




CHRISTOPHE HARBOUR
ST. KITTS

SIXTH SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

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THIS SIXTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Sixth Supplement**”) is made this 23rd 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 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 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 10 Property, which property is delineated on the Tract 10 Boundary Plan; and

WHEREAS, the Master Developer now desires to annex the Tract 10 Property into Christophe Harbour and to subject the Tract 10 Property to the Master Covenants; and

WHEREAS, the Master Developer further desires to establish a new Neighborhood within Christophe Harbour to be known as the “Ocean Grove Neighborhood” and to assign the Tract 10 Property to such Neighborhood, 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. 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) **“Supplement”** or **“Sixth Supplement”** means this Sixth Supplement, as it may be modified, amended and/or supplemented from time to time.
 - (b) **“Tract 10 Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A BOUNDARY PLAN OF TRACT 10 CONTAINING 7.153 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 19th day of April 2013, and attached hereto as **Exhibit “B”**.
 - (c) **“Tract 10 Property”** means that certain real property described in **Exhibit “A”** attached hereto, which Tract 10 Property is delineated on the Tract 10 Boundary Plan attached hereto as **Exhibit “B”**.
2. Annexation of Tract 10 Property and Submission to the Master Covenants. The Master Developer hereby declares that all of the Tract 10 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 10 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 10 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 10 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 10 Property.
3. Establishment of Neighborhood; Assignment to Neighborhood; Neighborhood Assessments; Permitted Use(s).
 - (a) Establishment of and Assignment to Neighborhood. Pursuant to **Section 11.1** of the Master Covenants, a Neighborhood to be known as the “Ocean Grove Neighborhood” is hereby established within Christophe Harbour. The Tract 10 Property is hereby assigned to and is now a part of the Ocean Grove Neighborhood. Further, the Tract 10 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 Tract 10 Property, as part of the Ocean Grove Neighborhood and the Sandy Bank Bay Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.

- (c) Permitted Use(s). In addition to the use limitations placed upon the Tract 10 Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Tract 10 Property shall be used only for single-family residential purposes.
4. 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.
5. Binding Effect. The Master Developer hereby declares that the Tract 10 Property shall be held, sold, used, and transferred subject to the covenants, conditions, restrictions, easements, obligations and limitations set forth in this Supplement, which shall run with the title to the Tract 10 Property. This Supplement, including, but not limited to, all of the covenants, conditions, restrictions, easements, obligations and limitations herein, shall be binding upon and inure to the benefit of all Persons having any right, title, or interest in or to any portion of Christophe Harbour, including the Tract 10 Property, their heirs, successors, successors-in-title, and assigns.
6. 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.
7. 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.
9. 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.
11. 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.

12. 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.

13. 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 7 herein:

- EXHIBIT "A" Description of the Tract 10 Property
- EXHIBIT "B" Boundary Plan of the Tract 10 Property

(Signature page follows)

EXHIBIT "A"

TO

SIXTH SUPPLEMENT

Description of the Tract 10 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 Tract 10 containing 7.153 acres as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF TRACT 10 CONTAINING 7.153 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 19th day of April 2013, and bounded and measuring as follows, that is to say, on the North and East by Other Lands of KHT Land Holdings Limited as shown on said plan; on the South by Other Lands of KHT Land Holdings Limited and Pelican Drive, a development right of way as shown on said plan; on the West by Pelican Drive, a development right of way as shown on said plan; on the North by Sandy Bank Way, a development right of way as shown on said plan; and being described by the following metes and bounds to wit:

Beginning at a corner located on the southern edge of the right of way of Sandy Bank Way at the intersection with the eastern edge of the right of way of Pelican Drive;

thence 122.62 feet along the arc of a curve turning to the left, having a radius of 1640.62 feet, a chord bearing of S 82°31'06" E, and a chord length of 122.59 feet to a corner set;

