



NINTH SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

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THIS NINTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Supplement**”) is made this 10th day of December, 2014 (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;

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

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

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Second Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated December 20, 2010, and registered on January 20, 2011, with the Registrar of Titles for the Saint Christopher Circuit (the “**Second Supplement**”);

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated June 2, 2011, and registered on June 10, 2011, with the Registrar of Titles for the Saint Christopher Circuit (the “**Original Third Supplement**”), as modified, amended and/or supplemented by that certain First Amendment to Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated April 1, 2013, and registered on April 19, 2013, with the Registrar of Titles for the Saint Christopher Circuit (the “**First Amended Third Supplement**”), and as further modified, amended and/or supplemented by that certain Second Amendment to Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated January 22, 2014, and registered on January 23, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Second Amended Third Supplement**,” and collectively with the Original Third Supplement and the First Amended Third Supplement, the “**Third Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Fourth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated June 30, 2011, and registered on July 15, 2011, with the Registrar of Titles for the Saint Christopher Circuit (the “**Fourth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Fifth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated September 20, 2013, and registered on December 10, 2013, with the Registrar of Titles for the Saint Christopher Circuit (the “**Fifth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated September 23, 2013, and registered on January 23, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Sixth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated February 27, 2014, and registered on March 6, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Seventh Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Eighth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated December 10, 2014, and submitted for registration with the Registrar of Titles for the Saint Christopher Circuit concurrently with this Supplement (the “**Eighth Supplement**”); and

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

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

WHEREAS, the Master Developer desires to modify, amend and/or supplement the Master Covenants as provided herein to, among other things, (i) annex the Marina Property into Christophe Harbour and to subject the Marina Property to the Master Covenants, (ii) establish a specific District within Christophe Harbour to be known as the "**Marina District**" and to assign the Marina Property to such District, (iii) establish a specific Neighborhood within Christophe Harbour to be known as the "**Yacht Berth Neighborhood**" and to assign the Marina Property to such Neighborhood, and (iv) amend and/or supplement the Master Covenants to, among other things, impose the following additional covenants, conditions, restrictions, easements, obligations and limitations upon the Marina Property.

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

1. Definitions. The following words and terms, when used in this Supplement (unless the context shall clearly indicate otherwise) shall have the meanings set forth below, and all definitions are applicable to the singular and plural forms of such words and terms. Other definitions may appear throughout this Supplement, and shall have the meanings more particularly set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Master Covenants.

1.1 "**Additional Property**" shall mean such additional lands, structures and/or phases of development, if any, as may, but are not required to, become subject to this Supplement in accordance with the Section 2.1 of this Supplement or assigned to the Marina District or the Yacht Berth Neighborhood in accordance with the Master Covenants. The definition of "**Marina Property**" shall not include the Additional Property unless and until any Additional Property is subjected to the terms of this Supplement, at which time such Additional Property shall be deemed to be within the definition of Marina Property.

1.2 "**Harbour**" means the body(ies) of water now or formerly known as the "Great Salt Pond," the "Little Salt Pond," and "Ballast Bay," as the same may be enlarged,

reduced and/or reconfigured in size, shape, location and depth from time to time, together with any and all tidal waters now or hereafter flowing therein and therefrom from time to time.

1.3 **“Improvements”** shall have the meaning given in Section 2.37 of the Master Covenants, and, for purposes of this Supplement, shall include, without limitation, any dock, finger pier, piling, walkway, dolphin, bulkhead, cleat, wall, fence, sign, screen enclosure or screening of any type, disposal system, planting, and any and all other types of structures or improvements, whether or not the purpose thereof is purely decorative or otherwise, and any and all additions, alterations, modifications, or changes thereto or thereof.

1.4 **“Marina”** shall mean and refer to the Marina Property as is now and any Additional Property hereafter made subject to this Supplement and which are intended to be made part of the Marina District.

1.5 **“Marina Basin”** shall mean and refer to that portion of the Marina Property identified as the marina basin on the Plan. If not specifically identified on the Plan, Marina Basin shall mean the area of the Marina Property commonly referred to as the marina basin.

1.6 **“Yacht Berth Common Property”** shall mean and refer to all portions of the Marina Property which are intended for the common use and enjoyment of the Yacht Berth Owners and other persons using the Marina which shall be owned, operated and maintained by the Master Owners’ Association.

1.7 **“Marina Association”** means any condominium association or other owners association having concurrent jurisdiction with the Master Owners’ Association over the Marina or any portion thereof.

1.8 **“Marina Declaration”** means any Declaration of Condominium, Declaration of Covenants, Conditions and Restrictions or other similar instrument now or hereafter Registered with the Registrar of Titles for the Saint Christopher Circuit and applicable to and governing the Marina or any portion thereof.

1.9 **“Marina District”** means the specific District within Christophe Harbour established by this Supplement pursuant to the Master Covenants.

1.10 **“Marina Operator”** shall mean an on-site marina manager or dockmaster appointed or approved by the Master Developer, in its sole discretion, during the Master Developer Control Period, and after the expiration of the Master Developer Control Period, by the Master Owners’ Association, in its sole discretion. The Master Developer, in its sole discretion, during the Master Developer Control Period, and after the expiration of the Master Developer Control Period, the Master Owners’ Association, in its sole discretion, are each hereby authorized and empowered, but not obligated, to exercise any or all rights, powers, responsibilities and other functions assigned to or reserved for the Marina Operator.

1.11 **“Marina Property”** shall mean that certain real property described in Exhibit “A” attached hereto and incorporated herein by reference and any Additional Property

hereafter subjected to this Supplement in accordance with the terms hereof, together with the improvements that have been or will be constructed thereon and all appurtenances thereto.

1.12 **“Master Covenants”** shall mean the Declaration of Covenants, Conditions and Restrictions for Christophe Harbour dated December 29, 2008, and registered on January 26, 2009, with the Register of Titles for the Saint Christopher Circuit in the Planned Community Corporations Index as Planned Community No. 1, as supplemented or amended from time to time.

1.13 **“Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A Plan Showing the Yacht Berths at “A” Dock at The Marina at Christophe Harbour” and dated the 8th day of December 2014, and attached hereto as **Exhibit “C”**.

1.14 **“Property Tax Records Office”** means the Inland Revenue Department for the Federation of Saint Christopher and Nevis, or any successor office thereto.

1.15 **“Supplement”** means this NINTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR, as it may be modified, amended and/or supplemented from time to time.

1.16 **“Tender”** shall mean and refer to a boat or other water craft which is normally stored on the primary Vessel occupying a Yacht Berth.

1.17 **“Parcel U Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A BOUNDARY PLAN OF PARCEL U CONTAINING 4.716 ACRES” and dated the 18th day of November, 2014, and attached hereto as **Exhibit “B”**.

1.18 **“Vessel”** shall mean and refer to any Yacht Berth Owner’s leisure or recreational motor boat, sailboat or other water craft which is self-propelled and in a seaworthy condition, together with any Tender kept thereon. The term “Vessel” shall include all vessels kept in a Yacht Berth or otherwise operated within the Marina.

1.19 **“Yacht Berth”** shall mean and refer to the fee simple title to a portion of the Marina Property, together with riparian rights and air rights, within the Marina Property and designated as a Yacht Berth on the Plan, being the area intended to be used and occupied by a Vessel, excluding therefrom any Improvements or portions of Improvements contained in such Yacht Berth. Each Yacht Berth shall be utilized for the sole purpose of mooring a Vessel, which shall be subject to the approval of the Marina Operator.

