

The attached

AMENDED AND RESTATED FIRST SUPPLEMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR

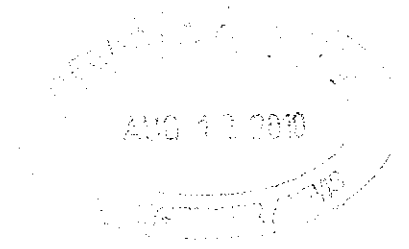
form part of St. Kitts Peninsular Resort District Planned Community

No. 1

A handwritten signature in black ink, appearing to be 'J. Smith', written over a horizontal line.

Registrar of Titles

A vertical handwritten mark on the left side of the page, consisting of a long vertical line with a small hook or flourish at the bottom.



**CHRISTOPHE HARBOUR**  
ST. KITTS

**AMENDED AND RESTATED FIRST SUPPLEMENT**

**TO**

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

**FOR**

**CHRISTOPHE HARBOUR**



**AMENDED AND RESTATED FIRST SUPPLEMENT**  
**TO**  
**THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**  
**FOR**  
**CHRISTOPHE HARBOUR**

THIS AMENDED AND RESTATED FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Amended and Restated First Supplement**”) is made this 20<sup>th</sup> day of July, 2010 (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, made certain properties within Christophe Harbour subject to the aforesaid Declaration (said Declaration, as modified, amended and/or supplemented from time to time, being referred to herein as the “**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**”); and

WHEREAS, the Master Covenants were further 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 (said First Amendment, as modified, amended and/or supplemented from time to time, being referred to herein as the “**First Amendment to Master Covenants**”); 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 real property described in Exhibit "A-1" attached hereto (the "**Tract 1 Property**"), which property is delineated on the Tract 1 Boundary Plan attached hereto as Exhibit "B-1", is within Christophe Harbour and was previously subjected to the Master Covenants, and

WHEREAS, the Master Developer is the owner of the real property described in Exhibit "A-2" attached hereto (the "**Tract 2 Property**"), which property is delineated on the Tract 2 Boundary Plan attached hereto as Exhibit "B-2"; and

WHEREAS, the Master Developer is the owner of the real property described in Exhibit "A-3" attached hereto (the "**Tract 3 Property**"), which property is delineated on the Tract 3 Boundary Plan attached hereto as Exhibit "B-3"; and

WHEREAS, the Master Developer now desires to annex the Tract 2 Property and the Tract 3 Property into Christophe Harbour and to subject the Tract 2 Property and the Tract 3 Property to the Master Covenants and to modify, amend and/or supplement the Master Covenants by amending and restating the Original First Supplement as set forth herein.

NOW, THEREFORE, pursuant to the foregoing, the Master Developer hereby modifies, amends and/or supplements the Master Covenants, and amends and restates the Original First Supplement 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) "**Beach Easements**" means the Beach Access Easement and the Beach Parking Easement.
  - (b) "**Beach Easement Areas**" means the Beach Access Easement Area and the Beach Parking Easement Area.

- (c) “**Boundary Plan**” means, collectively, the Tract 1 Boundary Plan, the Tract 2 Boundary Plan and the Tract 3 Boundary Plan.
- (d) “**Joint Driveway**” means any land with or without improvements thereon which is intended for use as a driveway for the joint use of Owner(s) of two or more Units within the Sandy Bank Bay Property.
- (e) “**Joint Driveway Easements**” means those certain Joint Driveway easements expressly declared, granted, reserved or otherwise established pursuant to **Section 7(a)** herein.
- (f) “**Joint Driveway Easement Area(s)**” means those land areas within the Sandy Bank Bay Property designated as “**Shared Access and Utility Easement**” on the Subdivision Plan or any portion thereof.
- (g) “**Joint Driveway Owners**” means any group of Owners of two or more Units that are subject to and benefited by one Joint Driveway Easement Area and/or one Joint Driveway for the common use of the group of Owners.
- (h) “**Joint Walkway**” means any land with or without improvements thereon which is intended for use as a walkway for the joint use of Owner(s) of two or more Units within the Sandy Bank Bay Property.
- (i) “**Joint Walkway Easements**” means those certain Joint Walkway easements expressly declared, granted, reserved or otherwise established pursuant to **Section 4(a)** herein.
- (j) “**Joint Walkway Easement Area(s)**” means those land areas within the Sandy Bank Bay Property designated as “**Dune Walkway Easement Area(s)**” on the Subdivision Plan or any portion thereof.
- (k) “**Joint Walkway Owners**” means any group of Owners of two or more Units that are subject to and benefited by one Joint Walkway Easement Area and/or one Joint Walkway for common use of the group of Owners.
- (l) “**Property Tax Records Office**” means the Inland Revenue Department for the Federation of Saint Christopher and Nevis, or any successor office thereto.
- (m) “**Sandy Bank Bay Property**” means, collectively, the Tract 1 Property, the Tract 2 Property and the Tract 3 Property, which property is delineated on the Boundary Plan and the Subdivision Plan, SAVE AND EXCEPT that portion of the Tract 3 Property designated on the Subdivision Plan as “Residual Tract 3, Other Lands of Christophe Harbour Development Company Limited (Future Development) 39.067 Acres Total.”
- (n) “**Subdivision Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A SUBDIVISION PLAN OF SANDY BANK

BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS” and dated the 1<sup>st</sup> day of February 2010, and attached hereto as Exhibit “C”.

- (o) “**Supplement**” means this Amended and Restated First Supplement, as it may be modified, amended and/or supplemented from time to time.
  - (p) “**Tract 1 Boundary Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “BOUNDARY PLAN OF TRACT 1 (70.83 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 4<sup>th</sup> day of August 2010, and attached hereto as Exhibit “B-1”.
  - (q) “**Tract 2 Boundary Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “BOUNDARY PLAN OF TRACT 2 (1.385 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 4<sup>th</sup> day of August 2010, and attached hereto as Exhibit “B-2”.
  - (r) “**Tract 3 Boundary Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “BOUNDARY PLAN OF TRACT 3 (39.415 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 4<sup>th</sup> day of August 2010, and attached hereto as Exhibit “B-3”.
  - (s) “**Utility Easement Area(s)**” means (i) strips of land five feet (5’) in width located along the interior of and running adjacent to, parallel with, and along the entire length of the front line, rear line, and each side of each lot shown on the Subdivision Plan, and (ii) those certain portions of the Sandy Bank Bay Property identified on Exhibit “F” attached hereto.
2. Annexation of Tract 2 Property and Tract 3 Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Tract 2 Property and the Tract 3 Property are 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 2 Property and the Tract 3 Property, together with the Tract 1 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 1 Property, the Tract 2 Property, the Tract 3 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 1 Property, the Tract 2 Property and the Tract 3 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 1 Property, the Tract 2 Property and the Tract 3 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** and other sections of the Master Covenants, a Neighborhood to be known as the “Sandy Bank Bay Neighborhood” is hereby established within Christophe Harbour and shall include all of the Sandy Bank Bay Property. Further, the Sandy Bank Bay Property is hereby assigned to and is now a part of the Sandy Bank Bay Neighborhood.
- (b) Neighborhood Assessments. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, all properties within the Sandy Bank Bay Neighborhood shall be subject to Neighborhood Assessments as provided in the Master Covenants.
- (c) Unit Designation(s). The Sandy Bank Bay Property as shown on the Subdivision Plan is composed of ninety-five (95) numbered residential lots. Each of the ninety-five (95) numbered lots comprising the Sandy Bank Bay 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 Sandy Bank Bay Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Sandy Bank Bay Property shall be used only for single-family residential purposes.

4. Joint Walkways.

- (a) Grant of Joint Walkway Easement(s).
  - (i) Joint Walkway Easement for Lots 96, 98 and 100. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 96, 98 and 100** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 96, 98 & 100**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.
  - (ii) Joint Walkway Easement for Lots 100, 104 and 106. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 100, 104 and 106** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible,

appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 100, 104 & 106**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.

- (iii) Joint Walkway Easement for Lots 108, 110 and 112. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 108, 110 and 112** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 108, 110 & 112**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.
- (iv) Joint Walkway Easement for Lots 114, 116 and 118. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 114, 116 and 118** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 114, 116 & 118**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.
- (v) Joint Walkway Easement for Lots 120, 122 and 124. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 120, 122 and 124** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of



Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 120, 122 & 124**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.

- (vi) Joint Walkway Easement for Lots 126, 128 and 130. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 126, 128 and 130** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 126, 128 & 130**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian (but not vehicular) ingress, egress, regress and access to and from said lots and the beach adjacent to said easement area.
  
- (b) Location of Joint Walkways. The Joint Walkways shall be located and constructed within the bounds of the Joint Walkway Easement Area(s) as shown on the Subdivision Plan.
  
- (c) Construction of Joint Walkways. Each Joint Walkway shall be constructed by the Master Owners’ Association at such time as the first Dwelling Unit is constructed on a Unit entitled to use the particular Joint Walkway, or as soon thereafter as reasonably possible, and shall be completed prior to the time such Dwelling Unit is completed and occupied, or as soon thereafter as reasonably possible. The Joint Walkways shall be designed and constructed of such materials as may be determined by the Master Owners’ Association and approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All costs and expenses associated with the construction of each Joint Walkway, including landscaping, shall be the joint responsibility of, and be borne equally by all of the Joint Walkway Owners entitled to use such Joint Walkway, and the Master Owners’ Association shall have the right to levy a Specific Assessment against all such Joint Walkway Owners for such costs and expenses, which Specific Assessment shall be levied and allocated equally amongst the Joint Walkway Owners entitled to use such Joint Walkway and their Units, without the necessity of prior notice or opportunity for a hearing.
  
- (d) Use of Joint Walkways. Each Joint Walkway shall be utilized in common by the Joint Walkway Owners, their heirs, successors, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees, and the

successors-in-title to their respective Units. The Joint Walkway Easement Areas shall be kept clear of landscaping and improvements except as specifically approved in writing by the DRB, and must be maintained in a clean, safe and attractive manner, free and clear of debris. No vehicles shall be permissible in the Joint Walkway Easement Areas at any time.

- (e) Maintenance and Repair of Joint Walkways. The Joint Walkways shall be maintained generally as initially constructed in respect to location, design, condition, materials, and workmanship unless (i) the Joint Walkway Owners agree otherwise in writing; and (ii) obtain any necessary consents or approvals from the Master Developer, the DRB and any applicable governmental agencies. The maintenance, upkeep, repair, and replacement of the Joint Walkways, including the trimming of any immediately adjacent vegetation, shall be the joint responsibility of the Joint Walkway Owners, which Joint Walkway Owners shall bear the expenses thereof equally unless otherwise agreed in writing by the Joint Walkway Owners. The Joint Walkway Owners shall consult with one another and reach full agreement prior to initiating any substantial maintenance, upkeep, repair, or replacement of the Joint Walkway; however, maintenance, upkeep, repair, or replacement may be initiated by any Joint Walkway Owner so long as such undertaking is reasonable and does not exceed the aggregate amount of One Thousand U.S. Dollars (U.S. \$1,000.00) per year or such other amount as may be agreed upon in writing by the Joint Walkway Owners. Payment therefor may be made in full by the Joint Walkway Owner initiating such improvement whereupon the remaining Joint Walkway Owners shall reimburse such Joint Walkway Owner for their share of such expenses promptly upon receipt of an accounting of such costs and request therefor. If any Joint Walkway Owner personally with his own labor makes any repairs, the remaining Joint Walkway Owners shall reimburse such Joint Walkway Owner for their reasonable share of the cost of materials promptly upon receipt of an accounting for such costs and request therefor.

If the Joint Walkway Owners fail to maintain their Joint Walkway in the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents, then the Master Developer and/or the Master Owners' Association may undertake such maintenance upon fifteen (15) days prior written notice to the Joint Walkway Owners, and the Joint Walkway Owners shall pay all costs and expenses of such maintenance to the Master Developer or the Master Owners' Association, as the case may be, within ten (10) days after receipt of a written invoice for such cost and expenses. Any amount due to the Master Developer or the Master Owners' Association, as the case may be, under the terms of this Supplement which is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the Federation at the time of such delinquency, whichever is less. The Master Developer or the Master Owners' Association, as the case may be, may bring an action at law or in equity against any one or more of the Joint Walkway Owners for any amounts due under

the terms of this Supplement, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due. The Master Owners' Association may also impose and enforce such costs and expenses as a Specific Assessment against the Joint Walkway Owners and their Units as provided in the Master Covenants.

- (f) Insurance and Damage. Notwithstanding any other provision contained herein to the contrary, the underlying ownership of the properties burdened by the Joint Walkway Easement Areas shall remain in the names of the current Owners of record, their heirs, successors, and/or assigns. The Joint Walkway Owners shall obtain and maintain insurance in reasonable amounts (with reasonable deductibles) on their respective portions of the Joint Walkway Easement Area covering liability for property damage, personal injury suffered by persons using the Joint Walkway Easement area, and death. In the event of such a calamity, resulting repair, replacement, or liability expenses shall be paid from such insurance proceeds. To the extent insurance does not cover all such expenses, the Joint Walkway Owners shall share the remaining expenses equally (unless the Joint Walkway Owners agree otherwise); PROVIDED, however, in the event the Joint Walkway is damaged as a result of improper, negligent, or unusual use by a Joint Walkway Owner or his respective heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, such Joint Walkway Owner shall be responsible for such damage and shall promptly pay the entire cost of restoring the Joint Walkway to its condition prior to such damage. The cost of repairing damage occasioned by an Act of God shall be borne and apportioned as if a normal maintenance expense.
- (g) Private Walkways. Joint Walkway Owners shall have the right to connect private walkways to the Joint Walkways to provide for pedestrian (but not vehicular) ingress, egress, regress and access to and from their respective properties (the "**Private Walkways**"). Such Private Walkways shall be for the use and enjoyment of the Owner of the Unit to which it provides access, their heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, and the other Joint Walkway Owner sharing the Joint Walkway shall have no rights therein. Such Private Walkways shall be constructed by the Owner prior to such time a Dwelling Unit is completed on the applicable Unit. Any cost and expense incurred in connection with the construction, maintenance, upkeep, improvement, repair, and replacement of such Private Walkways shall be the sole responsibility of the Owner of the Unit to which it provides access; PROVIDED, however, that any portions of said Private Walkways constructed within the Joint Walkway Easement Area shall be deemed part of the Joint Walkway, and shall be constructed and maintained to the same standards as the Joint Walkway. All Private Walkways shall be designed and constructed of such materials as may be approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All Private Walkways shall be maintained by the Owner thereof in accordance with the condition required or as otherwise provided under the Master

Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents.

- (h) Utilities. The surface of the Joint Walkway Easement Area, including the Joint Walkway, or any Private Walkway constructed within the Joint Walkway Easement Area may be breached for the installation or maintenance of underground utilities which may be placed within the Joint Walkway Easement Area; PROVIDED, however, the Owner of the property served by such utilities, at such Owner's sole cost and expense, shall be responsible for immediately restoring the Joint Walkway Easement Area, including the Joint Walkway, or any Private Walkway constructed within the Joint Walkway Easement Area, as applicable, to its previous condition. **Time is of the essence.**
- (i) Notice. Notice by one Joint Walkway Owner to the other Joint Walkway Owners shall be in writing given either by registered mail, return receipt requested or by overnight courier (e.g., Federal Express) to the address either last given such Joint Walkway Owner by the other Joint Walkway Owners, or by delivery in person. If no addresses were exchanged between the Joint Walkway Owners, then to the last address shown in the Master Owners' Association's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Walkway as of the date on which the notice is to be given and/or to the last address shown in the Property Tax Records Office's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Walkway as of the date on which the notice is to be given. Service of notice shall be deemed effective on the date of deposit with the U.S. Postal Service (or its foreign equivalent, if mailed from outside of the United States), and/or date of deposit with an overnight courier.
- (j) Remedies and Enforcement. The Master Developer, the Master Owners' Association, the DRB and any Joint Walkway Owner shall each have the right to enforce, by any proceeding at law or in equity, all covenants now or hereafter imposed by the provisions of this **Section 4** as it may be amended. Failure by the Master Developer, the Master Owners' Association, the DRB and/or any Joint Walkway Owner to enforce in whole or in part any covenant of this **Section 4**, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter.

5. Beach Easements.

- (a) Beach Access Easement. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, its successors, assigns and/or designees, the Master Owners' Association, and each Owner, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Beach Access Easement**") on, over, within, through and across, and right to use in common with each other, the "**Beach Access Easement Area**" more particularly described and identified on **Exhibit "D"** attached hereto, for the sole purpose of providing pedestrian (but not vehicular) ingress, egress, regress and

access to and from the Beach Parking Easement Area and the beach adjacent to the Beach Access Easement Area

- (b) Beach Parking Easement. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, its successors, assigns and/or designees, the Master Owners' Association, and each Owner, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Beach Parking Easement**") on, over, within, through and across, and right to use in common with each other, the "**Beach Parking Easement Area**" more particularly described on Exhibit "E" attached hereto, for the sole purpose of providing pedestrian and vehicular ingress, egress, regress and access to and from Sir Kennedy Simmonds Highway and the Beach Access Easement Area, as well as vehicular parking for those using the Beach Access Easement.
  
