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**CHRISTOPHE HARBOUR**  
ST. KITTS

**TENTH SUPPLEMENT**

**TO**

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

**FOR**

**CHRISTOPHE HARBOUR**

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**FOR**  
**CHRISTOPHE HARBOUR**

THIS TENTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Tenth Supplement**”) is made this 25<sup>th</sup> day of May, 2018 (the “**Effective Date**”), by CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, a private ordinary company limited by shares formed under the laws of the Federation of St. Christopher and Nevis (the “**Master Developer**”).

RECITALS:

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

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

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**”), as further modified, amended and/or supplemented by that certain First Amendment to Amended and Restated First Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated November 1, 2013, and registered on December 11, 2013, with the Registrar of Titles for the Saint Christopher Circuit (the “**First Amendment to Amended and Restated First Supplement**”); and further modified, amended and/or supplemented by that certain Second Amendment to Amended and Restated First Supplement to the Declaration of Covenants,

Conditions, and Restrictions for Christophe Harbour dated October 9, 2015, and registered on October 14, 2015, with the Registrar of Titles for the Saint Christopher Circuit (the “**Second Amendment to Amended and Restated First Supplement**,” and collectively with the Original First Supplement, the Amended and Restated First Supplement and the First Amendment to Amended and Restated 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**”), 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 as further modified, amended and/or supplemented by that certain Third Amendment to Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated October 15, 2015, and registered on October 14, 2015, with the Registrar of Titles for the Saint Christopher Circuit (the “**Third Amended Third Supplement**,” and collectively with the Original Third Supplement, the First Amended Third Supplement and the Second 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 “**Original Sixth Supplement**”), as modified, amended and/or supplemented by that certain Amended and Restated Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated December 10, 2014, and registered on December 16, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Amended and Restated Sixth Supplement**,” and

collectively with the Original Sixth Supplement, 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 registered on December 16, 2014 with the Registrar of Titles for the Saint Christopher Circuit concurrently with this Supplement (the “**Eighth Supplement**”);

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Ninth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated December 10, 2014, and registered on May 5, 2015 with the Registrar of Titles for the Saint Christopher Circuit concurrently with this Supplement (the “**Ninth Supplement**”); and

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

WHEREAS, the Master Developer is the owner of the Parcel Y Property (as defined below), which property is delineated on the Parcel Y Boundary Plan (as defined below); and

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

WHEREAS, the Master Developer now desires to modify, amend and/or supplement the Master Covenants as set forth herein.

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

1. Definitions. The following words and terms, when used in this Supplement (unless the context shall clearly indicate otherwise) shall have the meanings set forth below, and all definitions are applicable to the singular and plural forms of such words and terms. Other definitions may appear throughout this Supplement, and shall have the meanings more

particularly set forth herein. Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Master Covenants.

- (a) **“Drainage Easement Area(s)”** means those certain portions of the Sandy Bank Bay Beachside Bungalows Property shown and designated as **“DE/PA # 6”** on the Subdivision Plan attached hereto as **Exhibit “C”**.
- (b) **“Subdivision Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“A SUBDIVISION PLAN OF PAVILION HILL PHASE 3 SHOWING 21 RESIDENTIAL LOTS”** and dated the 22nd day of February 2018, and attached hereto as **Exhibit “C”**.
- (c) **“Supplement”** or **“Tenth Supplement”** means this Tenth Supplement, as it may be modified, amended and/or supplemented from time to time.
- (d) **“Parcel Y Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“BOUNDARY PLAN OF PAVILION HILL PARCEL Y CONTAINING 19.21 ACRES”** and dated the 6th day of February 2018, and attached hereto as **Exhibit “B”**.
- (e) **“Parcel Y Property”** means that certain real property described in **Exhibit “A”** attached hereto, which Parcel Y Property is delineated on the Parcel Y Boundary Plan attached hereto as **Exhibit “B”**.
- (f) **“Tract 13 Property”** means that certain real property described in Exhibit “A” of the Eighth Supplement, which Tract 13 Property was delineated on the Tract 13 Boundary Plan attached as Exhibit “B” of the Eighth Supplement.
- (g) **“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 Beachside Bungalows Property shown and designated as **“DE/PA # 6”** on the Subdivision Plan attached hereto as **Exhibit “C”**.

2. Annexation of Parcel Y Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Parcel Y 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 Parcel Y 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 Parcel Y 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 Parcel Y 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 Parcel Y Property.

3. Assignment to Neighborhood; Neighborhood Assessments; Unit Designation(s); Permitted Use(s).
- (a) Assignment to Neighborhood. The Parcel Y 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, the Parcel Y Property, as part of the Sandy Bank Bay Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.
  - (c) Unit Designation(s). The Parcel Y Property and a portion of the Tract 13 Property as shown on the Subdivision Plan include twenty-one (21) numbered residential lots. Each of the twenty-one (21) numbered lots comprising the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan shall be used only for single-family residential purposes.
4. Easements.
- (a) General Utility Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, their successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Utility Easement**") on, over, under, within, through and across and right to use each of the Utility Easement Areas for the purpose of constructing, installing, using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all utilities to the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan and the rest of Christophe Harbour (including, but not limited to, water, sewer, telephone, gas, electrical, cable television, 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan, 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan 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 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan, 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan, including each Residential Lot and Unit therein, for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary or desirable, including, without limitation:
- (i) the right to adjust the elevation and contours of the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan, 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 hillside 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, including, but not limited to, any retaining walls along existing or future roadways.
- (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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this **Section 4.**

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

8. Binding Effect. The Master Developer hereby declares that the Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan. 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 Parcel Y Property and the portion of the Tract 13 Property as shown on the Subdivision Plan, their heirs, successors, successors-in-title, and assigns.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.

