




CHRISTOPHE HARBOUR
ST. KITTS

EIGHTH SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

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THIS EIGHTH SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this "**Eighth Supplement**") is made this 10th day of December, 2014 (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 “**Original Third Supplement**”), as modified, amended and/or supplemented by that certain First Amendment to Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated April 1, 2013, and registered on April 19, 2013, with the Registrar of Titles for the Saint Christopher Circuit (the “**First Amended Third Supplement**”), and as further modified, amended and/or supplemented by that certain Second Amendment to Third Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated January 22, 2014, and registered on January 23, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Second Amended Third Supplement**,” and collectively with the Original Third Supplement and the First Amended Third Supplement, the “**Third Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Fourth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated June 30, 2011, and registered on July 15, 2011, with the Registrar of Titles for the Saint Christopher Circuit (the “**Fourth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Fifth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated September 20, 2013, and registered on December 10, 2013, with the Registrar of Titles for the Saint Christopher Circuit (the “**Fifth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Sixth Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated September 23, 2013, and registered on January 23, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Sixth Supplement**”); and

WHEREAS, the Master Covenants were modified, amended and/or supplemented by that certain Seventh Supplement to the Declaration of Covenants, Conditions, and Restrictions for Christophe Harbour dated February 27, 2014, and registered on March 6, 2014, with the Registrar of Titles for the Saint Christopher Circuit (the “**Seventh Supplement**”); and

WHEREAS, the Master Covenants 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 13 Property, which property is delineated on the Tract 13 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) **“Drainage Easement Area(s)”** means those certain portions of the Sandy Bank Bay Beachside Bungalows Property shown and designated as **“Drainage & Utility Easement,” “Drainage Easement, Pedestrian Access and Utility Easement,” “D.U.E.,” “DE/PA #,” “12’ D.U.E. (6’ E/S),” “DE/PA # 1,” “DE/PA # 5,” “15’ D.U.E.”** or **“DE/PA # 4”** on the Subdivision Plan attached hereto as **Exhibit “C”**.
 - (b) **“Subdivision Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“A SUBDIVISION PLAN OF PAVILION HILL PHASE 2 SHOWING 13 RESIDENTIAL LOTS”** and dated the 16th day of September 2014, and attached hereto as **Exhibit “C”**.
 - (c) **“Supplement”** or **“Eighth Supplement”** means this Eighth Supplement, as it may be modified, amended and/or supplemented from time to time.
 - (d) **“Tract 13 Boundary Plan”** means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled **“BOUNDARY PLAN OF PAVILION HILL TRACT 13 CONTAINING 10.35 ACRES”** and dated the 4th day of November 2014, and attached hereto as **Exhibit “B”**.
 - (e) **“Tract 13 Property”** means that certain real property described in **Exhibit “A”** attached hereto, which Tract 13 Property is delineated on the Tract 13 Boundary Plan attached hereto as **Exhibit “B”**.
 - (f) **“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 “**Drainage & Utility Easement,**” “**Drainage Easement, Pedestrian Access and Utility Easement,**” “**D.U.E.,**” “**DE/PA #,**” “**12’ D.U.E. (6’ E/S),**” “**DE/PA # 1,**” “**DE/PA # 5,**” “**15’ D.U.E.**” or “**DE/PA # 4**” on the Subdivision Plan attached hereto as Exhibit “C”.

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

- (a) Assignment to Neighborhood. The Tract 13 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 13 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 13 Property as shown on the Subdivision Plan includes thirteen (13) numbered residential lots. Each of the thirteen (13) numbered lots comprising the Tract 13 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 13 Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Tract 13 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 Tract 13 Property and the rest of Christophe Harbour (including, but not limited to, water, sewer, telephone, gas, electrical, cable television, internet services and utilities), together with the right of ingress, egress, regress and access to and from the Utility Easement Areas over and upon the Tract 13 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 13 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 Tract 13 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 13 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 13 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 13 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 13 Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Tract 13 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 13 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 13 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 13 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 13 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:

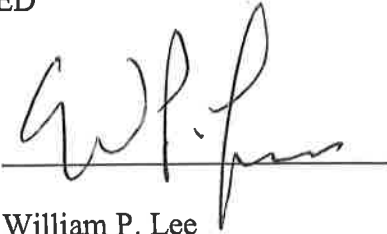
EXHIBIT "A" Description of the Tract 13 Property
EXHIBIT "B" Boundary Plan of the Tract 13 Property
EXHIBIT "C" Subdivision Plan of the Tract 13 Property

(Signature page follows)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hand and seal on the 10th day of December, 2014.

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:)
Clara Wain)

CHRISTOPHE HARBOUR)
DEVELOPMENT COMPANY)
LIMITED)

By: 
Name: William P. Lee
Title: Chief Operating Officer

NOTARY PUBLIC

(Signature and Seal)

EXHIBIT "A"

TO

EIGHTH SUPPLEMENT

Description of the Tract 13 Property

ALL THAT parcel of land situate, lying and being in the St. Kitts Peninsula Resort District in the Parish of Saint George, in the Island of Saint Christopher, being that portion of the lands of KHT Land Holdings Limited designated as Tract 13 containing 10.35 acres as shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A BOUNDARY PLAN OF PAVILION HILL TRACT 13 CONTAINING 10.35 ACRES" and dated the 4th day of November, 2014, and bounded and measuring as follows, that is to say, on the South by both Lands of KHT Land Holdings Limited and Residual Tract 3 Lands of Christophe Harbour Development Company Limited as shown on said plan; on the Southeast and North by Residual Tract 3 Lands of Christophe Harbour Development Company Limited as shown on said plan; on the East by both Residual Tract 3 Lands of Christophe Harbour Development Company Limited and Lands of KHT Land Holdings Limited as shown on said plan; on the Southwest by Residual Tract 3 Lands of Christophe Harbour Development Company Limited as shown on said plan; on the Northwest by Cardinal Point Drive, a development right of way as shown on said plan; being more fully described as follows:

Commencing at a common corner between Tract 13 and Residual Tract 3 Lands of Christophe Harbour Development Company Limited and the right of way of Cardinal Point Drive, being the true Point of Beginning;

thence S49°17'57"E a distance of 111.06' to a corner;

thence S25°29'18"W a distance of 345.13' to a corner;

thence S64°56'56"E a distance of 87.95' to a corner;

thence 3.28' along the arc of a curve to the right having a radius of 70.29'
a chord bearing of N49°40'13"E and a chord length of 3.28' to a corner;

thence 41.95' along the arc of a curve to the right having a radius of 55.00'
a chord bearing of N72°51'35"E and a chord length of 40.94' to a corner;

thence S10°02'39"W a distance of 2.86' to a corner;

thence 79.91' along the arc of a curve to the right having a radius of 170.22'
a chord bearing of S39°20'38"E and a chord length of 79.18' to a corner;

thence 27.68' along the arc of a curve to the right having a radius of 55.00'
a chord bearing of S24°05'14"W and a chord length of 27.39' to a corner;

thence 79.66' along the arc of a curve to the left having a radius of 122.53'
a chord bearing of S16°30'49"W and a chord length of 78.26' to a corner;

thence S02°06'37"E a distance of 18.12' to a corner;

thence 83.68' along the arc of a curve to the right having a radius of 135.04'
a chord bearing of S15°38'32"W and a chord length of 82.35' to a corner;

thence S33°23'40"W a distance of 99.65' to a corner;

thence 19.34' along the arc of a curve to the left having a radius of 741.89'
a chord bearing of S31°09'04"W and a chord length of 19.34' to a corner;

thence 102.59' along the arc of a curve to the right having a radius of 204.77'
a chord bearing of S44°45'26"W and a chord length of 101.52' to a corner;

thence N85°43'30"W a distance of 11.20' to a corner;

thence S44°49'45"W a distance of 8.93' to a corner;

thence 12.68' along the arc of a curve to the left having a radius of 253.62'
a chord bearing of S43°35'35"W and a chord length of 12.68' to a corner;

thence 19.52' along the arc of a curve to the left having a radius of 85.44'
a chord bearing of S48°51'41"W and a chord length of 19.47' to a corner;

thence 38.91' along the arc of a curve to the left having a radius of 158.36'
a chord bearing of S35°16'39"W and a chord length of 38.81' to a corner;

thence 24.49' along the arc of a curve to the left having a radius of 60.13'
a chord bearing of S16°34'13"W and a chord length of 24.32' to a corner;

thence 126.77' along the arc of a curve to the left having a radius of 253.62'
a chord bearing of S09°29'59"W and a chord length of 125.46' to a corner;

thence S89°21'05"E a distance of 20.11' to a corner;

thence 80.42' along the arc of a curve to the right having a radius of 881.35'
a chord bearing of S06°36'07"W and a chord length of 80.40' to a corner;

thence 86.27' along the arc of a curve to the right having a radius of 220.09'
a chord bearing of S20°26'45"W and a chord length of 85.72' to a corner;

thence S31°40'33"W a distance of 12.13' to a corner;

thence 63.18' along the arc of a curve to the left having a radius of 210.08'
a chord bearing of S23°03'38"W and a chord length of 62.94' to a corner;

thence S14°26'44"W a distance of 30.67' to a corner;

thence N75°33'16"W a distance of 40.00' to a corner;

thence N82°35'19"W a distance of 100.66' to a corner;

thence N87°34'33"W a distance of 171.72' to a corner;

thence N00°18'24"E a distance of 169.73' to a corner;

thence N15°29'18"W a distance of 185.78' to a corner;

thence N30°42'06"W a distance of 114.94' to a corner;

thence N06°11'25"E a distance of 117.39' to a corner;

thence 141.39' along the arc of a curve to the left having a radius of 220.08'
a chord bearing of N74°41'08"E and a chord length of 138.97' to a corner;

thence 264.43' along the arc of a curve to the left having a radius of 780.29'
a chord bearing of N46°34'20"E and a chord length of 263.17' to a corner;

thence N36°51'50"E a distance of 68.38' to a corner;

thence 138.57' along the arc of a curve to the left having a radius of 1230.47'
a chord bearing of N33°38'16"E and a chord length of 138.49' to a corner;

thence N30°24'42"E a distance of 76.75' to a corner;

thence 11.37' along the arc of a curve to the right having a radius of 670.27'
a chord bearing of N30°53'51"E and a chord length of 11.37' to a corner;

thence N31°23'00"E a distance of 289.13' to the Point Of Beginning.

EXHIBIT "B"

TO

EIGHTH SUPPLEMENT

Boundary Plan of the Tract 13 Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "BOUNDARY PLAN OF PAVILION HILL TRACT 13 CONTAINING 10.35 ACRES" and dated the 4th day of November, 2014.

EXHIBIT "C"

TO

EIGHTH SUPPLEMENT

Subdivision Plan of the Tract 13 Property

See attached plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF PAVILION HILL PHASE 2 SHOWING 13 RESIDENTIAL LOTS" and dated the 12th day of November 2014.