- (c) Use of Beach Easements. Subject to the Master Covenants, this Supplement, the Rules and the other Governing Documents, the use of the Beach Easements and the Beach Easement Areas will, in each instance, be non-exclusive and for the common use and benefit of the Master Developer, its successors, assigns and/or designees, the Master Owners' Association and each Owner. The Master Developer reserves the right to use the Beach Easements and the Beach Easement Areas in common with the other Persons expressly designated herein as being entitled to use same; PROVIDED, however:
  - (i) Use of the Beach Easements and the Beach Easement Areas shall be subject to the terms and conditions of the Master Covenants, this Supplement, the Rules and the other Governing Documents; and
  - (ii) The Master Developer and the Master Owners' Association may each temporarily close or block traffic on any Beach Easement Area for the time necessary for the purpose of protecting ownership rights and preventing the creation of easements to the public and unrelated third parties (PROVIDED, however, that prior to closing off any portion of a Beach Easement Area, the Master Owners' Association shall give fifteen (15) days prior written notice to the Master Developer of its intention to do so and shall coordinate such closing with the Master Developer so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of the Beach Easement Areas as reasonably required for the purpose of repair, construction and reconstruction of any improvements now or hereafter located on the Beach Easement Areas ( the "**Beach Easement Area Improvements**").
  
- (d) Maintenance.
  - (i) Responsible Party(ies). The Master Owners' Association shall be responsible for maintaining the Beach Easements and the Beach Easement Area Improvements and shall promptly and diligently make all repairs as reasonably necessary to keep and maintain the same in a good, safe, neat,

and clean condition, in compliance with all applicable laws, rules, regulations, codes and ordinances, and in compliance with the Master Covenants, this Supplement, the Design Guidelines, the Rules and the other Governing Documents. The costs of any such maintenance and repairs shall be a Common Expense of the Master Owners' Association.

(ii) Failure to Maintain. If the Master Owners' Association fails to maintain the Beach Easement Areas or the Beach Easement Area Improvements in the condition required under Section 5(d)(i) herein, then the Master Developer may undertake such maintenance upon five (5) days prior written notice to the Master Owners' Association, and the Master Owners' Association shall pay all costs and expenses of such maintenance to the Master Developer within ten (10) days after receipt of a written invoice for such cost and expenses. Any amount due to the Master Developer under the terms of this Supplement which is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the Federation at the time of such delinquency, whichever is less. The Master Developer may bring an action at law or in equity against the Master Owners' Association for any amounts due under the terms of this Supplement, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due.

(e) Prior Approval of Improvements; Building Restrictions. No Beach Easement Area Improvements shall be constructed, replaced, relocated or reconstructed (including any reconstruction required as a result of a fire or other casualty) without the prior written approval of the Master Developer (during the Master Developer Control Period) and the DRB as provided in the Master Covenants, this Supplement, the Design Guidelines and the other Governing Documents.

6. Other 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 Sandy Bank Bay Property and the rest of Christophe Harbour (including, but not limited to, water, sewer, 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 Sandy Bank Bay 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 Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Utility Easement Areas.

- (b) Drainage 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 "**Drainage Easement**") on, over, under, within, through and across and right to use each of the "**Drainage Easement Areas**" more particularly described on Exhibit "G" attached hereto, for the purpose of providing storm water drainage for, and also 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 storm water drainage utilities to the Sandy Bank Bay Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Drainage Easement Areas over and upon the Sandy Bank Bay Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Drainage Easement Areas. The Drainage Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Drainage Easement Areas.
- (c) 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 Sandy Bank Bay 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, including, without limitation:
- (i) the right to adjust the elevation and contours of the Sandy Bank Bay Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Sandy Bank Bay 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 hill side Residential Lots and Units in order to create the side slopes needed to avoid, if possible, retaining walls; and
  - (iv) the right to build and construct any such walls or slopes.
- (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 and pedestrian traffic on, over, within, through and across the Sandy Bank Bay Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this **Section 6**.

7. Joint Driveways.

(a) Grant of Joint Driveway Easement(s).

(i) Joint Driveway Easement for Lots 121A, 121B, 123A and 123B. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 121A, 121B, 123A and 123B** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Shared Access and Utility Easement**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common driveway to be utilized jointly by the Owners of said lots, and is for pedestrian and vehicular ingress, egress, regress and access to and from said lots and the proposed development right-of-way shown and designated on the Subdivision Plan as “Ocean Song Way” located adjacent to said easement area.

(ii) Joint Driveway Easement for Lots 125A, 125B, 127A and 127B. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 125A, 125B, 127A and 127B** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Shared Access and Utility Easement**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common driveway to be utilized jointly by the Owners of said lots, and is for pedestrian and vehicular ingress, egress, regress and access to and from said lots and the proposed development right-of-way shown and designated on the Subdivision Plan as “Ocean Song Way” located adjacent to said easement area.

(b) Location of Joint Driveways. The Joint Driveways shall be located and constructed within the bounds of the Joint Driveway Easement Area(s) as shown on the Subdivision Plan.



- (c) Construction of Joint Driveways. Each Joint Driveway shall be constructed at such time as construction of the first Dwelling Unit is commenced on a Unit entitled to use the particular Joint Driveway, or as soon thereafter as reasonably possible, and shall be completed prior to the time such Dwelling Unit is completed and occupied, or as soon thereafter as reasonably possible. Each Joint Driveway shall be designed and constructed of such materials as may be approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All costs and expenses associated with the construction of each Joint Driveway, including landscaping, shall be the joint responsibility of, and be borne equally by all of the Joint Driveway Owners entitled to use such Joint Driveway; PROVIDED, however, initially, the entire cost of construction of a Joint Driveway shall be paid by the Owner constructing the first Dwelling Unit on a Unit entitled to use the particular Joint Driveway; and, thereafter, each other Joint Driveway Owner entitled to use such Joint Driveway (each a “**Responsible Joint Driveway Owner**”) shall, upon commencing construction of a Dwelling Unit on such Responsible Joint Owner’s Unit, reimburse the installing Owner its proportionate share of the total construction costs promptly upon receipt of an accounting of such costs and request therefor from the installing Owner, and, if any such Responsible Joint Driveway Owner should fail or otherwise refuse to reimburse such installing Owner, the Master Owners’ Association shall have the right to levy a Specific Assessment against such Responsible Joint Driveway Owner for such Responsible Joint Driveway Owner’s proportionate share of such costs and expenses in order to reimburse the installing Owner for same, which Specific Assessment shall be levied against any such Responsible Joint Driveway Owner entitled to use such Joint Walkway and their Unit, without the necessity of prior notice or opportunity for a hearing.
- (d) Use of Joint Driveways. Each Joint Driveway shall be utilized in common by the Joint Driveway Owners, their heirs, successors, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees, and the successors-in-title to their respective Units. The Joint Driveway Easement Areas shall be kept clear of landscaping and improvements except as specifically approved in writing by the DRB, and must be maintained in a clean, safe and attractive manner, free and clear of debris.
- (e) Maintenance and Repair of Joint Driveways. The Joint Driveways shall be maintained generally as initially constructed in respect to location, design, condition, materials, and workmanship unless (i) the Joint Driveway Owners agree otherwise in writing; and (ii) obtain any necessary consents or approvals from the Master Developer, the DRB and any applicable governmental agencies. The maintenance, upkeep, repair, and replacement of the Joint Driveways, including the trimming of any immediately adjacent vegetation, shall be the joint responsibility of the Joint Driveway Owners, which Joint Driveway Owners shall bear the expenses thereof equally unless otherwise agreed in writing by the Joint Driveway Owners. The Joint Driveway Owners shall consult with one another and reach full agreement prior to initiating any substantial maintenance, upkeep,

repair, or replacement of the Joint Driveway; however, maintenance, upkeep, repair, or replacement may be initiated by any Joint Driveway Owner so long as such undertaking is reasonable and does not exceed the aggregate amount of One Thousand U.S. Dollars (U.S. \$1,000.00) per year or such other amount as may be agreed upon in writing by the Joint Driveway Owners. Payment therefor may be made in full by the Joint Driveway Owner initiating such improvement whereupon the remaining Joint Driveway Owners shall reimburse such Joint Driveway Owner for their share of such expenses promptly upon receipt of an accounting of such costs and request therefor. If any Joint Driveway Owner personally with his own labor makes any repairs, the remaining Joint Driveway Owners shall reimburse such Joint Driveway Owner for their reasonable share of the cost of materials promptly upon receipt of an accounting for such costs and request therefor.

If the Joint Driveway Owners fail to maintain their Joint Driveway in the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents, then the Master Developer and/or the Master Owners' Association may undertake such maintenance upon fifteen (15) days prior written notice to the Joint Driveway Owners, and the Joint Driveway Owners shall pay all costs and expenses of such maintenance to the Master Developer or the Master Owners' Association, as the case may be, within ten (10) days after receipt of a written invoice for such cost and expenses. Any amount due to the Master Developer or the Master Owners' Association, as the case may be, under the terms of this Supplement which is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the Federation at the time of such delinquency, whichever is less. The Master Developer or the Master Owners' Association, as the case may be, may bring an action at law or in equity against any one or more of the Joint Driveway Owners for any amounts due under the terms of this Supplement, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due. The Master Owners' Association may also impose and enforce such costs and expenses as a Specific Assessment against the Joint Driveway Owners and their Units as provided in the Master Covenants.

- (f) Insurance and Damage. Notwithstanding any other provision contained herein to the contrary, the underlying ownership of the properties burdened by the Joint Driveway Easement Areas shall remain in the names of the current Owners of record, their heirs, successors, and/or assigns. The Joint Driveway Owners shall obtain and maintain insurance in reasonable amounts (with reasonable deductibles) on their respective portions of the Joint Driveway Easement Area covering liability for property damage, personal injury suffered by persons using the Joint Driveway Easement Area, and death. In the event of such a calamity, resulting repair, replacement, or liability expenses shall be paid from such insurance proceeds. To the extent insurance does not cover all such expenses, the Joint Driveway Owners shall share the remaining expenses equally (unless the

Joint Driveway Owners agree otherwise); PROVIDED, however, in the event the Joint Driveway is damaged as a result of improper, negligent, or unusual use by a Joint Driveway Owner or his respective heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, such Joint Driveway Owner shall be responsible for such damage and shall promptly pay the entire cost of restoring the Joint Driveway to its condition prior to such damage. The cost of repairing damage occasioned by an Act of God shall be borne and apportioned as if a normal maintenance expense.

- (g) Private Driveways/Walkways. Joint Driveway Owners shall have the right to connect private driveways and walkways to the Joint Driveways to provide for pedestrian and vehicular ingress, egress, regress and access to and from their respective properties (the “**Private Driveways/Walkways**”). Such Private Driveways/Walkways shall be for the use and enjoyment of the Owner of the Unit to which it provides access, their heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, and the other Joint Driveway Owners sharing the Joint Driveway shall have no rights therein. Such Private Driveways/Walkways shall be constructed by the Owner prior to such time as a Dwelling Unit is completed on the applicable Unit. Any cost and expense incurred in connection with the construction, maintenance, upkeep, improvement, repair, and replacement of such Private Driveways/Walkways shall be the sole responsibility of the Owner of the Unit to which it provides access; PROVIDED, however, that any portions of said Private Driveways/Walkways constructed within the Joint Driveway Easement Area shall be deemed part of the Joint Driveway, and shall be constructed and maintained to the same standards as the Joint Driveway. All Private Driveways/Walkways shall be designed and constructed of such materials as may be approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All Private Driveways/Walkways shall be maintained by the Owner thereof in accordance with the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents.
- (h) Utilities. The surface of the Joint Driveway Easement Area, including the Joint Driveway, or any Private Driveway/Walkway constructed within the Joint Driveway Easement Area, may be breached for the installation or maintenance of underground utilities which may be placed within the Joint Driveway Easement Area; PROVIDED, however, the Owner of the property served by such utilities, at such Owner’s sole cost and expense, shall be responsible for immediately restoring the Joint Driveway Easement Area, including the Joint Driveway, or any Private Driveway/Walkway constructed within the Joint Driveway Easement Area, as applicable, to its previous condition. **Time is of the essence.**
- (i) Notice. Notice by one Joint Driveway Owner to the other Joint Driveway Owners shall be in writing given either by registered mail, return receipt requested or by overnight courier (e.g., Federal Express) to the address either last given such Joint

Driveway Owner by the other Joint Driveway Owners, or by delivery in person. If no addresses were exchanged between the Joint Driveway Owners, then to the last address shown in the Master Owners' Association's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Driveway as of the date on which the notice is to be given and/or to the last address shown in the Property Tax Records Office's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Driveway as of the date on which the notice is to be given. Service of notice shall be deemed effective on the date of deposit with the U.S. Postal Service (or its foreign equivalent, if mailed from outside of the United States), and/or date of deposit with an overnight courier.

- (j) Remedies and Enforcement. The Master Developer, the Master Owners' Association, the DRB and any Joint Driveway Owner shall each have the right to enforce, by any proceeding at law or in equity, all covenants now or hereafter imposed by the provisions of this **Section 7** as it may be amended. Failure by the Master Developer, the Master Owners' Association, the DRB and/or any Joint Driveway Owner to enforce in whole or in part any covenant of this **Section 7**, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter.

- 8. 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 Joint Walkway Easements, the Beach Easements, the Utility Easements, the Drainage Easements, and the Joint Driveway 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, or with pedestrian access to and from the beach at Sandy Bank Bay, as the case may be; (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.

9. Non-Access Areas. No Owner or any other Person may use any portion of a “**Non-Access Area**” as more particularly described on **Exhibit “H”** attached hereto, for parking, curb-cuts, driveway entrances or for the purpose of providing vehicular access, ingress and egress to or from any Unit, including the Unit upon which any such Non-Access Area is actually located thereon.
10. Improvement Setbacks, Building Envelopes and Single Story Structure Zones. The improvement setbacks, building envelopes and single story structure zones shown on the Subdivision Plan respecting lots, 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 improvement setbacks, building envelopes and single story structure zones shown on the Subdivision Plan respecting lots are subject to change and alteration by the DRB to accommodate individual home designs and homesite characteristics.
11. 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.
12. Binding Effect. The Master Developer hereby declares that the Tract 1 Property, the Tract 2 Property and the Tract 3 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 1 Property, the Tract 2 Property and the Tract 3 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 1 Property, the Tract 2 Property and the Tract 3 Property, their heirs, successors, successors-in-title, and assigns.
13. 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.
14. 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; PROVIDED, however, any amendment to **Section 4** of this Supplement, will also require the written

consent of the Joint Walkway Owners whose rights under **Section 4**, if any, will be materially and adversely affected by any such amendment; and PROVIDED, FURTHER, however, any amendment to **Section 7** of this Supplement, will also require the written consent of the Joint Driveway Owners whose rights under **Section 7**, if any, will be materially and adversely affected by any such amendment.

16. **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.
18. **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.
19. **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.
20. **Miscellaneous.** This Amended and Restated First Supplement supersedes and replaces the Original First Supplement in its entirety.
21. **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 14** herein:

EXHIBIT "A-1"	Description of the Tract 1 Property
EXHIBIT "A-2"	Description of the Tract 2 Property
EXHIBIT "A-3"	Description of the Tract 3 Property
EXHIBIT "B-1"	Boundary Plan of the Tract 1 Property
EXHIBIT "B-2"	Boundary Plan of the Tract 2 Property
EXHIBIT "B-3"	Boundary Plan of the Tract 3 Property
EXHIBIT "C"	Subdivision Plan of the Sandy Bank Bay Property
EXHIBIT "D"	Description of the Beach Access Easement Area(s)
EXHIBIT "E"	Description of the Beach Parking Easement Area(s)
EXHIBIT "F"	Description of the Utility Easement Area(s)
EXHIBIT "G"	Description of the Drainage Easement Area(s)
EXHIBIT "H"	Description of the Non-Access Area(s)

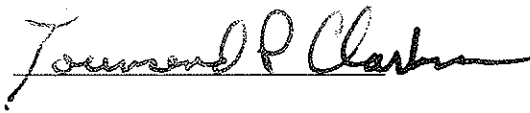
(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hands and seal on the 20<sup>th</sup> day of July, 2010.

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 Townsend P. Clarkson, )  
Authorized Agent of Kiawah Development )  
Partners, Inc., the Administrative Agent of )  
the said Company, )

CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY  
LIMITED

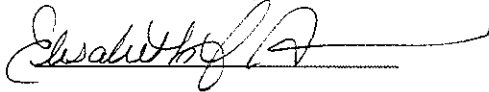
By: Kiawah Development Partners, Inc.  
Its: Administrative Agent and  
Authorized Signatory

By: 

Name: Townsend P. Clarkson

Title: Authorized Agent

Before and in the presence of:



NOTARY PUBLIC for South Carolina

My Commission Expires: 1-19-2011

(Signature and Seal)



A. D. 2010

**NOTARIAL CERTIFICATE**

I, **Elisabeth F. Nimmons** of **2 North Adger's Wharf, Charleston, South Carolina, United States of America, 29401**, HEREBY CERTIFY that on the 20<sup>th</sup> day of July, 2010 PERSONALLY came and appeared before me **Townsend P. Clarkson**, Authorized Agent of Kiawah Development Partners, Inc., the Administrative Agent and a duly authorized signatory pursuant to resolution of the Board of Directors of the said **CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED**, who in my presence duly executed the foregoing **AMENDED AND RESTATED FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR** for and on behalf of the said Company.