14. 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 10 herein:

EXHIBIT “A”	Description of the Parcel Y Property
EXHIBIT “B”	Boundary Plan of the Parcel Y Property
EXHIBIT “C”	Subdivision Plan of the Parcel Y Property and Portion of Tract 13 Property

(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal  
on the 25<sup>th</sup> day of MAY, 2018.

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 Steven D. Heyboer, )  
Director and Chief Operating Officer of the )  
said Company, )  
Before and in the presence of: )  
Heaven Willem )

CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY  
LIMITED

By: 

Name: Steven D. Heyboer  
Title: Director and Chief Operating  
Officer

NOTARY PUBLIC  
(Signature and Seal)

**EXHIBIT "A"**

**TO**

**TENTH SUPPLEMENT**

**Description of the Parcel Y 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 KHT Land Holdings Limited designated as Parcel Y containing 19.21 acres as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF PAVILION HILL PARCEL Y CONTAINING 19.21 ACRES" and dated the 6th day of February, 2018 and bounded and measuring as follows, that is to say, on the East by the Lands of KHT Land Holdings Limited as shown on said plan; on the South and Southwest by Lands of KHT Land Holdings Limited as shown on said plan; on the West by Lands of KHT Land Holdings Limited, by Residual Tract 3 Other Lands of Christophe Harbour Development Company Limited and by Pavilion Hill Drive, a development right of way as shown on said plan; on the north by Lot 508 and Lot 516, by Residual Tract 3 Other Lands of Christophe Harbour Development Company Limited and by Lands of KHT Land Holdings Limited as shown on said plan; being more fully described as follows:

Beginning at the point of commencement, at a common corner between the Parcel Y northwest property corner and Residual Tract 3 Lands of Christophe Harbour Development Company Limited, being the true Point of Beginning;

Thence S 64°09'50" E a distance of 269.75' to a corner;

Thence S 14°13'46" E a distance of 328.98' to a corner;

Thence S 09°03'48" W a distance of 420.77' to a corner;

Thence S 32°06'10" W a distance of 259.84' to a corner;

Thence S 03°56'38" E a distance of 137.02' to a corner;

Thence S 39°44'19" E a distance of 287.66' to a corner;

Thence S 52°57'20" E a distance of 310.70' to a corner;

Thence S 38°36'43"E a distance of 283.97' to a corner;

Thence S 04°50'40"E a distance of 296.70' to a corner;

Thence S 44°28'01"W a distance of 261.96 to a corner;

Thence N 61°00'03" W a distance of 143.63' to a corner;  
Thence N 55°54'59" W a distance of 270.51' to a corner;  
Thence N 38°53'46" W a distance of 368.84' to a corner;  
Thence N 59°12'22" W a distance of 430.33' to a corner;  
Thence N 31°20'59" W a distance of 365.08' to a corner;  
Thence S 87°34'33" E a distance of 137.61' to a corner;  
Thence S87°34'33"E a distance of 34.35' to a corner;  
Thence S00°55'11"E a distance of 142.52' to a corner;  
Thence S11°18'57"E a distance of 51.55' to a corner;  
Thence S32°01'10"E a distance of 76.63' to a corner;  
Thence N89°58'35"E a distance of 236.75' to a corner;  
Thence N03°09'06"E a distance of 89.00' to a corner;  
Thence N27°22'36"E a distance of 163.09' to a corner;  
Thence N00°47'55"E a distance of 257.64' to a corner;  
Thence N89°21'05"W a distance of 156.85' to a corner;  
Thence 220.64' along the arc of a curve to the right having a radius of 253.62'  
a chord bearing of N20°06'09"E and a chord length of 213.75' to a corner;  
Thence N44°49'45"E a distance of 8.93' to a corner;  
Thence S85°43'30"E a distance of 202.34' to a corner;  
Thence N21°42'42"E a distance of 405.31' to a corner;  
Thence N89°28'30"W a distance of 146.65' to a corner;  
Thence 86.12' along the arc of a curve to the left having a radius of 170.22'  
a chord bearing of N38°18'00"W and a chord length of 85.20' to a corner;  
Thence N10°02'39"E a distance of 200.24' to a corner;

Thence N44°49'31"W a distance of 9.79' to a corner;

Thence N11°04'45"E a distance of 109.82' to a corner;

Thence N39°59'33"W a distance of 136.65' to the Point Of Beginning

title to which is held by Certificate of Title in the name of Christophe Harbour Development Company Limited dated 22<sup>nd</sup> May, 2018 and registered in Register Book R3 Folio 118 of The Register of Titles in the Island of Saint Christopher.