1.20 **“Yacht Berth Neighborhood”** means the specific Neighborhood within Christophe Harbour established by this Supplement pursuant to the Master Covenants.

1.21 **“Yacht Berth Owner”** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Yacht Berth. In all cases, the term “Yacht Berth Owner” shall exclude any mortgagee unless and until such mortgagee has acquired

the fee simple title, or a leasehold interest, in a Yacht Berth pursuant to foreclosure or any proceeding in lieu of foreclosure.

2. Annexation of Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Marina Property is hereby annexed into and made a part of Christophe Harbour and subjected to the Master Covenants. The Master Developer hereby further declares that all of the Marina 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 Marina Property and 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 Marina 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 Marina Property.

2.1 Annexation of Additional Property. The Master Developer, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Supplement; but under no circumstance shall the Master Developer be required to make such additions, and no Additional Property owned by the Master Developer shall in any way be affected by or become subject to this Supplement, until such time, if ever, such Additional Property is subjected to this Supplement and added to the Marina Property. Any additions to the Marina Property authorized under this Supplement shall be made by registration, from time to time, of an amendment to this Supplement, executed by the Master Developer (and the owner of such additional property to the extent the same is not owned by the Master Developer), which shall extend the covenants, conditions and restrictions contained herein to such Additional Property. Such amendment to this Supplement may contain such amendments or additional provisions as the Master Developer may deem necessary. The Master Developer shall not be required to obtain the approval or consent of any Yacht Berth Owner, any Owner or any Person claiming by, through, or under any Yacht Berth Owner or any Owner to add any Additional Property to the Marina Property pursuant to this Section.

3. Establishment of District; Assignment to District; District Assessments.

3.1 Establishment of and Assignment to District. Pursuant to Section 11.1 and other sections of the Master Covenants, a District to be known as the “**Marina District**” is hereby established within Christophe Harbour and shall include the Marina Property. Further, the Marina Property is hereby assigned to and is now a part of the Marina District.

3.2 District Assessments. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, all properties within the Marina District shall be subject to District Assessments as provided in the Master Covenants.

3.2.1 If Additional Property is assigned to the Marina District, the Master Developer, in its sole and absolute discretion, may designate the basis on which such Additional Property shall be charged and shall have the right to designate different levels of District Assessments for the Yacht Berths or other Units located within the Additional Property.

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

4.1 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 “**Yacht Berth Neighborhood**” is hereby established within Christophe Harbour and shall include the Marina Property. Further, the Marina Property is hereby assigned to and is now a part of the Yacht Berth Neighborhood.

4.2 Neighborhood Assessments. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, all properties within the Marina District shall be subject to Neighborhood Assessments as provided in the Master Covenants. Neighborhood Assessments may be assessed on Yacht Berths to pay for estimated Neighborhood Expenses in accordance with a formula as follows: A Yacht Berth's allocated share of all estimated Neighborhood Expenses shall be a fraction with the numerator being the length of the Yacht Berth and the denominator being the total of the lengths of all Yacht Berths. Notwithstanding the foregoing, Neighborhood Assessments for the Yacht Berths may be assessed in any other manner permitted by the Master Covenants.

4.2.1 If Additional Property is assigned to the Yacht Berth Neighborhood, the Master Developer, in its sole and absolute discretion, may designate the basis on which such Additional Property shall be charged and shall have the right to designate different levels of Neighborhood Assessments for the Yacht Berths or other Units located within the Additional Property.

4.3 Unit Designation(s). The Marina Property as shown on the Plan shall initially consist of twenty-three (23) numbered Yacht Berths, each of which is, or will be, established as a condominium unit pursuant to a Marina Declaration. Each of the twenty-three (23) numbered Yacht Berths comprising the Marina Property is hereby designated a Residential Lot; provided, however, each Yacht Berth shall be classified as a Dwelling Unit as of the applicable date set forth in Section 8.9(b)(iii) of the Master Covenants.

4.4 Permitted Use(s). In addition to the use limitations placed upon the Marina Property by the Master Covenants, this Supplement, the other Governing Documents and any Marina Declaration, the Yacht Berths within the Marina Property shall be used for the sole purpose of mooring a Vessel, which Vessel shall be subject to the approval of the Marina Operator and for such other limited purposes as permitted by this Supplement.

5. Yacht Berth Common Property.

5.1 Designation of Limited Common Elements. The portions of Christophe Harbour comprising the Yacht Berth Common Property are hereby designated as Limited Common Elements reserved for the exclusive use or primary benefit of all Yacht Berth Owners; provided, however, those certain portions of the Yacht Berth Common Property designated on the Plan or in any Marina Declaration as reserved for the exclusive use of one or more, but less than all, Yacht Berths shall be deemed to be Limited Common Elements only of the benefitted Yacht Berth(s).

5.2 Management of Yacht Berth Common Property. The Marina Operator shall, subject to the supervision and control of the Master Developer during the Master Developer Control Period, and the Master Owners' Association after the Master Developer Control Period, manage and operate the Yacht Berth Common Property.

5.3 Rules and Regulations Governing Use of Yacht Berth Common Property. The Master Developer and, after the expiration of the Master Developer Control Period, the Master Owners' Association shall regulate the use of all Yacht Berths and the Yacht Berth Common Property by Yacht Berth Owners, and may from time to time promulgate such rules and regulations consistent with the Master Covenants, this Supplement, any Marina Declaration and the other Governing Documents regulating the use thereof as it may deem to be appropriate. A copy of all rules and regulations established hereunder and any amendments thereto shall be made available to all Yacht Berth Owners at the office of the Marina Operator. Such rules and regulations and all provisions, restrictions and covenants as now or hereafter provided, including, without limitation, all occupancy and use restrictions contained in this Supplement, may be enforced by legal or equitable action of the Master Owners' Association.

5.4 Yacht Berth Owner's Easements of Enjoyment. Subject to the provisions of the Master Covenants, this Supplement, any Marina Declaration and the other Governing Documents, each Yacht Berth Owner shall have a right and non-exclusive easement of enjoyment in and to the Yacht Berth Common Property, which easement shall be appurtenant to, and may not be separated from, and shall pass with, the title to each Yacht Berth.

5.5 Extent of Yacht Berth Owner's Easement. The rights and easements of enjoyment in and to the Yacht Berth Common Property created hereby shall be subject to the following:

5.5.1 The right of the Master Developer, and after the Master Developer Control Period, the Master Owners' Association, to borrow money for the purpose of improving the Marina Property and, in connection therewith, to mortgage the Yacht Berth Common Property.

5.5.2 The right of the Master Developer, and after the Master Developer Control Period, the Master Owners' Association, to take such steps as are reasonably necessary to protect the Marina Property against foreclosure.

5.5.3 The right of the Master Owners' Association to suspend the enjoyment rights and easements of any Yacht Berth Owner for use of the Yacht Berth Common Property for any period during which any Assessment(s), fine or any other amount due remains unpaid by the Yacht Berth Owner and for any period during which such Yacht Berth Owner is in violation of the Master Covenants, this Supplement, any Marina Declaration or the other Governing Documents, or any rules and regulations promulgated by the Master Developer or the Master Owners' Association.