AND the name or signature "**Townsend P. Clarkson**" appearing on the said document is in the true and proper handwriting of the said **Townsend P. Clarkson**.

GIVEN under my hand and Seal of Office this 20<sup>th</sup> day of July, 2010.

A handwritten signature in cursive script, appearing to read 'Elisabeth F. Nimmons', written over a horizontal line.

NOTARY PUBLIC for State of South Carolina, United States of America

My Commission Expires: 1-19-2011

(Signature and Seal)

**EXHIBIT "A-1"**

**TO**

**SUPPLEMENT**

**Description of the Tract 1 Property**

ALL THAT parcel of land situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, containing seventy and eighty-three hundredths (70.83) acres and being more fully shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 1 (70.83 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010, and bounded and measuring as follows, that is to say, on the North by the lands now or formerly of KHT Land Holdings Limited as shown on said plan; on the Northeast by Sandy Bank Bay as shown on said plan; on the East by the lands now or formerly of KHT Land Holdings Limited as shown on said plan; on the South and Southwest by the Dr. Kennedy A. Simmonds Highway as shown on said plan; on the West by the lands now or formerly of KHT Land Holdings Limited as shown on said plan, and being described by the following metes and bounds to wit:

Beginning at a corner set along the eastern edge of Dr. Kennedy A. Simmonds Highway;

thence N 25°23'01" W a distance of 1533.45' to a corner set;  
thence N 25°35'11" W a distance of 78.30' to a corner set;  
thence N 25°10'24" W a distance of 40.20' to a corner set;

thence 1200.61' along the arc of a curve turning to the left,  
having a radius of 843.79', a chord bearing of N 68°04'14" W,  
and a chord length of 1101.87' to a corner set;

thence S 71°03'53" W a distance of 684.34' to a corner set;  
thence S 69°51'40" W a distance of 40.02' to a corner set;  
thence S 70°41'21" W a distance of 407.05' to a corner set;  
thence N 23°21'12" W a distance of 210.29' to a corner set;  
thence N 58°37'32" E a distance of 140.36' to a corner set;  
thence N 34°32'55" W a distance of 136.64' to a corner set;  
thence N 36°49'19" E a distance of 299.16' to a corner set;  
thence S 51°44'10" E a distance of 51.64' to a corner set;  
thence S 01°58'32" W a distance of 183.85' to a corner set;

thence 20.28' along the arc of a curve turning to the right,  
having a radius of 80.03', a chord bearing of S 80°17'23" E,  
and a chord length of 20.23' to a corner set;

thence 6.11' along the arc of a curve turning to the left,  
having a radius of 40.02', a chord bearing of S 77°24'03" E,

and a chord length of 6.10' to a corner set;

thence N 01°36'30" E a distance of 214.39' to a corner set;  
thence N 15°56'55" W a distance of 38.36' to a corner set;  
thence N 25°17'16" E a distance of 131.40' to a corner set;  
thence N 08°55'31" W a distance of 176.11' to a corner set;  
thence N 77°21'40" E a distance of 306.50' to a corner set;  
thence S 12°01'24" W a distance of 82.07' to a corner set;  
thence S 77°58'36" E a distance of 40.02' to a corner set;

thence 59.46' along the arc of a curve turning to the left,  
having a radius of 80.03', a chord bearing of S 09°15'43" E,  
and a chord length of 58.10' to a corner set;

thence S 30°32'50" E a distance of 26.24' to a corner set;

thence 82.49' along the arc of a curve turning to the right,  
having a radius of 270.10', a chord bearing of S 21°47'52" E,  
and a chord length of 82.17' to a corner set;

thence 32.98' along the arc of a curve turning to the left,  
having a radius of 25.01', a chord bearing of S 50°49'17" E,  
and a chord length of 30.64' to a corner set;

thence S 88°35'41" E a distance of 17.80' to a corner set;

thence 9.91' along the arc of a curve turning to the left,  
having a radius of 230.09', a chord bearing of S 89°49'42" E,  
and a chord length of 9.91' to a corner set;

thence N 30°19'58" W a distance of 172.49' to a corner set;  
thence N 32°45'46" E a distance of 25.24' to a corner set;  
thence S 78°43'20" E a distance of 196.84' to a corner set;  
thence N 74°45'42" E a distance of 119.58' to a corner set;  
thence S 67°39'40" E a distance of 125.55' to a corner set;  
thence N 73°45'16" E a distance of 87.61' to a corner set;  
thence S 50°00'50" E a distance of 142.29' to a corner set;  
thence N 66°08'29" E a distance of 32.04' to a corner set;  
thence N 50°42'53" W a distance of 129.72' to a corner set;  
thence N 12°50'37" E a distance of 51.06' to a corner set;  
thence N 75°58'16" E a distance of 116.23' to a corner set;  
thence N 74°17'54" E a distance of 139.73' to a corner set;  
thence N 78°16'04" E a distance of 93.10' to a corner set;  
thence S 73°54'56" E a distance of 63.76' to a corner set;  
thence S 76°40'39" E a distance of 120.05' to a corner set;  
thence N 82°14'11" E a distance of 129.23' to a corner set;

thence S 73°50'16" E a distance of 150.38' to a corner set;  
thence S 89°37'10" E a distance of 152.54' to a corner set;  
thence S 35°59'19" E a distance of 87.75' to a corner set;  
thence N 72°13'57" E a distance of 50.24' to a corner set;  
thence N 55°38'39" E a distance of 228.36' to a point;  
thence S 27°58'48" E a distance of 30.20' to a point;  
thence S 26°36'31" E a distance of 100.96' to a point;  
thence S 37°19'23" E a distance of 103.21' to a point;  
thence S 37°21'47" E a distance of 89.11' to a point;  
thence S 41°45'20" E a distance of 91.49' to a point;  
thence S 47°32'32" E a distance of 83.41' to a point;  
thence S 48°40'04" E a distance of 85.86' to a point;  
thence S 57°00'51" E a distance of 73.93' to a point;  
thence S 66°25'58" E a distance of 96.44' to a point;  
thence S 73°13'36" E a distance of 85.89' to a point;  
thence S 80°35'06" E a distance of 107.35' to a point;  
thence S 82°52'08" E a distance of 118.71' to a point;  
thence S 87°58'05" E a distance of 139.30' to a point;  
thence S 24°00'32" W a distance of 149.42' to a corner set;  
thence S 24°00'32" W a distance of 313.59' to a corner set;  
thence N 76°26'09" W a distance of 70.19' to a corner set;  
thence S 40°43'31" W a distance of 39.48' to a corner set;  
thence S 19°56'55" W a distance of 71.79' to a corner set;

thence 21.36' along the arc of a curve turning to the left,  
having a radius of 11.00', a chord bearing of S 35°39'23" E,  
and a chord length of 18.16' to a corner set;

thence 64.01' along the arc of a curve turning to the left,  
having a radius of 875.34', a chord bearing of N 86°38'38" E,  
and a chord length of 63.99' to a corner set;

thence 37.49' along the arc of a curve turning to the right,  
having a radius of 225.09', a chord bearing of N 89°19'15" E,  
and a chord length of 37.45' to a corner set;

thence S 19°48'38" W a distance of 52.56' to a corner set;

thence 14.90' along the arc of a curve turning to the left,  
having a radius of 175.07', a chord bearing of S 86°59'17" W,  
and a chord length of 14.90' to a corner set;

thence 121.90' along the arc of a curve turning to the right,  
having a radius of 925.36', a chord bearing of S 88°19'22" W,  
and a chord length of 121.81' to a corner set;

thence 38.37' along the arc of a curve turning to the left,  
having a radius of 20.01', a chord bearing of S 37°09'07" W,  
and a chord length of 32.76' to a corner set;

thence S 17°47'33" E a distance of 132.30' to a corner set;

thence 177.27' along the arc of a curve turning to the right,  
having a radius of 270.10', a chord bearing of S 01°00'32" W,  
and a chord length of 174.10' to a corner set;

thence S 19°48'38" W a distance of 380.39' to a corner set;

thence 189.63' along the arc of a curve turning to the left,  
having a radius of 100.04', a chord bearing of S 34°29'40" E,  
and a chord length of 162.49' to a corner set;

thence S 88°47'57" E a distance of 230.60' to a corner set;

thence 100.75' along the arc of a curve turning to the right,  
having a radius of 70.03', a chord bearing of S 47°34'58" E,  
and a chord length of 92.28' to a corner set;

thence S 06°21'58" E a distance of 65.72' to a corner set;

thence 80.70' along the arc of a curve turning to the right,  
having a radius of 145.06', a chord bearing of S 09°34'20" W,  
and a chord length of 79.67' to a corner set;

thence S 25°30'38" W a distance of 78.82' to a corner set;

thence 78.65' along the arc of a curve turning to the right,  
having a radius of 220.08', a chord bearing of S 35°44'56" W,  
and a chord length of 78.24' to a corner set;

thence S 45°59'14" W a distance of 112.74' to a corner set;

thence S 33°35'33" E a distance of 196.75' to a corner set;

thence S 74°09'07" W a distance of 172.07' to a corner set;

thence S 87°36'54" W a distance of 53.94' to a corner set;

thence N 65°16'41" W a distance of 61.20' to a corner set;

thence N 31°27'42" W a distance of 75.96' to a corner set;

thence S 67°03'47" W a distance of 85.67' to the Point of Beginning.

**EXHIBIT "A-2"**

**TO**

**SUPPLEMENT**

**Description of the Tract 2 Property**

ALL THAT parcel of land situate, lying and being at Sandy Bank Bay in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, containing 1.385 acres as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 2 (1.385 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010, and bounded and measuring as follows, that is to say, on the Northwest by lands now or formerly of Christophe Harbour Development Company Limited; on the Northeast by lands now or formerly of KHT Land Holdings Limited; on the Southeast by lands now or formerly of Christophe Harbour Development Company Limited; on the Southwest by lands now or formerly of Christophe Harbour Development Company Limited, and being described by the following metes and bounds to wit:

Beginning at the common property corner of Tract 2 and lands now or formerly of Christophe Harbour Development Company Limited;

thence along a line N 19°48'38" E a distance of 42.35 feet to a corner set;  
thence 37.49 feet along the arc of a curve turning to the left, having a radius of 225.09 feet, a chord bearing of S 89°19'15" W, and a chord length of 37.45 feet to a corner set;  
thence 64.01 feet along the arc of a curve turning to the right, having a radius of 875.34 feet, a chord bearing of S 86°38'38" W, and a chord length of 63.99 feet to a corner set;  
thence 21.36 feet along the arc of a curve turning to the right, having a radius of 11.00 feet, a chord bearing of N 35°39'23" W, and a chord length of 18.16 feet to a corner set;  
thence along a line N 19°56'55" E a distance of 71.79 feet to a corner set;  
thence along a line N 40°43'31" E a distance of 39.48 feet to a corner set;  
thence along a line S 76°26'09" E a distance of 70.19 feet to a corner set;  
thence along a line N 24°00'32" E a distance of 384.26 feet to a corner set;  
thence along a line S 01°09'24" E a distance of 337.95 feet to a corner set;  
thence along a line S 88°41'52" W a distance of 20.01 feet to a corner set;  
thence along a line S 08°20'39" E a distance of 31.98 feet to a corner set;  
thence along a line S 01°09'24" E a distance of 128.14 feet to a corner set;  
thence along a line N 84°45'27" W a distance of 172.03 feet to the Point Of Beginning.

**EXHIBIT "A-3"**

**TO**

**SUPPLEMENT**

**Description of the Tract 3 Property**

ALL THAT parcel of land situate, lying and being at Sandy Bank Bay in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, containing 39.415 acres and being as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 3 (39.415 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010, and bounded and measuring as follows, that is to say, on the Northwest by lands now or formerly of Christophe Harbour Development Company Limited and Sandy Bank Bay; on the Northeast by lands now or formerly of KHT Land Holdings Limited; on the Southeast by lands now or formerly of KHT Land Holdings Limited; on the Southwest by lands now or formerly of KHT Land Holdings Limited and by lands now or formerly of Christophe Harbour Development Company Limited, and being described by the following metes and bounds to wit:

Beginning at the common property corner of Tract 3 and lands now or formerly of Christophe Harbour Development Company Limited;

thence along a line S 84°45'27" E a distance of 172.03 feet to a corner set;  
thence along a line N 01°09'24" W a distance of 128.14 feet to a corner set;  
thence along a line N 08°20'39" W a distance of 31.98 feet to a corner set;  
thence along a line N 88°41'52" E a distance of 20.01 feet to a corner set;  
thence along a line N 01°09'24" W a distance of 337.95 feet to a point;  
thence along a line N 24°00'32" E a distance of 78.75 feet to a point at Sandy Bank Bay;

thence continuing along Sandy Bank Bay along the following lines:

N 89°26'55" E a distance of 158.95 feet to a point;  
N 77°40'06" E a distance of 118.04 feet to a point;  
N 78°59'35" E a distance of 93.14 feet to a point;  
N 67°52'45" E a distance of 204.74 feet to a point;  
N 57°31'46" E a distance of 108.12 feet to a point;  
N 45°47'04" E a distance of 133.95 feet to a point;  
N 32°03'17" E a distance of 154.32 feet to a corner set;  
N 26°03'26" E a distance of 185.40 feet to a corner set;  
N 12°10'41" E a distance of 224.92 feet to a corner set;  
N 23°20'43" E a distance of 200.38 feet to a corner set;  
N 16°27'02" E a distance of 207.32 feet to a corner set;  
N 15°44'41" E a distance of 225.76 feet to a corner set;  
N 14°10'12" E a distance of 165.09 feet to a corner set;

thence along a line S 74°57'31" E a distance of 213.16 feet to a corner set;

thence 335.86 feet along the arc of a curve to the right, having a radius of 2879.88 feet, a chord bearing of S 18°22'03" W, and a chord length of 335.67 feet to a corner set;

thence along a line S 22°01'21" W a distance of 50.00 feet to a corner set;

thence 127.46 feet along the arc of a curve to the left, having a radius of 344.75 feet, a chord bearing of S 11°25'53" W, and a chord length of 126.73 feet to a corner set;

thence along a line S 00°50'24" W a distance of 194.88 feet to a corner set;

thence along a line S 00°50'24" W a distance of 81.55 feet to a corner set;

thence along a line S 14°38'14" W a distance of 311.95 feet to a corner set;

thence 221.92 feet along the arc of a curve to the right, having a radius of 604.32 feet, a chord bearing of S 19°30'10" W, and a chord length of 220.68 feet to a corner set;

thence along a line S 35°33'48" W a distance of 426.98 feet to a corner set;

thence along a line S 39°59'33" E a distance of 136.65 feet to a corner set;

thence along a line S 11°05'13" W a distance of 109.83 feet to a corner set;

thence along a line S 44°49'31" E a distance of 9.79 feet to a corner set;

thence along a line S 10°02'22" W a distance of 200.23 feet to a corner set;

thence 86.12 feet along the arc of a curve to the right, having a radius of 170.22 feet, a chord bearing of S 38°18'00" E, and a chord length of 85.20 feet to a corner set;

thence along a line S 89°28'30" E a distance of 146.65 feet to a corner set;

thence along a line S 21°42'42" W a distance of 405.31 feet to a corner set;

thence along a line N 85°43'30" W a distance of 202.34 feet to a corner set;

thence along a line S 44°49'45" W a distance of 8.93 feet to a corner set;

thence 220.64 feet along the arc of a curve to the left, having a radius of 253.62 feet, a chord bearing of S 20°06'09" W, and a chord length of 213.75 feet to a corner set;

thence along a line S 89°21'05" E a distance of 176.97 feet to a corner set;

thence along a line S 00°47'55" W a distance of 257.64 feet to a corner set;

thence along a line S 27°22'36" W a distance of 163.09 feet to a corner set;

thence along a line S 03°09'06" W a distance of 89.00 feet to a corner set;

thence along a line S 89°58'35" W a distance of 247.99 feet to a corner set;

thence along a line N 32°01'10" W a distance of 76.63 feet to a corner set;

thence along a line N 11°18'57" W a distance of 51.55 feet to a corner set;

thence along a line N 00°55'11" W a distance of 142.52 feet to a corner set;

thence along a line N 87°34'33" W a distance of 248.92 feet to a corner set;

thence along a line N 02°41'45" E a distance of 184.24 feet to a corner set;



thence 101.05 feet along the arc of a curve to the left, having a radius of 149.19 feet, a chord bearing of N 16°42'31" W, and a chord length of 99.13 feet to a corner set;

thence along a line N 36°06'47" W a distance of 21.16 feet to a corner set;

thence along a line N 36°06'47" W a distance of 99.45 feet to a corner set;

thence 194.04 feet along the arc of a curve to the right, having a radius of 259.65 feet, a chord bearing of N 14°42'13" W, and a chord length of 189.56 feet to a corner set;

thence along a line N 06°42'20" E a distance of 76.49 feet to a corner set;

thence 29.76 feet along the arc of a curve to the left, having a radius of 130.05 feet, a chord bearing of N 00°08'58" E, and a chord length of 29.70 feet to a corner set;

thence along a line N 06°24'25" W a distance of 81.09 feet to a corner set;

thence 66.25 feet along the arc of a curve to the left, having a radius of 46.22 feet, a chord bearing of N 45°51'31" W, and a chord length of 60.72 feet to a corner set;

thence along a line N 84°45'27" W a distance of 238.88 feet to a corner set;

thence 122.62 feet along the arc of a curve to the right, having a radius of 1640.62 feet, a chord bearing of N 82°37'06" W, and a chord length of 122.59 feet to a corner set;

thence 32.91 feet along the arc of a curve to the left, having a radius of 20.00 feet, a chord bearing of S 52°23'08" W, and a chord length of 29.32 feet to a corner set;

thence 52.30 feet along the arc of a curve to the left, having a radius of 130.05 feet, a chord bearing of S 06°16'20" E, and a chord length of 51.95 feet to a point;

thence along a line N 17°47'33" W a distance of 56.25 feet to a point;

thence 38.37 feet along the arc of a curve to the right, having a radius of 20.01 feet, a chord bearing of N 37°09'07" E, and a chord length of 32.76 feet to a point;

thence 121.90 feet along the arc of a curve to the left, having a radius of 925.36 feet, a chord bearing of N 88°19'22" E, and a chord length of 121.81 feet to a point;

thence 14.90 feet along the arc of a curve to the right, having a radius of 175.07 feet, a chord bearing of N 86°59'17" E, and a chord length of 14.90 feet to a point;

thence along a line N 19°48'38" E a distance of 10.21 feet to the to the Point of Beginning

**EXHIBIT "B-1"**

**TO**

**SUPPLEMENT**

**Boundary Plan of the Tract 1 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 1 (70.83 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010.

