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**CHRISTOPHE HARBOUR**  
ST. KITTS

**FIFTH SUPPLEMENT**

**TO**

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

**FOR**

**CHRISTOPHE HARBOUR**

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THIS FIFTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Fifth Supplement**” or “**Supplement**”) is made this 20<sup>th</sup> day of September, 2013 (the “**Effective Date**”), by CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED, a private ordinary company limited by shares formed under the laws of the Federation of St. Christopher and Nevis (the “**Master Developer**”).

RECITALS:

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

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

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

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

WHEREAS, the Master Covenants 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 “**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 collectively with the Original 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 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 Sandy Bank Bay Beachside Bungalows Property, which property is delineated on the Sandy Bank Bay Beachside Bungalows 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 now desires to establish a new Neighborhood within Christophe Harbour to be known as the “Sandy Bank Bay Beachside Bungalows Neighborhood” and to assign the Sandy Bank Bay Beachside Bungalows Property to such Neighborhood, and to modify, amend and/or supplement the Master Covenants as set forth herein and to impose the following additional covenants, conditions, restrictions, easements, obligations and limitations upon the Sandy Bank Bay Beachside Bungalows Property.

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

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

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

- (a) **“Drainage Easement Area(s)”** means those certain portions of the Sandy Bank Bay Beachside Bungalows Property shown and designated as **“16’ Drainage Esmt.”** on the Subdivision Plan attached hereto as **Exhibit “C”**.
- (b) **“Joint Driveway”** means any land with or without improvements thereon which is intended for use as a driveway for the joint use of Owner(s) of two or more Units within the Sandy Bank Bay Beachside Bungalows Property.
- (c) **“Joint Driveway Easement Area(s)”** means those land areas within the Sandy Bank Bay Beachside Bungalows Property designated as **“Access & Utility Esmt.”** on the Subdivision Plan or any portion thereof.
- (d) **“Joint Driveway Owners”** means any group of Owners of two or more Units that are subject to and benefited by one Joint Driveway Easement Area and/or one Joint Driveway for the common use of the group of Owners.
- (e) **“Sandy Bank Bay Beachside Bungalows Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“A Boundary Plan of Sandy Bank Bay Beachside Bungalows”** and dated the 18<sup>th</sup> day of June 2013, and attached hereto as **Exhibit “B”**.
- (f) **“Sandy Bank Bay Beachside Bungalows Property”** means that certain real property described on **Exhibit “A”** attached hereto, which Sandy Bank Bay Beachside Bungalows Property is delineated on the Sandy Bank Bay Beachside Bungalows Boundary Plan attached hereto as **Exhibit “B”**.
- (g) **“Subdivision Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“A SUBDIVISION PLAN OF SANDY BANK BAY BEACHSIDE BUNGALOWS SHOWING 4 RESIDENTIAL LOTS”** and dated the 18<sup>th</sup> day of June 2013, and attached hereto as **Exhibit “C”**.
- (h) **“Supplement”** or **“Fifth Supplement”** means this Fifth Supplement, as it may be modified, amended and/or supplemented from time to time.
- (i) **“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 **“Access & Utility Esmt.,” “Utility Esmt.,” “10’ Utility Esmt.,” “12’ Utility Esmt.”** and/or **“Utility Tract”** on the Subdivision Plan attached hereto as **Exhibit “C”**.

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

- (a) Establishment of and Assignment to Neighborhood. Pursuant to **Section 11.1** and other sections of the Master Covenants, a Neighborhood to be known as the "Sandy Bank Bay Beachside Bungalows Neighborhood" is hereby established within Christophe Harbour. The Sandy Bank Bay Beachside Bungalows Property is hereby assigned to and is now a part of the Sandy Bank Bay Beachside Bungalows Neighborhood. Further, the Sandy Bank Bay Beachside Bungalows Property is hereby assigned to and is now also 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 Sandy Bank Bay Beachside Bungalows Property, as part of the Sandy Bank Bay Beachside Bungalows Neighborhood and the Sandy Bank Bay Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.
- (c) Unit Designation(s). The Sandy Bank Bay Beachside Bungalows Property as shown on the Subdivision Plan includes four (4) numbered residential lots. Each of the four (4) numbered lots comprising the Sandy Bank Bay Beachside Bungalows Property is hereby designated a Residential Lot, each of which may be further developed into and used as a single-family residential Dwelling Unit.
- (d) Permitted Use(s). In addition to the use limitations placed upon the Sandy Bank Bay Beachside Bungalows Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Sandy Bank Bay Beachside Bungalows Property shall be used only for single-family residential purposes.

