

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

form part of St. Kitts Peninsula Resort District Planned Community

No. <u>1</u>

Registrar of Titles



# CHRISTOPHE HARBOUR

# SECOND SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

**FOR** 

**CHRISTOPHE HARBOUR** 

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#### **FOR**

# CHRISTOPHE HARBOUR

THIS SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this "Second Supplement") is made this 20<sup>th</sup> day of December, 2010 (the "Effective Date"), by CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, a private ordinary company limited by shares formed under the laws of the Federation of St. Christopher and Nevis (the "Master Developer").

#### **RECITALS:**

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

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

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

WHEREAS, the Master Covenants provide that during the Master Developer Control Period, the Master Developer, in its discretion, may unilaterally, without the necessity or requirement of having to obtain the joinder, consent, or approval of any Person, execute and register an amendment or supplement to the Master Covenants to, among other things, (i) subject

additional property to the Master Covenants, (ii) establish and assign property to specific Neighborhoods and/or Districts within Christophe Harbour, (iii) subject any portion of Christophe Harbour to additional covenants, conditions, restrictions, easements, obligations and limitations that add to, create exceptions to, and/or otherwise modify the terms of the Master Covenants to reflect the different character and intended use of such property, and/or (iv) modify, amend and/or supplement the Master Covenants, or any Supplement thereto, for any purpose from time to time, which modification, amendment or supplement shall be executed by the Master Developer and Registered in the Public records; and

WHEREAS, the Master Developer is the owner of the Tract 3 Property, which property is delineated on the Tract 3 Boundary Plan, is within Christophe Harbour and was previously subjected to the Master Covenants pursuant to the Amended and Restated First Supplement; and

WHEREAS, the Master Developer is the owner of the Tract 4 Property, the Tract 5 Property and the Tract 6 Property, which properties are delineated on the Tract 4 Boundary Plan, the Tract 5 Boundary Plan, and the Tract 6 Boundary Plan; and

WHEREAS, the Master Developer now desires to annex the Tract 4 Property, the Tract 5 Property and the Tract 6 Property into Christophe Harbour and to subject the Tract 4 Property, the Tract 5 Property and the Tract 6 Property to the Master Covenants and 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. <u>Definitions</u>. 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) "Additional Sandy Bank Bay Property" means, collectively, the Tract 3 Property, the Tract 4 Property, the Tract 5 Property and the Tract 6 Property, which property is delineated on the Boundary Plan and the Subdivision Plan, SAVE AND EXCEPT that portion of the Tract 3 Property previously assigned to the Sandy Bank Bay Neighborhood pursuant to the First Amended and Restated Supplement, AND FURTHER SAVING AND EXCEPTING that portion of the Tract 3 Property designated on the Subdivision Plan as "Residual Tract 3, Other Lands of Christophe Harbour Development Company Limited (Future Development)."
  - (b) "Boundary Plan" means, collectively, the Tract 3 Boundary Plan, the Tract 4 Boundary Plan, the Tract 5 Boundary Plan and the Tract 6 Boundary Plan.
  - (c) "Subdivision Plan" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF CARDINAL

- POINT AT SANDY BANK BAY SHOWING 13 RESIDENTIAL LOTS" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as **Exhibit "C"**.
- (d) "Supplement" or "Second Supplement" means this Second Supplement, as it may be modified, amended and/or supplemented from time to time.
- (e) "Tract 3 Boundary Plan" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 3 (39.415 AC.) BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 4<sup>th</sup> day of August 2010, and attached hereto as Exhibit "B-1".
- (f) "Tract 3 Property" means that certain real property described in <u>Exhibit "A-1"</u> attached hereto, which Tract 3 Property is delineated on the Tract 3 Boundary Plan attached hereto as **Exhibit "B-1"**.
- (g) "Tract 4 Boundary Plan" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 4 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as Exhibit "B-2".
- (h) "Tract 4 Property" means that certain real property described in <u>Exhibit "A-2"</u> attached hereto, which Tract 4 Property is delineated on the Tract 4 Boundary Plan attached hereto as <u>Exhibit "B-2"</u>.
- (i) "Tract 5 Boundary Plan" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 5 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as Exhibit "B-3".
- (j) "Tract 5 Property" means that certain real property described in <u>Exhibit "A-3"</u> attached hereto, which Tract 5 Property is delineated on the Tract 5 Boundary Plan attached hereto as **Exhibit "B-3"**.
- (k) "Tract 6 Boundary Plan" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 6 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as Exhibit "B-4".
- (1) "Tract 6 Property" means that certain real property described in <u>Exhibit "A-4"</u> attached hereto, which Tract 6 Property is delineated on the Tract 6 Boundary Plan attached hereto as **Exhibit "B-4"**.
- (m) "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 Additional Sandy Bank Bay Property identified on **Exhibit "D"** attached hereto.