**CHRISTOPHE HARBOUR
ST. KITTS**

EIGHTH SUPPLEMENT


TO

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

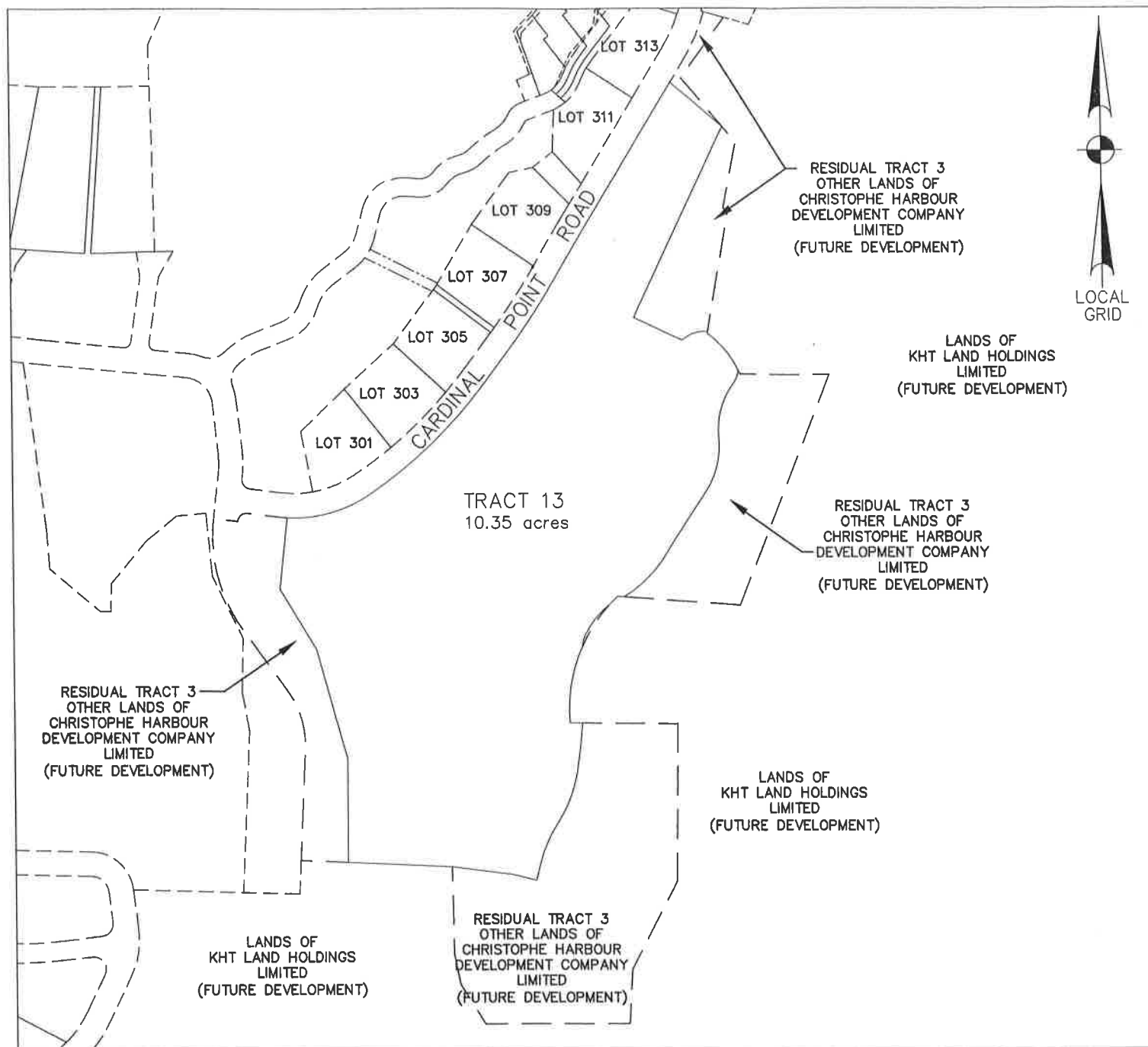
FOR

**CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY
LIMITED filed on the 26th day
of January, 2009 as
Planned Community No.1**

Filed herein on December 16, 2014



Registrar of Titles *CAJ*



- 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.

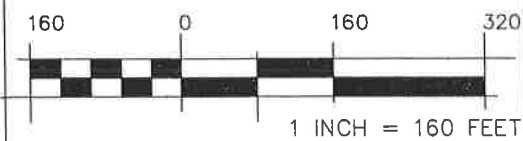
LEGEND

- ▲ CALCULATED POINT (NO MONUMENT SET)
- PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)

A BOUNDARY PLAN OF
PAVILION HILL
TRACT 13
CONTAINING
10.35 ACRES

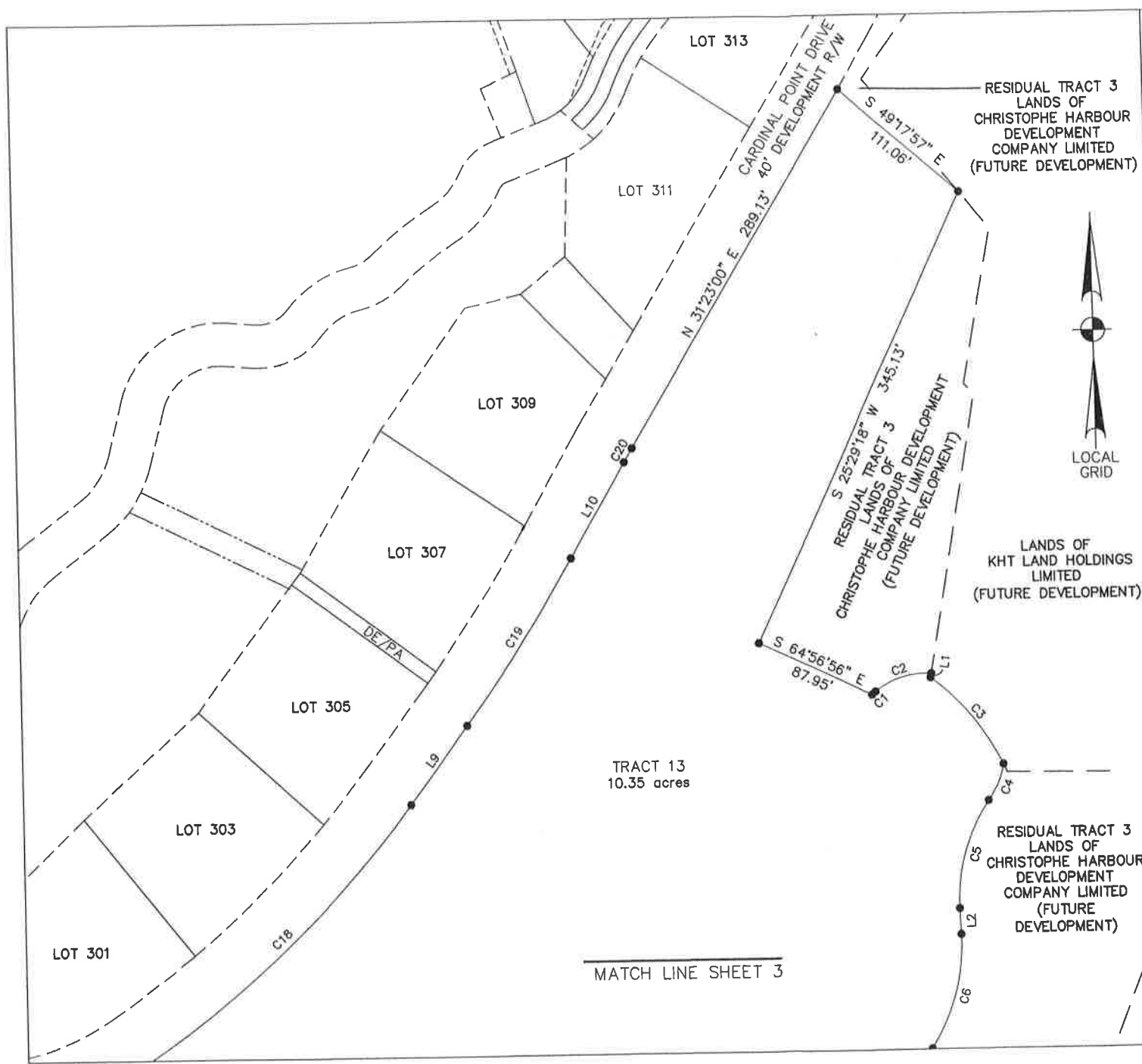
SITUATE AT
ST. KITTS PENINSULA RESORT DISTRICT
IN THE PARISH OF SAINT GEORGE
ST. KITTS, WEST INDIES

PREPARED FOR:
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY LIMITED



D.C. Francis

SURVEYED BY:
DWIGHT C. FRANCIS
LICENSED LAND SURVEYOR
ST. KITTS & NEVIS
4 NOVEMBER, 2014
SHEET 1 OF 4



- 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.