5.5.4 The right of the Master Owner's Association to maintain the Marina Property. For the purpose of performing its maintenance obligations and all of the removal, maintenance and other work and inspections permitted under this Supplement, the

Master Owners' Association, through its duly authorized agents, employees or independent contractors, shall have the right, after reasonable notice to the Yacht Berth Owner, to enter upon any Yacht Berth or Vessel at reasonable hours on any day, and an easement therefor is hereby expressly granted. Such notice shall not be required in the event of an emergency where a delay in entry would result in damage to any Yacht Berth, Vessel, Marina Property or persons or other property.

5.5.5 The rules and regulations governing the use and enjoyment of the Yacht Berths and the Yacht Berth Common Property, as promulgated, and amended from time to time, by the Master Developer or the Board, as applicable.

5.5.6 All of the provisions of the Master Covenants, this Supplement, any Marina Declaration, and the other Governing Documents, as the same may be amended from time to time.

5.5.7 Such easements as may be granted or reserved separately by the Master Developer or the Master Owners' Association.

5.5.8 The right of the Master Owners' Association to charge District Assessments and Neighborhood Assessments to Yacht Berth Owners for each Yacht Berth for the purpose of maintaining the Yacht Berth Common Property and facilities in compliance with the provisions of this Supplement and for such other purposes as may be authorized pursuant to the provisions hereof.

5.5.9 The right of fire, police, health and sanitation and other public service personnel and vehicles to have access to, and use of, the Yacht Berth Common Property for the purpose of performing their duly authorized duties.

5.5.10 In case of any emergency originating in, or threatening any Yacht Berth, regardless of whether the Yacht Berth Owner is present at the time of such emergency, the Master Developer, the Master Owner's Association, the Marina Operator or any other person authorized by the Marina Operator, shall have the right to enter such Yacht Berth and the Vessel located therein for the purpose of remedying or abating the cause of such emergency.

5.5.11 The right of the Master Developer to develop the Marina and Christophe Harbour, including the construction of Improvements thereon, which may include additional Yacht Berths.

5.5.12 The right of guests, invitees, employees and other designees of the Master Developer, the Master Owners' Association or the Marina Operator to park their vehicles (the term "vehicles" to include construction vehicles and other heavy equipment necessary for the construction of Christophe Harbour facilities, including without limitation, a hotel and related facilities) in any designated parking areas within the Marina.

5.5.13 The right of the Master Developer, the Master Owners' Association, and their respective designees, successors and assigns, to dredge the submerged land in the Marina Basin as deemed necessary from time to time by the Master Developer or, after the Master Developer Control Period, by the Master Owners' Association.

5.5.14 The right of the Master Developer, the Master Owners' Association or the Marina Operator to require a Yacht Berth Owner to relocate his Vessel due to the construction of Improvements within Christophe Harbour.

5.5.15 The right of any party who may have the exclusive right to provide Vessel repair service within the Marina, to have access to, and use of, portions of the Yacht Berth Common Property in order to provide such service.

6. Easements.

6.1 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 the Marina Property (any such portions of the Marina Property being referred to herein as 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 Marina 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 over and upon the Marina Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Marina Property. The Utility Easement shall be for the benefit of and an appurtenance to the Marina Property and the rest of Christophe Harbour, and shall be a burden upon the Utility Easement Areas.

6.2 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 Marina Property, including each Yacht Berth 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:

6.2.1 the right to adjust the depth, elevation and contours of the Marina Property by, among other things, grading, clearing, dredging, excavating and/or filling all or certain portions of the Marina Property, including each Yacht Berth and Unit therein;

6.2.2 the right to clear cut as necessary any vegetation;

6.2.3 the right to grade the edges of hillside Residential Lots and Units in order to create the side slopes needed to avoid, if possible, retaining walls; and

6.2.4 the right to build and construct any such walls or slopes.

6.3 Harbour Development Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, and its successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and

appurtenant easement (the “**Harbour Development Easement**”) on, over, under, within, through and across and right to use those portions of the Marina Property now or hereafter submerged beneath the waters of the Harbour (any such portions of the Marina Property being referred to herein as the “**Harbour Development Easement Areas**”) (provided, however, in no event whatsoever (including as a result of accretion or receding ocean or other tidal waters) shall the Harbour Development Easement Areas ever be deemed to cover an area smaller than the currently submerged portions of the Marina Property as shown on the Parcel U Boundary Plan and the Plan) for the purposes of constructing, installing, using, operating, maintaining, improving, repairing, developing, accessing and enjoying the Harbour, and for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary or desirable in connection with such construction, installation, use, operation, maintenance, improvement, repair, development, access and enjoyment, including, without limitation:

6.3.1 the right to adjust the depth, elevation (up or down) and contours of the Harbour Development Easement Areas by, among other things, grading, clearing, dredging, excavating and/or filling all or certain portions of the Harbour Development Easement Areas;

6.3.2 the right to clear cut as necessary any vegetation;

6.3.3 the right to travel over such Harbour Development Easement Areas via boat or other watercraft;

6.3.4 the right to grade the edges of waterfront Residential Lots and Units in order to create the side slopes needed to avoid, if possible, bulkheads and retaining walls; and

6.3.5 the right to build and construct any such walls or slopes, including, but not limited to, any bulkheads or retaining walls along existing or future waterfront.

6.4 Easement for Relocating or Removing Vessels. The Marina Operator shall have a non-exclusive easement over and across each Yacht Berth for purposes of relocating a Vessel at the request of the Yacht Berth Owner or for removing a Vessel in accordance with **Section 8.1.10**. The Marina Operator and any management company shall not be liable for any damage or destruction to a Vessel caused by the negligence of the Marina Operator or any management company in connection with the relocation or removal of any Vessel in Christophe Harbour.

6.5 Easement for Authorized Technicians. A non-exclusive easement is hereby granted to any party designated by the Master Developer or the Marina Operator to service and repair Vessels within the Marina and its employees and invitees, throughout the Yacht Berth Common Property for all purposes in connection with the provision of such boat service and repair work.

6.6 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 Marina Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this Section 6.

6.7 Fuel Easement. 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 “**Fuel Easement**”) on, over, under, within, through and across and right to use the Marina Property 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 purpose of selling and providing fuel to Vessels, together with the right of ingress, egress, regress and access to and from the Fuel Easement over and upon the Marina Property.

7. 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 (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 Yacht Berth benefitted by such easement; (ii) shall not materially reduce or impair the usefulness or function of the Moveable Easements, as reconfigured or relocated; (iii) shall be performed without cost or expense to the other Persons entitled to use the Moveable Easements (other than the Master Owners’ Association and its Members); and (iv) shall be completed in a good and workmanlike manner using materials and design standards which equal or exceed those originally used. If the Master Developer or the Master Owners’ Association exercises its reconfiguration or relocation rights as set forth above, the Master Developer or the Master Owners’ Association, as the case may be, may prepare and Register a Plan, at the Master Owners’ Association’s sole cost and expense, showing the actual location of the Moveable Easements, as reconfigured or relocated, and the Master Developer or the Master Owners’ Association, as the case may be, may execute and Register an amendment to this Supplement setting forth the actual location of the Moveable Easements, as reconfigured or relocated, and no joinder, consent or approval of any other Person to any such plan or amendment shall be required, except for the Owner of the land upon which the particular Moveable Easement has been reconfigured or relocated.

8. Use Restrictions.

8.1 Restrictions on Use of Yacht Berths and Yacht Berth Common Property.

8.1.1 Use.

(a) Except as otherwise authorized by written agreement of the Master Developer, each Yacht Berth shall be used only for the mooring of one (1) Vessel in seaworthy condition. No houseboat (except houseboats located within the commercial areas of

the Marina Property), floating home, house-like barge, seaplane, nondisplacement (i.e., air cushion) or commercial marine vessels (except charter Vessels approved by the Marina Operator in accordance with **Section 8.1.2**) shall be permitted to be kept in a Yacht Berth. In the event of any dispute as to whether a particular vessel or boat is permitted to be kept in a Yacht Berth or otherwise operated within the Marina, the determination of the Marina Operator made in its sole discretion shall be dispositive.