- 2. Annexation of Tract 4 Property, Tract 5 Property and Tract 6 Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Tract 4 Property, the Tract 5 Property and the Tract 6 Property is hereby annexed into and made a part of Christophe Harbour and subjected to the Master Covenants. The Master Developer hereby further declares that all of the Tract 4 Property, the Tract 5 Property and the Tract 6 Property shall be held, sold, used and transferred subject to the covenants, conditions, restrictions, easements, obligations and limitations set forth in the Master Covenants, which shall run with the title to the Tract 4 Property, the Tract 5 Property and the Tract 6 Property and all other portions of Christophe Harbour. The Master Covenants shall be binding upon all parties having any right, title, or interest in or to any portion of Christophe Harbour, including the Tract 4 Property, the Tract 5 Property and the Tract 6 Property, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each Owner of any portion of Christophe Harbour, including the Tract 4 Property, the Tract 5 Property and the Tract 4 Property, the Tract 5 Property and the Tract 4 Property, the Tract 5 Property and the Tract 4 Property.
- 3. <u>Assignment to Neighborhood; Neighborhood Assessments; Unit Designation(s);</u> Permitted Use(s).
  - (a) <u>Assignment to Neighborhood</u>. The Additional Sandy Bank Bay Property is hereby assigned to and is now a part of the Sandy Bank Bay Neighborhood.
  - (b) <u>Neighborhood Assessments</u>. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, the Additional Sandy Bank Bay Property, as part of the Sandy Bank Bay Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.
  - (c) <u>Unit Designation(s)</u>. The Additional Sandy Bank Bay Property as shown on the Subdivision Plan includes thirteen (13) numbered residential lots. Each of the thirteen (13) numbered lots comprising the Additional Sandy Bank Bay Property is hereby designated a Residential Lot, each of which may be further developed into and used as a single-family residential Dwelling Unit.
  - (d) <u>Permitted Use(s)</u>. In addition to the use limitations placed upon the Additional Sandy Bank Bay Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Additional Sandy Bank Bay Property shall be used only for single-family residential purposes.

#### 4. Easements.

(a) General Utility Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, their successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "Utility Easement") on, over, under, within, through and across and right to use each of the Utility Easement Areas for the purpose of constructing, installing,

using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all utilities to the Additional Sandy Bank Bay Property and the rest of Christophe Harbour (including, but not limited to, water, sewer, telephone, gas, electrical, cable television, and internet services and utilities), together with the right of ingress, egress, regress and access to and from the Utility Easement Areas over and upon the Additional Sandy Bank Bay Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Utility Easement Areas. The Utility Easement shall be for the benefit of and an appurtenance to the Additional Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Utility Easement Areas.

- (b) Drainage Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, their successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "Drainage Easement") on, over, under, within, through and across and right to use each of the "Drainage Easement Areas" more particularly described on Exhibit "E" attached hereto, for the purpose of providing storm water drainage for, and also for the purpose of constructing, installing, using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all storm water drainage utilities to the Additional Sandy Bank Bay Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Drainage Easement Areas over and upon the Additional Sandy Bank Bay Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Drainage Easement Areas. The Drainage Easement shall be for the benefit of and an appurtenance to the Additional Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Drainage Easement Areas.
- (c) <u>Site Development Easement(s)</u>. 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 Additional Sandy Bank Bay Property, including each Residential Lot and Unit therein, for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary, including, without limitation:
  - (i) the right to adjust the elevation and contours of the Additional Sandy Bank Bay Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Additional Sandy Bank Bay Property, including each Residential Lot and Unit therein;
  - (ii) the right to clear cut as necessary any vegetation;

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- (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 Additional Sandy Bank Bay Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this Section 4.
- 5. Right to Reconfigure and/or Relocate Easements, Easement Areas and Easement Area Improvements. During the Master Developer Control Period, the Master Developer, in its sole discretion, and after the expiration of the Master Developer Control Period, the Master Owners' Association, in its sole discretion, shall each have the right at any time and from time to time, at the sole cost and expense of the Master Owners' Association, to reconfigure any of the easements declared, granted, reserved or otherwise established in this Supplement, including, without limitation, the Utility Easements and the 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. <u>Improvement Setbacks, Building Envelopes and Single Story Structure Zones</u>. 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. <u>Binding Effect</u>. The Master Developer hereby declares that the Additional Sandy Bank Bay Property shall be held, sold, used, and transferred subject to the covenants, conditions, restrictions, easements, obligations and limitations set forth in this Supplement, which shall run with the title to the Additional Sandy Bank Bay Property. This Supplement, including, but not limited to, all of the covenants, conditions, restrictions, easements, obligations and limitations herein, shall be binding upon and inure to the benefit of all Persons having any right, title, or interest in or to any portion of Christophe Harbour, including the Additional Sandy Bank Bay Property, their heirs, successors, successors-in-title, and assigns.
- 9. <u>Dispute Resolution and Limitation on Litigation</u>. 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 <u>Chapter 18</u> of the Master Covenants.
- 10. <u>Amendment</u>. 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.
- 12. <u>Severability</u>. 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.
- 14. 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.

- Unless the context of this Supplement otherwise clearly requires, 15. Construction. (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.
- 16. <u>Exhibits</u>. 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 <u>Section 10</u> herein:

EXHIBIT "A-1"	Description of the Tract 3 Property
EXHIBIT "A-2"	Description of the Tract 4 Property
EXHIBIT "A-3"	Description of the Tract 5 Property
EXHIBIT "A-4"	Description of the Tract 6 Property
EXHIBIT "B-1"	Boundary Plan of the Tract 3 Property
EXHIBIT "B-2"	Boundary Plan of the Tract 4 Property
EXHIBIT "B-3"	Boundary Plan of the Tract 5 Property
EXHIBIT "B-4"	Boundary Plan of the Tract 6 Property
EXHIBIT "C"	Subdivision Plan of the Additional Sandy Bank Bay Property
EXHIBIT "D"	Description of the Utility Easement Area(s)
EXHIBIT "E"	Description of the Drainage Easement Area(s)

(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal on the  $26^{4}$  day of December 2010.

THE COMMON SEAL OF CHRISTOPHE	CHRISTOPHE HARBOUR DEVELOPMENT COMPANY	
HARBOUR DEVELOPMENT	) LIMITED	
COMPANY LIMITED, a private ordinary company limited by shares and existing under the laws of the Federation of St.  Christopher and Nevis, has been hereunto affixed by Townsend P. Clarkson,	By: Kiawah Development Partners, Inc.  Its: Administrative Agent and Authorized Signatory  By:  Name: Townsend P. Clarkson  Title: Authorized Agent	
Authorized Agent of Kiawah Development	)	
Partners, Inc., the Administrative Agent of	)	
the said Company,	)	
NOTARY PUBLIC for		
(Signature and Seal)		

#### A. D. 2010

#### **NOTARIAL CERTIFICATE**

I, Elisabeth F. Nimmons of 2 North Adger's Wharf, Charleston, South Carolina, United States of America, 29401, HEREBY CERTIFY that on the 25 day of December 2010 PERSONALLY came and appeared before me Townsend P. Clarkson, Authorized Agent of Kiawah Development Partners, Inc., the Administrative Agent and a duly authorized signatory pursuant to resolution of the Board of Directors of the said CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, who in my presence duly executed the foregoing SECOND SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR for and on behalf of the said Company.