# BOUNDARY PLAN OF TRACT I (70.83 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY

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

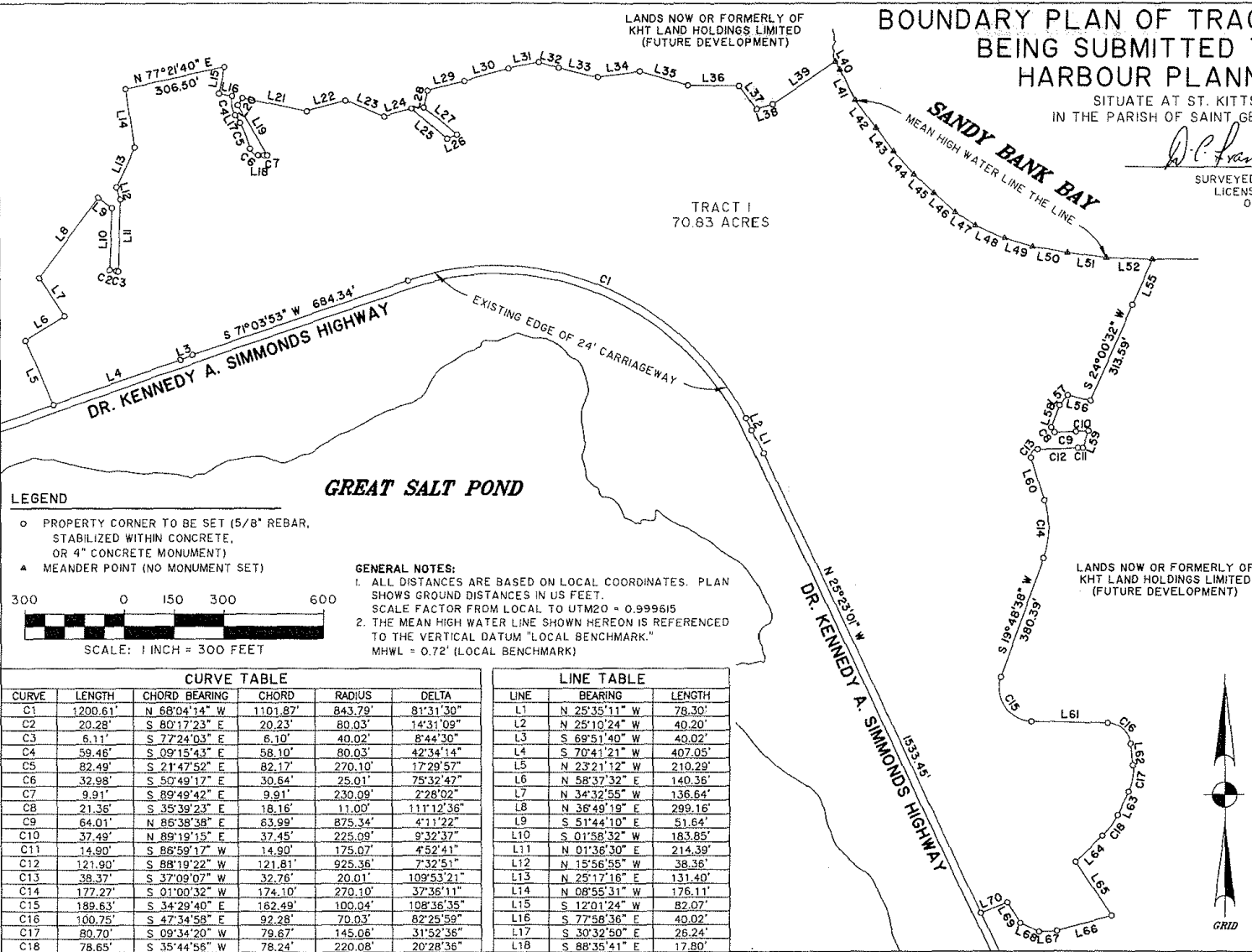
*D.C. Francis*

SURVEYED BY DWIGHT C. FRANCIS  
LICENSED LAND SURVEYOR  
04 AUGUST, 2010

LANDS NOW OR FORMERLY OF  
KHT LAND HOLDINGS LIMITED  
(FUTURE DEVELOPMENT)

TRACT I  
70.83 ACRES

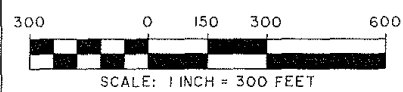
**SANDY BANK BAY**  
MEAN HIGH WATER LINE THE LINE



LINE TABLE		
LINE	BEARING	LENGTH
L19	N 30°19'58" W	172.49'
L20	N 32°45'46" E	25.24'
L21	S 78°43'20" E	196.84'
L22	N 74°45'42" E	119.58'
L23	S 67°39'40" E	125.55'
L24	N 73°45'16" E	87.61'
L25	S 50°00'50" E	142.29'
L26	N 66°08'29" E	32.04'
L27	N 50°42'53" W	129.72'
L28	N 12°50'37" E	51.06'
L29	N 75°58'16" E	116.23'
L30	N 74°17'54" E	139.73'
L31	N 78°16'04" E	93.10'
L32	S 73°54'56" E	63.76'
L33	S 76°40'39" E	120.05'
L34	N 82°14'11" E	129.23'
L35	S 73°50'16" E	150.38'
L36	S 88°37'10" E	152.54'
L37	S 35°59'19" E	87.75'
L38	N 72°13'57" E	50.24'
L39	N 55°38'39" E	228.36'
L40	S 27°58'48" E	30.20'
L41	S 26°36'31" E	100.98'
L42	S 37°19'23" E	103.21'
L43	S 37°21'47" E	89.11'
L44	S 41°45'20" E	91.49'
L45	S 47°32'32" E	63.41'
L46	S 48°40'04" E	85.86'
L47	S 57°00'51" E	73.93'
L48	S 66°25'58" E	96.44'
L49	S 73°13'36" E	85.89'
L50	S 80°35'06" E	107.35'
L51	S 82°52'08" E	118.71'
L52	S 87°58'05" E	139.30'
L55	S 24°00'32" W	149.42'
L56	N 76°26'09" W	70.19'
L57	S 40°43'31" W	39.48'
L58	S 19°56'55" W	71.79'
L59	S 19°48'38" W	52.56'
L60	S 17°47'33" E	132.30'
L61	S 88°47'57" E	230.60'
L62	S 06°21'58" E	65.72'
L63	S 25°30'38" W	78.82'
L64	S 45°59'14" W	112.74'
L65	S 33°35'33" E	196.75'
L66	S 74°09'07" W	172.07'
L67	S 87°36'54" W	53.94'
L68	N 65°16'41" W	61.20'
L69	N 31°27'42" W	75.96'
L70	S 67°03'47" W	85.67'

**LEGEND**

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



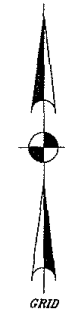
**GREAT SALT POND**

**GENERAL NOTES:**

- ALL DISTANCES ARE BASED ON LOCAL COORDINATES. PLAN SHOWS GROUND DISTANCES IN US FEET. SCALE FACTOR FROM LOCAL TO UTM20 = 0.999615
- THE MEAN HIGH WATER LINE SHOWN HEREON IS REFERENCED TO THE VERTICAL DATUM "LOCAL BENCHMARK." MHWL = 0.72' (LOCAL BENCHMARK)

CURVE TABLE					
CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	1200.61'	N 68°04'14" W	1101.87'	843.79'	81°31'30"
C2	20.28'	S 80°17'23" E	20.23'	80.03'	14°31'09"
C3	6.11'	S 77°24'03" E	6.10'	40.02'	8°44'30"
C4	59.46'	S 09°15'43" E	58.10'	80.03'	42°34'14"
C5	82.49'	S 21°47'52" E	82.17'	270.10'	17°29'57"
C6	32.98'	S 50°49'17" E	30.64'	25.01'	75°32'47"
C7	9.91'	S 89°49'42" E	9.91'	230.09'	2°28'02"
C8	21.36'	S 35°39'23" E	18.16'	11.00'	111°12'38"
C9	64.01'	N 85°38'38" E	63.99'	875.34'	4°11'22"
C10	37.49'	N 89°19'15" E	37.45'	225.09'	9°32'37"
C11	14.90'	S 86°59'17" W	14.90'	175.07'	4°52'41"
C12	121.90'	S 88°19'22" W	121.81'	925.36'	7°32'51"
C13	38.37'	S 37°09'07" W	32.76'	20.01'	109°53'21"
C14	177.27'	S 01°00'32" W	174.10'	270.10'	37°36'11"
C15	189.63'	S 34°29'40" E	162.49'	100.04'	108°36'35"
C16	100.75'	S 47°34'58" E	92.28'	70.03'	82°25'59"
C17	80.70'	S 09°34'20" W	79.67'	145.06'	31°52'36"
C18	78.65'	S 35°44'56" W	78.24'	220.08'	20°28'36"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 25°35'11" W	78.30'
L2	N 25°10'24" W	40.20'
L3	S 69°51'40" W	40.02'
L4	S 70°41'21" W	407.05'
L5	N 23°21'12" W	210.29'
L6	N 58°37'32" E	140.36'
L7	N 34°32'55" W	136.64'
L8	N 38°49'19" E	299.16'
L9	S 51°44'10" E	51.64'
L10	S 01°58'32" W	183.85'
L11	N 01°36'30" E	214.39'
L12	N 15°56'55" W	38.36'
L13	N 25°17'16" E	131.40'
L14	N 08°55'31" W	176.11'
L15	S 12°01'24" W	82.07'
L16	S 77°58'36" E	40.02'
L17	S 30°32'50" E	26.24'
L18	S 88°35'41" E	17.80'



**EXHIBIT "B-2"**

**TO**

**SUPPLEMENT**

**Boundary Plan of the Tract 2 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 2 (1.385 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010.

Exhibit B-2 (Cover Page)

0:\9000\9778.SI\KHA\DWG\PLANS\20930.SBB HILLSDR\20930.SBB Tract 2 Bdw.dwg - Aug 4, 2010 - 4:23:05 PM



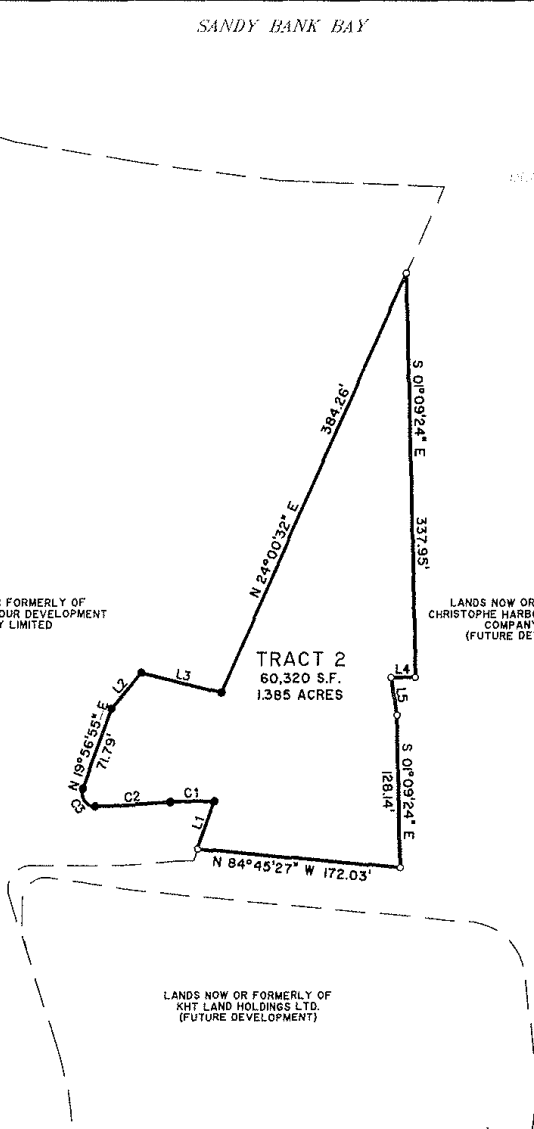
SANDY BANK BAY

LANDS NOW OR FORMERLY OF  
CHRISTOPHE HARBOUR DEVELOPMENT  
COMPANY LIMITED

LANDS NOW OR FORMERLY OF  
CHRISTOPHE HARBOUR DEVELOPMENT  
COMPANY LIMITED  
(FUTURE DEVELOPMENT)

LANDS NOW OR FORMERLY OF  
KHT LAND HOLDINGS LTD.  
(FUTURE DEVELOPMENT)

TRACT 2  
60,320 S.F.  
1.385 ACRES



CURVE TABLE

CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	37.49'	S 89°19'15" W	37.45'	225.09'	9°32'37"
C2	64.01'	S 86°38'38" W	63.99'	875.34'	4°11'22"
C3	21.36'	N 35°39'23" W	18.16'	11.00'	111°12'36"

LINE TABLE

LINE	BEARING	LENGTH
L1	N 19°48'38" E	42.35'
L2	N 40°43'31" E	39.48'
L3	S 76°26'09" E	70.19'
L4	S 88°41'52" W	20.01'
L5	S 08°20'39" E	31.98'

**GENERAL NOTES:**

1. ALL DISTANCES ARE BASED ON LOCAL COORDINATES. PLAN SHOWS GROUND DISTANCES IN US FEET. SCALE FACTOR FROM LOCAL TO UTM20 = 0.9999615
2. THE MEAN HIGH WATER LINE SHOWN HEREON IS REFERENCED TO THE VERTICAL DATUM "LOCAL BENCHMARK." MHWL = 0.72' (LOCAL BENCHMARK)

**LEGEND**

- PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)
- PROPERTY CORNER EXISTING

**BOUNDARY PLAN OF TRACT 2 (1.385 AC.)  
BEING SUBMITTED TO CHRISTOPHE  
HARBOUR PLANNED COMMUNITY**

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

*D. C. Francis*

SURVEYED BY DWIGHT C. FRANCIS  
LICENSED LAND SURVEYOR  
04 AUGUST, 2010

100 0 50 100 300



SCALE: 1 INCH = 100 FEET

**EXHIBIT "B-3"**

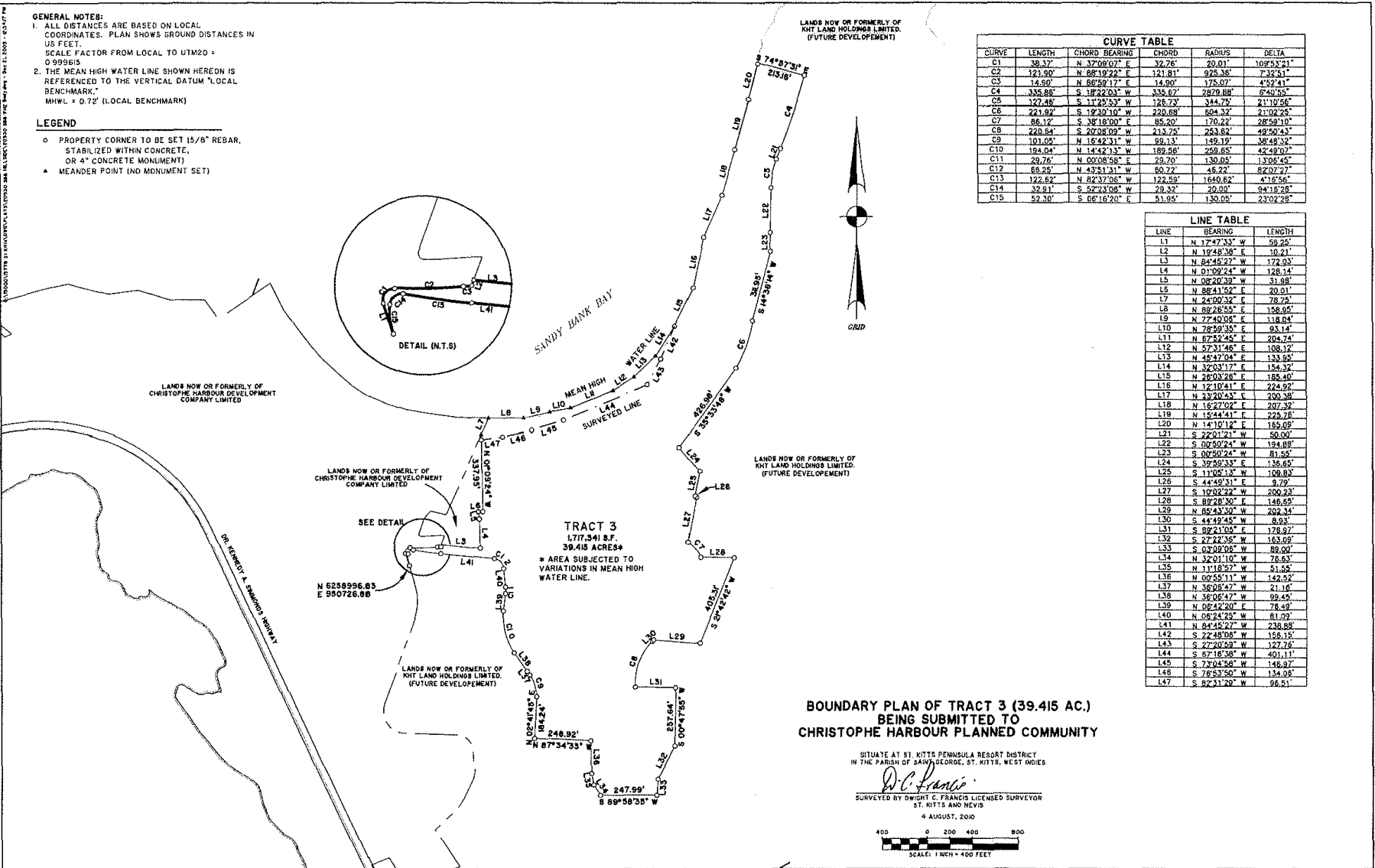
**TO**

**SUPPLEMENT**

**Boundary Plan of the Tract 3 Property**

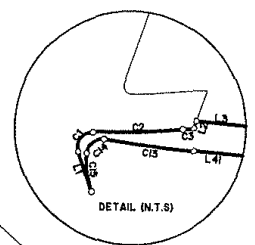
See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 3 (39.415 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010.