3. Easements.

- (a) General Utility Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself and the Master Owners' Association, their successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Utility Easement**") on, over, under, within, through and across and right to use each of the Utility Easement Areas for the purpose of constructing, installing, using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all utilities to the Sandy Bank Bay Beachside Bungalows Property and the rest of Christophe Harbour (including, but not limited to, water, sewer, telephone, gas, electrical, cable television, and internet services and utilities), together with the right of ingress, egress, regress and access to and from the Utility Easement Areas over and upon the Sandy Bank Bay Beachside Bungalows Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Utility Easement Areas. The Utility

Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Beachside Bungalows 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 for the purpose of providing storm water drainage for, and also for the purpose of constructing, installing, using, operating, maintaining, improving, repairing and replacing at any time and from time to time lines, systems, facilities and other improvements for the delivery of any and all storm water drainage utilities to the Sandy Bank Bay Beachside Bungalows Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Drainage Easement Areas over and upon the Sandy Bank Bay Beachside Bungalows Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Drainage Easement Areas. The Drainage Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Beachside Bungalows Property and the rest of Christophe Harbour, and shall be a burden upon the Drainage Easement Areas.
- (c) Site Development Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, and its successors, assigns and/or designees, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Site Development Easement**") on, over, under, within, through and across and right to use the Sandy Bank Bay Beachside Bungalows Property, including each Residential Lot and Unit therein, for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary or desirable, including, without limitation:
- (i) the right to adjust the elevation and contours of the Sandy Bank Bay Beachside Bungalows Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Sandy Bank Bay Beachside Bungalows Property, including each Residential Lot and Unit therein;
  - (ii) the right to clear cut as necessary any vegetation;
  - (iii) the right to grade the edges of 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 Sandy Bank Bay Beachside Bungalows Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this Section 3.

4. Joint Driveway.

- (a) Grant of Joint Driveway Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of Lots 81, 83, 85 and 87 as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as "Access and Utility Esmt." on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common driveway to be utilized jointly by the Owners of said lots, and is for pedestrian and limited vehicular access, ingress and egress to and from said lots and the proposed development right-of-way shown and designated on the Subdivision Plan as "30' Development R/W" located adjacent to said easement area; PROVIDED, however, that vehicular use of any such Joint Driveway Easement Area and the easements described in this Section 4(a), including any Joint Driveway, shall be limited and restricted solely to bicycles, golf carts and such other vehicles, if any, as the Master Developer and the Master Owners' Association may permit from time to time; PROVIDED, FURTHER, however, that the easements described in this Section 4(a) are for cross-access rights only and do not establish any right for cross or reciprocal parking and no vehicles shall be permitted to park in or on any such Joint Driveway Easement Area, including any Joint Driveway, or any portion thereof, at any time.
- (b) Location of Joint Driveway. The Joint Driveway shall be located and constructed within the bounds of the Joint Driveway Easement Area(s) as shown on the Subdivision Plan.
- (c) Construction of Joint Driveway. The Joint Driveway shall be constructed by the Master Owners' Association at such time as construction of the first Dwelling Unit is commenced on a Unit entitled to use the Joint Driveway, or as soon thereafter as reasonably possible, and shall be completed prior to the time such Dwelling Unit is completed and occupied, or as soon thereafter as reasonably possible. The Joint Driveway shall be designed and constructed of such materials as may be determined by the Master Owners' Association and approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All costs and expenses associated with the construction of the Joint Driveway, including landscaping, shall be the joint responsibility of, and

be borne equally by all of the Joint Driveway Owners entitled to use such Joint Driveway, and the Master Owners' Association shall have the right to levy a Specific Assessment against all such Joint Driveway Owners for such costs and expenses, which Specific Assessment shall be levied and allocated equally amongst the Joint Driveway Owners entitled to use such Joint Driveway and their Units, without the necessity of prior notice or opportunity for a hearing.

- (d) Use of Joint Driveway. The Joint Driveway shall be utilized in common by the Joint Driveway Owners, their heirs, successors, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees, and the successors-in-title to their respective Units. The Joint Driveway Easement Areas shall be kept clear of landscaping and improvements except as specifically approved in writing by the DRB, and must be maintained in a clean, safe and attractive manner, free and clear of debris.
- (e) Maintenance and Repair of Joint Driveway. The Joint Driveway shall be maintained generally as initially constructed in respect to location, design, condition, materials, and workmanship unless (i) the Joint Driveway Owners agree otherwise in writing; and (ii) obtain any necessary consents or approvals from the Master Developer, the DRB and any applicable governmental agencies. The Master Owners' Association shall provide for the maintenance, upkeep, repair, and replacement of the Joint Driveway, including the trimming of any immediately adjacent vegetation. All costs and expenses associated with such maintenance, upkeep, repair, and replacement of the Joint Driveway shall be the joint responsibility of, and be borne equally by all of the Joint Driveway Owners entitled to use the Joint Driveway, and the Master Owners' Association shall have the right to levy a Specific Assessment against all such Joint Driveway Owners for such costs and expenses, which Specific Assessment shall be levied and allocated equally amongst the Joint Driveway Owners entitled to use the Joint Driveway and their Units, without the necessity of prior notice or opportunity for a hearing.
- (f) Insurance and Damage. Notwithstanding any other provision contained herein to the contrary, the underlying ownership of the properties burdened by the Joint Driveway Easement Areas shall remain in the names of the current Owners of record, their heirs, successors, and/or assigns. The Joint Driveway Owners shall obtain and maintain insurance in reasonable amounts (with reasonable deductibles) on their respective portions of the Joint Driveway Easement Area covering liability for property damage, personal injury suffered by persons using the Joint Driveway Easement Area, and death. In the event of such a calamity, resulting repair, replacement, or liability expenses shall be paid from such insurance proceeds. To the extent insurance does not cover all such expenses, the Joint Driveway Owners shall share the remaining expenses equally (unless the Joint Driveway Owners agree otherwise); PROVIDED, however, in the event the Joint Driveway is damaged as a result of improper, negligent, or unusual use by a Joint Driveway Owner or his respective heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, such Joint Driveway Owner shall be responsible for such



damage and shall promptly pay the entire cost of restoring the Joint Driveway to its condition prior to such damage. The cost of repairing damage occasioned by an Act of God shall be borne and apportioned as if a normal maintenance expense.