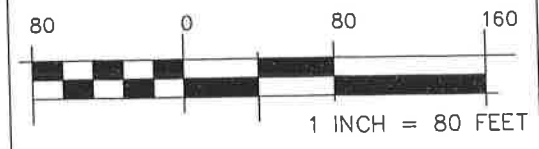
- LEGEND
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A BOUNDARY PLAN OF
PAVILION HILL
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CONTAINING
10.35 ACRES

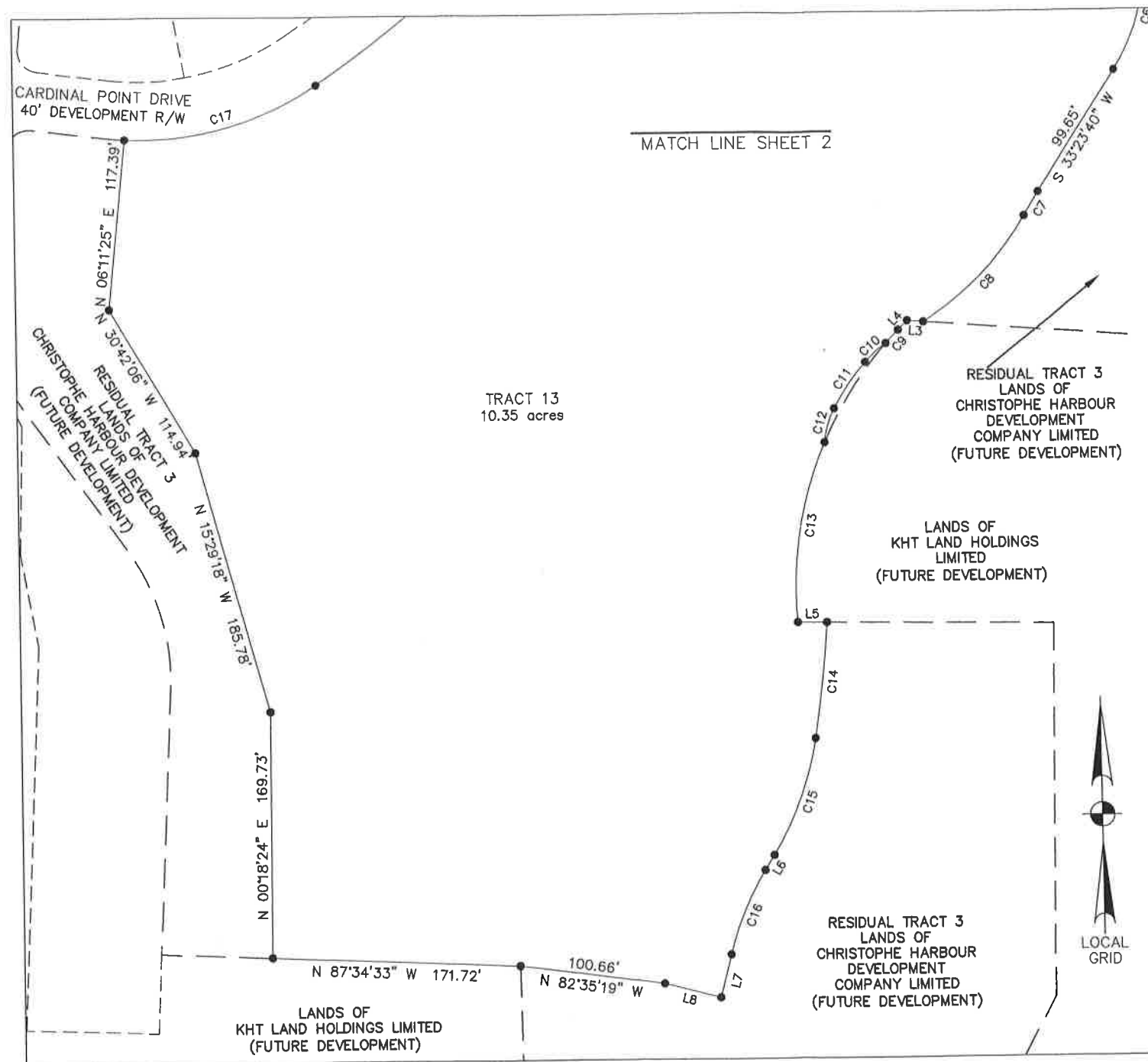
SITUATE AT
ST. KITTS PENINSULA RESORT DISTRICT
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ST. KITTS, WEST INDIES

PREPARED FOR:
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ST. KITTS & NEVIS
4 NOVEMBER, 2014



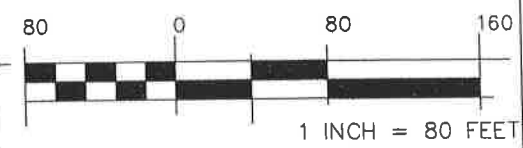
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**A BOUNDARY PLAN OF
PAVILION HILL
TRACT 13
CONTAINING
10.35 ACRES**

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
4 NOVEMBER, 2014

LINE TABLE		
LINE	BEARING	LENGTH
L1	S 10°02'39" W	2.86'
L2	S 02°06'37" E	18.12'
L3	N 85°43'30" W	11.20'
L4	S 44°49'45" W	8.93'
L5	S 89°21'05" E	20.11'
L6	S 31°40'33" W	12.13'
L7	S 14°26'44" W	30.67'
L8	N 75°33'16" W	40.00'
L9	N 36°51'50" E	68.38'
L10	N 30°24'42" E	76.75'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	70.29'	3.28'	N 49°40'13" E	3.28'	2°40'27"
C2	55.00'	41.95'	N 72°51'35" E	40.94'	43°42'18"
C3	170.22'	79.91'	S 39°20'38" E	79.18'	26°53'55"
C4	55.00'	27.68'	S 24°05'14" W	27.39'	28°50'24"
C5	122.53'	79.66'	S 16°30'49" W	78.26'	37°14'52"
C6	135.04'	83.68'	S 15°38'32" W	82.35'	35°30'18"
C7	741.89'	19.34'	S 31°09'04" W	19.34'	1°29'36"
C8	204.77'	102.59'	S 44°45'26" W	101.52'	28°42'19"
C9	253.62'	12.68'	S 43°35'35" W	12.68'	2°51'50"
C10	85.44'	19.52'	S 48°51'41" W	19.47'	13°05'20"
C11	158.36'	38.91'	S 35°16'39" W	38.81'	14°04'45"
C12	60.13'	24.49'	S 16°34'13" W	24.32'	23°20'06"
C13	253.62'	126.77'	S 09°29'59" W	125.46'	28°38'21"
C14	881.35'	80.42'	S 06°36'07" W	80.40'	5°13'42"
C15	220.09'	86.27'	S 20°26'45" W	85.72'	22°27'34"
C16	210.08'	63.18'	S 23°03'38" W	62.94'	17°13'49"
C17	220.08'	141.39'	N 74°41'08" E	138.97'	36°48'35"
C18	780.29'	264.43'	N 46°34'20" E	263.17'	19°25'00"
C19	1230.47'	138.57'	N 33°38'16" E	138.49'	6°27'08"
C20	670.27'	11.37'	N 30°53'51" E	11.37'	0°58'18"