thence S 04°52'44" E a distance of 63.30 feet to a corner set;
thence S 14°09'47" E a distance of 63.25 feet to a corner set;
thence S 03°59'20" E a distance of 111.99 feet to a corner set;
thence S 00°43'26" W a distance of 101.64 feet to a corner set;
thence S 76°59'53" E a distance of 79.26 feet to a corner set;
thence N 37°09'33" E a distance of 73.98 feet to a corner set;
thence N 54°46'55" E a distance of 85.14 feet to a corner set;
thence N 84°48'06" E a distance of 48.87 feet to a corner set;
thence S 05°19'41" E a distance of 103.72 feet to a corner set;
thence S 26°19'11" E a distance of 112.57 feet to a corner set;
thence S 01°29'11" W a distance of 88.79 feet to a corner set;
thence S 10°38'55" E a distance of 64.14 feet to a corner set;
thence S 02°38'28" W a distance of 265.11 feet to a corner set;
thence N 88°30'09" W a distance of 181.57 feet to a corner set;

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

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

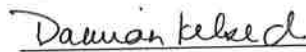
THE COMMON SEAL OF CHRISTOPHE)
HARBOUR DEVELOPMENT)
COMPANY LIMITED, a private ordinary)
company limited by shares and existing)
under the laws of the Federation of St.)
Christopher and Nevis, has been hereunto)
affixed by William P. Lee,)
Chief Operating Officer of the said)
Company,)
Before and in the presence of:)

CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED

By: 

Name: William P. Lee

Title: Chief Operating Officer



NOTARY PUBLIC

(Signature and Seal)

thence N 88°47'57" W a distance of 230.60 feet to a corner set;

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

thence N 19°48'38" E a distance of 380.39 feet to a corner set;

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

thence N 17°47'33" W a distance of 76.05 feet to a corner set;
thence 52.30 feet along the arc of a curve to the right, having a radius of 130.05 feet, a chord bearing of N 06°16'20" W, and a chord length of 51.95 feet to a corner set;

thence 32.91 feet along the arc of a curve turning to the right, having a radius of 20.00 feet, a chord bearing of N 52°23'08" E, and a chord distance of 29.32 feet to the Point of Beginning.

BEING the same property delineated and set forth on the plan thereof by Dwight C. Francis, Licensed Land Surveyor, titled "A Boundary Plan of Parcel N Containing 7.153 Acres" and dated the 19th day of April 2013, and attached to the Certificate of Title in favour of Christophe Harbour Development Company Limited dated the 16th day of ~~October~~ 2013, and registered in Register Book M3, Folio 431 of the Register of Titles of the Island of Saint Christopher.