- (g) Private Driveways/Walkways. Joint Driveway Owners shall have the right to connect private driveways and walkways to the Joint Driveway to provide for pedestrian and limited vehicular access, ingress and egress to and from their respective properties (the “**Private Driveways/Walkways**”); PROVIDED, however, that vehicular use of any such Private Driveway/Walkway shall be limited and restricted solely to bicycles, golf carts and such other vehicles, if any, as the Master Developer and the Master Owners’ Association may permit from time to time. Such Private Driveways/Walkways shall be for the use and enjoyment of the Owner of the Unit to which it provides access, their heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, and the other Joint Driveway Owners sharing the Joint Driveway shall have no rights therein. Any cost and expense incurred in connection with the construction, maintenance, upkeep, improvement, repair, and replacement of such Private Driveways/Walkways shall be the sole responsibility of the Owner of the Unit to which it provides access; PROVIDED, however, that any portions of said Private Driveways/Walkways constructed within the Joint Driveway Easement Area shall be deemed part of the Joint Driveway, and shall be constructed and maintained to the same standards as the Joint Driveway. All Private Driveways/Walkways shall be designed and constructed of such materials as may be approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All Private Driveways/Walkways shall be maintained by the Owner thereof in accordance with the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents.
- (h) Utilities. The surface of the Joint Driveway Easement Area, including the Joint Driveway, or any Private Driveway/Walkway constructed within the Joint Driveway Easement Area, may be breached for the installation or maintenance of underground utilities which may be placed within the Joint Driveway Easement Area; PROVIDED, however, the Owner of the property served by such utilities, at such Owner’s sole cost and expense, shall be responsible for immediately restoring the Joint Driveway Easement Area, including the Joint Driveway, or any Private Driveway/Walkway constructed within the Joint Driveway Easement Area, as applicable, to its previous condition. **Time is of the essence.**
- (i) Remedies and Enforcement. The Master Developer, the Master Owners’ Association, the DRB and any Joint Driveway Owner shall each have the right to enforce, by any proceeding at law or in equity, all covenants now or hereafter imposed by the provisions of this **Section 4** as it may be amended. Failure by the Master Developer, the Master Owners’ Association, the DRB and/or any Joint Driveway Owner to enforce in whole or in part any covenant of this **Section 4**,

regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter.

5. 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, the Drainage Easements and the Joint Driveway Easements (collectively, the "Moveable 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. Shared Wastewater Treatment System. The Master Developer hereby declares and requires that **Lots 81, 83, 85 and 87** as shown on the Subdivision Plan shall utilize a shared Wastewater Treatment System located or to be located on that certain portion of Christophe Harbour, which adjoins said lots, designated as "Utility Tract" on the Subdivision Plan in accordance with Section 4.10 of the Master Covenants (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), and such shared Wastewater Treatment System shall serve as the only method of disposal or dispersal of sewage or effluent for **Lots 81, 83, 85 and 87** as shown on the Subdivision Plan.

The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 81, 83, 85 and 87** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as "**Utility Tract**" on the Subdivision Plan; which said easement is for the purpose of installing, constructing, monitoring, repairing, replacing, maintaining and operating the Wastewater Treatment System and such underground facilities as are necessary to connect the Dwelling Units on **Lots 81, 83, 85 and 87** as shown on the Subdivision Plan to the Wastewater Treatment System installed, or to be installed, on that certain portion of Christophe Harbour, which adjoins said lots, designated as "**Utility Tract**" on the Subdivision Plan.

The installation and maintenance of the Wastewater Treatment System installed, or to be installed, on that certain portion of Christophe Harbour, which adjoins said lots, designated as "**Utility Tract**" on the Subdivision Plan shall be governed by Section 4.10 of the Master Covenants (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).

8. Exterior Maintenance. The Master Owners' Association may choose, in its discretion, to provide exterior maintenance upon each Residential Lot within the Sandy Bank Bay Beachside Bungalows Neighborhood as follows: paint and/or stain the exterior of any Dwelling Unit on the Residential Lot; repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, mailboxes, fences installed by the Master Developer or the Master Owners' Association, exterior post lights (excluding electricity therefor), and other exterior improvements. Such exterior maintenance shall not include glass surfaces. No maintenance by an Owner shall reduce the assessments payable by him or her to the Master Owners' Association.

As a matter of information to future Owners of Residential Lots within the Sandy Bank Bay Beachside Bungalows Neighborhood, the Master Developer desires to make it known that due to differing amounts of exposure to the elements and other factors, some Residential Lots may require more maintenance than others and that it is in the best interest of all Owners of Residential Lots within the Sandy Bank Bay Beachside Bungalows Neighborhood that all Units be properly maintained and that the Master Owners' Association shall be required to provide such maintenance provided for herein and make a uniform charge without regard to the actual cost of maintenance of each Residential Lot.