(b) Each Yacht Berth Owner shall keep his Yacht Berth and Vessel at all times in a neat, attractive and safe condition, and the Master Owners' Association may levy a fine and/or Specific Assessment against such Yacht Berth Owner for the cost of maintaining the appearance and safety of his Yacht Berth and Vessel, plus an administrative fee of not more than twenty-five percent (25%) of such cost. Notwithstanding the foregoing, the Master Owners' Association shall have no liability to any Yacht Berth Owner or other person or entity for any damage caused by the failure of a Yacht Berth Owner to keep his Yacht Berth or Vessel in a safe condition.

8.1.2 Commercial Activities. Except with respect to any areas of the Marina Property designated by the Master Developer for commercial use (the "**Commercial Areas**"), no commercial fishing, drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Yacht Berth or any part thereof. The foregoing shall not apply to the sales or leasing activities of the Master Developer, the Marina Operator and their respective affiliates, nor to the Commercial Areas, nor to any lawful dredging operation, nor to fuel tanks and equipment installed or authorized by the Master Developer, the Master Owners' Association, any Marina Association or the Marina Operator for the purpose of providing fuel to Vessels, nor shall the foregoing prohibit or interfere with the right of the Master Developer or its affiliates to utilize or lease Yacht Berths owned by the Master Developer for commercial marine purposes. In addition, nothing contained herein shall be construed to prohibit or limit the operation of the other facilities which may be located within Christophe Harbour. Notwithstanding the foregoing, a Yacht Berth Owner may use his or her Yacht Berth for charter operations of a Vessel or for other commercial activities of limited duration and scope (i.e. use of a Vessel in a Yacht Berth as a hospitality boat for the duration of a regatta or similar event at the Marina) as approved in writing and subject to such terms and conditions established by the Marina Operator in its sole discretion.

8.1.3 Pets. No pets, other than dogs and cats, shall be permitted in or about the Marina. All pets brought into the Marina shall be leashed (when not on a Vessel) and shall be attended at all times. Pet owners are responsible for cleaning up after their pets. The Marina Operator shall have the right, in its sole and absolute discretion, to order the removal of any pet which disturbs, annoys, intimidates or otherwise causes a nuisance. In such event, the Marina Operator shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Marina.

8.1.4 Mooring. Each Yacht Berth Owner is solely responsible for the proper mooring of his Vessel and is required to maintain mooring lines in good condition and sufficiently strong to secure the Vessel at all times. Any special mooring rules or procedures issued by the Marina Operator shall be complied with at all times. No Yacht Berth Owner may

install a boat lift for the dry storage of Vessels, nor shall dry storage of Vessels be permitted by any other means whatsoever.

8.1.5 Hurricane, Storms and High Wind Threat. During hurricanes, storms and other high velocity wind threats, each Yacht Berth Owner shall be responsible for following all safety precautions that may be issued or recommended by the Marina Operator or any applicable governmental agency. The Marina Operator may require that Vessels be relocated within the Marina, or removed from the Marina, in advance of any threatened hurricane, storm or other high velocity wind threats. If a Yacht Berth Owner's Vessel sinks as a result of a storm, or for any other reason, the Yacht Berth Owner must remove the sunken Vessel from the Marina immediately after the occurrence of such event and, if not so removed within a reasonable period of time, not to exceed fourteen (14) days, after the sinking, the Marina Operator may (but shall not be obligated to) remove the sunken Vessel and impose a Specific Assessment against the Yacht Berth Owner for the cost of such removal. Each Yacht Berth Owner agrees to indemnify, defend and save the Marina Operator, its agents, employees and designees for and from any and all loss or damage incurred in connection with the exercise or nonexercise of the Marina Operator's rights hereunder. If a Yacht Berth Owner plans to be absent during the hurricane season, such Yacht Berth Owner must prepare his Yacht Berth and secure or remove, as appropriate, his Vessel prior to his departure in accordance with the standards established by the Marina Operator (or in the absence thereof, with all due care), designate a responsible firm or individual to care for his Yacht Berth and Vessel should there be a hurricane or other storm, and furnish the Marina Operator with the name, address and telephone number of such firm or individual. Such firm or individual shall be subject to the approval of the Marina Operator. The Yacht Berth Owner shall be liable for all damages caused to the Yacht Berth Common Property and to the Yacht Berths, Vessels or other property of other Yacht Berth Owners for such Yacht Berth Owner's improper preparation or failure to remove, as the case may be, of his Yacht Berth and Vessel for hurricanes and other storms. Notwithstanding anything contained herein to the contrary, the Marina Operator may also levy fines in accordance with the rules and regulations if the Yacht Berth Owner fails to abide by the provisions of this paragraph. Notwithstanding the right of the Marina Operator to enforce the foregoing requirements, neither the Marina Operator nor any management company shall be liable to any Yacht Berth Owner or other person or entity for any damage to persons or property caused by a hurricane, storm or other high wind.

8.1.6 Improvements. No Yacht Berth Owner shall erect or maintain any fence, gate or other barrier, or other Improvement on any portion of the Yacht Berth Owner's Yacht Berth or the Yacht Berth Common Property without the prior written approval of the Master Developer and the DRB.

8.1.7 Open Fires. No open fires shall be permitted on any Vessel, Yacht Berth or any Yacht Berth Common Property, except in any areas which may be approved for such use by the Marina Operator, and no charcoal, starting fluids or similarly used substances shall be kept in any portion of the Marina Property.

8.1.8 Cleaning of Fish. No fish or other marine life of any kind shall be cleaned, prepared or processed in any manner on the Yacht Berth Common Property except in those portions of the Yacht Berth Common Property specifically designated for such use by the

Marina Operator. All fish carcasses shall be placed in plastic bags and disposed of in the same manner as other garbage as determined by the Marina Operator.

8.1.9 Garbage and Other Waste. No garbage, or other waste of any kind, including without limitation, fish carcasses, shall be dumped, deposited or emptied into the water in or around any Yacht Berth or the Marina Basin. Violation of this paragraph shall give the Master Owners' Association or the Marina Operator the right to levy fines against the Yacht Berth Owner of the Yacht Berth which was the source of such dumping or depositing, in addition to all other remedies.

8.1.10 Inspection and Removal of Vessels. The Marina Operator shall have the right to inspect any Vessel in the Marina to determine its seaworthiness, cleanliness and compliance with all applicable governmental fire, safety and other laws and regulations, as well as to determine whether the Vessel fits within the applicable Yacht Berth. The Marina Operator shall have the right (but shall not be required) to remove any Vessel from the Marina which fails to comply with said regulations or fails to fit within the applicable Yacht Berth. Each Yacht Berth Owner shall indemnify, defend and save the Marina Operator, its agents, employees and designees harmless from and against any loss or damage incurred in connection with the exercise or nonexercise of the Marina Operator's rights hereunder.

8.1.11 Public Authorities. Notwithstanding anything contained herein to the contrary, the Marina Operator may permit watercraft of law enforcement and other public authorities to tie up to and be kept on any portion of the Yacht Berth Common Property designated for such use by the Marina Operator.