NOTES:

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GROUND TO GRID SCALE FACTOR: 0.999615.
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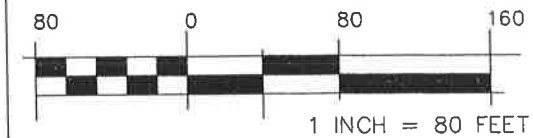
LEGEND

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A BOUNDARY PLAN OF
PAVILION HILL
TRACT 13
CONTAINING
10.35 ACRES

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

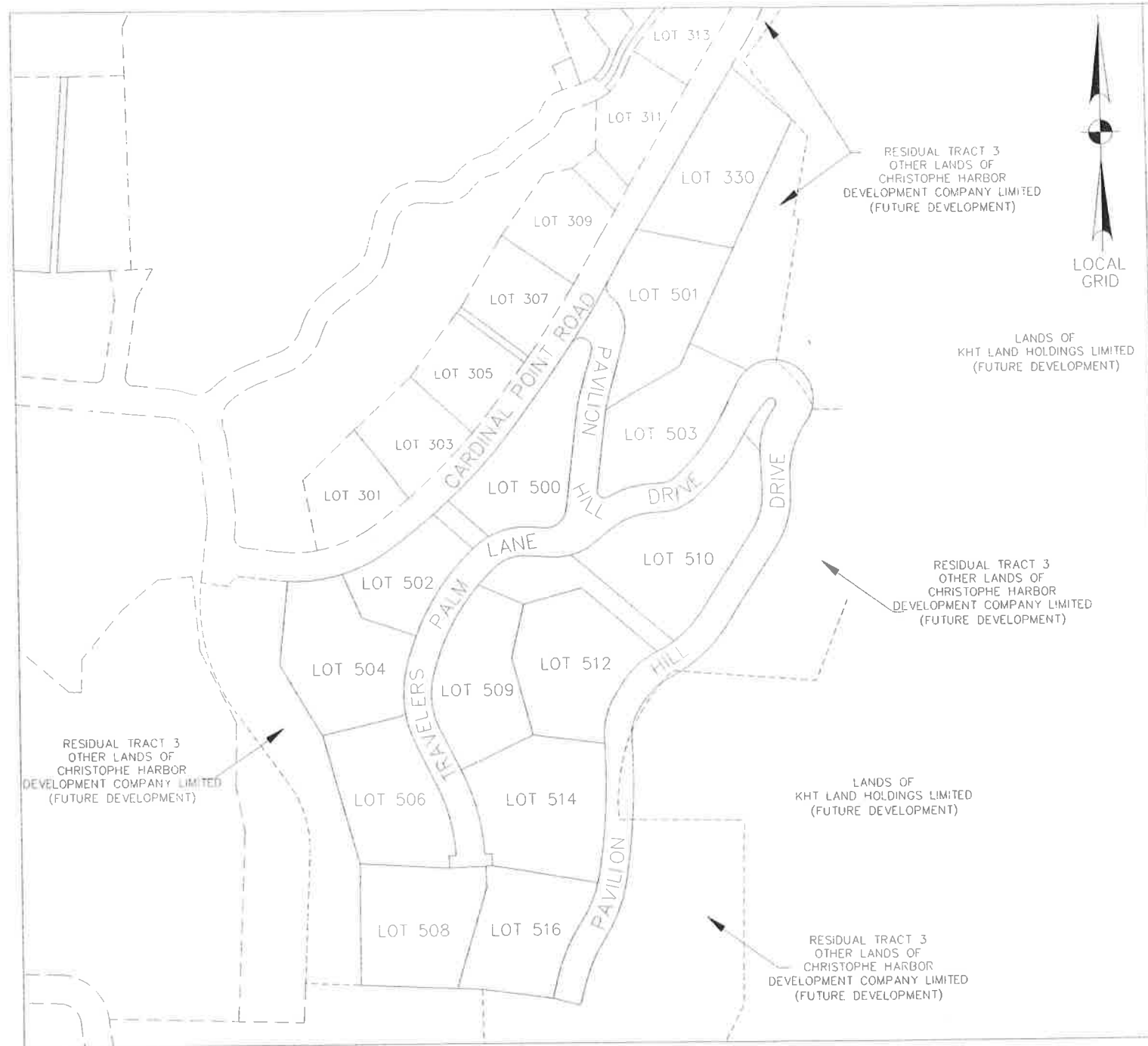
PREPARED FOR:
CHRISTOPHE HARBOUR
DEVELOPMENT COMPANY LIMITED



D.C. Francis

SURVEYED BY:
DWMIGHT C. FRANCIS
LICENSED LAND SURVEYOR
ST. KITTS & NEVIS

4 NOVEMBER, 2014
SHEET 4 OF 4



NOTES:
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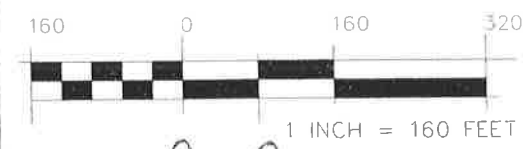
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 DUE DRAINAGE & UTILITY EASEMENT
 DE/PA# DRAINAGE EASEMENT, PEDESTRIAN ACCESS AND
 UTILITY EASEMENT OTHER LANDS OF
 CHRISTOPHE HARBOR DEVELOPMENT COMPANY
 LIMITED
 □ PRIMARY BUILDING SETBACK

