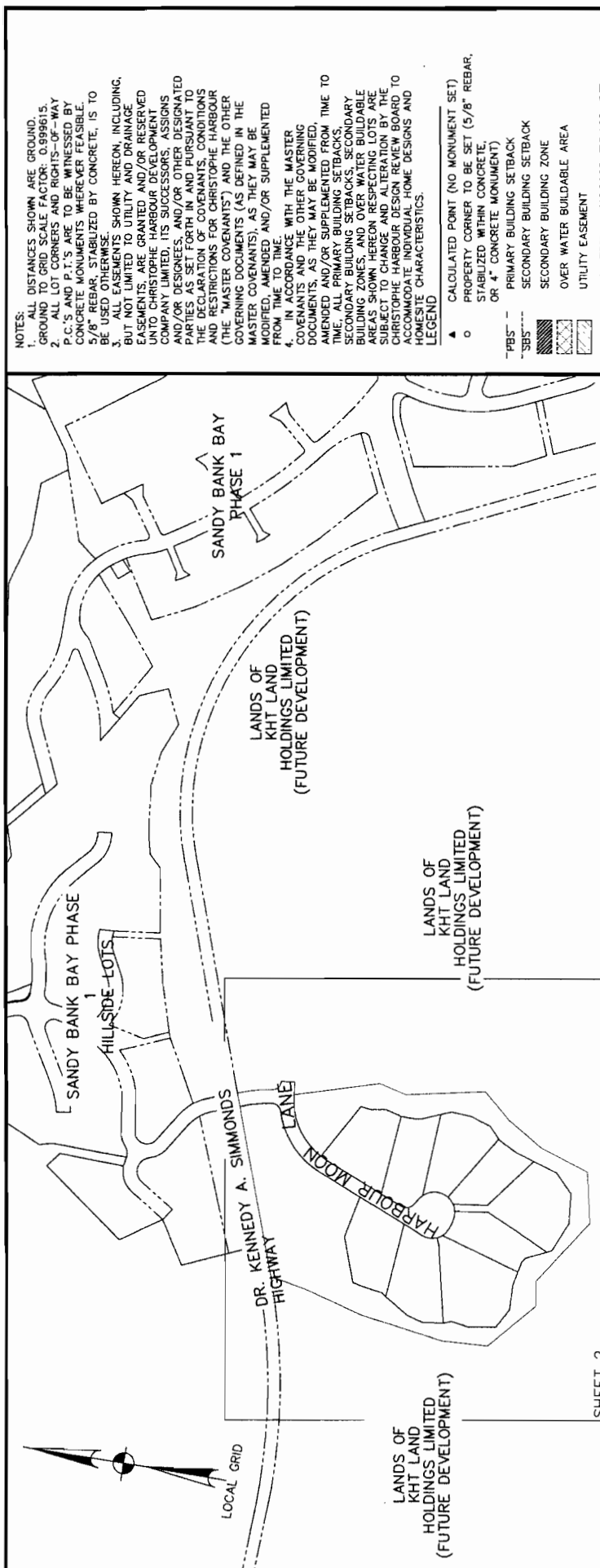
**TO**

**THIRD SUPPLEMENT**

**Subdivision Plan of the Tract 7 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF HARBOURSIDE PHASE 1 SHOWING 9 RESIDENTIAL LOTS" and dated the 15<sup>th</sup> day of March 2011.

Exhibit C (Cover Page)



NOTES:  
 1. ALL DISTANCES SHOWN ARE GROUND.  
 2. GROUND TO GRID SCALE FACTOR: 0.999615.  
 3. ALL LOT CORNERS AND RIGHTS-OF-WAY P.C.'S AND P.T.'S ARE TO BE WITNESSED BY CONCRETE MONUMENTS WHEREVER FEASIBLE.  
 4. 5/8" REBAR, STABILIZED BY CONCRETE, IS TO BE USED OTHERWISE SHOWN HEREON, INCLUDING BUT NOT LIMITED TO UTILITY AND DRAINAGE EASEMENTS ARE GRANTED AND/OR RESERVED UNTO CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, ITS SUCCESSORS, ASSIGNS AND/OR DESIGNEES, AND/OR OTHER DESIGNATED PARTIES AS SET FORTH IN AND PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (THE "MASTER COVENANTS") AND THE OTHER GOVERNING DOCUMENTS (AS DEFINED IN THE MASTER COVENANTS), AS THEY MAY BE MODIFIED, AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME.  
 5. IN ACCORDANCE WITH THE MASTER COVENANTS AND THE OTHER GOVERNING DOCUMENTS, THE REBAR, CONCRETE MONUMENTS, AND/OR SUPPLEMENTED FROM TIME TO TIME, ALL PRIMARY BUILDING SETBACKS, SECONDARY BUILDING SETBACKS, AND OVER WATER BUILDABLE AREAS SHOWN HEREON RESPECTING LOTS ARE SUBJECT TO CHANGE AND ALTERATION BY THE CHRISTOPHE HARBOUR DESIGN REVIEW BOARD TO ACCOMMODATE INDIVIDUAL HOME DESIGNS AND HOMESITE CHARACTERISTICS.  
 LEGEND  
 ▲ CALCULATED POINT (NO MONUMENT SET)  
 ○ PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)  
 --- "SBS" --- PRIMARY BUILDING SETBACK  
 --- SECONDARY BUILDING SETBACK  
 --- OVER WATER BUILDABLE AREA  
 --- UTILITY EASEMENT