8.1.12 Enforcement of Violations. The Marina Operator (with the approval of the Master Developer during the Master Developer Control Period, and, after the Master Developer Control Period, with the approval of the Board) may establish and charge fines for violations by the Yacht Berth Owners or their family members, guests, invitees, licensees, employees or agents of this Supplement and any rules and regulations applicable to the Yacht Berths or the Marina and such fines shall be treated as Specific Assessments and shall be collectible as such and upon any delinquency in the payment of any such fine the Master Owners' Association shall have all rights as set forth in the Master Covenants, this Supplement and the other Governing Documents. In addition, the Marina Operator will have the right to have any vehicle which is in violation of a parking regulation towed at the Yacht Berth Owner's expense.

8.1.13 Temporary Structures. No structure or object of a temporary character such as, but not limited to, trailers, vans, tents, shacks, sheds, dock boxes (other than any dock box, if any, provided by the Master Developer on each finger pier) or temporary or accessory buildings or structures, shall be erected, kept or maintained on the Marina Property, or any part thereof. This restriction shall not apply to temporary structures used by the Master Developer or the Marina Operator for development, construction, sale or leasing of Yacht Berths.

8.1.14 Nuisances. No use or practice which is either an annoyance to Yacht Berth Owners or an interference with the peaceful possession and proper use of the Marina Property by the Yacht Berth Owners shall be allowed. No Yacht Berth Owner shall

commit or permit any nuisance or any immoral or illegal activity in or about the Marina Property. For greater clarification, no Yacht Berth Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Yacht Berth Owners, or allow any such noise or disturbance to be made within the Marina Property.

8.1.15 Access to Yacht Berths. Whenever the Marina Operator is permitted or required to enter any Yacht Berth for the purpose of correction, repair, cleaning, clearing, or in the event of an emergency, or any other required or permitted activity, such entrance shall not be deemed a trespass.

8.1.16 Signs. Except in connection with development, sales or leasing of Yacht Berths by or through the Master Developer or its affiliates, and except in connection with the sales of Vessels by the Master Developer or its designee, no signs, advertisements or notices of any kind, shall be displayed to the public view on any Yacht Berth, any Vessel or on the Yacht Berth Common Property, without the prior written approval of the Master Developer during the Master Developer Control Period, and, after the Master Developer Control Period, with the prior written approval of the Board and the DRB, provided, however, that the Master Developer, its affiliates and owners and occupants of the Commercial Areas shall be permitted to post and maintain signs or advertisements in the Commercial Areas, subject to prior written approval of the approval of the Master Developer during the Master Developer Control Period, and, after the Master Developer Control Period, with the prior written approval of the Board and the DRB. The foregoing shall not prohibit lettering, registration numbers, flags and other displays customarily found on recreational watercraft. Notwithstanding the foregoing, a Yacht Berth Owner may display signs from his or her Yacht Berth or Vessel for a limited duration (i.e. signs related to a hospitality boat for the duration of a regatta or similar event at the Marina) as approved in writing and subject to such terms and conditions established by the Marina Operator in its sole discretion.

8.1.17 Marina Appearance.

(a) No Yacht Berth may be occupied by a Vessel unless such Vessel meets the standards of the Marina Operator (with the approval of the Master Developer during the Master Developer Control Period, and, after the Master Developer Control Period, with the approval of the Board). The minimum standards, as promulgated and enforced by the Marina Operator, shall require the Vessel to comply with the terms hereof, the rules and regulations adopted by the Marina Operator and all other documents in connection therewith. The Marina Operator shall have the right to (i) approve or disapprove any Vessel which the Marina Operator determines does not meet the standards of the Marina Operator, or (ii) cause the immediate removal of any Vessel which is not in compliance with the Master Covenants, this Supplement, the other Governing Documents, the rules and regulations or any other documents in connection therewith. The rights and powers granted to the Marina Operator under this Supplement, including the right to approve or disapprove any Vessel, or remove any Vessel as aforesaid, shall not be deemed to create any liability of the Marina Operator or of its officers, directors or members as to the unsafe or unseaworthy condition of any Vessel or any damage to persons or property arising therefrom.

(b) Neither the Marina Operator, the directors, officers or members of the Marina Operator, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Yacht Berth Owner or any other party due to any mistakes in judgment, negligence or any action of the Marina Operator in connection with the approval or disapproval of any proposed Improvements or any Vessel. Each Yacht Berth Owner and occupant of any property within the Marina, by acquiring title thereto or an interest therein, or by assuming possession thereof, agrees that they shall not bring any action or suit against the Marina Operator, the directors, officers or members of the Marina Operator, or their respective agents, in order to recover any damages caused by the actions of the Marina Operator, the directors or officers of the Marina Operator, or their respective agents.

8.1.18 Commercial Vehicles. Except as otherwise permitted under this Supplement, no trucks, commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other type, or recreational vehicles, shall be permitted to be parked or to be stored at any place on the Marina Property, nor shall any boat or watercraft be stored or parked on any portion of the Marina Property except that each Yacht Berth Owner may moor a Vessel in his Yacht Berth. This Section shall specifically prohibit vehicles to be located on any portion of the Marina Property used for purposes of transporting or discharging fuel to Vessels except that the foregoing shall not apply to such vehicles authorized by the Master Developer, the Master Owners' Association, the Marina Operator or their designees. Any vehicle or Vessel parked or stored in violation of these or other restrictions contained herein or in the rules and regulations now or hereafter adopted may be towed or removed by the Marina Operator at the sole expense of the Yacht Berth Owner responsible for such vehicle or Vessel. The Marina Operator shall not be liable to the Yacht Berth Owner for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such lawful towing.

8.1.19 Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited except in trash receptacles as permitted by the Marina Operator. The requirements from time to time of the applicable governmental authorities for disposal or collection of solid waste shall be followed. The equipment, trash bins or trash cans for the storage or disposal of such material shall be provided by the Marina Operator at various locations in the Marina. The Marina Operator shall be responsible for keeping the equipment in a clean and sanitary condition and for disposing of all garbage, refuse, trash or rubbish in compliance with all applicable requirements.

8.1.20 Hazardous or Toxic Waste. The handling, storage, transportation and disposal of hazardous or toxic materials shall be prohibited within the Marina; provided, however, that this shall not prohibit the proper handling, storage and transportation of petroleum products used by a Yacht Berth Owner in connection with the operation of his Vessel. The Marina Operator shall have the right to immediately remove, or cause the removal of, any hazardous or toxic material within the Marina. The foregoing shall not apply to fuel tanks and equipment installed or authorized by the Master Developer, the Master Owners' Association, any Marina Association or the Marina Operator for the purpose of providing fuel to Vessels.

8.1.21 Pumping of Bilges. Each Yacht Berth Owner is responsible to insure that any bilge water pumped into the waters of the Marina does not contain any petroleum or other hazardous or toxic materials. For purposes of this paragraph, hazardous or toxic

materials shall be as defined by applicable laws and regulations. Each Yacht Berth Owner shall indemnify, defend and save the Master Developer, the Master Owners' Association, any Marina Association and the Marina Operator harmless from and against any damages, claims and liability resulting from or arising out of the violation of the requirements of this paragraph by such Yacht Berth Owner. All expenses incurred by the Marina Operator in connection with compliance with all environmental and related laws shall be a District Expense.

