

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

Form part of St. Kitts Peninsula Resort District Planned Community

No. 1



Registrar of Titles

Filed
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CHRISTOPHE HARBOUR
ST. KITTS

FOURTH SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

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THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
CHRISTOPHE HARBOUR

THIS FOURTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Fourth Supplement**”) is made this 30th day of June, 2011 (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**”); 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 8 Property, which property is delineated on the Tract 8 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 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) “**Subdivision Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A SUBDIVISION PLAN OF PAVILION HILL SHOWING 7 RESIDENTIAL LOTS” and dated the 2nd day of June 2011, and attached hereto as Exhibit “C”.
 - (b) “**Supplement**” or “**Fourth Supplement**” means this Fourth Supplement, as it may be modified, amended and/or supplemented from time to time.
 - (c) “**Tract 8 Boundary Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “BOUNDARY PLAN OF TRACT 8 CONTAINING 2.30 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY” and dated the 28th day of June 2011, and attached hereto as Exhibit “B”.

- (d) **“Tract 8 Property”** means that certain real property described in **Exhibit “A”** attached hereto, which Tract 8 Property is delineated on the Tract 8 Boundary Plan attached hereto as **Exhibit “B”**.
- (e) **“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 Tract 8 Property identified on **Exhibit “D”** attached hereto.

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

- (a) Assignment to Neighborhood. The Tract 8 Property is hereby assigned to and is now a part of the Sandy Bank Bay Neighborhood.
- (b) Neighborhood Assessments. In addition to General Assessments, Special Assessments, Specific Assessments and any other Assessments under the Master Covenants, the Tract 8 Property, as part of the Sandy Bank Bay Neighborhood, shall be subject to Neighborhood Assessments as provided in the Master Covenants.
- (c) Unit Designation(s). The Tract 8 Property as shown on the Subdivision Plan includes seven (7) numbered residential lots. Each of the seven (7) numbered lots comprising the Tract 8 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 Tract 8 Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Tract 8 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, appurtenant 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 Tract 8 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 Tract 8 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 Tract 8 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 Tract 8 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 Tract 8 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 Tract 8 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 Tract 8 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 Tract 8 Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Tract 8 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 Tract 8 Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this Section 3.

4. 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.
5. 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.
6. 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.

7. Binding Effect. The Master Developer hereby declares that the Tract 8 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 8 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 8 Property, their heirs, successors, successors-in-title, and assigns.
8. 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.
9. Amendment. Any amendments to this Supplement shall be made in accordance with and subject to the procedures set forth in **Chapter 20** of the Master Covenants.
11. Severability. If any provision of this Supplement, in whole or in part, is held to be illegal, invalid or unenforceable, such provision shall be fully severable; this Supplement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Supplement; and the remaining provisions of this Supplement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Supplement.
13. 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.
14. 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.

15. 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 9** herein:

EXHIBIT "A"	Description of the Tract 8 Property
EXHIBIT "B"	Boundary Plan of the Tract 8 Property
EXHIBIT "C"	Subdivision Plan of the Tract 8 Property
EXHIBIT "D"	Description of the Utility Easement Area(s)
EXHIBIT "E"	Description of the Drainage Easement Area(s)

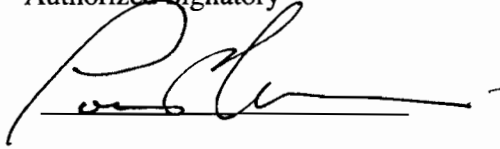
(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal on the 30th day of June 2011.

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 Townsend P. Clarkson,)
Authorized Agent of Kiawah Development)
Partners, Inc., the Administrative Agent of)
the said Company,)

CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED

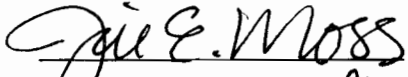
By: Kiawah Development Partners, Inc.
Its: Administrative Agent and
Authorized Signatory

By: 

Name: Townsend P. Clarkson

Title: Authorized Agent

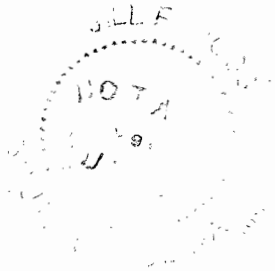
Before and in the presence of:



NOTARY PUBLIC for Charleston County, SC

My Commission Expires: 8/18/2016

(Signature and Seal)



A. D. 2011

NOTARIAL CERTIFICATE

I, Jill E. Moss of Charleston, SC,

HEREBY CERTIFY that on the 30th day of June 2011, 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 **FOURTH 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 30th day of June 2011.