**EXHIBIT "B"**

**TO**

**TENTH SUPPLEMENT**

**Boundary Plan of the Parcel Y Property**

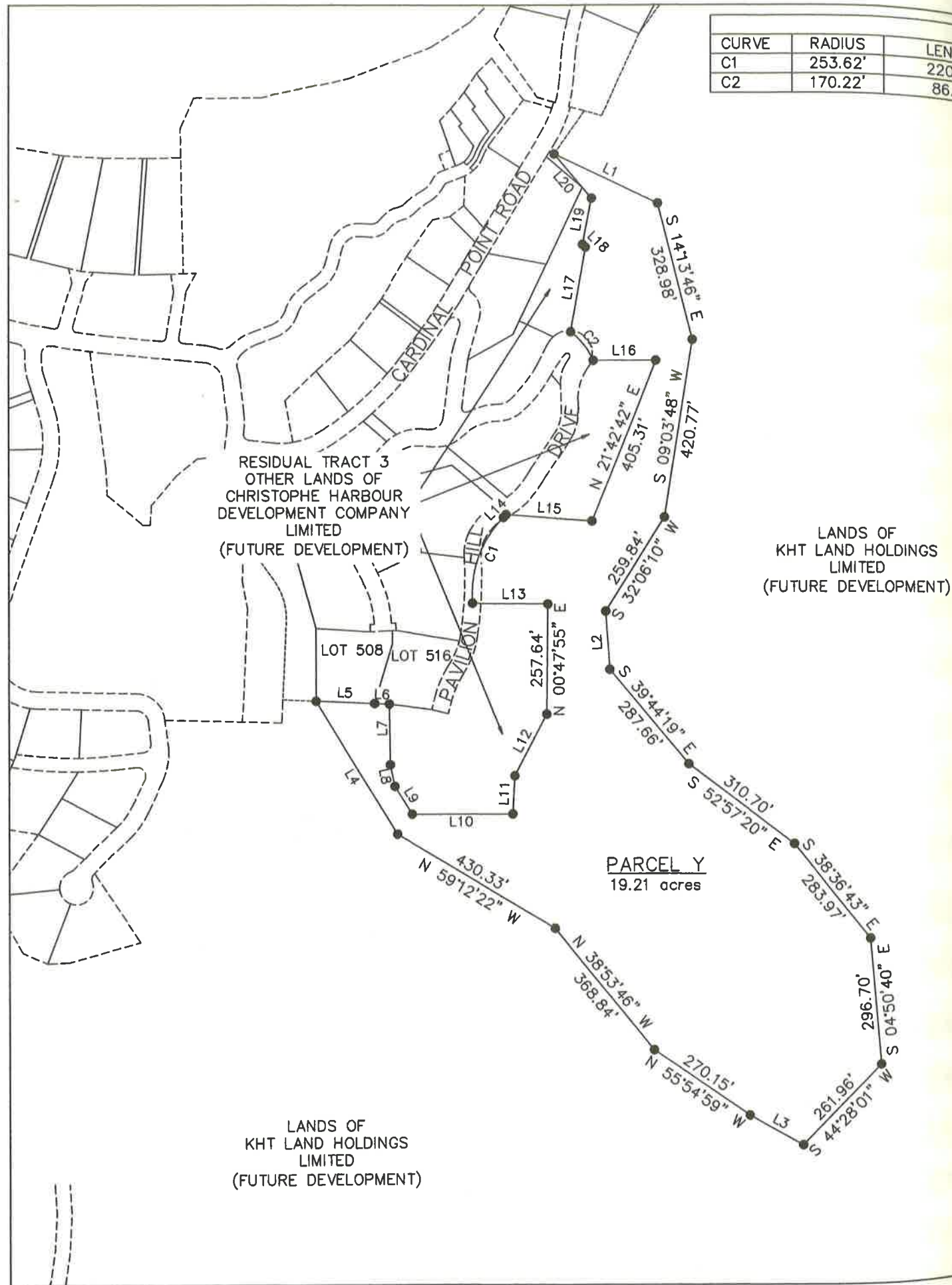
See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF PAVILION HILL PARCEL Y CONTAINING 19.21 ACRES" and dated the 6th day of February 2018, the same as is attached to the Certificate of Title in the name of Christophe Harbour Development Company Limited dated 22<sup>nd</sup> May, 2018 and registered in Register Book R3 Folio 118 of The Register of Titles in the Island of Saint Christopher.



**EXHIBIT "C"**  
**TO**  
**TENTH SUPPLEMENT**

**Subdivision Plan of the Parcel Y Property and Portion of Tract 13 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF PAVILION HILL PHASE 3 SHOWING 21 RESIDENTIAL LOTS" and dated the 22nd day of February 2018.



CURVE TABLE				
CURVE	RADIUS	LENGTH	CH BEARING	DELTA
C1	253.62'	220.64'	N 20°06'09" E	49°50'44"
C2	170.22'	86.12'	N 38°18'00" W	28°59'10"

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 64°09'50" E	269.75'
L2	S 03°56'38" E	137.02'
L3	N 61°00'03" W	143.63'
L4	N 31°20'59" W	365.08'
L5	S 87°34'33" E	137.61'
L6	S 87°34'33" E	34.35'
L7	S 00°55'11" E	142.52'
L8	S 11°18'57" E	51.55'
L9	S 32°01'10" E	76.63'
L10	N 89°58'35" E	236.75'
L11	N 03°09'06" E	89.00'
L12	N 27°22'36" E	163.09'
L13	N 89°21'05" W	156.85'
L14	N 44°49'45" E	8.93'
L15	S 85°43'30" E	202.34'
L16	N 89°28'30" W	146.65'
L17	N 10°02'39" E	200.24'
L18	N 44°49'31" W	9.79'
L19	N 11°04'45" E	109.82'
L20	N 39°59'33" W	136.65'