8.1.22 Sanitary Equipment. Each Vessel must have such sanitary equipment on board as is required by all applicable governmental authorities and by the standards established by the Marina Operator pursuant to **Section 8.1.17**. No Vessel shall be deemed to be in compliance with this Section if such equipment is not fully operational or if such equipment such as a holding tank or approved marine sanitary system is bypassed or altered contrary to such requirements. The Marina Operator shall have the right to board all Vessels upon reasonable notice to inspect same for compliance with this requirement.

8.1.23 Laundry. No portion of the Yacht Berth Common Property, and no Vessel, shall be used for the displaying or hanging of laundry.

8.1.24 Swimming. No recreational swimming shall be permitted within the waters of the Marina, and no recreational diving shall be permitted from the Yacht Berth Common Property or from any Vessel.

8.1.25 Live Aboards. No Vessel within the Marina may be occupied overnight for a period in excess of fourteen (14) nights without the prior written approval of the Marina Operator.

8.1.26 Vessel Size. Each Vessel must fit within the boundaries as the Marina Operator may from time to time adopt, including all bowsprits, booms, pulpits and other projections and overhangs.

8.1.27 Vessel Requirements. All Vessels must: (a) be fully equipped and operable for operation on the sea (except during a period of temporary repairs not to exceed fifteen (15) days); (b) be equipped with all safety equipment required by all applicable laws and regulations; and (c) comply with all applicable licensing and registration requirements.

8.1.28 Customs and Immigration. Promptly upon entering the Marina, each Yacht Berth Owner shall clear his Vessel and crew with the Federation customs and immigration representatives stationed at the Marina or at such other location(s) as the Federation may require.

8.1.29 Temporary Removal of Vessels. From time to time, the Marina Operator may require that all Vessels be removed for maintenance, repairs and dredging at which time the Yacht Berth may be entered for such period as may be necessary. To the extent that submerged land may be removed from the Yacht Berth, it will be treated as the property of the Marina Operator, and need not be replaced.

8.1.30 Subdivision of Yacht Berths. No Yacht Berth shall be subdivided by a Yacht Berth Owner to form a smaller Yacht Berth. Notwithstanding the foregoing

prohibition, the Master Developer shall have the right to make adjustments in the boundary lines of any Yacht Berths owned by the Master Developer, provided that such adjustment does not materially and adversely affect the interests of any other Yacht Berth Owner.

8.1.31 Additional Protective Covenants. The Master Developer may include in any Marina Declaration or any contract or conveyance documents for any Yacht Berth, additional protective covenants and restrictions not inconsistent with those contained herein.

8.1.32 Marina Operator. The foregoing use restrictions set forth in this **Section 8.1** shall not apply to the Master Developer or the Marina Operator in connection with their development, sales or leasing activities.

8.2 Rules and Regulations. No person shall use the Yacht Berth Common Property or any Yacht Berth, in any manner contrary to, or not in accordance with, the rules and regulations which may be promulgated by the Master Developer, the Master Owners' Association or the Marina Operator whether or not such rules and regulations are restated herein in whole or in part.

9. Insurance.

9.1 The Master Owners' Association. The Master Owners' Association is hereby authorized to purchase insurance on the Yacht Berth Common Property in such amounts, with such deductibles, and with such companies as the Master Owners' Association shall deem appropriate.

9.2 Mandatory Vessel Coverage. Each Yacht Berth Owner shall maintain one or more policies of insurance on the Vessel occupying his Yacht Berth with an insurance company rated "A" or above by A.M. Best Company, Inc., which must include (i) at least One Million United States Dollars (US\$1,000,000.00) of general liability coverage, (ii) salvage coverage, and (iii) coverage for environmental damage and contamination, and such policy or policies shall name the Master Developer, the Master Owners' Association, any applicable Marina Association and the Marina Operator as additional insureds. Notwithstanding any provision herein to the contrary, the Master Developer, the Master Owners' Association, any applicable Marina Association and the Marina Operator have no obligation to monitor or otherwise verify that any Yacht Berth Owner has procured and/or is maintaining the insurance policies required by this **Section 9.2**.

10. Sales and Leasing of Yacht Berths.

10.1 Leasing of Yacht Berths.

10.1.1 No Yacht Berth Owner, other than the Master Developer, may lease, and no lessee may sublease, a Yacht Berth except in accordance with this Section. All references herein to leases shall be deemed to also include applicable subleases and lessees to include sublessees.

10.1.2 The Master Developer (or its designated assignee, Affiliate or subsidiary) shall have the exclusive right to provide listing and other brokerage services related to the leasing of all Yacht Berths located in the Marina. By accepting an Instrument of Transfer for a Yacht Berth, each Owner acknowledges and agrees that upon the Owner's intent to lease the Yacht Berth, the Owner will enter into an exclusive listing agreement with the Master Developer (or its designated assignee, Affiliate or subsidiary). This Section shall apply to all Owners, Owner's heirs, assigns, successors, tenants, lessees and any Occupant of a Yacht Berth.

10.1.3 Any lease of a Yacht Berth must be for the entire Yacht Berth, including all appurtenances thereto; provided, however, the Master Developer may permit a Yacht Berth Owner to lease less than the entire length of a particular Yacht Berth. All leases shall be in the form promulgated by the Master Developer from time to time, or in the absence of such a form, on such form of lease as is submitted to the Master Developer and approved thereby, which approval may be withheld by the Master Developer in its sole discretion. The lessor and lessee of the Yacht Berth shall promptly supply to the Master Developer such additional information as it may reasonably require in connection with its determination of whether or not to grant its approval. The Master Developer shall have the right (but not the obligation) to approve or disapprove any and all leases, lessees or occupants of a Yacht Berth.

10.1.4 The minimum standards for the approval of a lease shall be:

(a) The lease shall provide that the lessee (and his family, guests, licensees, invitees and agents) shall comply with all provisions of the Master Covenants, this Supplement and the other Governing Documents, and all applicable rules and regulations of the Marina Operator;

(b) The lease shall provide that the Yacht Berth Owner and the lessee shall jointly and severally indemnify the Master Developer, the Master Owners' Association, the Marina Operator, and all other Yacht Berth Owners for any negligent or intentional acts or omissions of the lessee committed within the Marina;

(c) The lease shall provide that it may be terminated by the Master Developer immediately in the event of the Yacht Berth Owner's or lessee's failure to comply with the provisions of the Master Covenants, this Supplement and the other Governing Documents, and all applicable rules and regulations of the Marina Operator;

(d) The lease shall provide that the lessee's Vessel shall comply with the Master Covenants, this Supplement and the other Governing Documents, and all applicable rules and regulations of the Marina Operator and that the Master Developer or the Marina Operator shall have the right to approve or disapprove a Vessel and cause the immediate removal of any Vessel which is not in compliance with the Master Covenants, this Supplement and the other Governing Documents, and all applicable rules and regulations of the Marina Operator;

(e) The Yacht Berth Owner or lessee, as they between themselves may decide, shall deliver to the Marina Operator: (a) a security deposit in an amount determined by the Marina Operator, from which the Marina Operator may deduct the costs of

any repairs or extraordinary maintenance necessitated by the acts or omissions of the lessee, the balance to be returned to the Yacht Berth Owner or lessee, as appropriate, following termination or expiration of the lease and the vacating of the Yacht Berth by the lessee, and (b) evidence of insurance on the lessee's Vessel as required by this Supplement, or as the Marina Operator may otherwise require; and

(f) Such other standards as the Marina Operator may from time to time adopt.

10.2 Restrictions on Auctions. No Yacht Berth or Vessel within the Marina may be sold by public or private auction, except as may be ordered by a court of competent jurisdiction in the Federation.