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

GIVEN under my hand and Seal of Office this 25th day of December 2010.

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

Elisabeth A

(Signature and Seal)

#### **EXHIBIT "A-1"**

#### TO

#### **SUPPLEMENT**

# **Description of the Tract 3 Property**

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

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

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

thence continuing along Sandy Bank Bay along the following lines:

N 89°26'55" E a distance of 158.95 feet to a point;

N 77°40'06" E a distance of 118.04 feet to a point;

N 78°59'35" E a distance of 93.14 feet to a point;

N 67°52'45" E a distance of 204.74 feet to a point;

N 57°31'46" E a distance of 108.12 feet to a point;

N 45°47'04" E a distance of 133.95 feet to a point;

N 32°03'17" E a distance of 154.32 feet to a corner set;

N 26°03'26" E a distance of 185.40 feet to a corner set;

N 12°10'41" E a distance of 224.92 feet to a corner set;

N 23°20'43" E a distance of 200.38 feet to a corner set;

N 16°27'02" E a distance of 207.32 feet to a corner set;

N 15°44'41" E a distance of 225.76 feet to a corner set:

N 14°10'12" E a distance of 165.09 feet to a corner set:

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

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

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

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

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thence along a line S 00°50'24" W a distance of 194.88 feet to a corner set; thence along a line S 00°50'24" W a distance of 81.55 feet to a corner set; thence along a line S 14°38'14" W a distance of 311.95 feet to a corner set;
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thence 221.92 feet along the arc of a curve to the right, having a radius of 604.32 feet, a chord bearing of S 19°30'10" W, and a chord length of 220.68 feet to a corner set;

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thence along a line S 35°33'48" W a distance of 426.98 feet to a corner set; thence along a line S 39°59'33" E a distance of 136.65 feet to a corner set; thence along a line S 11°05'13" W a distance of 109.83 feet to a corner set; thence along a line S 44°49'31" E a distance of 9.79 feet to a corner set; thence along a line S 10°02'22" W a distance of 200.23 feet to a corner set;
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thence 86.12 feet along the arc of a curve to the right, having a radius of 170.22 feet, a chord bearing of S 38°18'00" E, and a chord length of 85.20 feet to a corner set;

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thence along a line S 89°28'30" E a distance of 146.65 feet to a corner set; thence along a line S 21°42'42" W a distance of 405.31 feet to a corner set; thence along a line N 85°43'30" W a distance of 202.34 feet to a corner set; thence along a line S 44°49'45" W a distance of 8.93 feet to a corner set;
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thence 220.64 feet along the arc of a curve to the left, having a radius of 253.62 feet, a chord bearing of S 20°06'09" W, and a chord length of 213.75 feet to a corner set;

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thence along a line S 89°21'05" E a distance of 176.97 feet to a corner set; thence along a line S 00°47'55" W a distance of 257.64 feet to a corner set; thence along a line S 27°22'36" W a distance of 163.09 feet to a corner set; thence along a line S 03°09'06" W a distance of 89.00 feet to a corner set; thence along a line S 89°58'35" W a distance of 247.99 feet to a corner set; thence along a line N 32°01'10" W a distance of 76.63 feet to a corner set; thence along a line N 11°18'57" W a distance of 51.55 feet to a corner set; thence along a line N 00°55'11" W a distance of 142.52 feet to a corner set; thence along a line N 87°34'33" W a distance of 248.92 feet to a corner set; thence along a line N 02°41'45" E a distance of 184.24 feet to a corner set;
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thence 101.05 feet along the arc of a curve to the left, having a radius of 149.19 feet, a chord bearing of N 16°42'31" W, and a chord length of 99.13 feet to a corner set;

thence along a line N 36°06'47" W a distance of 21.16 feet to a corner set; thence along a line N 36°06'47" W a distance of 99.45 feet to a corner set;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **EXHIBIT "A-2"**

#### TO

#### **SUPPLEMENT**

# **Description of the Tract 4 Property**

ALL THAT parcel of land situate, lying and being at Sandy Bank Bay in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of KHT Land Holdings Limited designated as **Tract 4** containing **4,411 square feet (or 0.10 acres)** as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 4 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November, 2010, and bounded and measuring as follows, that is to say, on the South and East by lands of KHT Land Holdings Limited; on the North and West by lands of Christophe Harbour Development Company Limited and being described by the following metes and bounds to wit:

Commencing at a common corner between lands of Christophe Harbour Development Company Limited and lands of KHT Land Holdings Limited;

thence N 35°33'48" E a distance of 122.64' to a point, said point being the Point of Beginning;

thence N 35°33'48" E a distance of 221.14' to a point;

thence S 24°38'39" W a distance of 210.60' to a point;

thence N 74°13'46" W a distance of 42.40' to the Point of Beginning.

#### **EXHIBIT "A-3"**

#### TO

#### **SUPPLEMENT**

# **Description of the Tract 5 Property**

ALL THAT parcel of land situate, lying and being at Sandy Bank Bay in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of KHT Land Holdings Limited designated as **Tract 5** containing **1,558 square feet (or 0.04 acres)** as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 5 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November, 2010, and bounded and measuring as follows, that is to say, on the South and East by lands of KHT Land Holdings Limited; on the North and West by lands of Christophe Harbour Development Company Limited and being described by the following metes and bounds to wit:

Commencing at a common corner between lands of Christophe Harbour Development Company Limited and lands of KHT Land Holdings Limited;

thence N 00°50'42" E a distance of 28.97' to a point being the Point of Beginning;

thence N 00°50'24" E a distance of 97.69' to a point;

thence S 83°10'58" E a distance of 24.25' to a point;

thence S 03°02'11" W a distance of 37.18' to a point; thence S 22°12'03" W a distance of 62.30' to the Point of Beginning.