- 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)
  - D.U.E. DRAINAGE & UTILITY EASEMENT
  - DE/PA# DRAINAGE EASEMENT, PEDESTRIAN ACCESS AND UTILITY EASEMENT. OTHER LANDS OF CHRISTOPHE HARBOR DEVELOPMENT COMPANY LIMITED.
  - [---] PRIMARY BUILDING SETBACK

**A BOUNDARY PLAN OF  
PAVILION HILL  
PARCEL Y  
CONTAINING  
19.21 ACRES**

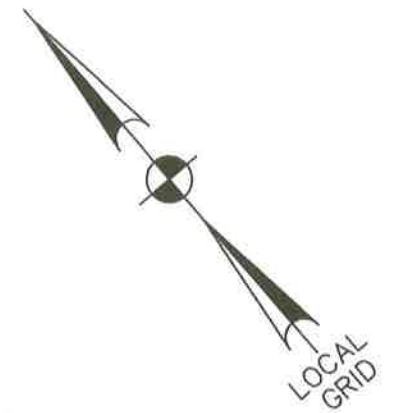
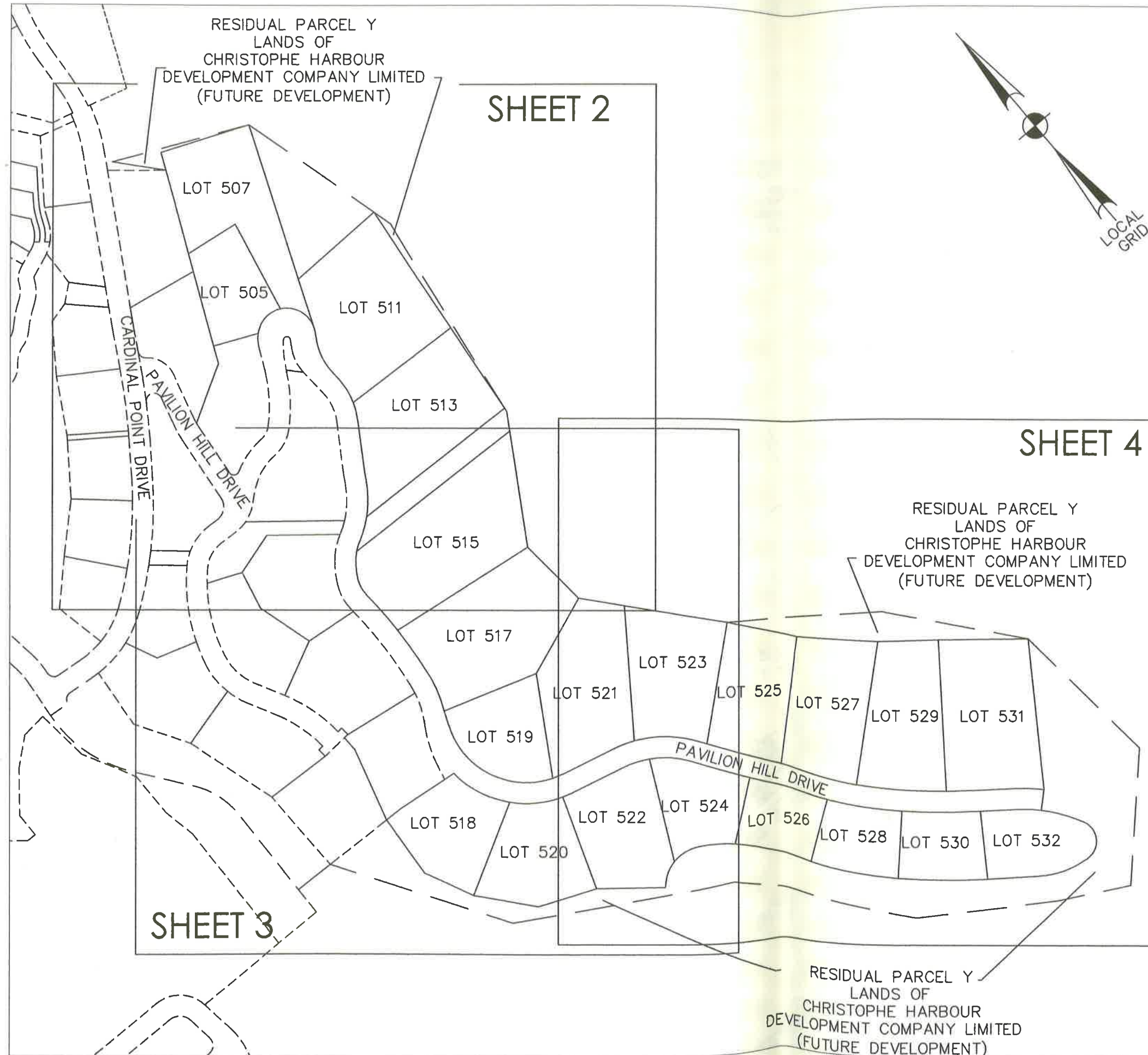
SITUATE AT  
ST. KITTS PENINSULA RESORT DISTRICT  
IN THE PARISH OF SAINT GEORGE  
ST. KITTS, WEST INDIES