10.3 Repurchase Option. The repurchase option reserved for the Master Developer pursuant to Section 20.9 of the Master Covenants shall apply to any proposed sale of a Yacht Berth.

10.4 Exceptions. The foregoing provisions of this Article 10 shall not apply to any transfer by the Master Developer. The Master Developer shall have the right to transfer and lease its Yacht Berths without the approval of any other party.

10.5 Master Developer's Rights. Notwithstanding any other provision in this Supplement to the contrary, the Master Developer, its agents, employees and officers, including without limitation, any management and marketing agents, are irrevocably empowered to sell or lease Yacht Berths on any terms to any purchasers or lessees, for so long as the Master Developer owns any Yacht Berth(s) in the Marina. Also, for so long as the Master Developer owns or has any use rights to any property in the Marina, the Master Developer, its agents, employees and officers, including without limitation, any management and marketing agents, shall have the right to transact any business necessary to consummate sales of Yacht Berths throughout the Marina, to post and display a sign or signs on the Yacht Berth Common Property; to use the Yacht Berth Common Property; to show Yacht Berths to prospective purchasers or lessees; and to utilize and/or lease certain Yacht Berths owned by the Master Developer for commercial marine purposes. Signs and all other structures and appurtenances pertaining to the sale or leasing of Yacht Berths shall not be considered Yacht Berth Common Property and shall remain the property of the Master Developer.

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 Marina Property shall be held, sold, used, and conveyed subject to the easements, restrictions, covenants, and

conditions contained herein, which shall run with the title to the Marina Property and Christophe Harbour. This Supplement, including, but not limited to, all of the covenants, conditions, restrictions and easements 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 Marina 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.

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 Yacht Berth 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 Yacht Berth 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. 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" | Description of the Marina Property |
| EXHIBIT "B" | Parcel U Boundary Plan of the Marina Property |
| EXHIBIT "C" | Plan of the Marina Property |

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IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hands and seal
on the 10th day of DECEMBER, 2014

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 William P. Lee,)
Chief Operating Officer of the said)
Company,)
Before and in the presence of:)
Charm W. Williams)

CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED

By: 

Name: William P. Lee

Title: Chief Operating Officer

NOTARY PUBLIC

(Signature and Seal)

EXHIBIT "A"

TO

NINTH SUPPLEMENT

Description of the Marina Property

ALL THAT parcel of land situate, lying and being in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of Christophe Harbour Development Company Limited designated as Parcel U containing 4.716 acres as shown on the plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF PARCEL U CONTAINING 4.716 ACRES" and dated the 18th day of November, 2014, and bounded and measuring as follows, that is to say, on the North by lands of KHT Land Holdings Limited; on the East by lands of Christophe Harbour Development Limited; on the South by lands of KHT Land Holdings Limited; on the West by lands of KHT Land Holdings Limited, and being described by the following metes and bounds to wit:

Beginning at the point of commencement, at the common property corner of lands of KHT Land Holdings Limited, the northwest property corner of Parcel T lands of Christophe Harbour Development Limited, and the northeast property boundary of Parcel U;

Thence S 29°17'36" E a distance of 312.30' to a corner set;
Thence S 60°42'24" W a distance of 367.23' to a corner set;
Thence S 29°17'36" E a distance of 19.67' to a corner set;
Thence S 60°42'24" W a distance of 216.33' to a corner set;
Thence N 29°17'36" W a distance of 412.00' to a corner set;
Thence N 60°42'24" E a distance of 216.33' to a corner set;
Thence S 29°17'36" E a distance of 75.67' to a corner set;
Thence N 60°42'24" E a distance of 367.23' to a corner set;
Thence S 29°17'36" E a distance of 4.37' to the point of beginning.

EXHIBIT "B"

TO

NINTH SUPPLEMENT

Parcel U Boundary Plan of the Marina Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF PARCEL U CONTAINING 4.716 ACRES" and dated the 18th day of November, 2014.

EXHIBIT "C"

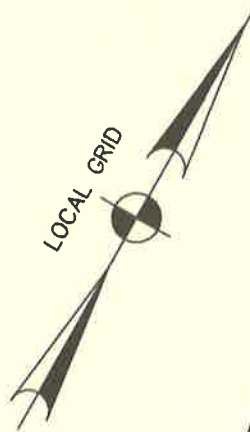
TO

NINTH SUPPLEMENT

Plan of the Marina Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A Plan Showing the Yacht Berths at "A" Dock at The Marina at Christophe Harbour" and dated the 8th day of December 2014.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 29°17'36" E	4.37'
L2	S 29°17'36" E	19.67'
L3	S 29°17'36" E	75.67'

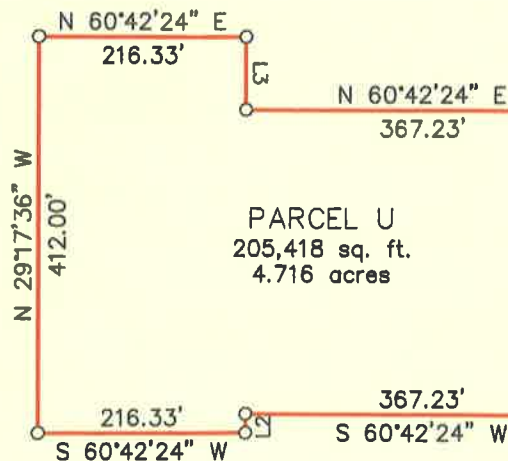


LANDS OF KHT LAND HOLDINGS LTD.
(FUTURE DEVELOPMENT)

CHRISTOPHE HARBOUR
LANDS OF KHT LAND HOLDINGS, LTD.
FUTURE DEVELOPMENT

LANDS OF KHT LAND HOLDINGS LTD.
DUMEZ LANDS
(FUTURE DEVELOPMENT)

LANDS OF KHT LAND
HOLDINGS LTD.
SHANG-RI-LA TRACT
(FUTURE DEVELOPMENT)



PARCEL U
205,418 sq. ft.
4.716 acres

ACCESS / UTILITY EASEMENT

DR. KENNEDY A. SIMMONDS HIGHWAY

NOTES:

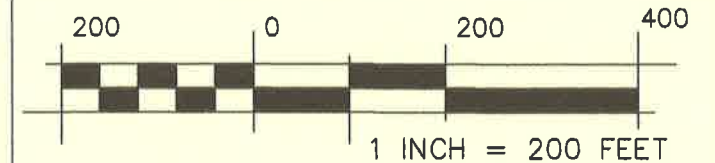
1. ALL DISTANCES SHOWN ARE GROUND.
GROUND TO GRID SCALE FACTOR: 0.999615.
2. ALL LOT CORNERS AND RIGHTS-OF-WAY
P.C.'S AND P.T.'S ARE TO BE WITNESSED BY
CONCRETE MONUMENTS WHEREVER FEASIBLE.
5/8" REBAR, STABILIZED BY CONCRETE, IS TO
BE USED OTHERWISE.