Exhibit B-3 (Cover Page)



**GENERAL NOTES:**  
 1. ALL DISTANCES ARE BASED ON LOCAL COORDINATES. PLAN SHOWS GROUND DISTANCES IN US FEET.  
 SCALE FACTOR FROM LOCAL TO UTM20 = 0.999615  
 2. THE MEAN HIGH WATER LINE SHOWN HEREIN IS REFERENCED TO THE VERTICAL DATUM "LOCAL BENCHMARK."  
 MHWL = 0.72' (LOCAL BENCHMARK)

**LEGEND**  
 ○ PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)  
 ▲ MEANDER POINT (NO MONUMENT SET)



CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	38.37'	N 37°08'07" E	32.76'	20.01'	102°51'21"
C2	123.90'	N 68°19'22" E	121.81'	925.38'	7°32'51"
C3	14.80'	N 86°59'17" E	14.90'	175.07'	4°52'41"
C4	335.86'	S 18°22'03" W	335.67'	2879.88'	6°40'55"
C5	122.48'	S 14°25'33" W	126.73'	344.75'	21°19'56"
C6	221.92'	S 19°23'10" W	220.68'	824.33'	21°02'25"
C7	85.12'	S 38°18'00" E	85.20'	170.22'	28°58'10"
C8	228.84'	S 20°08'09" W	213.75'	253.82'	49°50'43"
C9	101.05'	N 16°42'31" W	96.13'	148.19'	38°48'32"
C10	194.04'	N 14°42'13" W	189.58'	258.85'	42°49'07"
C11	29.76'	N 00°08'59" E	29.70'	130.03'	130°45'
C12	88.25'	N 43°51'31" W	80.72'	46.22'	82°02'27"
C13	122.62'	N 82°37'06" W	122.53'	1640.62'	4°16'56"
C14	32.81'	S 52°23'58" E	29.32'	20.00'	94°16'28"
C15	52.30'	S 66°16'20" E	51.95'	130.66'	23°02'28"

LINE	BEARING	LENGTH
L1	N 17°47'33" W	58.25'
L2	N 16°48'39" E	10.21'
L3	N 84°45'27" W	172.93'
L4	N 01°02'24" W	126.14'
L5	N 08°20'39" W	31.88'
L6	N 88°41'52" E	29.01'
L7	N 24°50'32" E	78.75'
L8	N 88°28'57" E	158.95'
L9	N 27°40'04" E	118.04'
L10	N 78°59'35" E	93.14'
L11	N 67°52'25" E	204.74'
L12	N 57°31'48" E	108.12'
L13	N 46°47'04" E	133.86'
L14	N 35°03'17" E	154.32'
L15	N 26°03'26" E	165.40'
L16	N 12°10'41" E	224.92'
L17	N 23°20'53" E	200.36'
L18	N 16°27'02" E	207.59'
L19	N 15°44'41" E	225.78'
L20	N 14°10'12" E	165.09'
L21	S 22°21'21" W	50.00'
L22	S 02°02'21" W	193.80'
L23	S 00°50'24" W	81.55'
L24	S 39°59'33" E	135.60'
L25	S 11°05'13" W	108.80'
L26	S 44°49'51" E	9.79'
L27	S 10°22'02" W	200.23'
L28	S 89°28'30" E	148.65'
L29	N 05°43'30" W	202.34'
L30	S 44°49'45" W	8.93'
L31	S 82°21'05" E	178.87'
L32	S 27°42'58" W	163.69'
L33	S 03°09'06" W	89.00'
L34	N 32°01'10" W	76.63'
L35	N 11°18'57" W	51.56'
L36	W 02°55'11" W	142.52'
L37	N 36°05'47" W	21.16'
L38	N 36°05'47" W	99.45'
L39	N 06°42'20" E	78.49'
L40	N 06°24'23" W	61.99'
L41	N 84°45'27" W	238.88'
L42	S 22°48'08" W	158.15'
L43	S 27°20'59" W	127.76'
L44	S 67°18'38" W	401.11'
L45	S 79°45'50" W	146.97'
L46	S 76°53'50" W	134.98'
L47	S 82°31'29" W	96.51'

**BOUNDARY PLAN OF TRACT 3 (39.415 AC.)  
 BEING SUBMITTED TO  
 CHRISTOPHE HARBOUR PLANNED COMMUNITY**

SITUATE AT 51, KITTS PENINSULA RESORT DISTRICT  
 IN THE PARISH OF SAINT GEORGE, ST. KITTS, WEST INDIES  
*D.C. Francis*  
 SURVEYED BY DWIGHT C. FRANCIS LICENSED SURVEYOR  
 ST. KITTS AND NEVIS  
 4 AUGUST, 2010  
  
 SCALE: 1 INCH = 400 FEET

**EXHIBIT "C"**

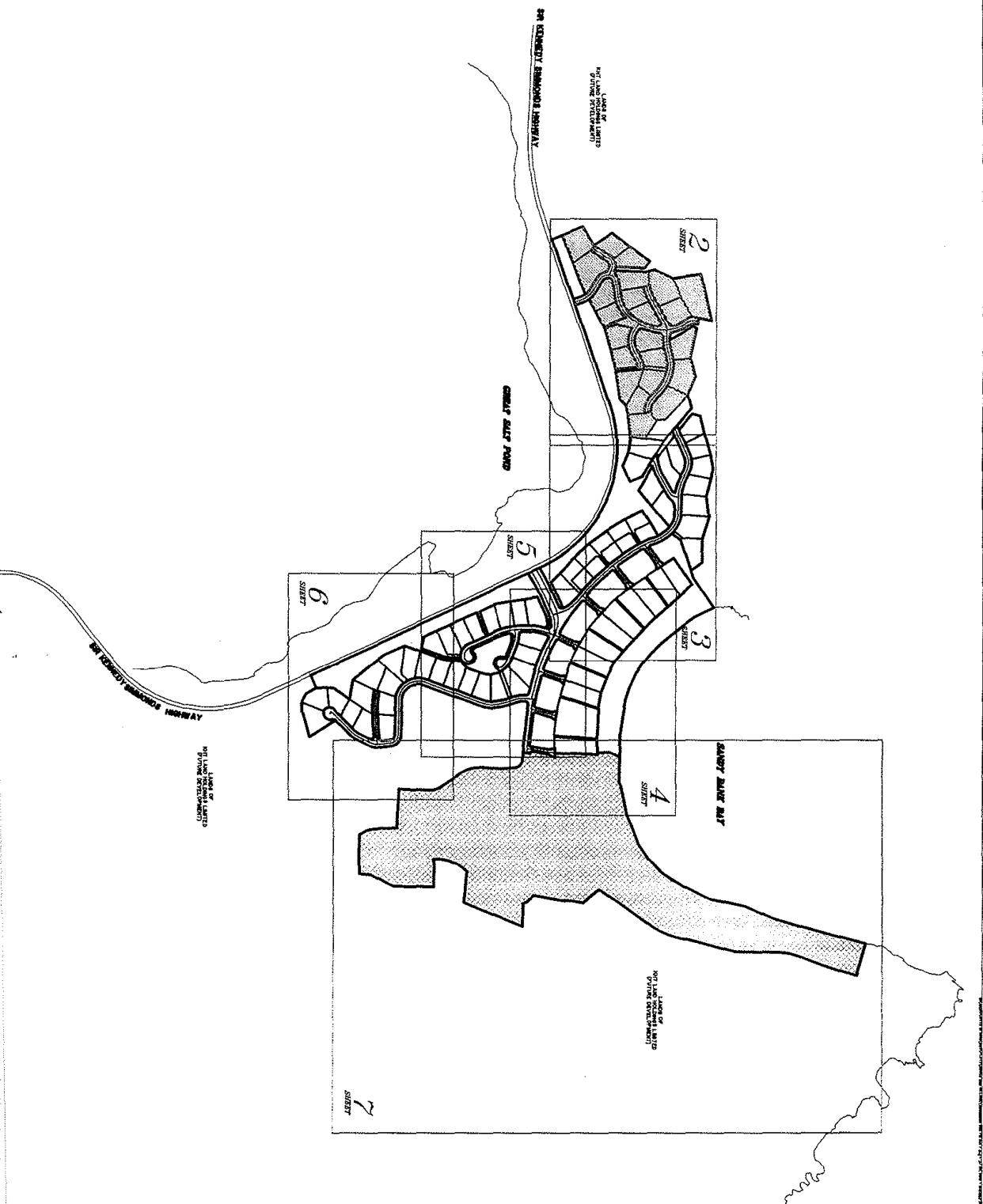
**TO**

**SUPPLEMENT**

**Subdivision Plan of the Sandy Bank Bay Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010.





THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY. THE DEVELOPER ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE PLAN IS SUBJECT TO THE APPROVAL OF THE RELEVANT AUTHORITIES AND MAY BE REVISED WITHOUT NOTICE. THE PLAN IS VALID ONLY IF USED IN CONJUNCTION WITH THE RELEVANT LEGISLATION AND REGULATIONS. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES. THE PLAN IS NOT TO BE USED FOR ANY OTHER PURPOSES.

- LEGEND**
- 1. RESIDENTIAL LOT
  - 2. RESIDENTIAL LOT
  - 3. RESIDENTIAL LOT
  - 4. RESIDENTIAL LOT
  - 5. RESIDENTIAL LOT
  - 6. RESIDENTIAL LOT
  - 7. RESIDENTIAL LOT
  - 8. RESIDENTIAL LOT
  - 9. RESIDENTIAL LOT
  - 10. RESIDENTIAL LOT
  - 11. RESIDENTIAL LOT
  - 12. RESIDENTIAL LOT
  - 13. RESIDENTIAL LOT
  - 14. RESIDENTIAL LOT
  - 15. RESIDENTIAL LOT
  - 16. RESIDENTIAL LOT
  - 17. RESIDENTIAL LOT
  - 18. RESIDENTIAL LOT
  - 19. RESIDENTIAL LOT
  - 20. RESIDENTIAL LOT
  - 21. RESIDENTIAL LOT
  - 22. RESIDENTIAL LOT
  - 23. RESIDENTIAL LOT
  - 24. RESIDENTIAL LOT
  - 25. RESIDENTIAL LOT
  - 26. RESIDENTIAL LOT
  - 27. RESIDENTIAL LOT
  - 28. RESIDENTIAL LOT
  - 29. RESIDENTIAL LOT
  - 30. RESIDENTIAL LOT
  - 31. RESIDENTIAL LOT
  - 32. RESIDENTIAL LOT
  - 33. RESIDENTIAL LOT
  - 34. RESIDENTIAL LOT
  - 35. RESIDENTIAL LOT
  - 36. RESIDENTIAL LOT
  - 37. RESIDENTIAL LOT
  - 38. RESIDENTIAL LOT
  - 39. RESIDENTIAL LOT
  - 40. RESIDENTIAL LOT
  - 41. RESIDENTIAL LOT
  - 42. RESIDENTIAL LOT
  - 43. RESIDENTIAL LOT
  - 44. RESIDENTIAL LOT
  - 45. RESIDENTIAL LOT
  - 46. RESIDENTIAL LOT
  - 47. RESIDENTIAL LOT
  - 48. RESIDENTIAL LOT
  - 49. RESIDENTIAL LOT
  - 50. RESIDENTIAL LOT
  - 51. RESIDENTIAL LOT
  - 52. RESIDENTIAL LOT
  - 53. RESIDENTIAL LOT
  - 54. RESIDENTIAL LOT
  - 55. RESIDENTIAL LOT
  - 56. RESIDENTIAL LOT
  - 57. RESIDENTIAL LOT
  - 58. RESIDENTIAL LOT
  - 59. RESIDENTIAL LOT
  - 60. RESIDENTIAL LOT
  - 61. RESIDENTIAL LOT
  - 62. RESIDENTIAL LOT
  - 63. RESIDENTIAL LOT
  - 64. RESIDENTIAL LOT
  - 65. RESIDENTIAL LOT
  - 66. RESIDENTIAL LOT
  - 67. RESIDENTIAL LOT
  - 68. RESIDENTIAL LOT
  - 69. RESIDENTIAL LOT
  - 70. RESIDENTIAL LOT
  - 71. RESIDENTIAL LOT
  - 72. RESIDENTIAL LOT
  - 73. RESIDENTIAL LOT
  - 74. RESIDENTIAL LOT
  - 75. RESIDENTIAL LOT
  - 76. RESIDENTIAL LOT
  - 77. RESIDENTIAL LOT
  - 78. RESIDENTIAL LOT
  - 79. RESIDENTIAL LOT
  - 80. RESIDENTIAL LOT
  - 81. RESIDENTIAL LOT
  - 82. RESIDENTIAL LOT
  - 83. RESIDENTIAL LOT
  - 84. RESIDENTIAL LOT
  - 85. RESIDENTIAL LOT
  - 86. RESIDENTIAL LOT
  - 87. RESIDENTIAL LOT
  - 88. RESIDENTIAL LOT
  - 89. RESIDENTIAL LOT
  - 90. RESIDENTIAL LOT
  - 91. RESIDENTIAL LOT
  - 92. RESIDENTIAL LOT
  - 93. RESIDENTIAL LOT
  - 94. RESIDENTIAL LOT
  - 95. RESIDENTIAL LOT

LOT NO.	AREA (SQ. METERS)	AREA (SQ. FEET)
1	120.5	1310
2	115.2	1248
3	130.8	1420
4	105.1	1135
5	140.3	1515
6	125.7	1363
7	118.9	1281
8	135.4	1460
9	108.2	1163
10	145.6	1575
11	122.1	1324
12	110.5	1192
13	138.9	1493
14	102.8	1111
15	148.3	1601
16	127.4	1381
17	114.6	1240
18	132.5	1434
19	106.7	1150
20	142.1	1532
21	124.3	1343
22	112.8	1217
23	140.5	1517
24	121.9	1320
25	109.4	1174
26	137.2	1477
27	104.1	1125
28	146.8	1582
29	126.5	1374
30	115.3	1245
31	133.1	1439
32	107.6	1160
33	143.4	1554
34	123.7	1338
35	111.9	1208
36	139.6	1500
37	103.5	1117
38	147.1	1588
39	128.2	1388
40	116.4	1254
41	134.2	1448
42	106.1	1146
43	144.8	1566
44	125.1	1351
45	113.4	1222
46	141.2	1523
47	122.6	1327
48	110.8	1193
49	138.5	1489
50	102.4	1107
51	145.9	1577
52	126.8	1379
53	115.6	1249
54	133.4	1443
55	107.2	1157
56	142.7	1550
57	123.0	1331
58	111.2	1199
59	139.0	1495
60	103.8	1124
61	147.4	1594
62	128.3	1391
63	116.5	1257
64	134.3	1451
65	106.2	1149
66	144.9	1569
67	125.2	1354
68	113.5	1224
69	141.3	1525
70	122.7	1329
71	110.9	1195
72	138.6	1491
73	102.5	1109
74	146.0	1581
75	127.1	1382
76	115.3	1248
77	133.1	1442
78	107.3	1159
79	142.8	1552
80	123.1	1333
81	111.3	1201
82	139.1	1497
83	103.9	1126
84	147.5	1595
85	128.4	1392
86	116.6	1258
87	134.4	1452
88	106.3	1150
89	145.0	1570
90	125.3	1365
91	113.6	1235
92	141.4	1530
93	122.8	1335
94	111.0	1203
95	138.7	1499