**PREPARED FOR:  
CHRISTOPHE HARBOR  
DEVELOPMENT COMPANY LIMITED**



*D.C. Francis*

SURVEYED BY:  
DWIGHT C. FRANCIS  
LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS  
06 FEBRUARY 2018



- NOTES:
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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  
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  - DE/PA# DRAINAGE EASEMENT, PEDESTRIAN  
ACCESS AND UTILITY EASEMENT. OTHER  
LANDS OF CHRISTOPHE HARBOR  
DEVELOPMENT COMPANY LIMITED.
  - [---] PRIMARY BUILDING SETBACK
  - [//] UTILITY EASEMENT

DEVELOPMENT RIGHTS-OF-WAY	1.09 ACRES
RESIDENTIAL LOTS	22.38 ACRES
OTHER LANDS	0.32 ACRES
TOTAL AREA = 23.79 ACRES	

**A SUBDIVISION PLAN OF  
PAVILION HILL  
PHASE 3  
SHOWING  
21 RESIDENTIAL LOTS**

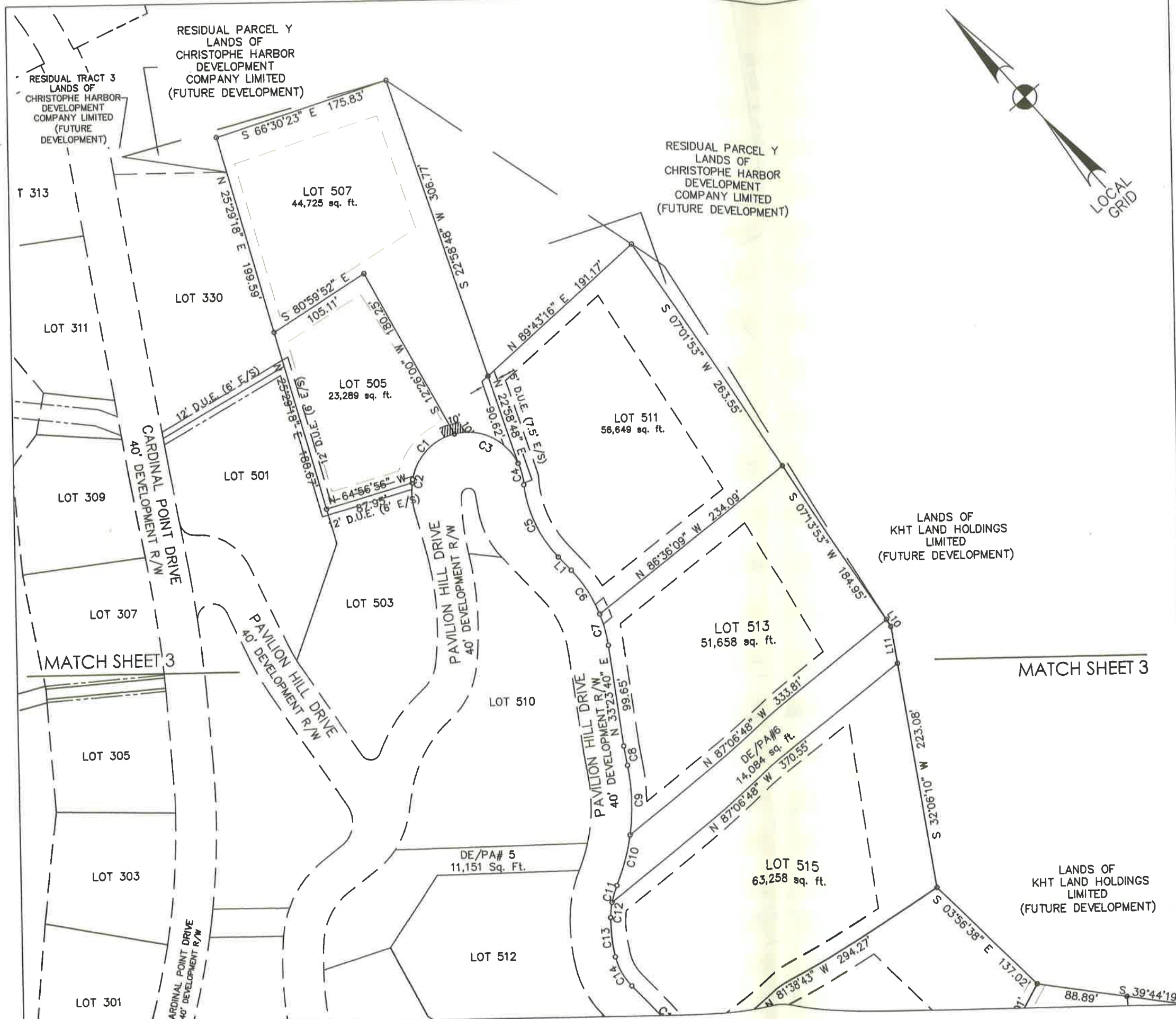
SITUATE AT  
ST. KITTS PENINSULA RESORT DISTRICT  
IN THE PARISH OF SAINT GEORGE  
ST. KITTS, WEST INDIES