Jill E. Moss



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

My Commission Expires: 8/18/2016

(Signature and Seal)

EXHIBIT "A"

TO

FOURTH SUPPLEMENT

Description of the Tract 8 Property

ALL THAT parcel of land situate, lying and being in the St. Kitts Peninsula Resort District, in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of Christophe Harbour Development Company Limited designated as **Tract 8** containing **100,309 sq. ft. or 2.30 acres** as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 8 CONTAINING 2.30 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 28th day of June 2011, and bounded and measuring as follows, that is to say, on the North and West by lands of Christophe Harbour Development Company Limited; on the South and East by Cardinal Point Drive, a development right of way, and being described by the following metes and bounds to wit:

Commencing at the northeastern intersection of the right of way of Sandy Bank Way and Cardinal Point Drive; thence S 87°25'59" E a distance of 103.06' to a point being the Point Of Beginning;

Thence N 10°43'44" W a distance of 100.23' to a point;
Thence N 46°08'14" E a distance of 100.33' to a point;
Thence N 47°50'04" E a distance of 109.63' to a point;
Thence N 37°15'44" E a distance of 121.13' to a point;
Thence N 30°34'14" E a distance of 114.12' to a point;
Thence N 36°25'44" E a distance of 105.10' to a point;
Thence N 77°51'20" E a distance of 40.49' to a point;
Thence N 52°03'31" E a distance of 41.41' to a point;
Thence N 02°21'14" E a distance of 69.17' to a point;

Thence 60.98' along the arc of a curve to the left having a radius of 83.03'
Chord bearing of N 44°17'57" E and chord length of 59.62' to a point;

Thence N 23°15'33" E a distance of 10.33' to a point;

Thence 31.83' along the arc of a curve to the right having a radius of 125.05'
Chord bearing of N 30°33'04" E and chord length of 31.74' to a point;

Thence N 37°50'35" E a distance of 123.76' to a point;
Thence S 72°59'07" E a distance of 70.66' to a point;

Thence 62.38' along the arc of a curve to the right having a radius of 279.98'

Chord bearing of S 25°00'02" W and chord length of 62.25' to a point;

Thence S 31°23'00" W a distance of 330.27' to a point:

Thence 12.05' along the arc of a curve to the right having a radius of 710.27'

Chord bearing of S 30°53'51" W and chord length of 12.05' to a point;

Thence S 30°24'42" W a distance of 76.75' to a point;

Thence 134.06' along the arc of a curve to the right having a radius of 1190.47'

Chord bearing of S 33°38'16" W and chord length of 133.99' to a point;

Thence S 36°51'50" W a distance of 68.38' to a point;

Thence 250.88' along the arc of a curve to the right having a radius of 740.29'

Chord Bearing of S 46°34'20" W and chord length of 249.68' to a point;

Thence 75.11' along the arc of a curve to the right having a radius of 180.08'

Chord Bearing of S 68°13'45" W and chord length of 74.56'
to the Point Of Beginning.