DEVELOPMENT RIGHTS-OF-WAY	2.16	ACRES
RESIDENTIAL LOTS	7.92	ACRES
OTHER LANDS	0.33	ACRES
TOTAL AREA = 10.41 ACRES		

A SUBDIVISION PLAN OF
 PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS

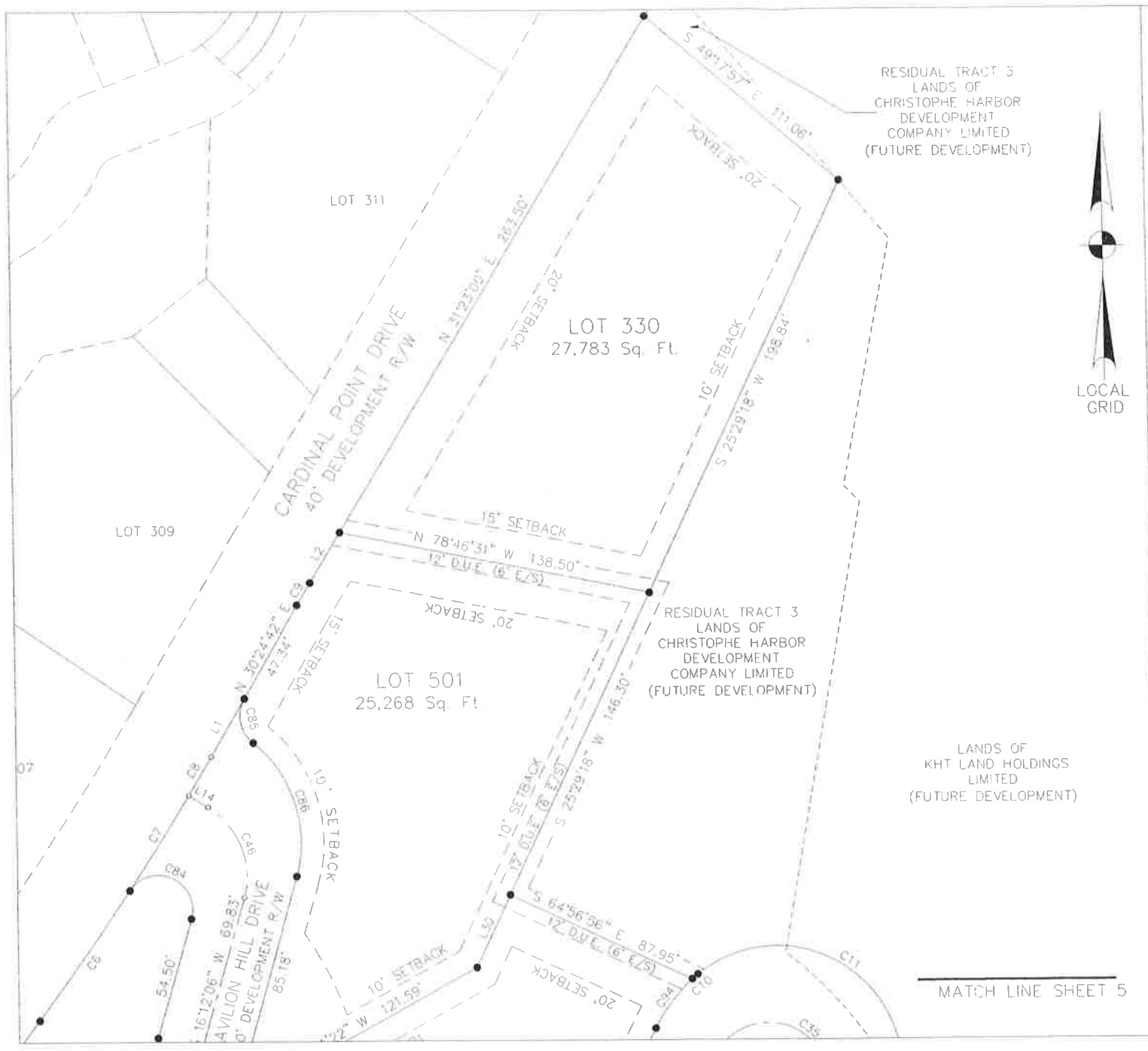
SITUATE AT
 ST. KITTS PENINSULA RESORT DISTRICT
 IN THE PARISH OF SAINT GEORGE
 ST. KITTS, WEST INDIES

PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



D.C. Francis

SURVEYED BY
 DWIGHT C. FRANCIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 12 NOVEMBER 2014



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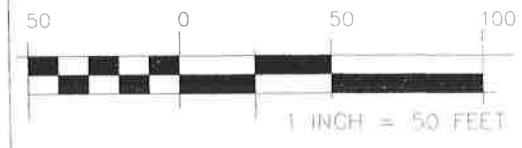
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 DE/PA# DRAINAGE EASEMENT, PEDESTRIAN ACCESS AND UTILITY EASEMENT OTHER LANDS OF CHRISTOPHE HARBOR DEVELOPMENT COMPANY LIMITED.
 □ PRIMARY BUILDING SETBACK



A SUBDIVISION PLAN OF
 PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS

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

PREPARED FOR:
 CHRISTOPHE HARBOUR
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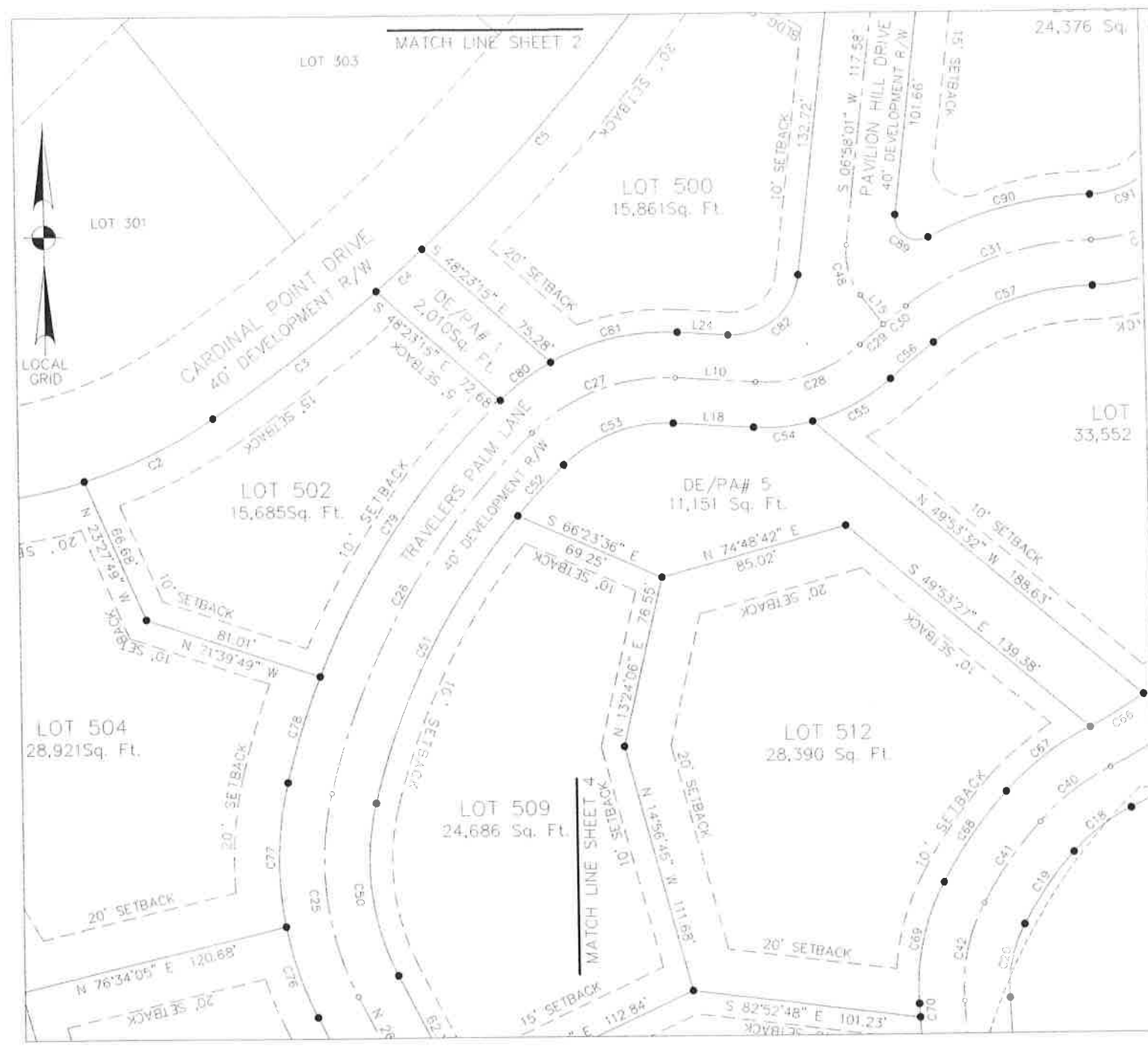