In the event that the need for maintenance or repair is caused through the willful or negligent act of an Owner, his or her family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Residential Lot is subject, which is not subject to any maximum. The Master Owners' Association is hereby granted an easement right of access to go upon any Residential Lot for performance of repairs or maintenance, the responsibility of which is the Master Owners' Association's hereunder.

The Master Owners' Association may elect not to provide the exterior maintenance on the individual Residential Lots within the Sandy Bank Bay Beachside Bungalows Neighborhood, as set out above, and the Master Owners' Association agrees to give the Owners at least ninety (90) days of written notice of such election. The Owners agree to such a right and election on the part of the Master Owners' Association. Upon receipt of such written notice of election, the Owners agree to maintain the exterior of the Residential Lots in good condition and appearance and in accordance with the provisions of this **Section 8** and all other requirements of this Supplement.

9. Provisions are Supplemental. Notwithstanding anything contained in this Supplement to the contrary, the terms and provisions of this Supplement, including, but not limited to, the covenants, conditions, restrictions, easements, limitations and exhibits set forth herein, are in addition to the terms and provisions provided for in the Master Covenants and, as such, this Supplement shall be deemed a part of the Master Covenants. Except as expressly and specifically modified, amended or supplemented by this Supplement, the Master Covenants, together with any and all modifications, amendments and/or supplements thereto, shall remain in full force and effect.
10. Binding Effect. The Master Developer hereby declares that the Sandy Bank Bay Beachside Bungalows 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 Sandy Bank Bay Beachside Bungalows 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 Sandy Bank Bay Beachside Bungalows Property, their heirs, successors, successors-in-title, and assigns.
11. Dispute Resolution and Limitation on Litigation. Any disputes as to the interpretation or other matters involving, arising out of or otherwise concerning this Supplement shall be handled in accordance with and subject to the procedures set forth in **Chapter 18** of the Master Covenants.
12. Amendment. Any amendments to this Supplement shall be made in accordance with and subject to the procedures set forth in **Chapter 20** of the Master Covenants.
13. 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.

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.
  
15. 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.
  
16. Exhibits. The following schedules and exhibits are attached to this Supplement and incorporated by this reference and amendment of such exhibits shall be governed by the provisions of Section 12 herein:

EXHIBIT "A"	Description of the Sandy Bank Bay Beachside Bungalows Property
EXHIBIT "B"	Boundary Plan of the Sandy Bank Bay Beachside Bungalows Property
EXHIBIT "C"	Subdivision Plan of the Sandy Bank Bay Beachside Bungalows Property

(Signature Page Follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal effective as of the date first above written.

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, )

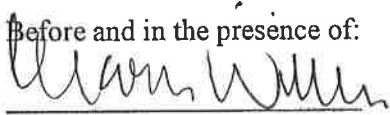
CHRISTOPHE HARBOUR )  
DEVELOPMENT COMPANY )  
LIMITED )

By: 

Name: William P. Lee

Title: Chief Operating Officer

Before and in the presence of:



NOTARY PUBLIC

(Signature and Seal)

**EXHIBIT "A"**

**TO**

**FIFTH SUPPLEMENT**

**Description of the Sandy Bank Bay Beachside Bungalows Property**

ALL THAT parcel of land situate, lying and being 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 Sandy Bank Bay Beachside Bungalows Property containing 27,166 square feet as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF SANDY BANK BAY BEACHSIDE BUNGALOWS CONTAINING 27,166 SQUARE FEET" and dated the 18th day of June 2013, and bounded and measuring as follows, that is to say, on the North, West and East by Residual Tract 3, Other Lands of Christophe Harbour Development Company Limited as shown on said plan; on the South by Lots 313 and 311, Other Lands of Christophe Harbour Development Company Limited as shown on said plan; and being described by the following metes and bounds to wit:

Beginning at the common corner of Lot 313, Residual Tract 3, Other Lands of Christophe Harbour Development Company Limited and Sandy Bank Bay Bungalows Property;

Thence S 37°50'35"W a distance of 123.76 feet to a corner set;

thence 31.83 feet along the arc of a curve turning to the left,  
having a radius of 125.05 feet, a chord bearing of S 30°33'04" W,  
and a chord length of 31.74 feet to a corner set;

thence S 23°15'33" W a distance of 10.33 feet to a corner set;

thence 37.67 feet along the arc of a curve turning to the right,  
having a radius of 83.03 feet, a chord bearing of S 36°15'22" W,  
and a chord length of 37.35 feet to a corner set;

thence N 48°42'50" W a distance of 30.46 feet to a corner set;

thence 14.34 feet along the arc of a curve turning to the right,  
having a radius of 53.03 feet, a chord bearing of S 61°34'01" W  
and a chord length of 14.30 feet to a corner set;

thence S 69°18'50" W a distance of 33.12 feet to a corner set;  
thence N 21°38'05" W a distance of 37.03 feet to a corner set;  
thence N 65°26'11" E a distance of 28.26 feet to a corner set;  
thence N 19°24'52" W a distance of 72.17 feet to a corner set;  
thence N 43°05'47" E a distance of 37.16 feet to a corner set;  
thence N 38°56'00" E a distance of 50.84 feet to a corner set;

thence N 33°23'31" E a distance of 52.91 feet to a corner set;  
thence N 45°06'10" E a distance of 50.48 feet to a corner set;  
thence S 37°18'31" E a distance of 122.76 feet to the Point of Beginning.