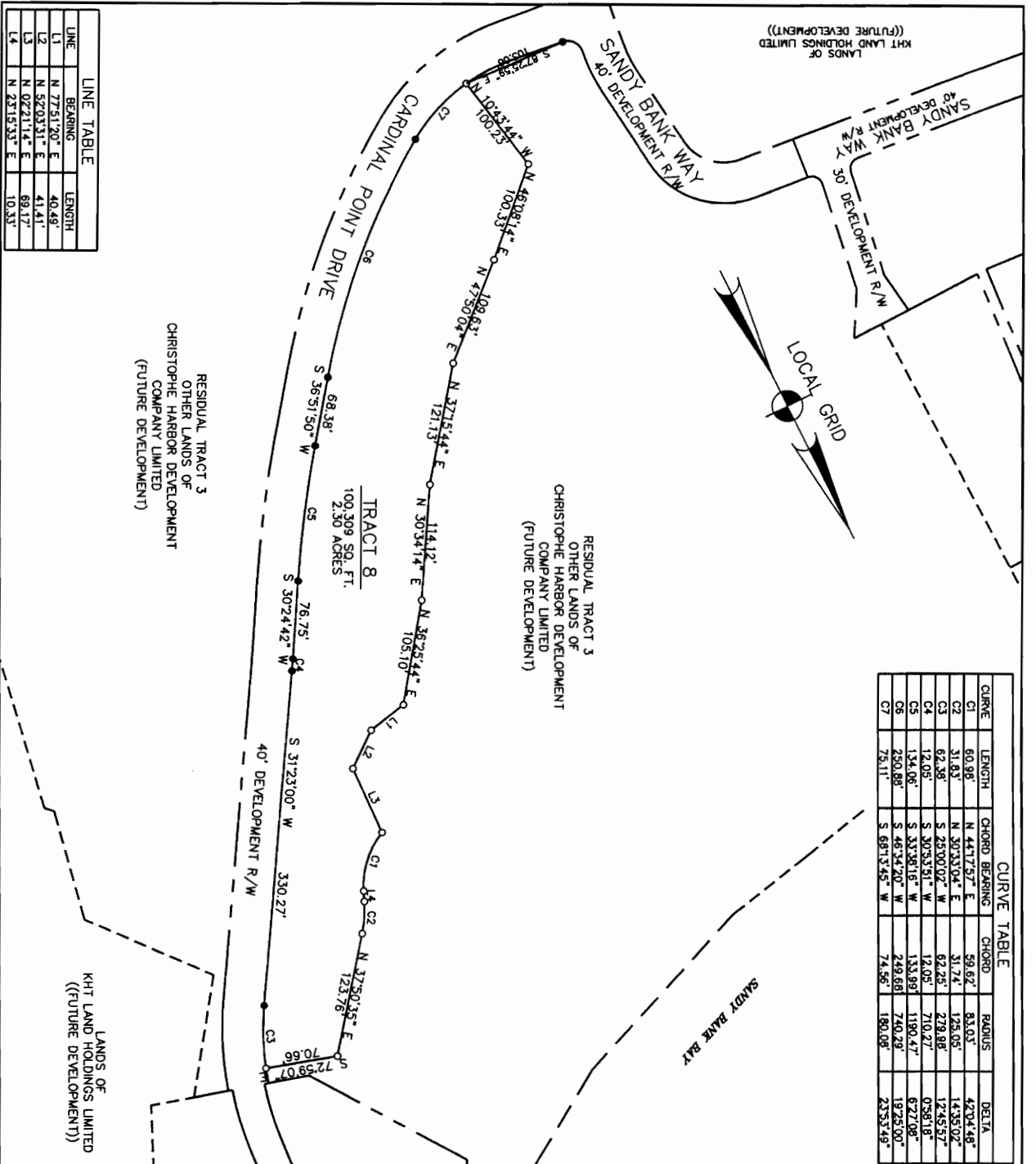
EXHIBIT "B"

TO

FOURTH SUPPLEMENT

Boundary Plan of the Tract 8 Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF TRACT 8 CONTAINING 2.30 ACRES BEING SUBMITTED TO CHRISTOPHE HARBOUR PLANNED COMMUNITY" and dated the 28th day of June 2011.



LINE	BEARING	LENGTH
L1	N 77°51'20" E	40.49'
L2	N 52°03'31" E	41.41'
L3	N 02°21'14" E	89.17'
L4	N 23°15'33" E	10.33'

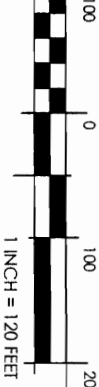
CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	60.98'	N 44°17'57" E	59.62'	83.03'	42°04'48"
C2	31.83'	N 30°33'04" E	31.74'	126.08'	12°45'02"
C3	62.36'	S 25°00'02" W	62.25'	229.98'	12°45'57"
C4	12.05'	S 30°53'51" W	12.05'	710.27'	0°58'18"
C5	134.06'	S 33°38'16" W	133.99'	1190.47'	6°27'08"
C6	250.89'	S 46°14'20" W	249.68'	740.29'	19°25'00"
C7	78.11'	S 69°13'45" W	74.56'	180.08'	23°53'49"

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.
 4. 5/8" REBAR, STABILIZED BY CONCRETE, IS TO BE USED OTHERWISE.