#### **EXHIBIT "A-4"**

#### TO

#### SUPPLEMENT

# **Description of the Tract 6 Property**

ALL THAT parcel of land situate, lying and being at Sandy Bank Bay in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of KHT Land Holdings Limited designated as **Tract 6** containing **4,184 square feet (or 0.10 acres)** as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 6 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November, 2010, and bounded and measuring as follows, that is to say, on the South and East by lands of KHT Land Holdings Limited; on the North and West by lands of Christophe Harbour Development Company Limited and being described by the following metes and bounds to wit:

Commencing at a common corner between lands of Christophe Harbour Development Company Limited and lands of KHT Land Holdings Limited;

thence N 00°50'24" E a distance of 39.88' to a point being the Point of Beginning;

thence N 00°50'24" E a distance of 149.77' to a point;

thence 5.64' along the arc of a curve to the right having a radius of 344.75'; a Chord bearing of N 01°18'33" E and chord length of 5.64' to a point;

thence S 85°21'06" E a distance of 29.57' to a point;

thence S 02°50'15" W a distance of 156.07' to a point;

thence N 83°10'58" W a distance of 24.25' to the Point of Beginning.

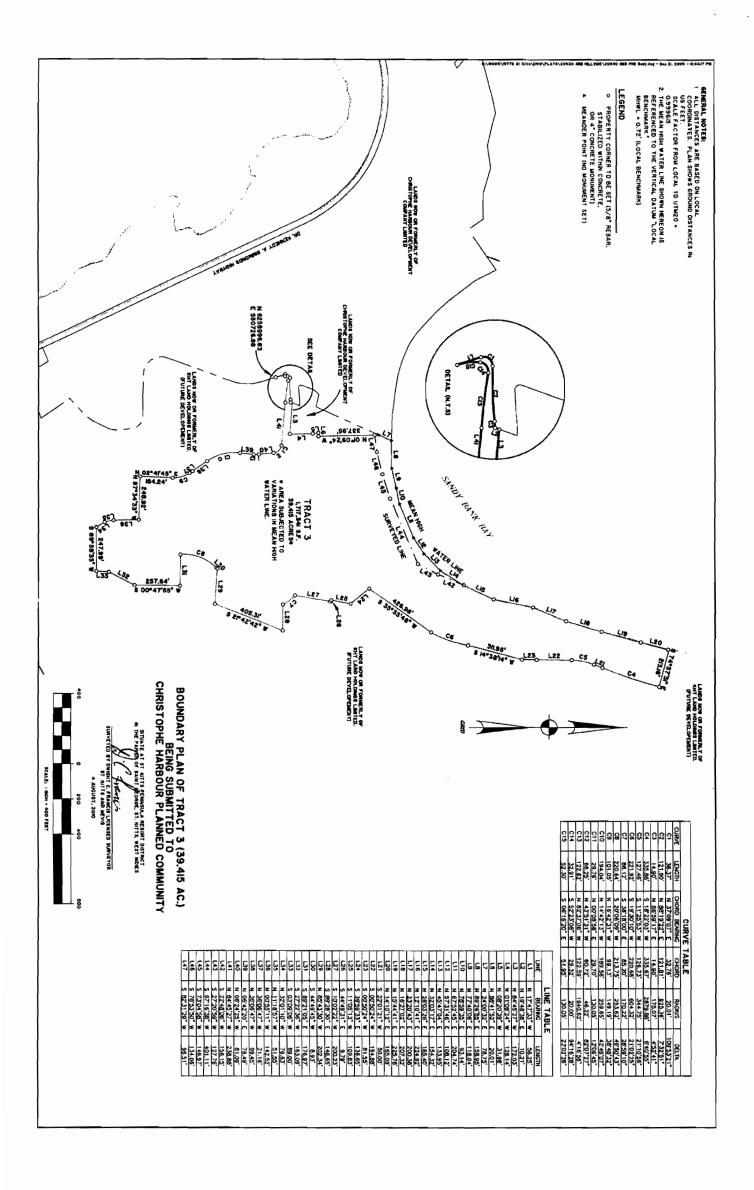
# **EXHIBIT "B-1"**

TO

# **SUPPLEMENT**

# **Boundary Plan of the Tract 3 Property**

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



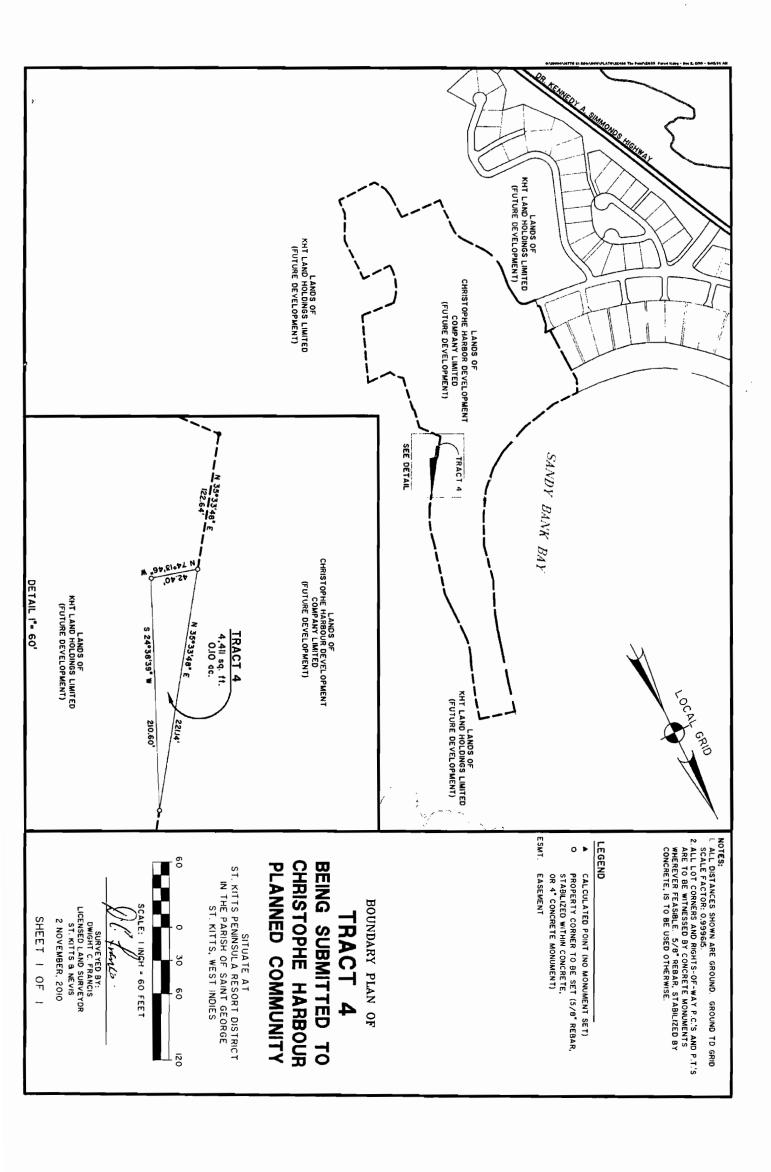
# EXHIBIT "B-2"

TO

# **SUPPLEMENT**

# **Boundary Plan of the Tract 4 Property**

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



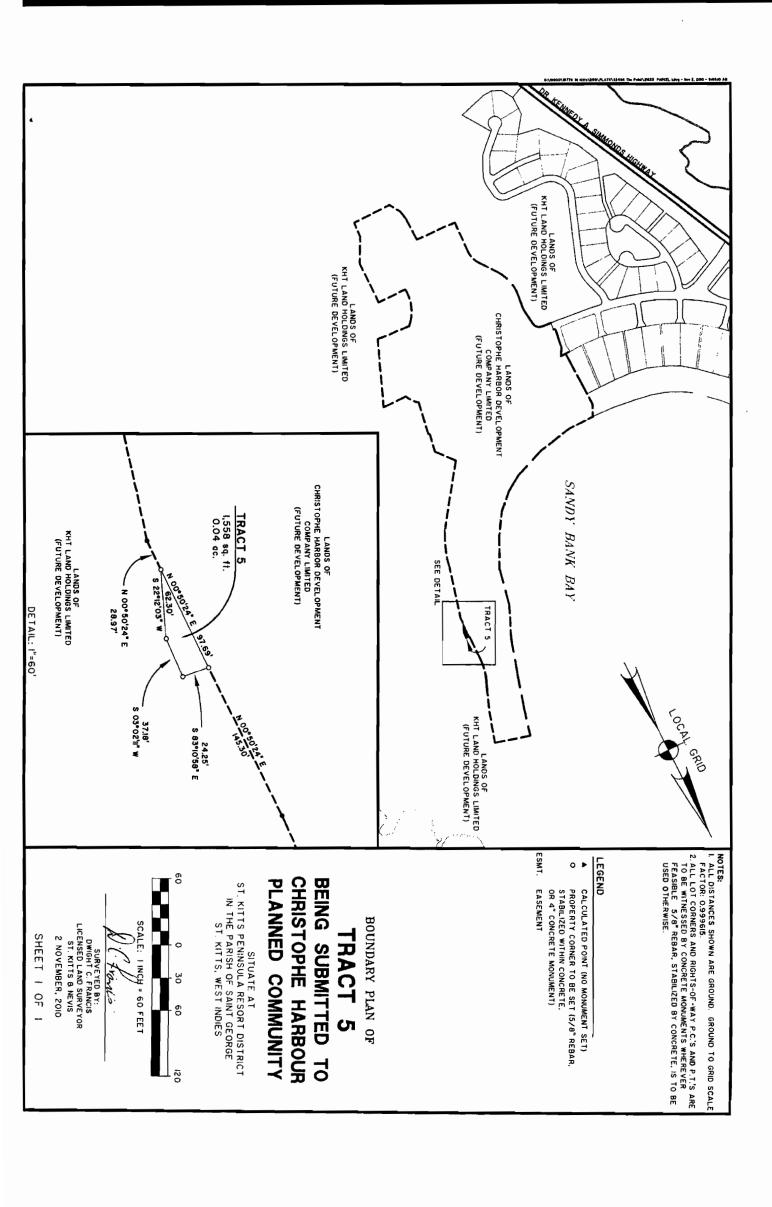
# **EXHIBIT "B-3"**

TO

# **SUPPLEMENT**

# **Boundary Plan of the Tract 5 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 5 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the  $2^{nd}$  day of November 2010