**EXHIBIT "B"**

**TO**

**FIFTH SUPPLEMENT**

**Boundary Plan of the Sandy Bank Bay Beachside Bungalows Property**

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF SANDY BANK BAY BEACHSIDE BUNGALOWS" and dated the 18<sup>th</sup> day of June 2013.

**EXHIBIT "C"**

**TO**

**FIFTH SUPPLEMENT**

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

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY BEACHSIDE BUNGALOWS SHOWING 4 RESIDENTIAL LOTS" and dated the 18<sup>th</sup> day of June 2013.

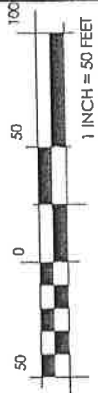
NOTES:  
 1. ALL DISTANCES SHOWN ARE GROUND  
 2. GROUND TO GRID SCALE FACTOR: 0.999615  
 3. ALL LOT CORNERS AND RIGHTS-OF-WAY  
 P.C.'S AND P.T.'S ARE TO BE WITNESSED BY  
 CONCRETE MONUMENTS WHEREVER FEASIBLE  
 5/8" REBAR, STABILIZED BY CONCRETE. IS TO BE  
 USED OTHERWISE.

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

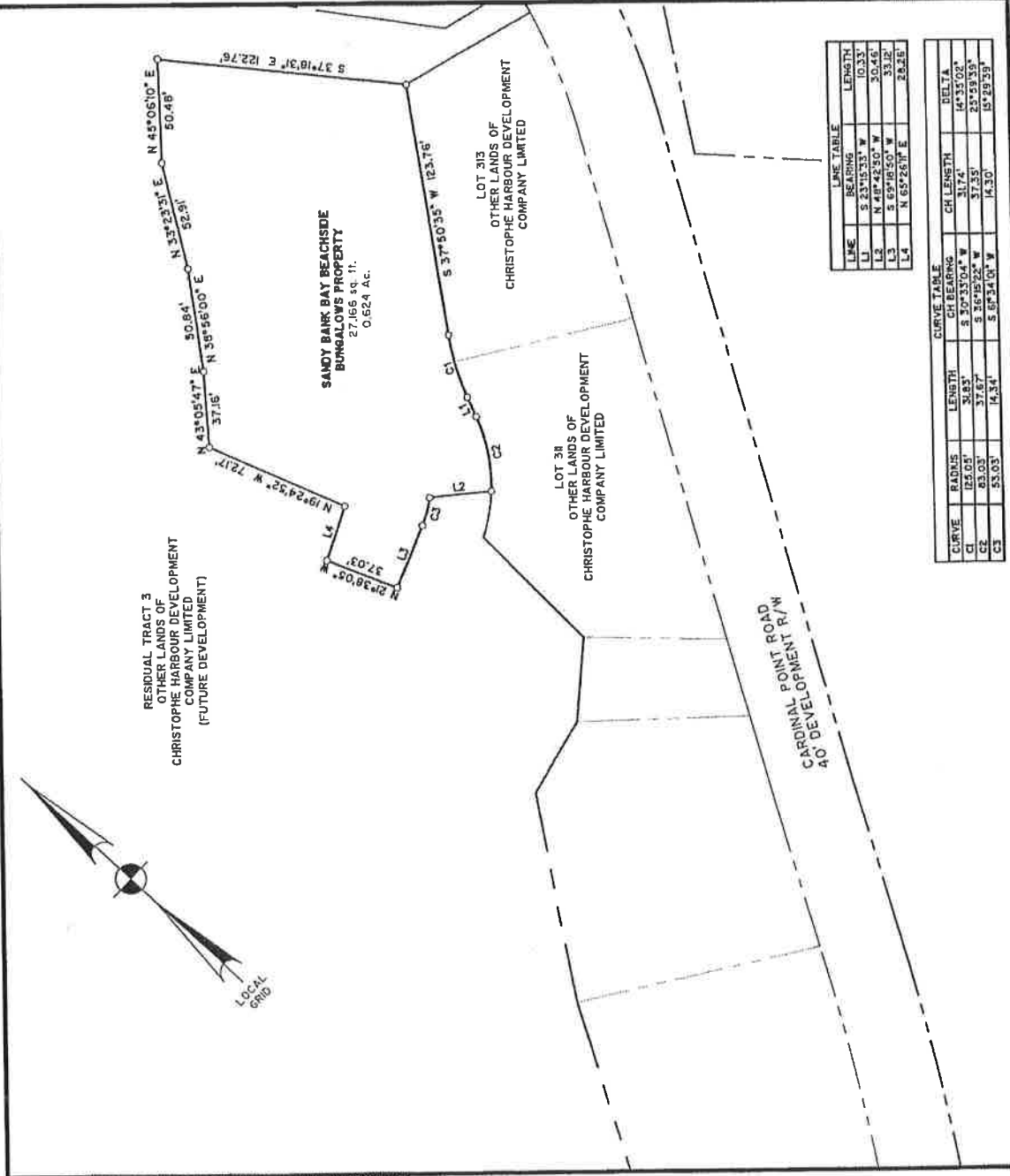
A BOUNDARY PLAN OF  
**SANDY BANK BAY  
 BEACHSIDE BUNGALOWS**  
 CONTAINING  
**27,166 Sq. Ft.**