LEGEND
 ● EXISTING PROPERTY CORNER
 ○ PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)

BOUNDARY PLAN OF
 TRACT 8
 CONTAINING 2.30 ACRES
 BEING SUBMITTED TO
 CHRISTOPHE HARBOUR
 PLANNED COMMUNITY

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
 28 JUNE, 2011
 SHEET 1 OF 1

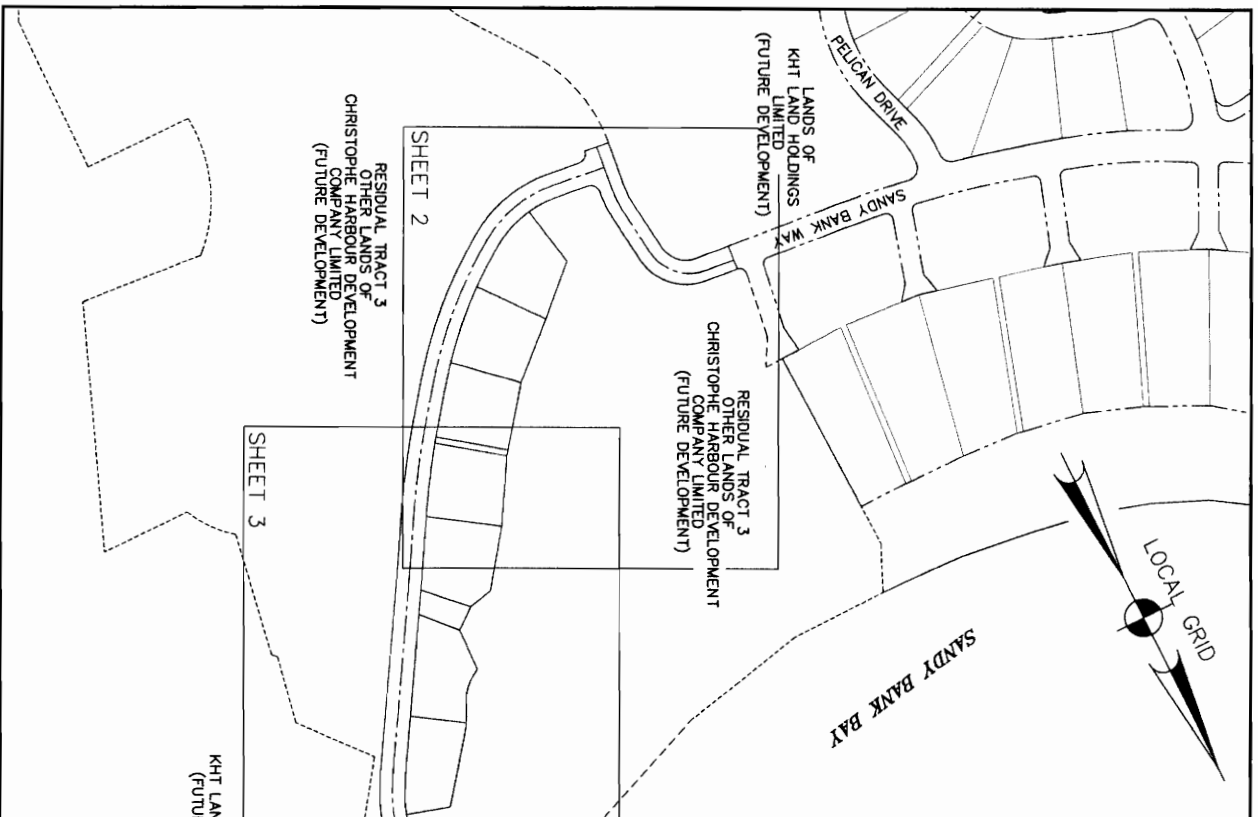
EXHIBIT "C"

TO

FOURTH SUPPLEMENT

Subdivision Plan of the Tract 8 Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF PAVILION HILL SHOWING 7 RESIDENTIAL LOTS" and dated the 28th day of June 2011.



CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA
C1	102.66'	N 45.34.55" W	94.79'	75.03'	78.71.00"
C2	34.34'	N 00.08.58" E	34.27'	150.06'	1.706.45"
C3	141.17'	N 76.29.40" E	138.26'	200.08'	407.51.40"
C4	297.65'	N 46.34.20" E	256.42'	780.29'	19.251.00"
C5	136.31'	N 33.39.16" E	136.24'	1210.47'	6.272.08"
C6	11.71'	S 30.53.51" W	11.71'	660.27'	0.561.18"
C7	82.73'	N 23.28.59" E	82.46'	299.98'	15.48.02"
C8	117.93'	N 45.35.22" W	108.95'	86.22'	78.21.54"
C9	38.92'	N 00.08.58" E	38.83'	170.06'	13.06.45"
C10	23.56'	S 38.17.35" E	21.21'	15.00'	89.59.49"
C11	51.96'	N 88.28.35" E	51.78'	180.08'	16.31.51"
C12	10.01'	N 36.16.02" E	10.00'	1190.47'	0.26.53"
C16	14.90'	N 1.705.36" E	14.89'	279.98'	3.02.54"
C17	88.18'	N 2.279.20" E	87.90'	319.98'	15.47.20"
C18	11.37'	S 30.53.51" W	11.37'	670.27'	0.56.18"
C19	138.57'	N 33.39.16" E	138.49'	1230.47'	6.22.08"
C20	264.43'	N 46.34.20" E	263.17'	780.29'	19.251.00"
C21	195.29'	N 76.29.40" E	192.08'	220.08'	40.25.40"
C22	23.56'	S 51.42.19" W	21.21'	15.00'	90.00.24"
C23	29.76'	N 00.08.58" E	29.70'	130.05'	13.06.45"
C24	66.06'	N 43.44.22" W	60.58'	46.22'	81.53.07"
C25	75.11'	N 68.13.45" E	74.56'	180.08'	23.53.49"
C26	74.78'	N 5.23.13" E	74.75'	740.29'	5.47.15"
C27	128.88'	N 45.30.21" E	128.71'	740.29'	9.58.28"
C28	47.22'	N 38.41.28" E	47.21'	128.71'	3.39.17"
C29	7.36'	N 38.41.09" E	7.36'	1190.47'	0.21.21"
C30	116.66'	N 33.13.09" E	116.62'	1190.47'	5.36.53"
C31	12.05'	S 30.53.51" W	12.05'	710.27'	0.58.18"
C32	62.38'	N 25.00.07" E	62.25'	279.98'	12.45.57"
C33	18.45'	S 3.46.43" W	18.44'	125.05'	6.07.44"
C34	18.45'	S 27.29.12" W	18.44'	125.05'	8.27.18"
C35	60.98'	N 44.17.57" E	59.62'	83.03'	42.04.48"

LINE	BEARING	LENGTH
L1	S 84.45.36" E	46.50'
L2	S 06.24.25" E	81.09'
L3	S 06.42.20" W	41.49'
L4	S 06.42.20" W	35.00'
L5	N 36.51.50" E	68.38'
L6	N 30.24.42" E	78.75'
L7	S 03.14.33" W	13.84'
L8	S 84.46.19" E	54.51'
L9	S 06.24.25" E	84.04'
L10	S 06.42.20" W	6.49'
L11	S 83.17.29" E	51.56'
L12	S 31.23.00" W	39.95'
L13	N 23.15.33" E	10.33'
L14	N 24.13.46" W	4.00'
L15	N 30.24.42" E	78.75'
L16	N 36.51.50" E	68.38'
L17	S 83.17.29" E	51.55'
L18	N 83.17.40" W	20.00'
L19	N 83.17.40" W	20.01'
L20	N 83.17.40" W	20.01'
L21	N 06.42.20" E	76.49'
L22	N 06.24.25" W	81.09'
L23	N 84.45.27" W	54.69'
L24	S 05.14.33" W	24.16'
L25	S 36.51.50" W	68.38'
L26	S 30.24.42" W	3.08'
L27	S 30.24.42" W	73.86'
L28	S 31.23.00" W	32.52'
L29	N 37.15.44" E	10.01'
L30	N 52.03.31" E	41.41'