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



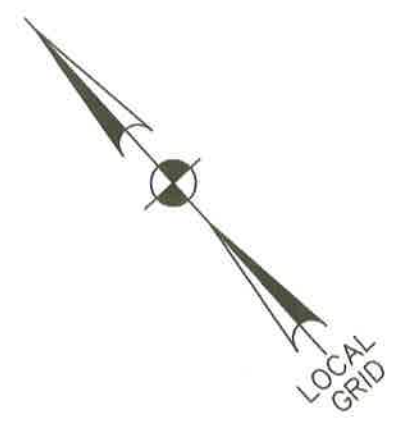
*D.C. Francis*

SURVEYED BY:  
DWIGHT C. FRANCIS  
LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS  
FEBRUARY 22, 2018



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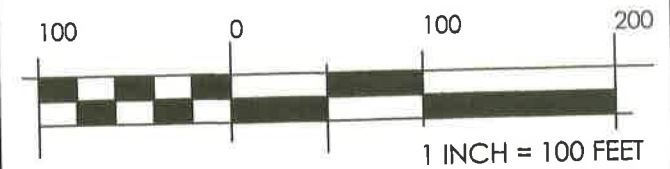
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  - [---] PRIMARY BUILDING SETBACK
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**A SUBDIVISION PLAN OF  
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PHASE 3  
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21 RESIDENTIAL LOTS**

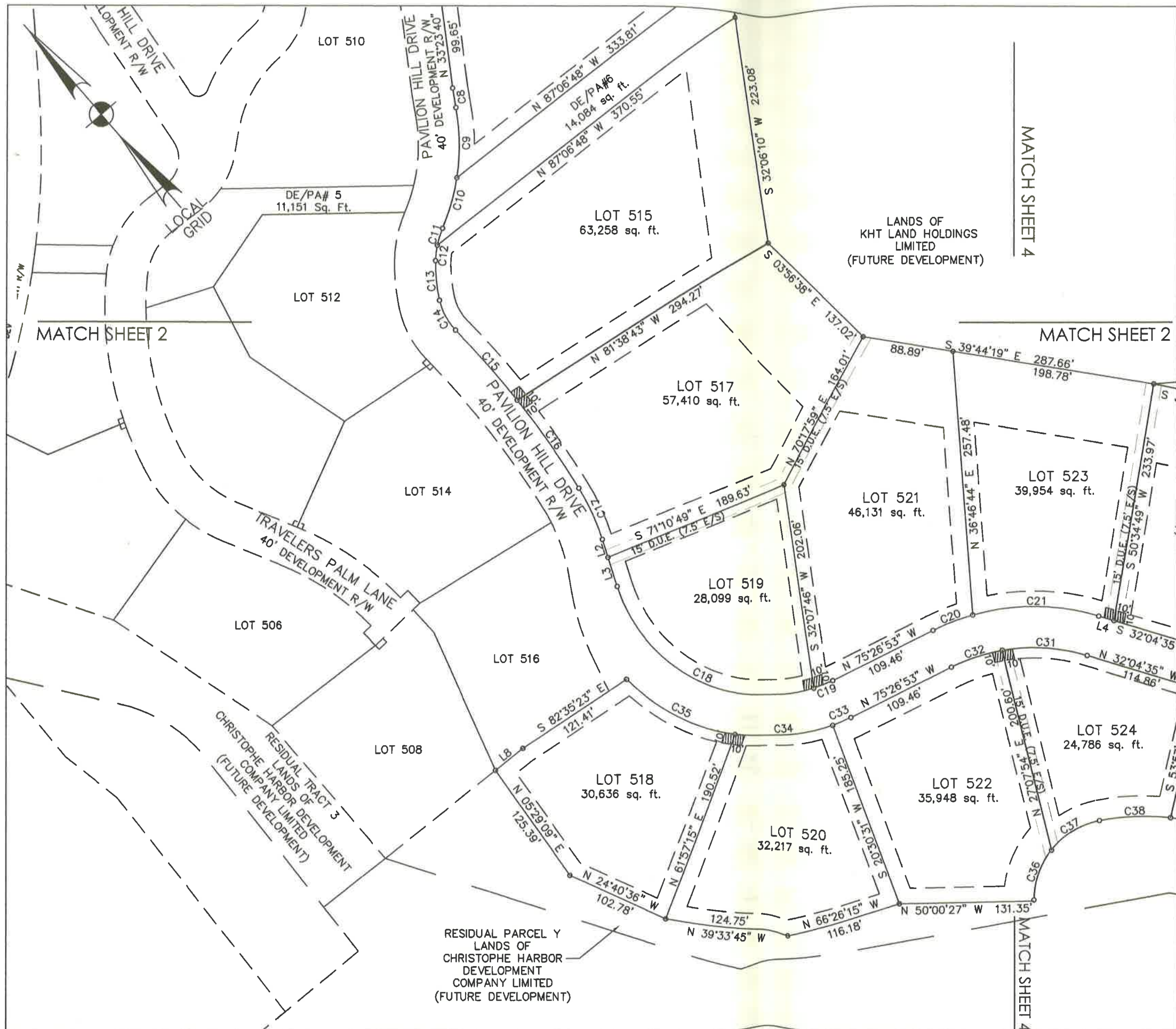
SITUATE AT  
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ST. KITTS, WEST INDIES

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



*D.C. Francis*

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FEBRUARY 22, 2018



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  - [---] PRIMARY BUILDING SETBACK
  - [///] UTILITY EASEMENT

**A SUBDIVISION PLAN OF  
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PHASE 3  
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21 RESIDENTIAL LOTS**