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

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



SURVEYED BY:  
 CHRISTOPHER  
 LICENSED LAND SURVEYOR  
 ST. KITTS & NEVIS  
 18 JUNE, 2013  
 SHEET 1 OF 1



LINE	BEARING	LENGTH
L1	S 23°15'33" W	10.33'
L2	N 48°42'50" W	30.45'
L3	S 69°18'50" W	33.12'
L4	N 65°26'11" E	24.24'

CURVE	RADIUS	LENGTH	CH. BEARING	CH. LENGTH	DELTA
CI	85.05'	34.85'	S 27°33'04" W	31.74'	143°3'02"
CE	83.03'	37.87'	S 36°45'22" W	37.25'	25°53'53"
CS	53.03'	14.34'	S 68°34'01" W	14.30'	15°28'59"



**NOTES:**

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

**LEGEND**

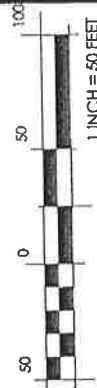
- A CALCULATED POINT (NO MONUMENT SET)
- O PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)
- ESMT. EASEMENT

DEVELOPMENT RIGHTS-OF-WAY	0.53 ACRES
RESIDENTIAL LOTS	0.59 ACRES
OTHER LANDS	0.03 ACRES
<b>TOTAL AREA</b>	<b>0.85 ACRES</b>

**A SUBDIVISION PLAN OF  
SANDY BANK BAY  
BEACHSIDE BUNGALOWS  
4 RESIDENTIAL LOTS**

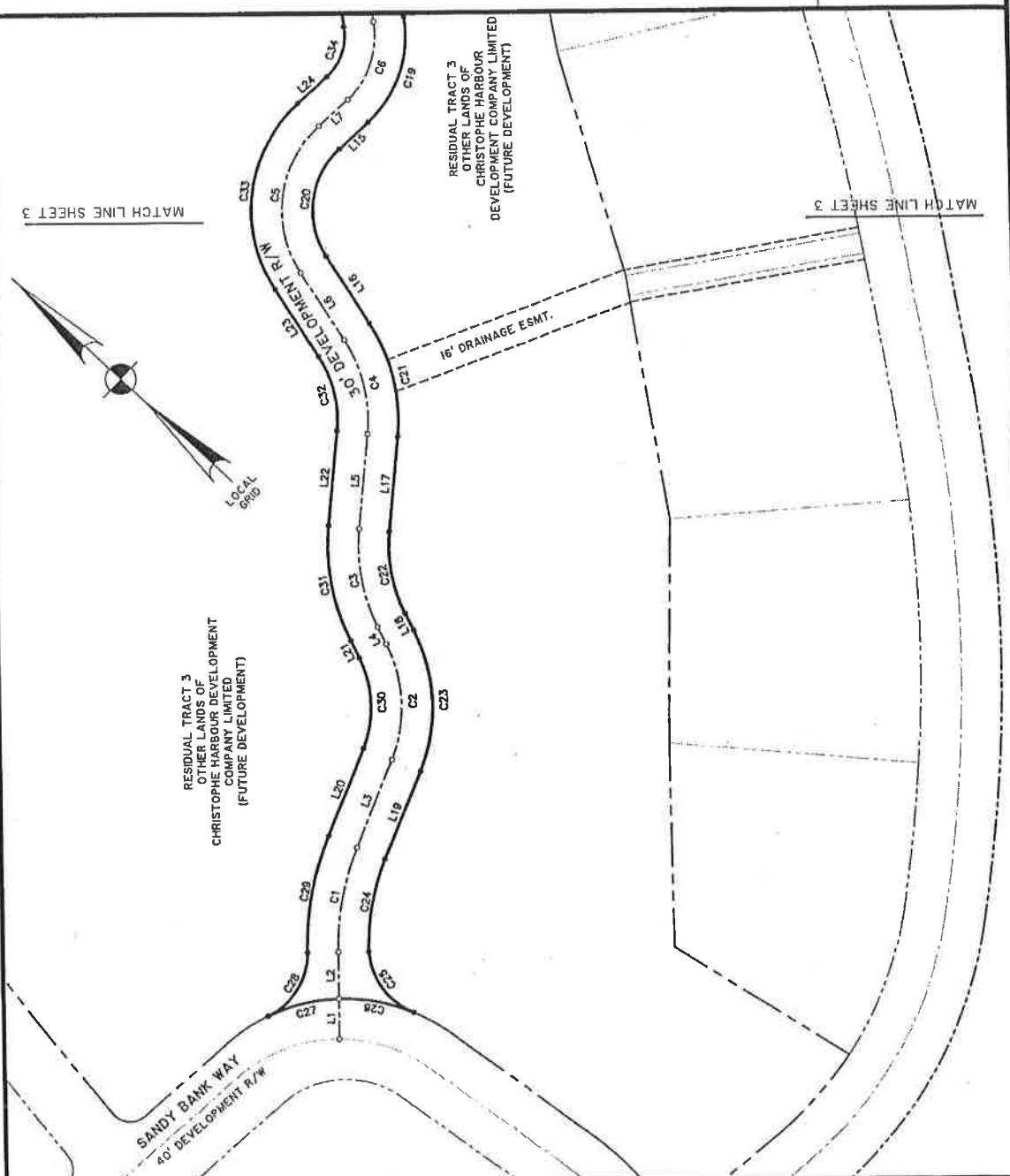
SITUATE AT  
ST. KITTS PENINSULA RESORT DISTRICT  
IN THE PARISH OF SAINT GEORGE  
ST. KITTS, WEST INDIES