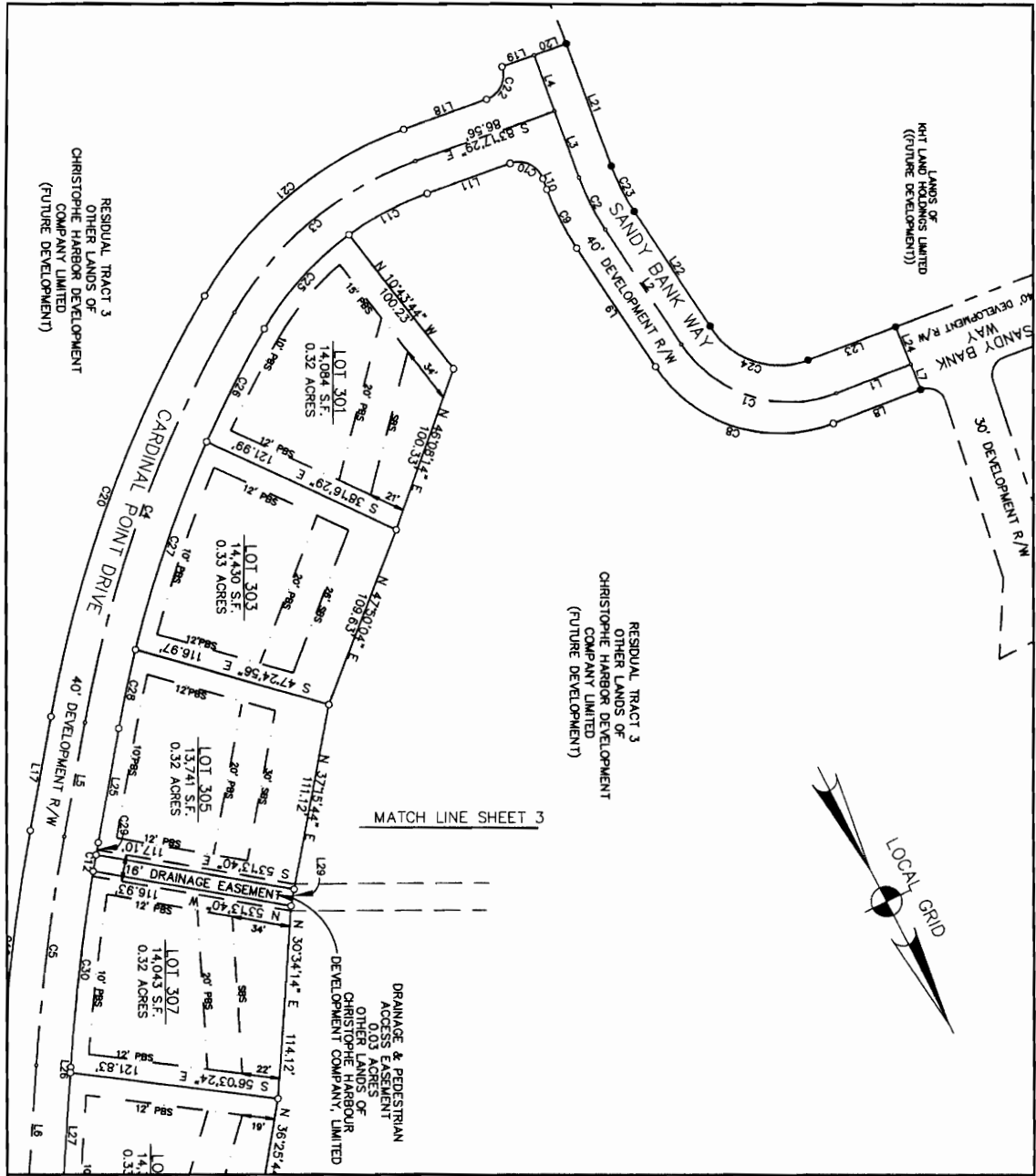
NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND, GROUND TO GRID SCALE FACTOR: 0.999615.
 2. ALL EASEMENTS SHOWN HEREON, INCLUDING, BUT NOT LIMITED TO, UTILITY AND DRAINAGE EASEMENTS, ARE GRANTED BY OR DERIVED FROM THE CHRISTOPHE HARBOUR AND/OR DESIGNS, AND/OR OTHER DESIGNATED PARTIES AS SET FORTH IN AND PURSUANT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (THE "MASTER COVENANTS") AND THE OTHER GOVERNING DOCUMENTS (AS DEFINED IN THE MASTER COVENANTS), AS THEY MAY BE MODIFIED.
 3. THE OTHER GOVERNING DOCUMENTS REFERRED TO ABOVE AND MODIFIED, AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, ALL PRIMARY BUILDING SETBACKS AND SECONDARY BUILDING SETBACKS SHOWN HEREON RESPECTING LOTS ARE SUBJECT TO CHANGE AND ALTERATION BY THE CHRISTOPHE HARBOUR DESIGN REVIEW BOARD TO ACCOMMODATE INDIVIDUAL HOME DESIGNS AND HOMESITE CHARACTERISTICS.