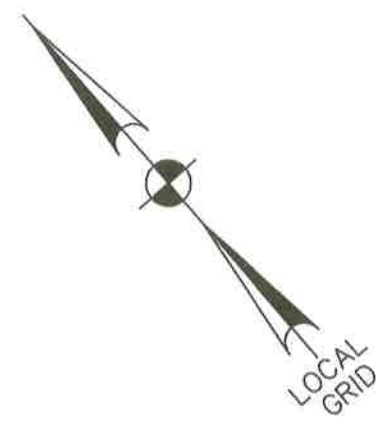
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FEBRUARY 22, 2018



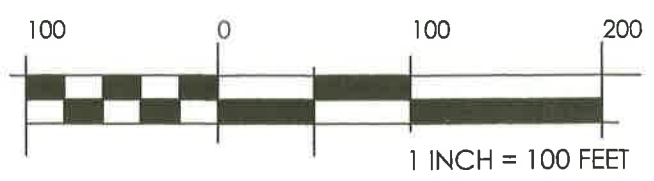
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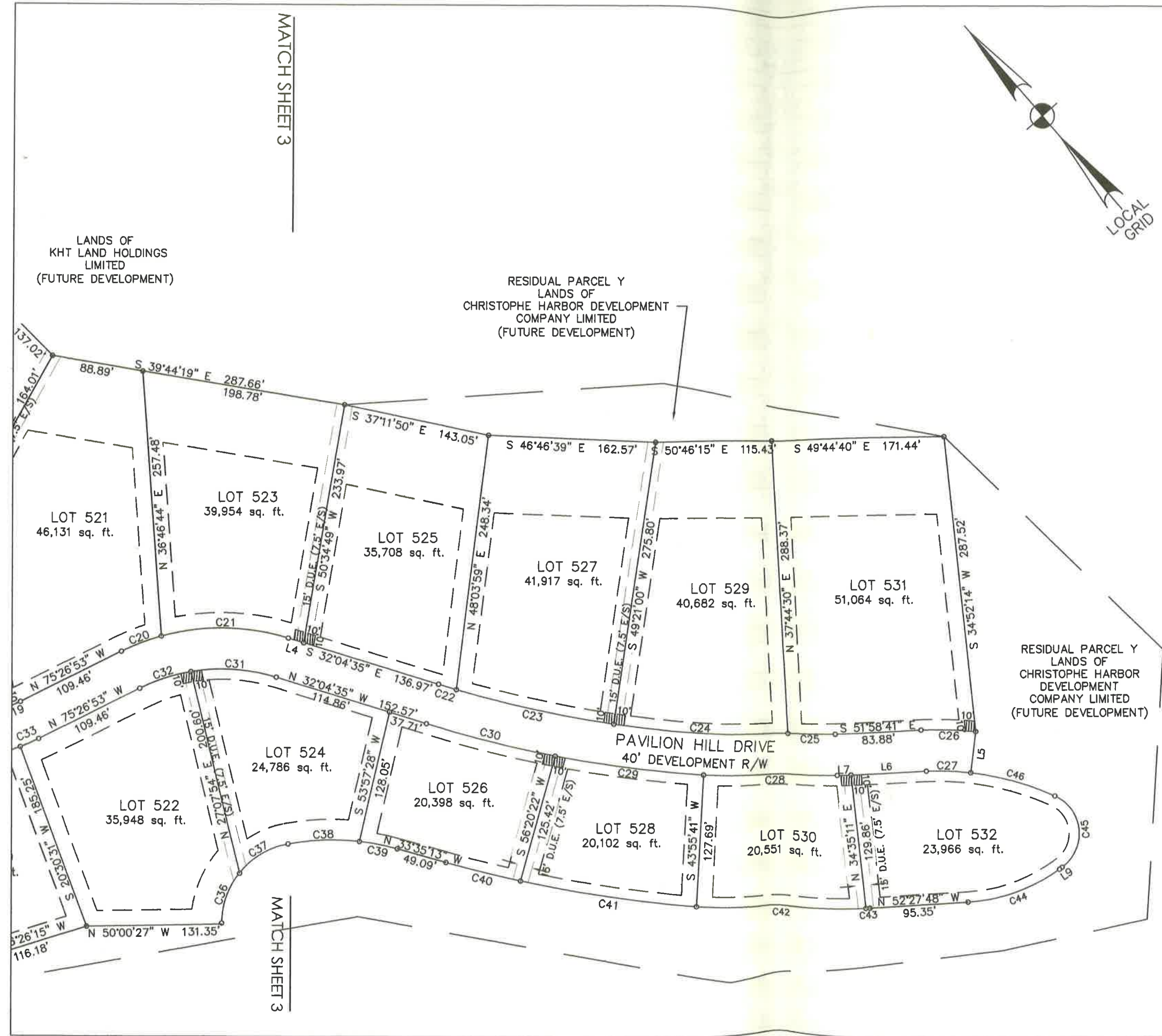
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ST. KITTS, WEST INDIES

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



*D.C. Francis*  
SURVEYED BY:  
DWMIGHT C. FRANCIS  
LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS  
FEBRUARY 22, 2018  
SHEET 4 OF 5