**LAYOUT AGREEMENT TABLE**

1. SANDY BANK BAY PHASE 1

2. SANDY BANK BAY PHASE 2

3. SANDY BANK BAY PHASE 3

4. SANDY BANK BAY PHASE 4

5. SANDY BANK BAY PHASE 5

6. SANDY BANK BAY PHASE 6

7. SANDY BANK BAY PHASE 7

8. SANDY BANK BAY PHASE 8

9. SANDY BANK BAY PHASE 9

10. SANDY BANK BAY PHASE 10

11. SANDY BANK BAY PHASE 11

12. SANDY BANK BAY PHASE 12

13. SANDY BANK BAY PHASE 13

14. SANDY BANK BAY PHASE 14

15. SANDY BANK BAY PHASE 15

16. SANDY BANK BAY PHASE 16

17. SANDY BANK BAY PHASE 17

18. SANDY BANK BAY PHASE 18

19. SANDY BANK BAY PHASE 19

20. SANDY BANK BAY PHASE 20

21. SANDY BANK BAY PHASE 21

22. SANDY BANK BAY PHASE 22

23. SANDY BANK BAY PHASE 23

24. SANDY BANK BAY PHASE 24

25. SANDY BANK BAY PHASE 25

26. SANDY BANK BAY PHASE 26

27. SANDY BANK BAY PHASE 27

28. SANDY BANK BAY PHASE 28

29. SANDY BANK BAY PHASE 29

30. SANDY BANK BAY PHASE 30

31. SANDY BANK BAY PHASE 31

32. SANDY BANK BAY PHASE 32

33. SANDY BANK BAY PHASE 33

34. SANDY BANK BAY PHASE 34

35. SANDY BANK BAY PHASE 35

36. SANDY BANK BAY PHASE 36

37. SANDY BANK BAY PHASE 37

38. SANDY BANK BAY PHASE 38

39. SANDY BANK BAY PHASE 39

40. SANDY BANK BAY PHASE 40

41. SANDY BANK BAY PHASE 41

42. SANDY BANK BAY PHASE 42

43. SANDY BANK BAY PHASE 43

44. SANDY BANK BAY PHASE 44

45. SANDY BANK BAY PHASE 45

46. SANDY BANK BAY PHASE 46

47. SANDY BANK BAY PHASE 47

48. SANDY BANK BAY PHASE 48

49. SANDY BANK BAY PHASE 49

50. SANDY BANK BAY PHASE 50

51. SANDY BANK BAY PHASE 51

52. SANDY BANK BAY PHASE 52

53. SANDY BANK BAY PHASE 53

54. SANDY BANK BAY PHASE 54

55. SANDY BANK BAY PHASE 55

56. SANDY BANK BAY PHASE 56

57. SANDY BANK BAY PHASE 57

58. SANDY BANK BAY PHASE 58

59. SANDY BANK BAY PHASE 59

60. SANDY BANK BAY PHASE 60

61. SANDY BANK BAY PHASE 61

62. SANDY BANK BAY PHASE 62

63. SANDY BANK BAY PHASE 63

64. SANDY BANK BAY PHASE 64

65. SANDY BANK BAY PHASE 65

66. SANDY BANK BAY PHASE 66

67. SANDY BANK BAY PHASE 67

68. SANDY BANK BAY PHASE 68

69. SANDY BANK BAY PHASE 69

70. SANDY BANK BAY PHASE 70

71. SANDY BANK BAY PHASE 71

72. SANDY BANK BAY PHASE 72

73. SANDY BANK BAY PHASE 73

74. SANDY BANK BAY PHASE 74

75. SANDY BANK BAY PHASE 75

76. SANDY BANK BAY PHASE 76

77. SANDY BANK BAY PHASE 77

78. SANDY BANK BAY PHASE 78

79. SANDY BANK BAY PHASE 79

80. SANDY BANK BAY PHASE 80

81. SANDY BANK BAY PHASE 81

82. SANDY BANK BAY PHASE 82

83. SANDY BANK BAY PHASE 83

84. SANDY BANK BAY PHASE 84

85. SANDY BANK BAY PHASE 85

86. SANDY BANK BAY PHASE 86

87. SANDY BANK BAY PHASE 87

88. SANDY BANK BAY PHASE 88

89. SANDY BANK BAY PHASE 89

90. SANDY BANK BAY PHASE 90

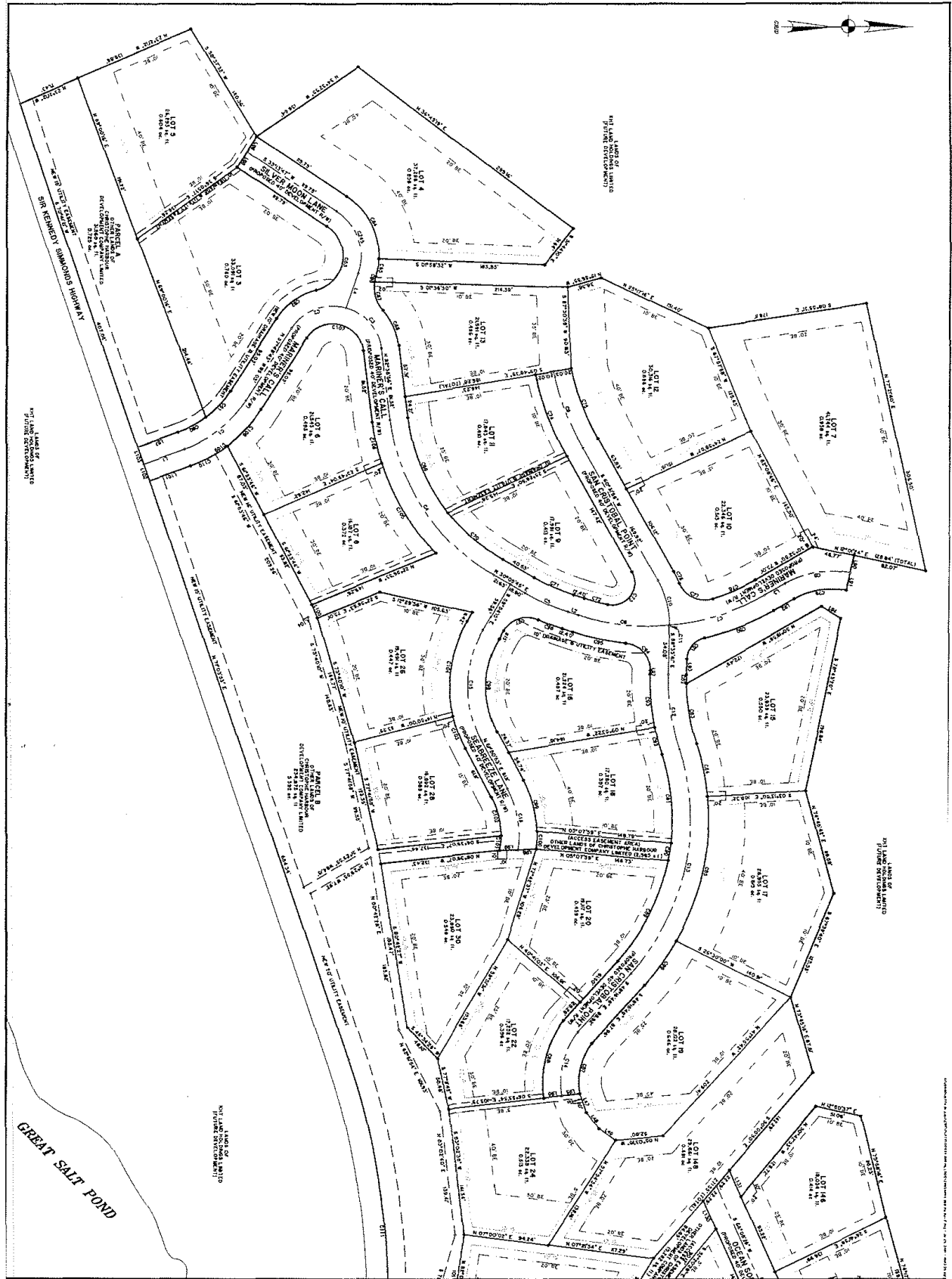
91. SANDY BANK BAY PHASE 91

92. SANDY BANK BAY PHASE 92

93. SANDY BANK BAY PHASE 93

94. SANDY BANK BAY PHASE 94

95. SANDY BANK BAY PHASE 95

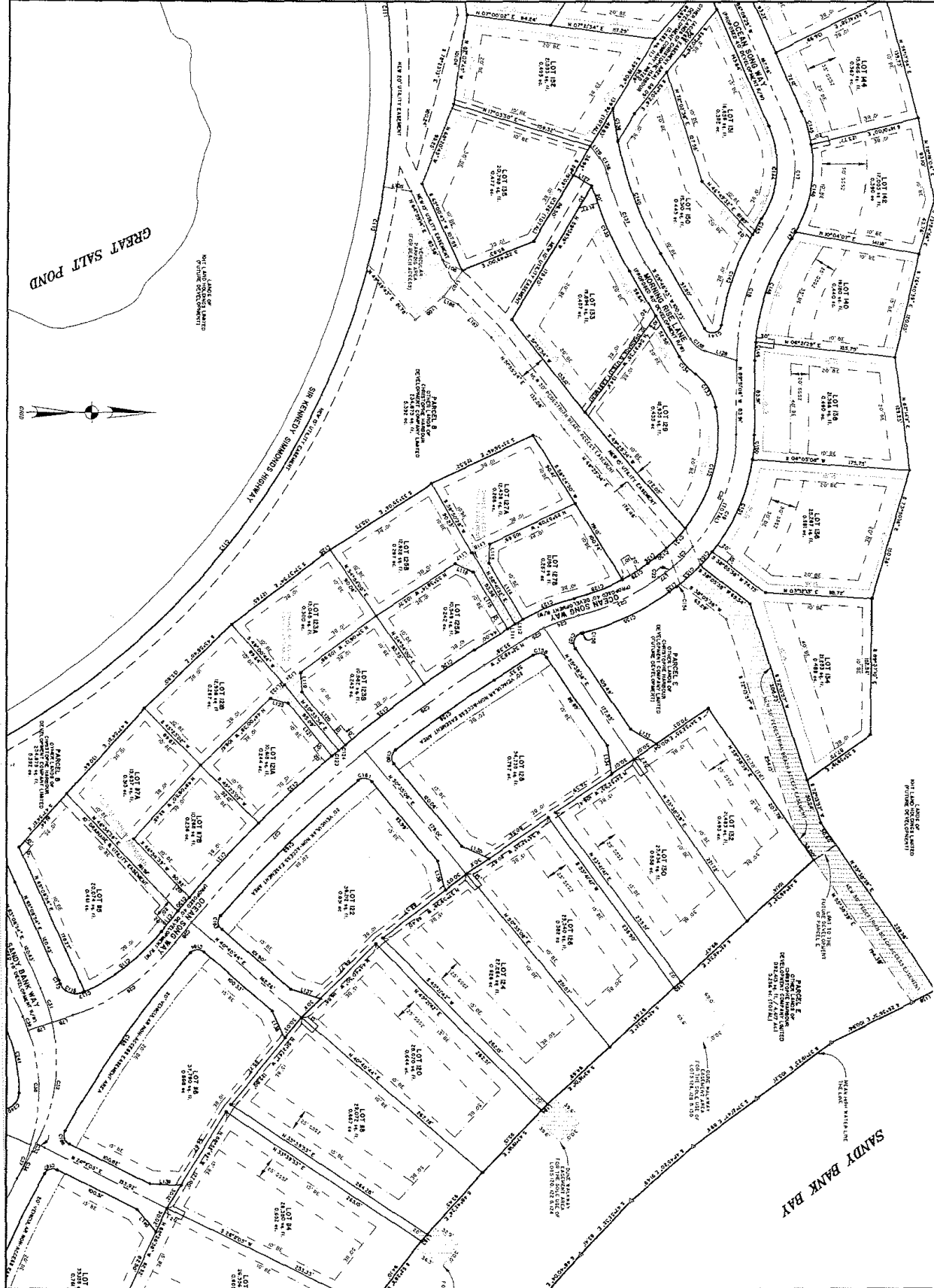


51 METERS SANDY BANK BAY  
 ST. MARY'S WEST DISTRICT  
 PREPARED FOR:  
 CHRIS OF THE HARBOUR  
 DEVELOPMENT COMPANY LIMITED  
 SHEET 2 OF 7  
 SCALE: 1:1000  
 REFERENCE: L.S.D. 0-2565

**95 RESIDENTIAL LOTS**  
**SANDY BANK BAY**  
**PHASE 1**  
 SHOWING  
 A SUBDIVISION PLAN OF  
 SANDY BANK BAY  
 LOT 31 AT ST. MARY'S  
 DISTRICT

*Chris of the Harbour*

ALL DIMENSIONS SHOWN ARE CORRECT, UNLESS OTHERWISE STATED.  
 THE AREA OF THIS PLAN IS 3.55 HECTARES.  
 THE TOTAL AREA OF THE SITE IS 3.55 HECTARES.  
 THE TOTAL AREA OF THE LOTS IS 3.55 HECTARES.  
 THE TOTAL AREA OF THE COMMONS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE RESERVE IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE EASEMENTS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE ACCESSWAYS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE UTILITIES IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE OTHERS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE SITE IS 3.55 HECTARES.  
 THE TOTAL AREA OF THE LOTS IS 3.55 HECTARES.  
 THE TOTAL AREA OF THE COMMONS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE RESERVE IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE EASEMENTS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE ACCESSWAYS IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE UTILITIES IS 0.00 HECTARES.  
 THE TOTAL AREA OF THE OTHERS IS 0.00 HECTARES.



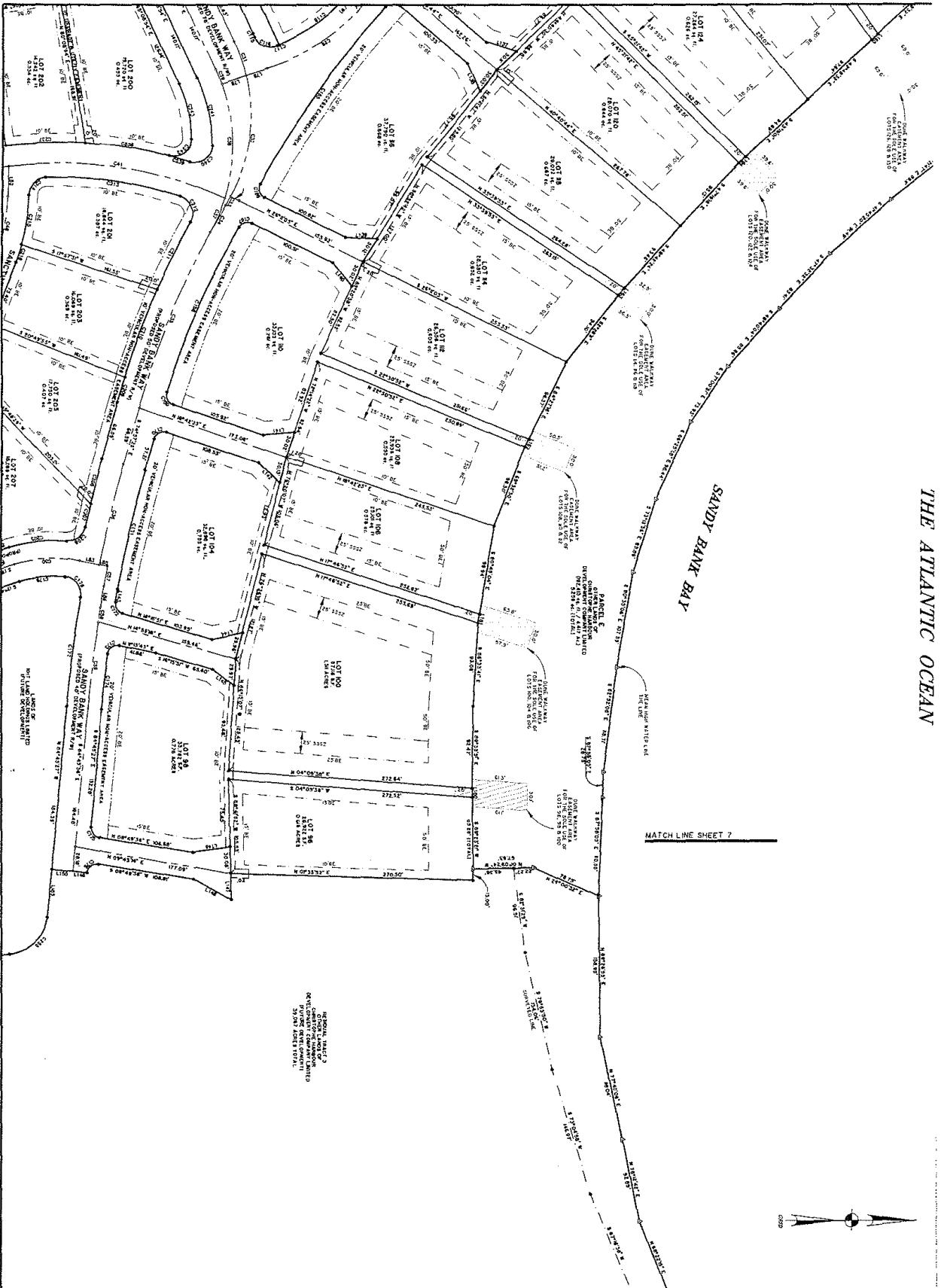
SHEET 3 OF 7  
 SCALE: 1" = 400' FEET  
 SANDY BANK BAY  
 PHASE 1  
 95 RESIDENTIAL LOTS  
 SHIMMING  
 CHRISTOPHER HARBOUR  
 DEVELOPMENT COMPANY LIMITED