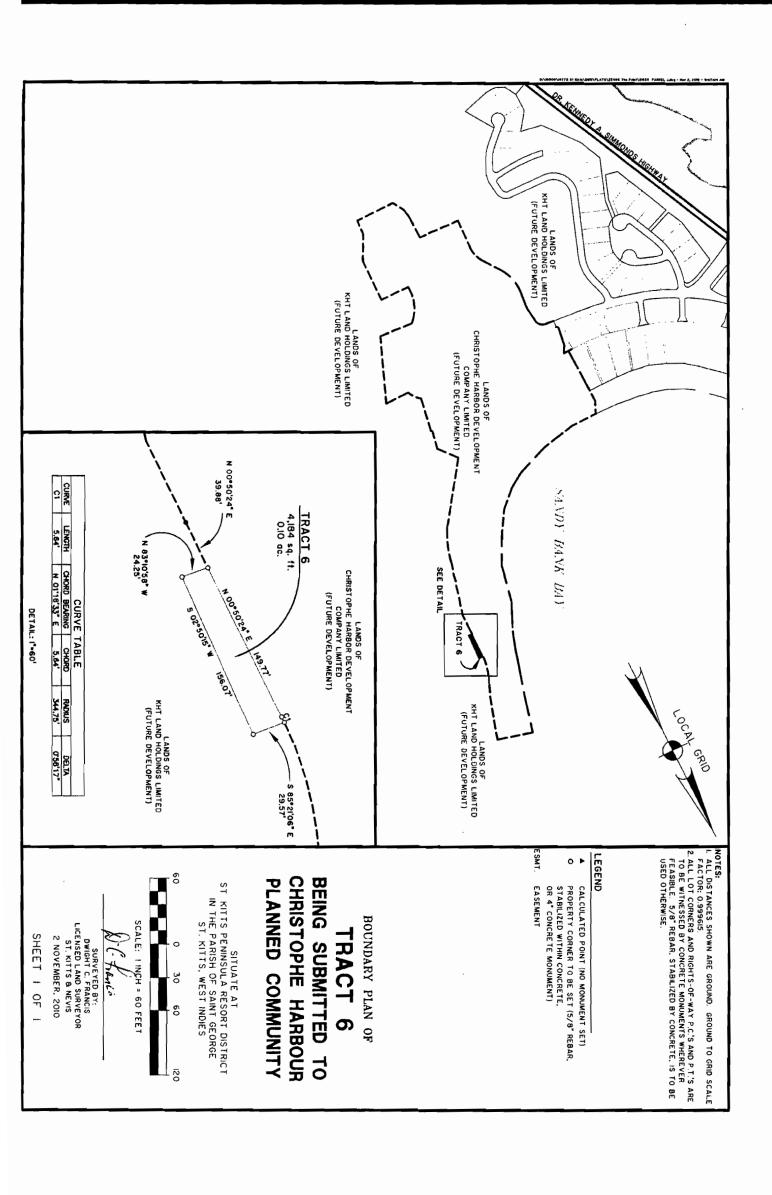
# **EXHIBIT "B-4"**

TO

# **SUPPLEMENT**

# **Boundary Plan of the Tract 6 Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 6 BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 2<sup>nd</sup> day of November 2010.