LEGEND

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

**A BOUNDARY PLAN OF
PARCEL U
CONTAINING
4.716 ACRES**

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

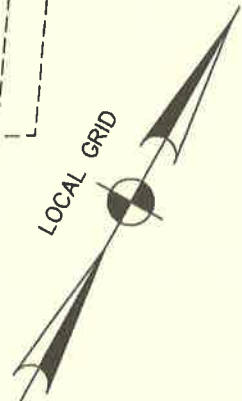
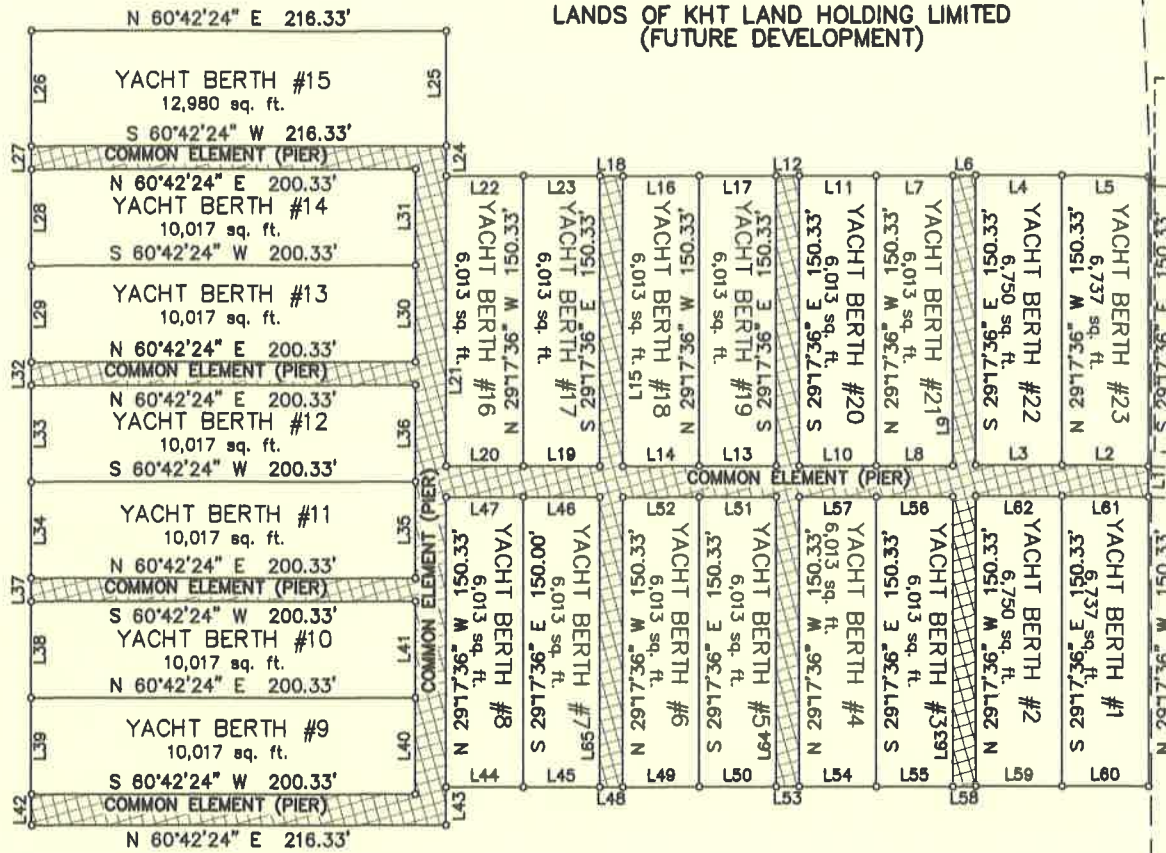


CHRISTOPHE HARBOUR

PARCEL T
LANDS OF CHRISTOPHE HARBOUR
DEVELOPMENT LIMITED

D.C. Francis
SURVEYED BY:

CHRISTOPHE HARBOUR
LANDS OF KHT LAND HOLDING LIMITED
(FUTURE DEVELOPMENT)



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

LEGEND
○ CALCULATED POINT (NO MONUMENT SET)
ESMT. EASEMENT
▨ COMMON ELEMENTS

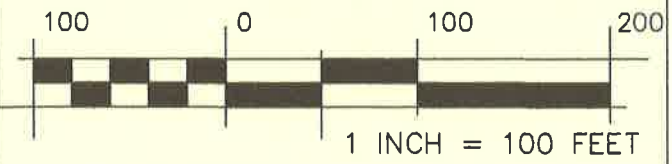
LANDS OF
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED
(FUTURE DEVELOPMENT)

A PLAN SHOWING THE
YACHT BERTHS AT
"A" DOCK AT
THE MARINA AT
CHRISTOPHE HARBOUR

LANDS OF
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED
(FUTURE DEVELOPMENT)

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

PREPARED FOR:
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY LIMITED



PARCEL T
LANDS OF
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED
(FUTURE DEVELOPMENT)

J.P. Rankin

CHRISTOPHE HARBOUR
LANDS OF KHT LAND HOLDING LIMITED
(FUTURE DEVELOPMENT)

LINE	BEARING	LENGTH
L1	N 29°17'37" W	18.00'
L2	S 60°42'24" W	45.00'
L3	S 60°42'24" W	45.00'
L4	N 60°42'24" E	45.00'
L5	N 60°42'24" E	45.00'
L6	S 60°42'24" W	12.00'
L7	S 60°42'24" W	40.00'
L8	N 60°42'24" E	40.00'
L9	S 29°17'36" E	150.33'
L10	S 60°42'24" W	40.00'
L11	N 60°42'24" E	40.00'
L12	S 60°42'24" W	12.00'
L13	S 60°42'24" W	40.00'
L14	S 60°42'24" W	40.00'
L15	N 29°17'36" W	150.33'
L16	N 60°42'24" E	40.00'
L17	N 60°42'24" E	40.00'
L18	S 60°42'24" W	12.00'
L19	S 60°42'24" W	40.00'
L20	S 60°42'24" W	40.00'
L21	N 29°17'36" W	150.33'
L22	N 60°42'24" E	40.00'
L23	N 60°42'24" E	40.00'
L24	N 29°17'36" W	15.87'

LINE	BEARING	LENGTH
L34	S 29°17'36" E	50.00'
L35	N 29°17'36" W	50.00'
L36	N 29°17'36" W	50.00'
L37	S 29°17'36" E	12.00'
L38	S 29°17'36" E	50.00'
L39	S 29°40'31" E	50.00'
L40	N 29°17'36" W	50.00'
L41	N 29°17'36" W	50.00'
L42	S 29°17'36" E	16.00'
L43	N 29°17'36" W	19.87'
L44	N 60°42'24" E	40.00'
L45	N 60°42'24" E	40.00'
L46	S 60°42'24" W	40.00'
L47	S 60°42'24" W	40.00'
L48	N 60°42'24" E	12.00'
L49	N 60°42'24" E	40.00'
L50	N 60°42'24" E	40.00'
L51	S 60°42'24" W	40.00'
L52	S 60°42'24" W	40.00'
L53	N 60°42'24" E	12.00'
L54	N 60°42'24" E	40.00'
L55	N 60°42'24" E	40.00'
L56	S 60°42'24" W	40.00'
L57	S 60°42'24" W	40.00'

CHRISTOPHE HARBOUR
ST. KITTS

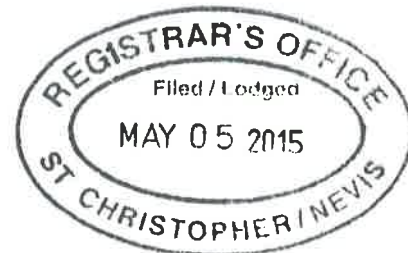
NINTH SUPPLEMENT

TO

THE DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED filed on the 26th day
of January, 2009 as
Planned Community No.1



Filed herein on May 5, 2015


Registrar of Titles