A SUBDIVISION PLAN OF  
**SANDY BANK BAY**  
 PHASE 1  
 SHIMMING  
 95 RESIDENTIAL LOTS  
 CHRISTOPHER HARBOUR  
 DEVELOPMENT COMPANY LIMITED

LEGEND:  
 1. LOT BOUNDARIES  
 2. LOT DIMENSIONS  
 3. LOT AREAS  
 4. LOT IDENTIFICATION NUMBERS  
 5. LOT IDENTIFICATION AREAS  
 6. LOT IDENTIFICATION DIMENSIONS  
 7. LOT IDENTIFICATION DIMENSIONS  
 8. LOT IDENTIFICATION DIMENSIONS  
 9. LOT IDENTIFICATION DIMENSIONS  
 10. LOT IDENTIFICATION DIMENSIONS  
 11. LOT IDENTIFICATION DIMENSIONS  
 12. LOT IDENTIFICATION DIMENSIONS  
 13. LOT IDENTIFICATION DIMENSIONS  
 14. LOT IDENTIFICATION DIMENSIONS  
 15. LOT IDENTIFICATION DIMENSIONS  
 16. LOT IDENTIFICATION DIMENSIONS  
 17. LOT IDENTIFICATION DIMENSIONS  
 18. LOT IDENTIFICATION DIMENSIONS  
 19. LOT IDENTIFICATION DIMENSIONS  
 20. LOT IDENTIFICATION DIMENSIONS  
 21. LOT IDENTIFICATION DIMENSIONS  
 22. LOT IDENTIFICATION DIMENSIONS  
 23. LOT IDENTIFICATION DIMENSIONS  
 24. LOT IDENTIFICATION DIMENSIONS  
 25. LOT IDENTIFICATION DIMENSIONS  
 26. LOT IDENTIFICATION DIMENSIONS  
 27. LOT IDENTIFICATION DIMENSIONS  
 28. LOT IDENTIFICATION DIMENSIONS  
 29. LOT IDENTIFICATION DIMENSIONS  
 30. LOT IDENTIFICATION DIMENSIONS  
 31. LOT IDENTIFICATION DIMENSIONS  
 32. LOT IDENTIFICATION DIMENSIONS  
 33. LOT IDENTIFICATION DIMENSIONS  
 34. LOT IDENTIFICATION DIMENSIONS  
 35. LOT IDENTIFICATION DIMENSIONS  
 36. LOT IDENTIFICATION DIMENSIONS  
 37. LOT IDENTIFICATION DIMENSIONS  
 38. LOT IDENTIFICATION DIMENSIONS  
 39. LOT IDENTIFICATION DIMENSIONS  
 40. LOT IDENTIFICATION DIMENSIONS  
 41. LOT IDENTIFICATION DIMENSIONS  
 42. LOT IDENTIFICATION DIMENSIONS  
 43. LOT IDENTIFICATION DIMENSIONS  
 44. LOT IDENTIFICATION DIMENSIONS  
 45. LOT IDENTIFICATION DIMENSIONS  
 46. LOT IDENTIFICATION DIMENSIONS  
 47. LOT IDENTIFICATION DIMENSIONS  
 48. LOT IDENTIFICATION DIMENSIONS  
 49. LOT IDENTIFICATION DIMENSIONS  
 50. LOT IDENTIFICATION DIMENSIONS  
 51. LOT IDENTIFICATION DIMENSIONS  
 52. LOT IDENTIFICATION DIMENSIONS  
 53. LOT IDENTIFICATION DIMENSIONS  
 54. LOT IDENTIFICATION DIMENSIONS  
 55. LOT IDENTIFICATION DIMENSIONS  
 56. LOT IDENTIFICATION DIMENSIONS  
 57. LOT IDENTIFICATION DIMENSIONS  
 58. LOT IDENTIFICATION DIMENSIONS  
 59. LOT IDENTIFICATION DIMENSIONS  
 60. LOT IDENTIFICATION DIMENSIONS  
 61. LOT IDENTIFICATION DIMENSIONS  
 62. LOT IDENTIFICATION DIMENSIONS  
 63. LOT IDENTIFICATION DIMENSIONS  
 64. LOT IDENTIFICATION DIMENSIONS  
 65. LOT IDENTIFICATION DIMENSIONS  
 66. LOT IDENTIFICATION DIMENSIONS  
 67. LOT IDENTIFICATION DIMENSIONS  
 68. LOT IDENTIFICATION DIMENSIONS  
 69. LOT IDENTIFICATION DIMENSIONS  
 70. LOT IDENTIFICATION DIMENSIONS  
 71. LOT IDENTIFICATION DIMENSIONS  
 72. LOT IDENTIFICATION DIMENSIONS  
 73. LOT IDENTIFICATION DIMENSIONS  
 74. LOT IDENTIFICATION DIMENSIONS  
 75. LOT IDENTIFICATION DIMENSIONS  
 76. LOT IDENTIFICATION DIMENSIONS  
 77. LOT IDENTIFICATION DIMENSIONS  
 78. LOT IDENTIFICATION DIMENSIONS  
 79. LOT IDENTIFICATION DIMENSIONS  
 80. LOT IDENTIFICATION DIMENSIONS  
 81. LOT IDENTIFICATION DIMENSIONS  
 82. LOT IDENTIFICATION DIMENSIONS  
 83. LOT IDENTIFICATION DIMENSIONS  
 84. LOT IDENTIFICATION DIMENSIONS  
 85. LOT IDENTIFICATION DIMENSIONS  
 86. LOT IDENTIFICATION DIMENSIONS  
 87. LOT IDENTIFICATION DIMENSIONS  
 88. LOT IDENTIFICATION DIMENSIONS  
 89. LOT IDENTIFICATION DIMENSIONS  
 90. LOT IDENTIFICATION DIMENSIONS  
 91. LOT IDENTIFICATION DIMENSIONS  
 92. LOT IDENTIFICATION DIMENSIONS  
 93. LOT IDENTIFICATION DIMENSIONS  
 94. LOT IDENTIFICATION DIMENSIONS  
 95. LOT IDENTIFICATION DIMENSIONS  
 96. LOT IDENTIFICATION DIMENSIONS  
 97. LOT IDENTIFICATION DIMENSIONS  
 98. LOT IDENTIFICATION DIMENSIONS  
 99. LOT IDENTIFICATION DIMENSIONS  
 100. LOT IDENTIFICATION DIMENSIONS

THE ATLANTIC OCEAN

SANDY BANK BAY



MATCH LINE SHEET 7

SECTION 1, TOWNSHIP 12 N., RANGE 10 W., DISTRICT OF CANTON, NEW BRUNSWICK

- LEGEND**
- 1. CONTOUR LINE FROM THE BOUNDARY SET
  - 2. CONTOUR LINE FROM THE BOUNDARY SET
  - 3. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 4. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 5. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 6. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 7. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 8. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 9. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 10. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 11. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 12. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 13. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 14. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 15. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 16. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 17. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 18. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 19. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 20. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 21. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 22. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 23. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 24. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 25. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 26. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 27. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 28. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 29. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 30. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 31. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 32. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 33. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 34. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 35. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 36. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 37. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 38. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 39. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 40. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 41. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 42. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 43. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 44. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 45. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 46. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 47. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 48. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 49. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 50. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 51. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 52. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 53. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 54. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 55. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 56. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 57. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 58. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 59. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 60. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 61. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 62. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 63. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 64. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 65. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 66. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 67. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 68. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 69. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 70. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 71. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 72. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 73. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 74. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 75. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 76. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 77. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 78. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 79. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 80. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 81. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 82. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 83. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 84. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 85. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 86. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 87. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 88. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 89. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 90. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 91. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 92. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 93. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 94. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 95. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 96. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 97. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 98. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 99. PROPERTY CORNER TO BE SET BY THE SURVEYOR
  - 100. PROPERTY CORNER TO BE SET BY THE SURVEYOR

*D. J. Francis*

3007 110 ST.  
LESLIE, ONTARIO M3H 5K6

**A SUBDIVISION PLAN OF  
SANDY BANK BAY  
PHASE 1**

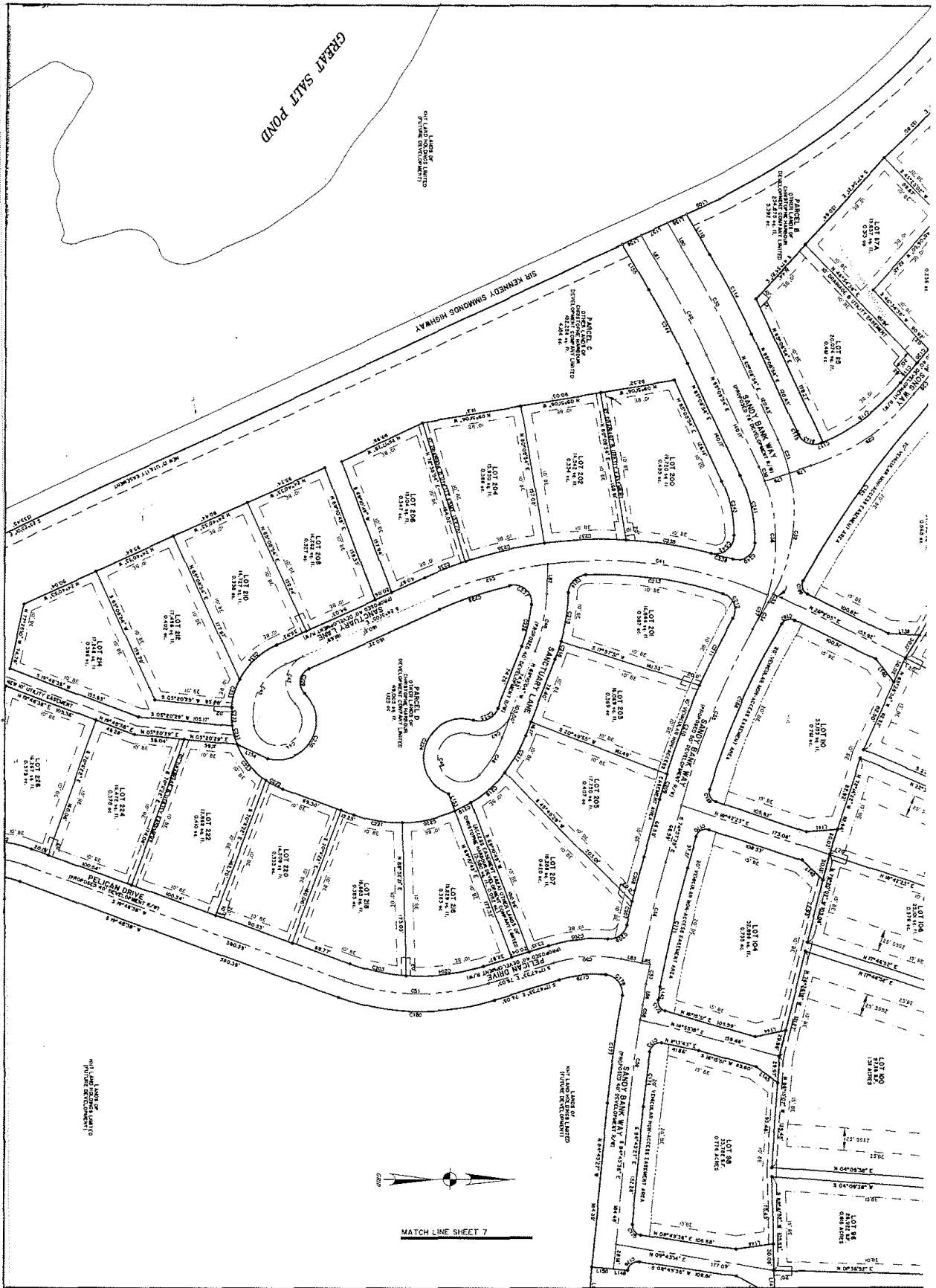
SHOWING  
**95 RESIDENTIAL LOTS**

SANDY BANK BAY  
37 KING, FRENCHVILLE, NEWBRI DISTRICT  
ST. JEROME, WEST MIDDLE

**CHRISTOPHER HARBOUR  
DEVELOPMENT COMPANY LIMITED**

SCALE: 1" = 100' FIELD

SHEET 4 OF 7 04-2003



MATCH LINE SHEET 7

**LEGEND**

- 1. CALCULATED POINT (NO NUMBER)
- 2. PROPERTY CORNER AT MEASURED WIDTH
- 3. PROPERTY CORNER TO BE SET BY THE OWNER
- 4. UNDEVELOPED EASEMENT
- 5. SANDY BANK WAY EASEMENT
- 6. SANDY BANK LANE EASEMENT
- 7. SANDY BANK DRIVE EASEMENT
- 8. SANDY BANK DRIVE EASEMENT
- 9. SANDY BANK DRIVE EASEMENT
- 10. SANDY BANK DRIVE EASEMENT
- 11. SANDY BANK DRIVE EASEMENT
- 12. SANDY BANK DRIVE EASEMENT
- 13. SANDY BANK DRIVE EASEMENT
- 14. SANDY BANK DRIVE EASEMENT
- 15. SANDY BANK DRIVE EASEMENT
- 16. SANDY BANK DRIVE EASEMENT
- 17. SANDY BANK DRIVE EASEMENT
- 18. SANDY BANK DRIVE EASEMENT
- 19. SANDY BANK DRIVE EASEMENT
- 20. SANDY BANK DRIVE EASEMENT
- 21. SANDY BANK DRIVE EASEMENT
- 22. SANDY BANK DRIVE EASEMENT
- 23. SANDY BANK DRIVE EASEMENT
- 24. SANDY BANK DRIVE EASEMENT
- 25. SANDY BANK DRIVE EASEMENT
- 26. SANDY BANK DRIVE EASEMENT
- 27. SANDY BANK DRIVE EASEMENT
- 28. SANDY BANK DRIVE EASEMENT
- 29. SANDY BANK DRIVE EASEMENT
- 30. SANDY BANK DRIVE EASEMENT
- 31. SANDY BANK DRIVE EASEMENT
- 32. SANDY BANK DRIVE EASEMENT
- 33. SANDY BANK DRIVE EASEMENT
- 34. SANDY BANK DRIVE EASEMENT
- 35. SANDY BANK DRIVE EASEMENT
- 36. SANDY BANK DRIVE EASEMENT
- 37. SANDY BANK DRIVE EASEMENT
- 38. SANDY BANK DRIVE EASEMENT
- 39. SANDY BANK DRIVE EASEMENT
- 40. SANDY BANK DRIVE EASEMENT
- 41. SANDY BANK DRIVE EASEMENT
- 42. SANDY BANK DRIVE EASEMENT
- 43. SANDY BANK DRIVE EASEMENT
- 44. SANDY BANK DRIVE EASEMENT
- 45. SANDY BANK DRIVE EASEMENT
- 46. SANDY BANK DRIVE EASEMENT
- 47. SANDY BANK DRIVE EASEMENT
- 48. SANDY BANK DRIVE EASEMENT
- 49. SANDY BANK DRIVE EASEMENT
- 50. SANDY BANK DRIVE EASEMENT

**SECTION 1**

**SUBDIVISION PLAN OF**

**SANDY BANK BAY**

**PHASE 1**

**SHOWING**

**95 RESIDENTIAL LOTS**

SANDY BANK BAY  
 51 KATE'S PENINSULA RESORT DRIVE  
 ST. KITTS, WEST INDIES  
 CHRISTOPHE HARBOUR  
 DEVELOPMENT COMPANY LTD.

*R.C. Francis*

DATE: 10/10/2010  
 SCALE: 1" = 100 FEET  
 SHEET: S-077-D-2585



THE SURVEYOR HAS REFERENCED TO THE VERTICAL DATUM (LOI) BEING USED IN THE SURVEY. ALL LOT CORNERS AND RIGHTS-OF-WAY POINTS ARE TO BE WITNESSED BY CONCRETE MONUMENTS UNLESS OTHERWISE STABILIZED BY CONCRETE. IT IS TO BE UNDERSTOOD THAT ALL EASEMENTS FROM HEREON, INCLUDING LIMITED TO DAMAGE AND UTILITY EASEMENTS, GRANTED AND/OR RECEIVED BY CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, SHALL BE SUBJECT TO THE DECLARATION OF OTHER DESIGNATED PARTIES AS SET FORTH HEREIN. THE MASTER COVENANTS AND OTHER GOVERNING DOCUMENTS AS DEFINED IN THE MASTER COVENANTS AS THEY MAY BE AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME SHALL APPLY TO THE PROJECT. THE ACCORDANCE WITH THE MASTER COVENANTS AND OTHER GOVERNING DOCUMENTS, AS THE MODIFIED, AMENDED AND/OR SUPPLEMENTED TO THE TIME, ALL IMPROVEMENTS, STRUCTURES AND SINGLE STORY STRUCTURE SHOWN HEREON RESPECTIVE LOTS ARE SUBJECT TO CHANGE AND ALTERATION BY THE CHRISTOPHE HARBOUR DESIGN REVIEW BOARD, TO ACCORD WITH INDIVIDUAL HOME DECISIONS AND HOMESTYLE CHARACTERISTICS.