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



SURVEYED BY:  
DWAYNE C. FRANCIS  
LICENSED LAND SURVEYOR  
ST. KITTS & NEVIS  
16 JUNE, 2015

SHEET 2 OF 4



NOTES:  
 1. ALL DISTANCES SHOWN ARE GROUND  
 2. GROUND GRID SCALE FACTOR: 0.999615  
 3. ALL LOT CORNERS AND RIGHTS-OF-WAY  
 4. C.C.'S AND P.T.'S ARE TO BE WITNESSED BY  
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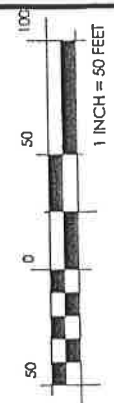
**LEGEND**

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

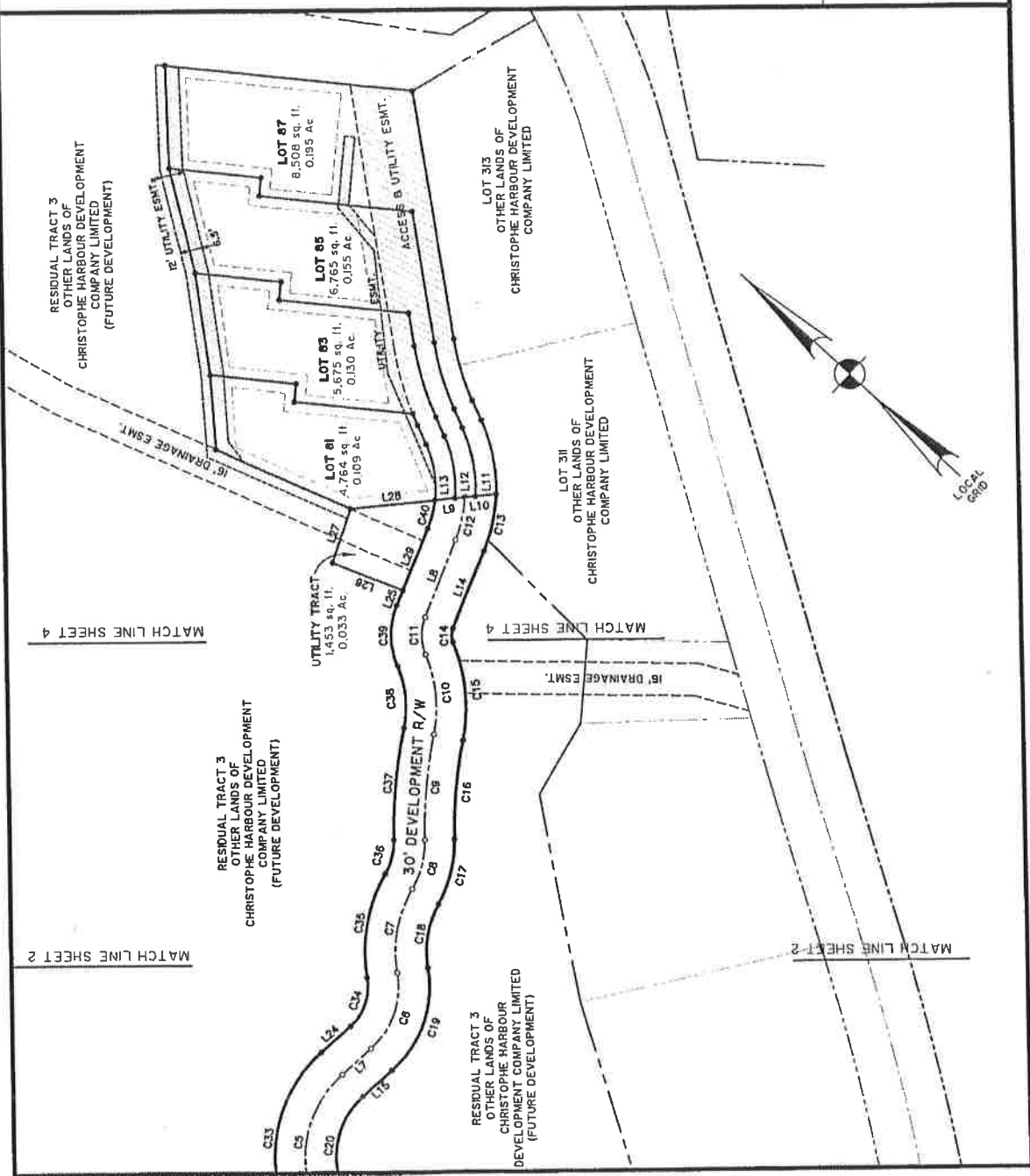
A SUBDIVISION PLAN OF  
**SANDY BANK BAY**  
**BEACHSIDE BUNGALOWS**  
 4 RESIDENTIAL LOTS