D.C. Francis

SURVEYED BY:
 DWIGHT C. FRANCIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 12 NOVEMBER, 2014

SHEET 2 OF 6

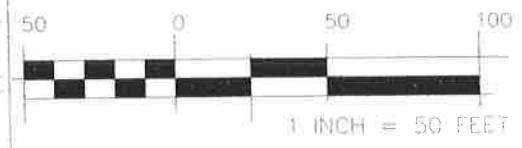
MATCH LINE SHEET 5



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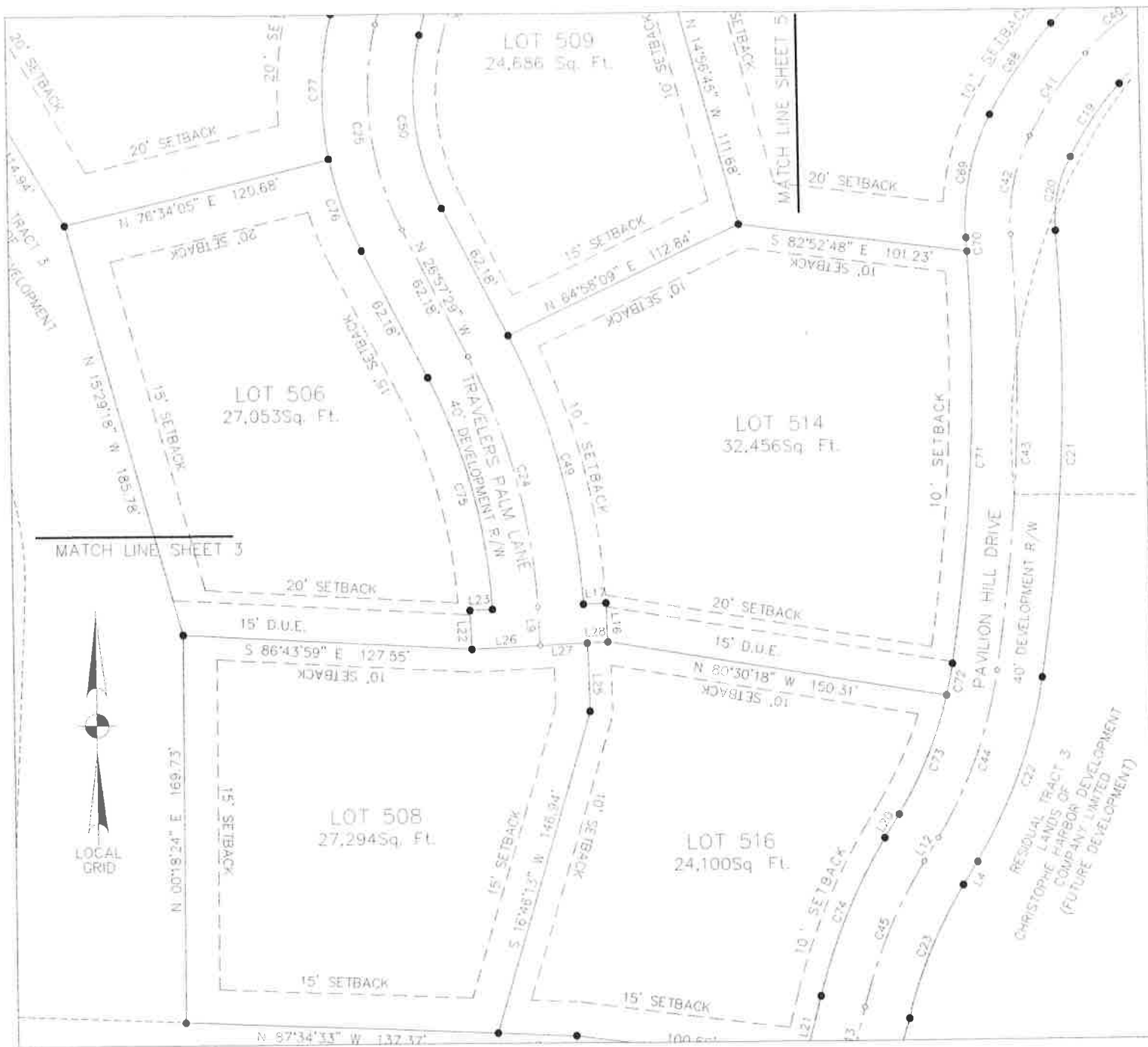
A SUBDIVISION PLAN OF
PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS
 SITUATE AT
 ST. KITTS PENINSULA RESORT DISTRICT
 IN THE PARISH OF SAINT GEORGE
 ST. KITTS, WEST INDIES
 PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



D.P. Francis

SURVEYED BY:
 DWIGHT C. FRANCIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 12 NOVEMBER, 2014

SHEET 3 OF 6



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- DE/PA// DRAINAGE EASEMENT, PEDESTRIAN ACCESS AND UTILITY EASEMENT, OTHER LANDS OF CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED
- PRIMARY BUILDING SETBACK