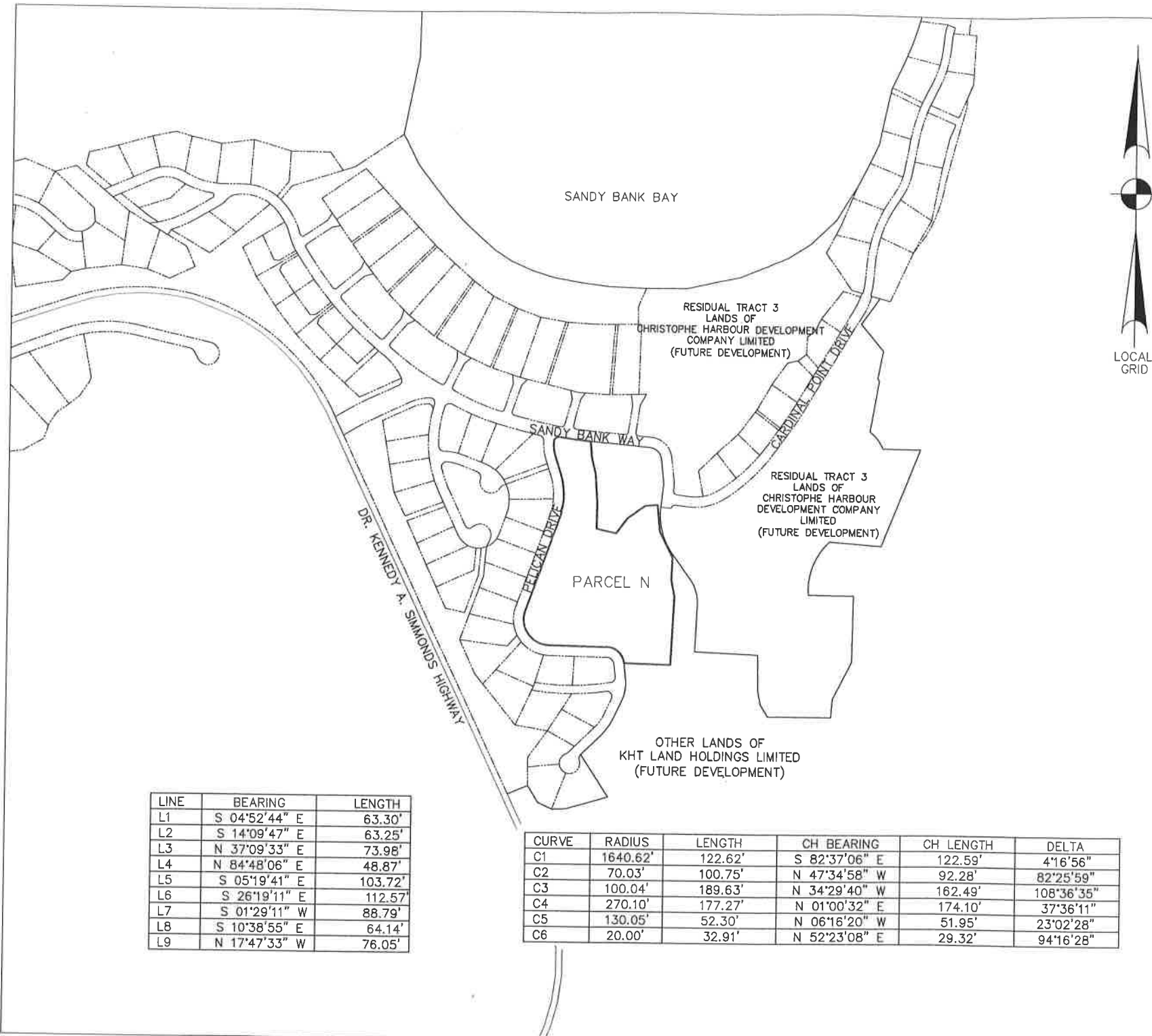
EXHIBIT "B"

TO

~~THIRD~~ SUPPLEMENT

Boundary Plan of the Tract 10 Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF TRACT 10 CONTAINING 7.153 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 19th day of April 2013.



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

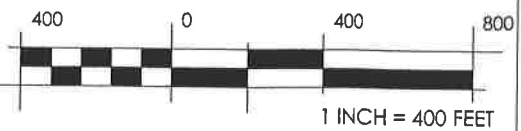
LEGEND
 ▲ CALCULATED POINT (NO MONUMENT SET)
 ○ PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)
 ESMT. EASEMENT