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 02°06'37" E	18.12'
L2	S 23°22'40" W	18.37'
L3	S 23°22'40" W	29.55'
L4	S 32°04'35" E	15.60'
L5	S 47°55'45" W	40.11'
L6	N 51°58'41" W	70.41'
L7	N 51°58'41" W	13.46'
L8	N 87°34'33" W	34.35'
L9	S 84°38'54" E	3.34'
L10	S 09°03'48" W	7.96'
L11	S 32°06'10" W	36.76'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	55.00'	64.47'	S 84°35'13" W	60.84'	67°09'34"
C2	70.29'	3.28'	S 49°40'13" W	3.28'	2°40'27"
C3	55.00'	74.37'	S 23°05'47" E	68.83'	77°28'26"
C4	55.00'	21.97'	S 27°05'09" W	21.83'	22°53'26"
C5	122.53'	80.21'	S 16°38'35" W	78.79'	37°30'24"
C6	135.04'	51.70'	S 08°51'29" W	51.39'	21°56'13"
C7	135.04'	31.98'	S 26°36'38" W	31.90'	13°34'05"
C8	741.89'	19.34'	S 31°09'04" W	19.34'	1°29'36"
C9	204.77'	68.55'	S 39°59'42" W	68.23'	19°10'51"
C10	204.77'	51.36'	S 56°46'12" W	51.22'	14°22'10"
C11	85.44'	17.25'	S 58°10'12" W	17.22'	11°34'12"
C12	85.44'	15.01'	S 47°21'03" W	14.99'	10°04'05"
C13	158.36'	38.91'	S 35°16'39" W	38.81'	14°04'45"
C14	60.13'	33.31'	S 12°22'02" W	32.89'	31°44'28"
C15	881.35'	90.95'	S 00°32'50" E	90.91'	5°54'45"
C16	881.35'	104.71'	S 05°48'46" W	104.65'	6°48'25"
C17	220.09'	54.97'	S 16°22'15" W	54.82'	14°18'34"
C18	155.13'	246.83'	S 22°12'22" E	221.61'	91°10'04"
C19	155.13'	20.73'	S 71°37'09" E	20.72'	7°39'29"
C20	220.00'	41.48'	S 70°02'47" E	41.42'	10°48'12"
C21	220.00'	125.05'	S 48°21'38" E	123.38'	32°34'07"
C22	1140.00'	18.12'	S 32°31'54" E	18.12'	0°54'38"
C23	1140.00'	156.53'	S 36°55'14" E	156.41'	7°52'02"
C24	1140.00'	172.36'	S 45°11'07" E	172.19'	8°39'45"
C25	1140.00'	48.98'	S 50°44'51" E	48.97'	2°27'41"
C26	315.00'	53.01'	S 47°09'26" E	52.95'	9°38'30"
C27	275.00'	46.18'	N 47°10'01" W	46.13'	9°37'21"
C28	1180.00'	135.63'	N 48°41'07" W	135.56'	6°35'09"
C29	1180.00'	145.34'	N 41°51'50" W	145.25'	7°03'26"
C30	1180.00'	128.90'	N 35°12'21" W	128.84'	6°15'32"
C31	180.00'	83.95'	N 45°26'16" W	83.19'	26°43'23"
C32	180.00'	52.30'	N 67°07'26" W	52.12'	16°38'55"
C33	195.13'	19.53'	N 72°34'50" W	19.52'	5°44'07"
C34	195.13'	102.59'	N 54°39'03" W	101.41'	30°07'27"
C35	195.13'	122.00'	N 21°40'39" W	120.02'	35°49'21"
C36	78.86'	52.38'	N 60°22'42" E	51.42'	38°03'19"
C37	78.86'	56.35'	S 80°07'27" E	55.15'	40°56'23"
C38	235.00'	69.48'	S 51°11'04" E	69.23'	16°56'22"
C39	235.00'	37.44'	S 38°09'03" E	37.40'	9°07'40"
C40	1280.11'	74.83'	S 35°15'41" E	74.82'	3°20'57"
C41	1280.11'	172.67'	S 40°48'01" E	172.54'	7°43'43"
C42	1280.11'	170.16'	S 48°28'22" E	170.04'	7°36'58"
C43	1280.11'	4.07'	S 52°22'19" E	4.07'	0°10'56"
C44	169.96'	95.47'	S 68°33'21" E	94.22'	32°11'06"
C45	40.00'	84.23'	N 35°01'43" E	69.51'	120°38'46"
C46	275.00'	85.00'	N 33°30'04" W	84.66'	17°42'33"

- 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.

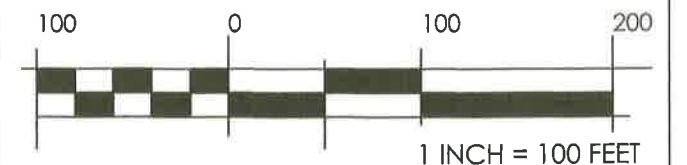
LEGEND

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- [ ] PRIMARY BUILDING SETBACK
- /// UTILITY EASEMENT

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PHASE 3  
SHOWING  
21 RESIDENTIAL LOTS

SITUATE AT  
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PREPARED FOR:  
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*D.C. Francis*

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LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS  
FEBRUARY 22, 2018

**CHRISTOPHE HARBOUR  
ST. KITTS**

**TENTH SUPPLEMENT**

**TO**

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

**FOR**

**CHRISTOPHE HARBOUR  
DEVELOPMENT COMPANY  
LIMITED**



Presented herein on *5<sup>th</sup> June*, 2018

Dated the *30<sup>th</sup>* day of *July*, 2018

*Dan E. R. Myers*

Registrar of Titles