**LEGEND**

- CALCULATED POINT (NO MOVEMENT SET)
- △ PROPERTY CORNER AS SHOWN (NO MOVEMENT SET)
- PROPERTY CORNER TO BE SET (15" RED STABILIZED WITH CONCRETE)
- 4" CONCRETE MONUMENT
- APPROVED SETBACK
- BE BUILDING ENVELOPE
- SSZT SINGLE STORY STRUCTURE ZONE
- PAZ. PASSE
- ESMT. EASEMENT
- UTILITY EASEMENT (IF FROM PROPERTY UNLESS NOTED)

*D.C. Francis*

SURVEYED BY:  
DORIS C. FRANCIS  
LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS

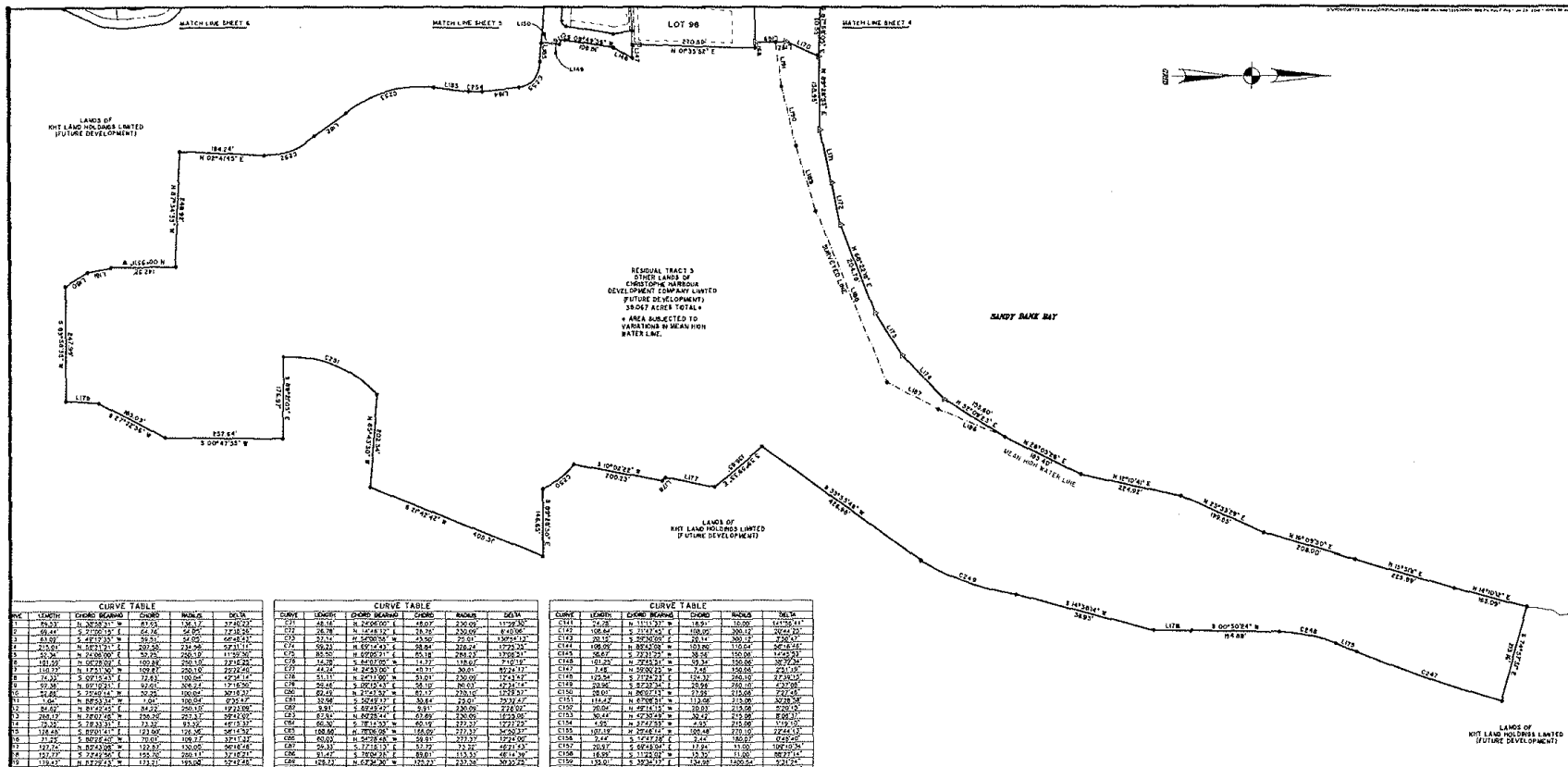
**A SUBDIVISION PLAN OF  
SANDY BANK BAY  
PHASE 1  
SHOWING  
95 RESIDENTIAL LOTS**

SANDY BANK BAY  
ST. KITTS PENINSULA RESORT DISTRICT  
ST. KITTS, WEST INDIES

PREPARED FOR:  
**CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY LIM**

50  
0 25 50  
SCALE: 1" = 100 FEET  
FEBRUARY 1, 2010

SHEET 6 OF 7 D-2663



NOTES:

- ALL DISTANCES SHOWN ARE GROUND GROUND TO GRID SCALE EXCEPT OTHERWISE INDICATED.
- THE MEAN HIGH WATER LINE SHOWN HEREIN IS REFERENCED TO THE VERTICAL DATUM LOCAL BENCHMARK - MHHM - 072 LOCAL BENCHMARK.
- ALL LOT CORNERS AND BOUNDARIES OF LOT 98 AND P.L.S. ARE TO BE WITHIN 0.03' OF CONCRETE MONUMENTS. WHENEVER FEASIBLE, 6" x 6" BARS, STAKED BY CONCRETE, IS TO BE USED OTHERWISE.
- ALL EASEMENTS SHOWN HEREIN, INCLUDING, BUT NOT LIMITED TO, EASEMENTS AND UTILITY EASEMENTS, ARE GRANTED AND TO BE GIVEN BY CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, ITS SUCCESSORS, ASSIGNS AND/OR HEIRESS, 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 COVENANTS/AGREEMENTS AS REFERRED TO IN THE MASTER COVENANTS AS THEY MAY BE MODIFIED, AMENDED AND/OR REPEALED FROM TIME TO TIME.
- IN ACCORDANCE WITH THE MASTER COVENANTS AND THE OTHER COVENANTS/AGREEMENTS AS THEY MAY BE MODIFIED, AMENDED AND/OR REPEALED FROM TIME TO TIME, ALL IMPROVEMENTS/STRUCTURES SHOWN HEREON RESPECTIVE LOTS ARE SUBJECT TO CHANGE AND ALTERATION BY THE CHRISTOPHE HARBOUR DESIGN REVIEW BOARD TO ACCOMMODATE GENERAL HOME DESIGN AND HOME-SITE CHARACTERISTICS.

LEGEND

- ☐ CALCULATED FRONT AND CORNER SETS
- PROPERTY CORNER AT MEAN HIGH WATER
- ◆ PROPERTY CORNER AT MEAN LOW WATER
- PROPERLY CORNER TO BE SET (1/2" REBAR, STAKED WITH CONCRETE, OR 4" COLLIERIE MONUMENT)
- IS IMPROVEMENT SETBACK
- DE BUILDING ENVELOPE
- SSZ SMALL STORY STRUCTURE ZONE
- PAZ RADIOS
- EQM EASEMENT
- U UTILITY EASEMENT IS FROM PROPERTY LINE UNLESS NOTED

**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD
103.23	S 32°25'33" W	41.35	S 95°10'31" E	43.30
64.14	S 27°23'33" W	62.36	S 67°31'33" E	68.25
43.07	S 24°27'33" W	46.39	S 64°35'33" E	49.21
19.04	S 16°25'33" W	19.36	S 56°33'33" E	19.94
10.36	S 10°23'33" W	10.36	S 50°31'33" E	10.36
113.93	S 27°23'33" W	109.87	S 26°10'33" E	122.24
29.29	S 65°21'33" W	29.29	S 24°59'33" E	29.29
92.20	S 60°19'33" W	106.24	S 20°57'33" E	117.90
14.84	S 82°17'33" W	79.63	S 16°55'33" E	111.11
11.95	S 86°15'33" W	1.94	S 16°55'33" E	67.87
8.42	S 88°13'33" W	0.26	S 16°55'33" E	19.29
12	S 90°11'33" W	0.00	S 16°55'33" E	12
10	S 92°09'33" W	0.26	S 16°55'33" E	6.45
7	S 94°07'33" W	0.52	S 16°55'33" E	3.71
4	S 96°05'33" W	1.04	S 16°55'33" E	1.97
2	S 98°03'33" W	2.08	S 16°55'33" E	0.98
1	S 100°01'33" W	4.16	S 16°55'33" E	0.49

**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD
103.23	S 32°25'33" W	128.27	S 22°00'00" E	133.80
272	S 28°18'00" W	129.27	S 22°00'00" E	141.96
320	S 24°10'33" W	130.27	S 22°00'00" E	150.12
368	S 20°03'00" W	131.27	S 22°00'00" E	158.28
416	S 15°55'33" W	132.27	S 22°00'00" E	166.44
464	S 11°48'00" W	133.27	S 22°00'00" E	174.60
512	S 7°40'33" W	134.27	S 22°00'00" E	182.76
560	S 3°33'00" W	135.27	S 22°00'00" E	190.92
608	S 0°25'33" W	136.27	S 22°00'00" E	199.08
656	S 3°33'00" E	137.27	S 22°00'00" E	207.24
704	S 7°40'33" E	138.27	S 22°00'00" E	215.40
752	S 11°48'00" E	139.27	S 22°00'00" E	223.56
800	S 15°55'33" E	140.27	S 22°00'00" E	231.72
848	S 19°52'33" E	141.27	S 22°00'00" E	239.88
896	S 23°50'00" E	142.27	S 22°00'00" E	248.04
944	S 27°47'33" E	143.27	S 22°00'00" E	256.20
992	S 31°45'00" E	144.27	S 22°00'00" E	264.36
1040	S 35°42'33" E	145.27	S 22°00'00" E	272.52
1088	S 39°40'00" E	146.27	S 22°00'00" E	280.68
1136	S 43°37'33" E	147.27	S 22°00'00" E	288.84

**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD
103.23	S 32°25'33" W	138.27	S 22°00'00" E	143.80
206.46	S 28°18'00" W	139.27	S 22°00'00" E	151.96
309.69	S 24°10'33" W	140.27	S 22°00'00" E	160.12
412.92	S 20°03'00" W	141.27	S 22°00'00" E	168.28
516.15	S 15°55'33" W	142.27	S 22°00'00" E	176.44
619.38	S 11°48'00" W	143.27	S 22°00'00" E	184.60
722.61	S 7°40'33" W	144.27	S 22°00'00" E	192.76
825.84	S 3°33'00" W	145.27	S 22°00'00" E	200.92
929.07	S 0°25'33" W	146.27	S 22°00'00" E	209.08
1032.30	S 3°33'00" E	147.27	S 22°00'00" E	217.24
1135.53	S 7°40'33" E	148.27	S 22°00'00" E	225.40
1238.76	S 11°48'00" E	149.27	S 22°00'00" E	233.56
1341.99	S 15°55'33" E	150.27	S 22°00'00" E	241.72
1445.22	S 19°52'33" E	151.27	S 22°00'00" E	249.88
1548.45	S 23°50'00" E	152.27	S 22°00'00" E	258.04
1651.68	S 27°47'33" E	153.27	S 22°00'00" E	266.20
1754.91	S 31°45'00" E	154.27	S 22°00'00" E	274.36
1858.14	S 35°42'33" E	155.27	S 22°00'00" E	282.52

**CURVE TABLE**

CHORD	BEARING	CHORD	BEARING	CHORD
103.23	S 32°25'33" W	138.27	S 22°00'00" E	143.80
206.46	S 28°18'00" W	139.27	S 22°00'00" E	151.96
309.69	S 24°10'33" W	140.27	S 22°00'00" E	160.12
412.92	S 20°03'00" W	141.27	S 22°00'00" E	168.28
516.15	S 15°55'33" W	142.27	S 22°00'00" E	176.44
619.38	S 11°48'00" W	143.27	S 22°00'00" E	184.60
722.61	S 7°40'33" W	144.27	S 22°00'00" E	192.76
825.84	S 3°33'00" W	145.27	S 22°00'00" E	200.92
929.07	S 0°25'33" W	146.27	S 22°00'00" E	209.08
1032.30	S 3°33'00" E	147.27	S 22°00'00" E	217.24
1135.53	S 7°40'33" E	148.27	S 22°00'00" E	225.40
1238.76	S 11°48'00" E	149.27	S 22°00'00" E	233.56
1341.99	S 15°55'33" E	150.27	S 22°00'00" E	241.72
1445.22	S 19°52'33" E	151.27	S 22°00'00" E	249.88
1548.45	S 23°50'00" E	152.27	S 22°00'00" E	258.04
1651.68	S 27°47'33" E	153.27	S 22°00'00" E	266.20

**LINE TABLE**

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
10	S 90°11'33" W	10.36	117	S 28°18'00" E	127.20
11	S 88°13'33" W	10.36	118	S 26°10'33" E	127.20
12	S 86°15'33" W	10.36	119	S 24°10'33" E	127.20
13	S 84°17'33" W	10.36	120	S 22°00'00" E	127.20
14	S 82°17'33" W	10.36	121	S 20°03'00" E	127.20
15	S 80°15'33" W	10.36	122	S 18°05'33" E	127.20
16	S 78°13'33" W	10.36	123	S 16°07'33" E	127.20
17	S 76°11'33" W	10.36	124	S 14°09'33" E	127.20
18	S 74°09'33" W	10.36	125	S 12°11'33" E	127.20
19	S 72°07'33" W	10.36	126	S 10°13'33" E	127.20
20	S 70°05'33" W	10.36	127	S 8°15'33" E	127.20

**LINE TABLE**

LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
114	S 28°18'00" E	127.20	128	S 28°18'00" E	127.20
115	S 26°10'33" E	127.20	129	S 26°10'33" E	127.20
116	S 24°10'33" E	127.20	130	S 24°10'33" E	127.20
117	S 22°00'00" E	127.20	131	S 22°00'00" E	127.20
118	S 20°03'00" E	127.20	132	S 20°03'00" E	127.20
119	S 18°05'33" E	127.20	133	S 18°05'33" E	127.20
120	S 16°07'33" E	127.20	134	S 16°07'33" E	127.20
121	S 14°09'33" E	127.20	135	S 14°09'33" E	127.20
122	S 12°11'33" E	127.20	136	S 12°11'33" E	127.20
123	S 10°13'33" E	127.20	137	S 10°13'33" E	127.20
124	S 8°15'33" E	127.20	138	S 8°15'33" E	127.20

D. J. G. G. G.

SURVEYED BY  
LANCELOT LAND SURVEYOR  
ST. KITTS, WEST INDIES

### A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 85 RESIDENTIAL LOTS

GANDY BANK BAY  
ST. KITTS PENINSULA RESORT DISTRICT  
ST. KITTS, WEST INDIES  
PREPARED FOR:  
**CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY LIMITED**

240 0 120 240 480  
SCALE: 1" = 240 FEET  
FEBRUARY 1, 2008

**EXHIBIT "D"**

**TO**

**SUPPLEMENT**

**Description of the Beach Access Easement Area(s)**

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "**NEW 30' PEDESTRIAN BEACH ACCESS EASEMENT**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010, and attached hereto as **Exhibit "C"**.



**EXHIBIT "E"**

**TO**

**SUPPLEMENT**

**Description of the Beach Parking Easement Area(s)**

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "**VEHICULAR PARKING AREA (FOR BEACH ACCESS)**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010, and attached hereto as **Exhibit "C"**.

**EXHIBIT "F"**

**TO**

**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 at Sandy Bank Bay, 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,**" "**utility easements,**" "**drainage and utility easement**" and/or "**drainage and utility easements**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010, and attached hereto as **Exhibit "C"**.

**EXHIBIT "G"**

**TO**

**SUPPLEMENT**

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

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "**drainage easement,**" "**drainage easements,**" "**utility easement,**" "**utility easements,**" "**drainage and utility easement**" and/or "**drainage and utility easements**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010, and attached hereto as **Exhibit "C"**.

**EXHIBIT "H"**

**TO**

**SUPPLEMENT**

**Description of the Non-Access Area(s)**

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "**vehicular non-access easement area**" or "**vehicular non-access easement areas**" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY PHASE 1 SHOWING 95 RESIDENTIAL LOTS" and dated the 1<sup>st</sup> day of February 2010, and attached hereto as **Exhibit "C"**, including, but not limited to, the following:

- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 98,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 104,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 110,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 116,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 122,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 128,
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 201,
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 203,
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 205, and
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 207.