LEGEND
 ● EXISTING PROPERTY CORNER
 ○ PROBERLY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)
 ESM.T. EASEMENT
 PMS PRIMARY BUILDING SETBACK
 SSS SECONDARY BUILDING SETBACK
 DEVELOPMENT RIGHTS-OR-WAY 1.39 ACRES
 RESIDENTIAL LOTS 2.71 ACRES
 OTHER LANDS 0.10 ACRES
 TOTAL AREA = 3.70 ACRES

A SUBDIVISION PLAN OF
 PAVILION HILL
 SHOWING
 7 RESIDENTIAL LOTS
 SANDY BANK BAY
 ST. KITTS PENINSULA RESORT DISTRICT
 IN THE PARISH OF SAINT GEORGE
 ST. KITTS, WEST INDIES
 PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



D. Francis
 DRAFTED BY:
 NIGHT SURVEYOR
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 28 JUNE, 2011
 SHEET 1 OF 3



NOTES:
 1. ALL DISTANCES SHOWN ARE GROUND GROUND TO GRID SCALE FACTOR: 0.999815.
 2. ALL DISTANCES ARE TO BE SET (5/8" REBAR, STABILIZED WITH CONCRETE, OR 4" CONCRETE MONUMENT).
 3. PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITH CONCRETE, OR 4" CONCRETE MONUMENT).
 4. EASEMENT:
 ESMT - EASEMENT
 P.B.S. - PRIMARY BUILDING SETBACK
 S.B.S. - SECONDARY BUILDING SETBACK

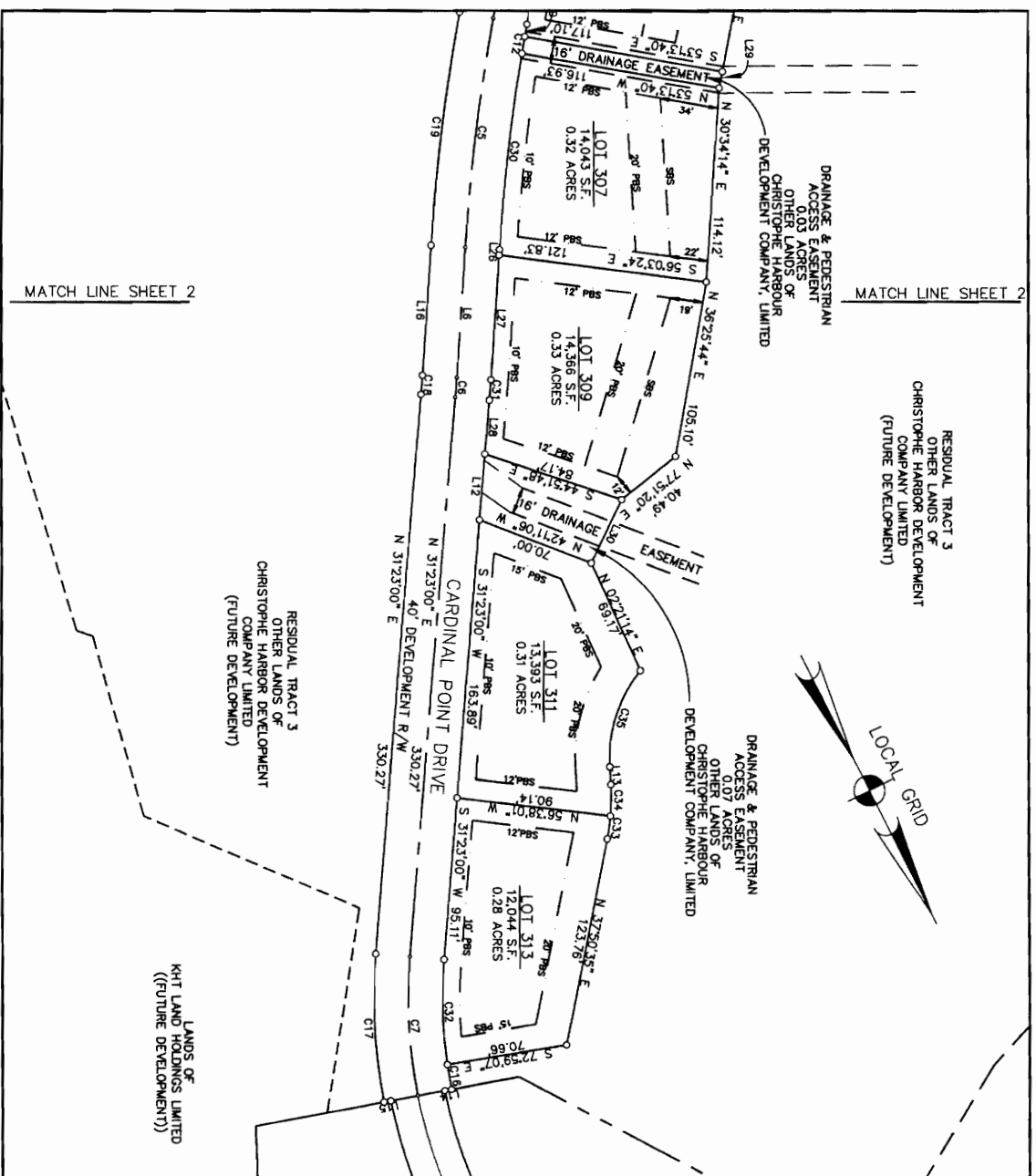
LEGEND
 ● EXISTING PROPERTY CORNER
 ○ PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITH CONCRETE, OR 4" CONCRETE MONUMENT)
 ESMT - EASEMENT
 P.B.S. - PRIMARY BUILDING SETBACK
 S.B.S. - SECONDARY BUILDING SETBACK