A SUBDIVISION PLAN OF  
**HARBORSIDE**  
 PHASE 1  
 SHOWING  
 9 RESIDENTIAL LOTS  
 CHRISTOPHE HARBOUR  
 ST. KITTS PENINSULA RESORT DISTRICT  
 ST. KITTS, WEST INDIES  
 PREPARED FOR:  
 CHRISTOPHE HARBOUR  
 DEVELOPMENT COMPANY LIMITED

1 INCH = 350 FEET  
 0 300 600

D. L. Francis  
 SURVEYED BY:  
 DWIGHT C. FRANCIS  
 LICENSED LAND SURVEYOR  
 ST. KITTS & NEVIS  
 15 MARCH 2011

SHEET 1 OF 2

LINE	BEARING	LENGTH
L25	N 17°20'58" E	73.06'
L26	N 47°15'00" E	74.29'
L27	N 85°30'13" E	87.01'
L28	S 67°04'38" E	91.93'
L29	S 24°41'41" E	13.38'
L30	S 24°41'41" E	65.20'
L31	S 58°03'40" E	16.68'
L32	S 78°21'13" E	28.36'
L33	S 78°21'13" E	41.89'
L34	N 88°17'56" E	71.88'
L35	S 62°06'06" E	63.00'
L36	S 09°22'41" E	80.73'
L37	S 09°05'07" W	49.88'
L38	S 21°10'56" E	23.13'
L39	S 06°40'13" E	61.07'
L40	S 15°22'44" W	46.77'
L41	S 32°31'18" W	81.82'
L42	S 36°48'14" W	15.29'
L43	S 09°55'24" W	60.59'
L44	S 11°51'32" W	27.25'
L45	S 20°08'31" E	5.21'
L46	S 58°20'51" W	20.69'
L47	N 66°37'41" E	20.01'
L48	N 07°28'46" W	95.19'
L49	N 07°28'46" W	97.39'

LINE	BEARING	LENGTH
L1	N 69°51'40" E	20.00'
L2	N 69°51'40" E	20.00'
L3	S 20°08'31" E	5.20'
L4	S 04°30'35" E	10.81'
L5	S 85°29'25" E	17.24'
L6	S 58°20'51" E	63.60'
L7	N 22°50'54" E	50.29'
L8	S 20°08'31" E	5.16'
L9	N 06°52'48" W	20.00'
L10	N 06°52'48" W	20.00'
L11	N 85°29'25" E	17.24'
L12	N 05°21'57" E	27.55'
L13	N 09°15'01" W	44.48'
L14	N 14°48'21" E	48.64'
L15	N 00°14'24" E	39.10'
L16	N 07°52'17" W	19.93'
L17	N 22°22'03" W	56.98'
L18	N 22°22'03" W	30.78'
L19	N 03°00'46" E	58.42'
L20	N 18°43'14" E	61.07'
L21	N 46°57'24" E	44.50'
L22	N 46°57'24" E	4.11'
L23	N 27°40'25" E	59.89'
L24	N 17°20'55" E	55.52'

CURVE	CHORD BEARING	CHORD	RADIUS	DELTA
C1	N 12°19'33" W	122.44'	450.18'	15°37'56"
C2	S 84°14'40" W	9.79'	225.09'	2°29'30"
C3	N 84°18'19" E	18.62'	450.18'	2°27'13"
C4	S 52°55'25" W	225.09'	225.09'	60°09'01"
C5	N 19°26'30" E	74.31'	38.02'	155°34'42"
C6	S 76°05'55" E	28.13'	120.76'	13°22'38"
C7	S 23°16'51" E	54.81'	38.02'	97°15'30"
C8	N 14°20'25" W	95.14'	470.18'	11°36'49"
C9	S 52°42'24" E	34.84'	25.00'	88°20'37"
C10	N 84°18'19" E	19.45'	470.18'	2°22'13"
C11	S 57°21'01" W	193.45'	205.09'	56°16'48"
C12	S 48°12'16" W	209.98'	245.09'	50°43'42"
C13	N 32°30'27" E	32.84'	25.00'	82°07'20"
C14	N 14°20'52" W	86.86'	430.18'	11°35'17"
C15	S 25°46'35" W	24.57'	205.09'	6°52'04"
C16	S 17°44'58" E	39.06'	30.01'	81°11'45"
C17	N 51°09'49" W	14.55'	58.02'	14°24'04"
C18	N 05°47'16" W	71.70'	58.02'	76°19'00"
C19	N 45°15'11" E	25.87'	58.02'	25°45'54"
C20	N 68°22'38" E	20.63'	58.02'	20°29'01"
C21	N 87°56'16" E	18.79'	140.76'	18°38'14"
C22	S 75°02'03" E	37.76'	140.76'	15°25'07"
C23	S 54°08'24" E	25.10'	55.02'	26°22'11"
C24	S 32°09'59" E	16.81'	55.02'	17°34'39"
C25	S 00°14'39" E	43.23'	55.02'	46°16'02"



**EXHIBIT "D"**

**TO**

**THIRD SUPPLEMENT**

**Description of the Utility Easement Area(s)**

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "**utility easement**" and/or "**utility easements**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF HARBOURSIDE PHASE 1 SHOWING 9 RESIDENTIAL LOTS" and dated the 15<sup>th</sup> day of March 2011, and attached hereto as **Exhibit "C"**.