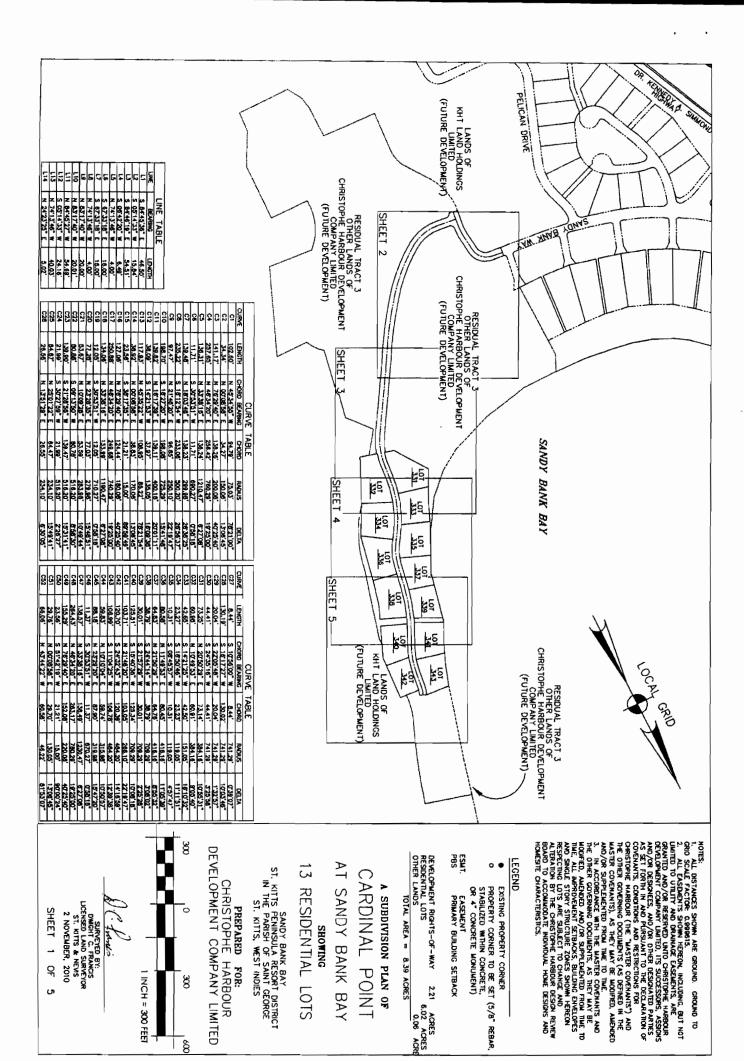
# **EXHIBIT "C"**

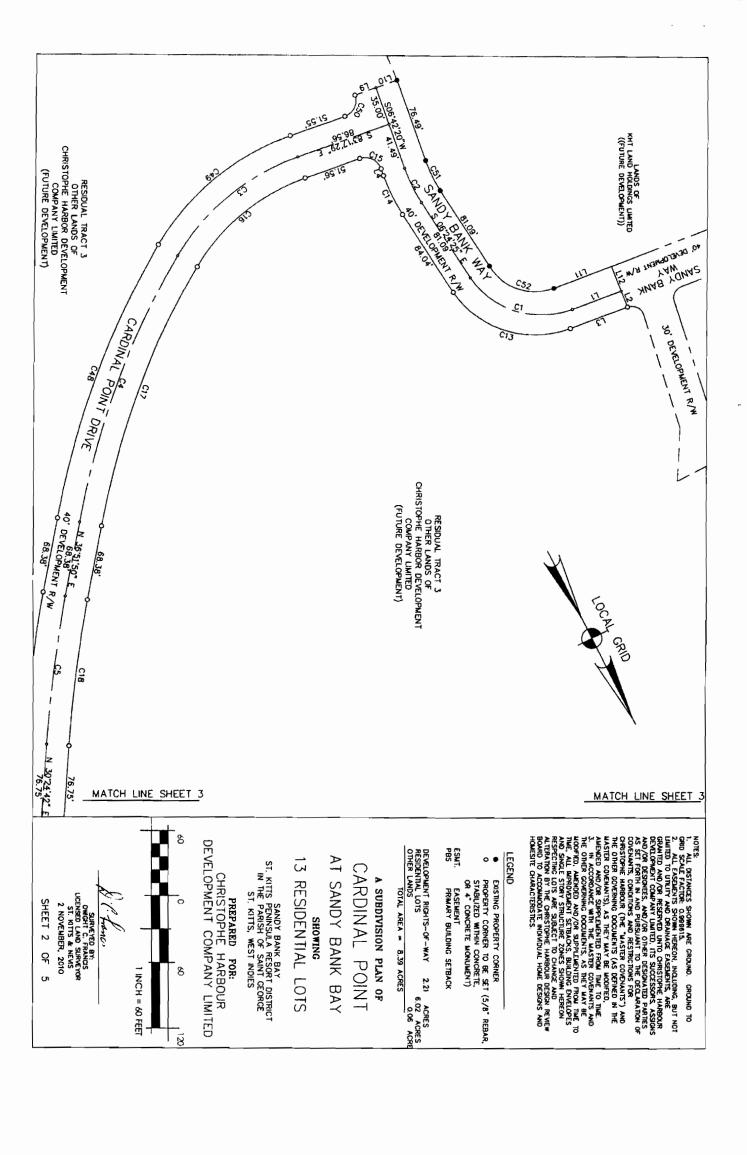
# TO

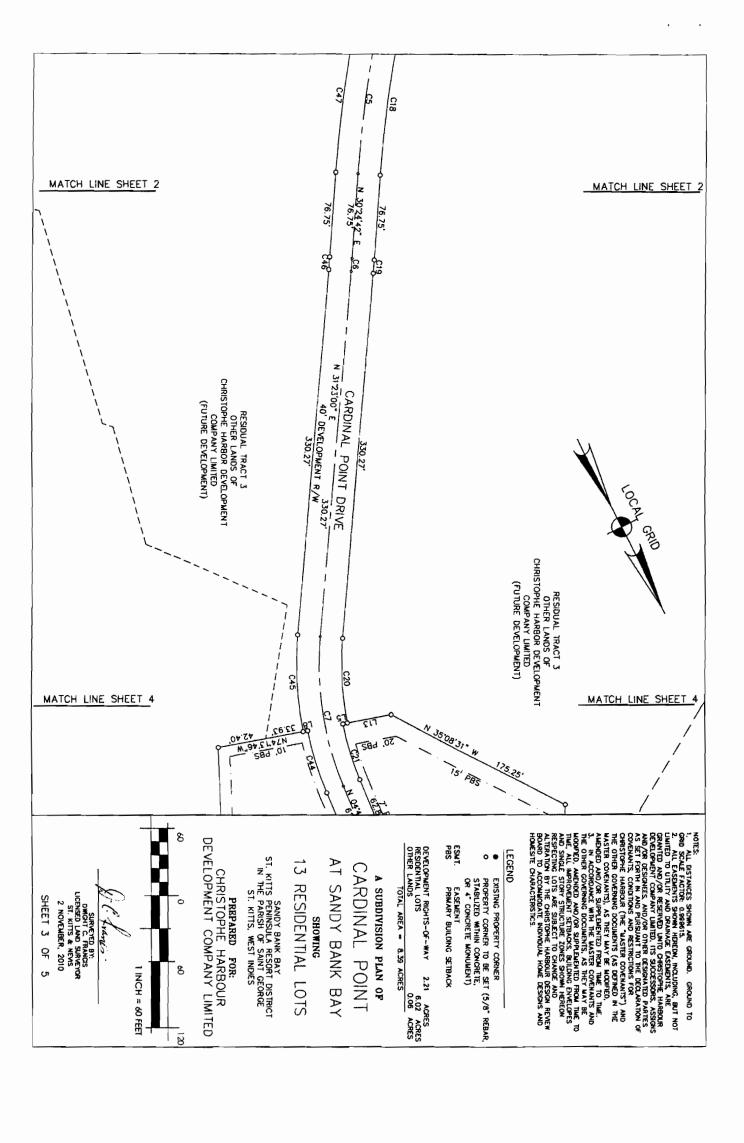
# **SUPPLEMENT**

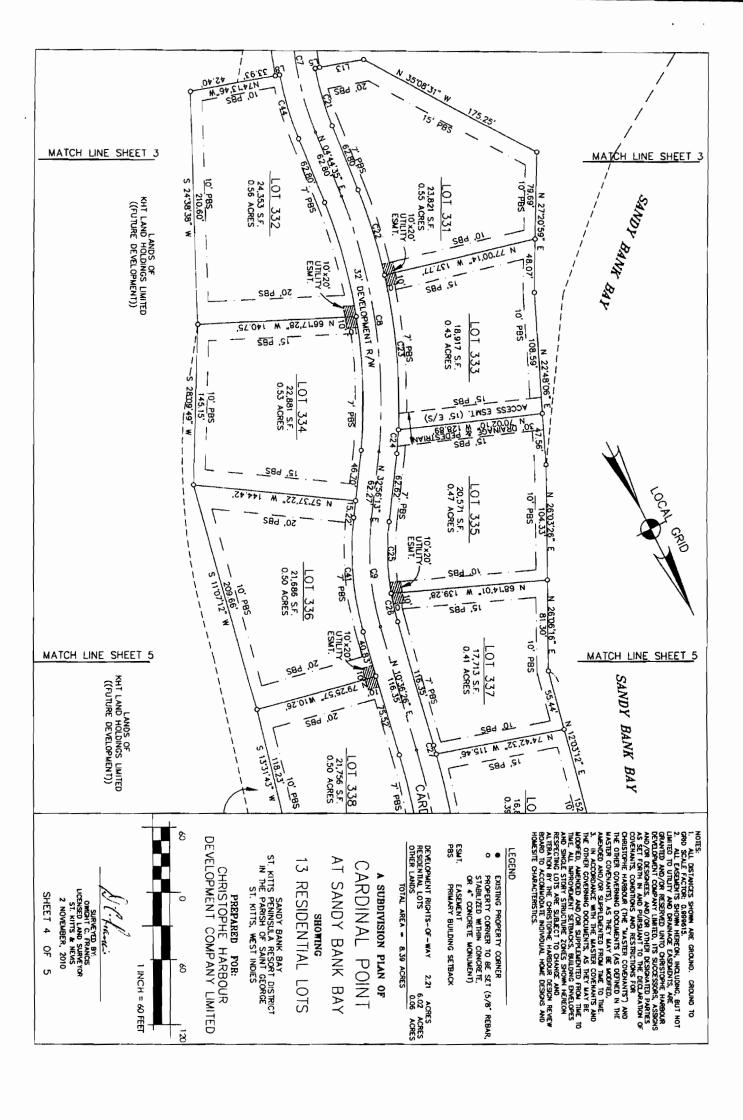
# Subdivision Plan of the Additional Sandy Bank Bay Property

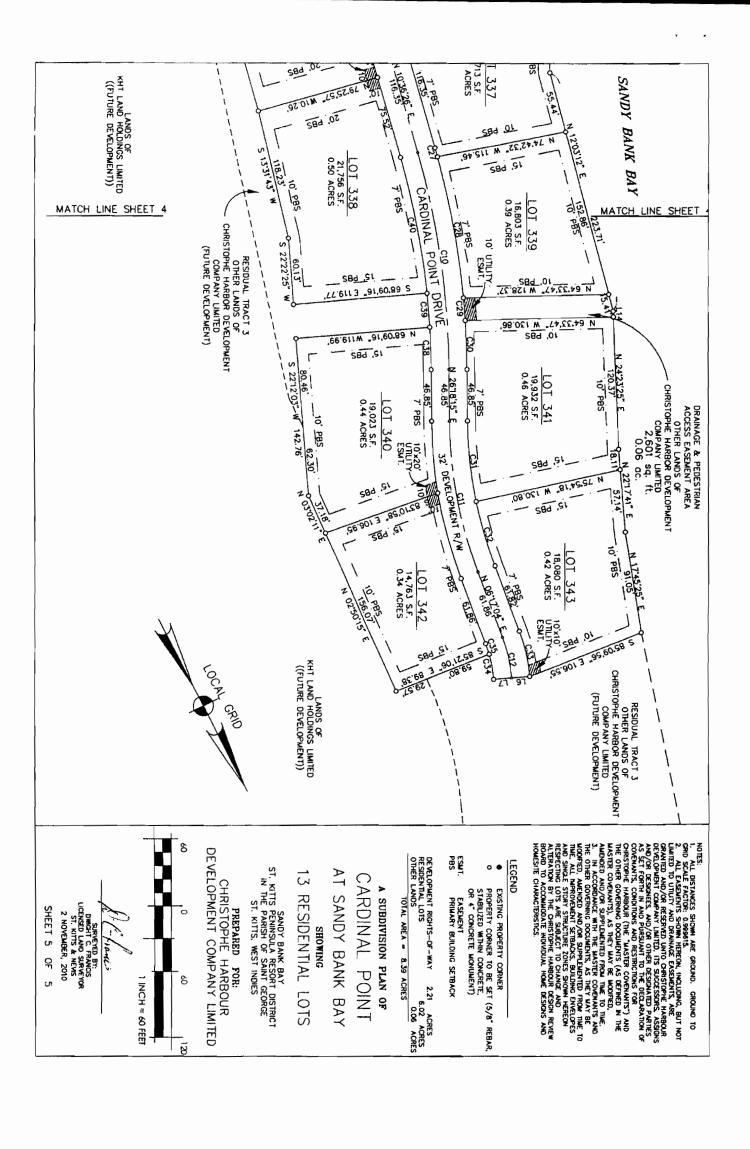
See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF CARDINAL POINT AT SANDY BANK BAY SHOWING 13 RESIDENTIAL LOTS" and dated the  $2^{nd}$  day of November 2010.











#### **EXHIBIT "D"**

#### TO

#### **SUPPLEMENT**

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

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "utility easement," "utility easements," "drainage and utility easement" and/or "drainage and utility easements" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF CARDINAL POINT AT SANDY BANK BAY SHOWING 13 RESIDENTIAL LOTS" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as <u>Exhibit</u> "C".

#### **EXHIBIT "E"**

#### TO

#### **SUPPLEMENT**

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

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as "drainage easement," "drainage easement," "drainage easement," "drainage and pedestrian access easement," "drainage and utility easement" and/or "drainage and utility easements" on that certain plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF CARDINAL POINT AT SANDY BANK BAY SHOWING 13 RESIDENTIAL LOTS" and dated the 2<sup>nd</sup> day of November 2010, and attached hereto as <u>Exhibit</u> "C".