A BOUNDARY PLAN OF
PARCEL N
 CONTAINING 7.153 ACRES

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

PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED

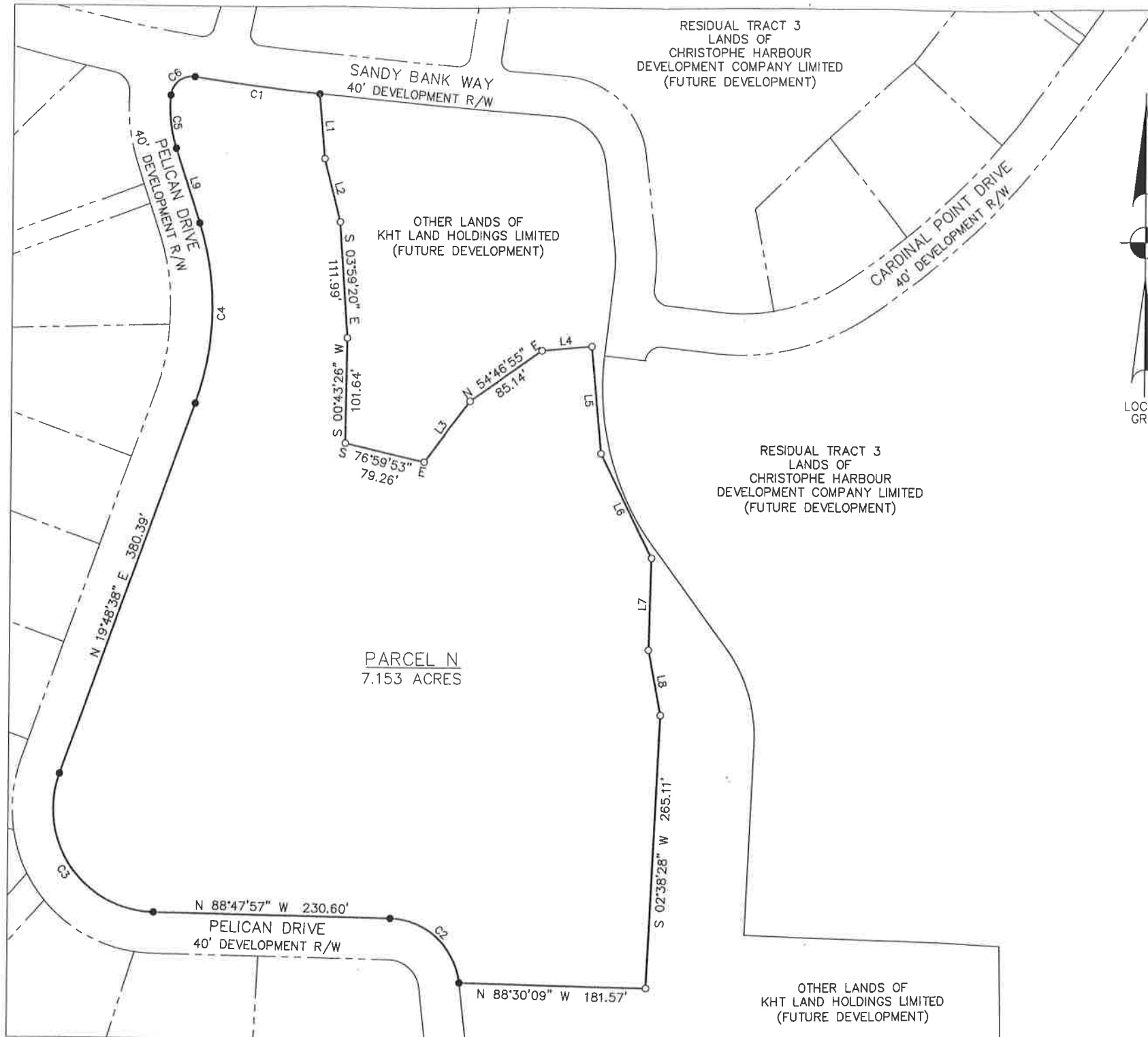


LINE	BEARING	LENGTH
L1	S 04°52'44" E	63.30'
L2	S 14°09'47" E	63.25'
L3	N 37°09'33" E	73.98'
L4	N 84°48'06" E	48.87'
L5	S 05°19'41" E	103.72'
L6	S 26°19'11" E	112.57'
L7	S 01°29'11" W	88.79'
L8	S 10°38'55" E	64.14'
L9	N 17°47'33" W	76.05'

CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	1640.62'	122.62'	S 82°37'06" E	122.59'	4°16'56"
C2	70.03'	100.75'	N 47°34'58" W	92.28'	82°25'59"
C3	100.04'	189.63'	N 34°29'40" W	162.49'	108°36'35"
C4	270.10'	177.27'	N 01°00'32" E	174.10'	37°36'11"
C5	130.05'	52.30'	N 06°16'20" W	51.95'	23°02'28"
C6	20.00'	32.91'	N 52°23'08" E	29.32'	94°16'28"

D.C. Francis

SURVEYED BY:
 DWIGHT C. FRANCIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 19 APRIL, 2013



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

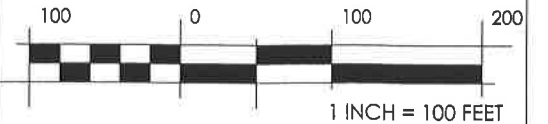
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- ESMT. EASEMENT



A BOUNDARY PLAN OF
 PARCEL N
 CONTAINING 7.153 ACRES

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
 19 APRIL, 2013

**CHRISTOPHE HARBOUR
ST KITTS**

SIXTH SUPPLEMENT

TO

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

FOR

CHRISTOPHE HARBOUR



Filed herein January 23, 2014

A handwritten signature in cursive script, appearing to read "D. Ashby", written over a horizontal line.

Registrar of Titles