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

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



SURVEYED BY:  
 DWIGHT C. FRANCIS  
 LICENSED SURVEYOR  
 ST. KITTS & NEVIS  
 18 JUNE, 2015



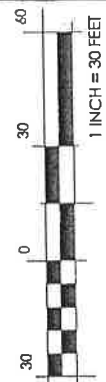
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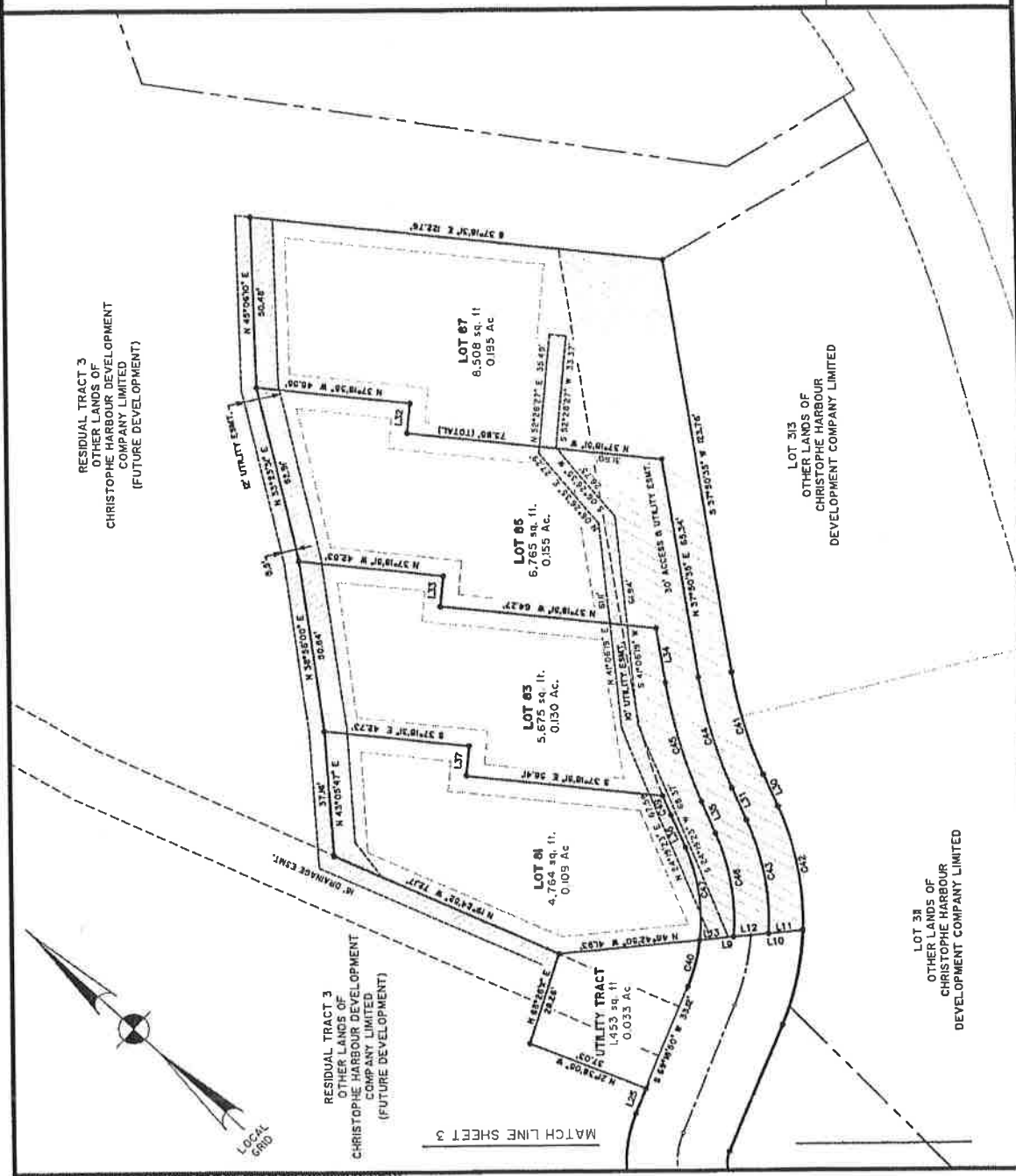
A SUBDIVISION PLAN OF  
**SANDY BANK BAY**  
**BEACHSIDE BUNGALOWS**  
 4 RESIDENTIAL LOTS

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

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



SURVEYED BY:  
 DWIGHT A. NEVINS  
 LICENSED LAND SURVEYOR  
 ST. KITTS & NEVIS  
 18 JUNE, 2013  
 SHEET 4 OF 4



CHRISTOPHE HARBOUR  
ST. KITTS

FIFTH SUPPLEMENT

TO

THE DECLARATION OF  
COVENANTS, CONDITIONS,  
AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

Filed herein on December 10, 2013

  
\_\_\_\_\_  
Registrar of Titles (Ag.)