A SUBDIVISION PLAN OF
 PAVILION HILL
 SHOWING
 7 RESIDENTIAL LOTS
 SANDY BANK BAY
 ST. KITTS PENINSULA RESORT DISTRICT
 IN THE PARISH OF SAINT GEORGE
 ST. KITTS, WEST INDIES

PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



DESIGNED BY:
[Signature]
 DIRECTOR
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 28 JUNE, 2011



NOTES:
1. ALL DISTANCES SHOWN ARE GROUND, GROUND TO GRID SCALE FACTOR: 0.999615.
2. ALL EASEMENTS SHOWN HEREON, INCLUDING BUT NOT LIMITED TO, EASEMENTS FOR THE CONSTRUCTION, MAINTENANCE AND/OR RESERVATION OF CHRISTOPHE HARBOR DEVELOPMENT COMPANY LIMITED, ITS SUCCESSORS, ASSIGNS AND/OR DESIGNES, AND/OR OTHER DESIGNATED PARTIES AS SET FORTH IN AND PURSUANT TO THE DECLARATION OF CHRISTOPHE HARBOR (THE "MASTER COVENANTS") AND THE OTHER GOVERNING DOCUMENTS (AS DEFINED IN THE MASTER COVENANTS), AS THEY MAY BE MODIFIED, AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND THE OTHER GOVERNING DOCUMENTS, AS THEY MAY BE MODIFIED, AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME. ALL PRIMARY BUILDING SETBACKS AND SECONDARY BUILDING SETBACKS SHOWN HEREON RESPECTIVE LOTS ARE SUBJECT TO THE REQUIREMENTS OF THE CHRISTOPHE HARBOR DESIGN REVIEW BOARD TO ACCOMMODATE INDIVIDUAL HOME DESIGNS AND HOMESTEAD CHARACTERISTICS.

- LEGEND
- EXISTING PROPERTY CORNER
 - PROPERTY CORNER TO BE SET (5/8" REBAR, 5/4" CONCRETE MONUMENT)
 - ▬ EASEMENT
 - ▬ PRIMARY BUILDING SETBACK
 - ▬ SECONDARY BUILDING SETBACK

A SUBDIVISION PLAN OF
PAVILION HILL
SHOWING
7 RESIDENTIAL LOTS
SANDY BANK BAY
ST. KITTS PENINSULA RESORT DISTRICT
IN THE PARISH OF SAINT GEORGE
ST. KITTS, WEST INDIES

PREPARED FOR:
CHRISTOPHE HARBOR
DEVELOPMENT COMPANY LIMITED

1 1/2" = 80 FEET

0 60 120

ST. KITTS
SURVEYED BY:
DIMITRIOS K. KITS
LICENSED LAND SURVEYOR
ST. KITTS & NEVIS
28 JUNE, 2011

SHEET 3 OF 3

EXHIBIT "D"

TO

FOURTH 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 PAVILION HILL SHOWING 7 RESIDENTIAL LOTS" and dated the 28th day of June 2011, and attached hereto as **Exhibit "C"**.

EXHIBIT "E"

TO

FOURTH 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 easements," "utility easement," "utility easements," "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 PAVILION HILL SHOWING 7 RESIDENTIAL LOTS" and dated the 28th day of June 2011, and attached hereto as **Exhibit "C"**.