A SUBDIVISION PLAN OF
PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS

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

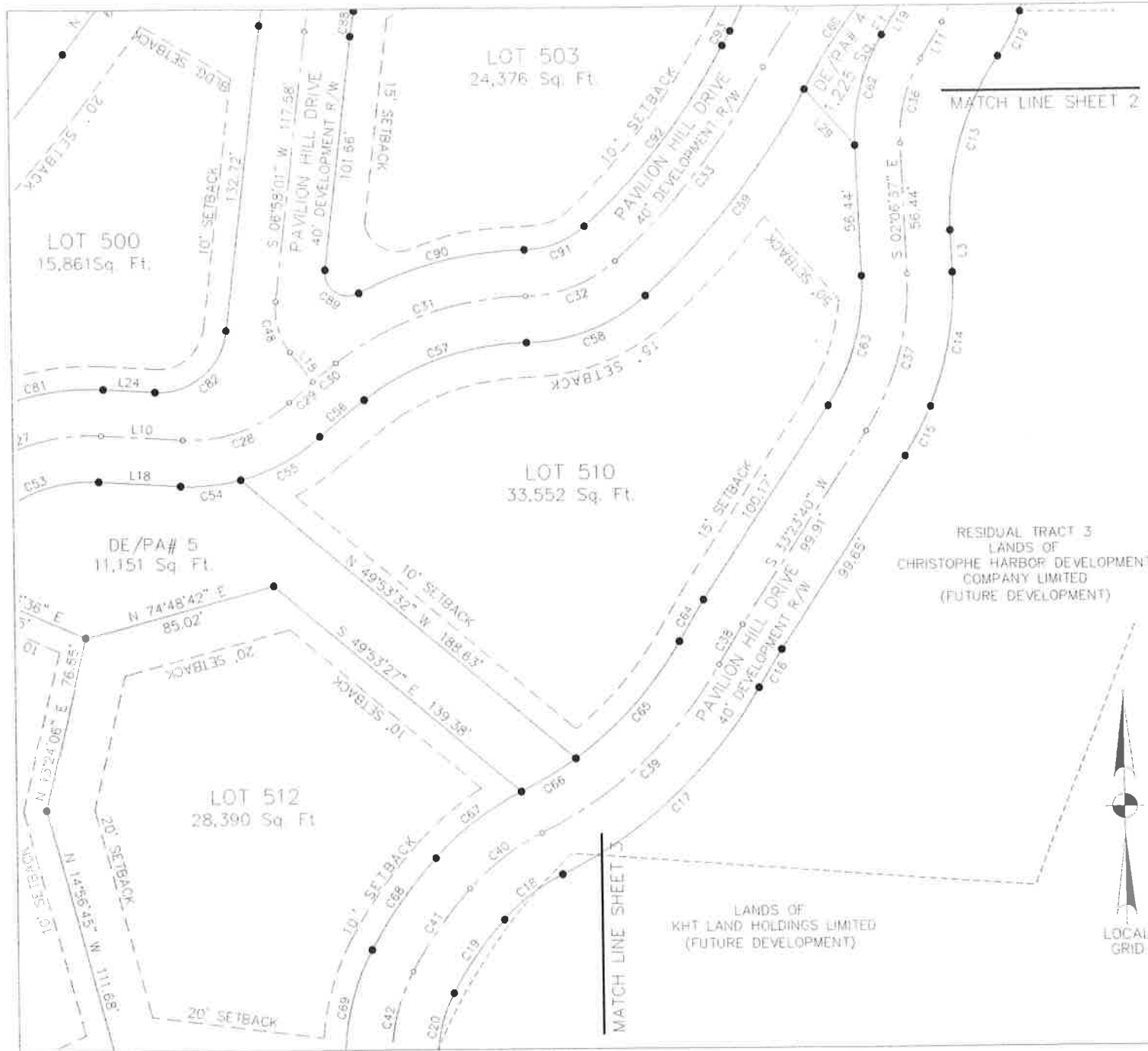
PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



D.C. Francis

SURVEYED BY:
 DWIGHT C. FRANCIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 12 NOVEMBER, 2014

SHEET 4 OF 6



NOTES:
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 DEVELOPMENT COMPANY LIMITED
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A SUBDIVISION PLAN OF
 PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS

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

PREPARED FOR:
 CHRISTOPHE HARBOUR
 DEVELOPMENT COMPANY LIMITED



D.P. Loris

SURVEYED BY:
 DWIGHT C. FRANGIS
 LICENSED LAND SURVEYOR
 ST. KITTS & NEVIS
 12 NOVEMBER, 2014

SHEET 5 OF 6

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C1	220.08	77.58	N 82°59'29" E	77.18	20°11'53"
C2	220.08	63.81	N 64°16'11" E	63.58	16°36'42"
C3	780.29	91.94	N 52°54'19" E	91.88	6°45'03"
C4	780.29	27.64	N 48°30'54" E	27.64	2°01'47"
C5	780.29	144.85	N 42°10'58" E	144.64	10°38'11"
C6	1230.47	69.68	N 35°14'29" E	69.68	3°14'41"
C7	1230.47	49.15	S 32°28'29" W	49.15	2°17'20"
C8	1230.47	19.73	S 39°52'15" W	19.73	0°59'09"
C9	670.27	11.37	N 30°53'51" E	11.37	0°58'18"
C10	70.29	3.28	N 49°40'13" E	3.28	2°40'27"
C11	55.00	138.84	S 56°40'34" E	104.80	144°38'00"
C12	55.00	21.95	S 27°04'26" W	21.80	22°52'00"
C13	122.53	79.66	S 16°30'49" W	78.26	3°14'52"
C14	135.04	59.42	S 10°29'47" W	58.95	25°12'49"
C15	135.04	24.26	S 28°14'56" W	24.22	10°17'29"
C16	741.89	19.34	S 31°09'04" W	19.34	1°09'36"
C17	204.77	119.91	N 47°10'47" E	118.20	33°33'02"
C18	85.44	32.27	S 53°08'09" W	32.07	21°38'17"
C19	156.36	38.91	N 35°16'39" E	38.81	14°04'45"
C20	60.13	33.31	S 12°22'02" W	32.89	31°44'28"
C21	881.35	195.66	S 02°51'23" W	195.26	12°43'10"
C22	220.09	86.27	N 20°26'45" E	85.72	22°27'34"
C23	210.08	63.18	S 23°03'38" W	62.94	17°13'49"
C24	270.10	114.20	N 44°50'43" W	113.35	24°13'33"
C25	150.06	92.41	N 06°36'10" W	90.48	40°42'38"
C26	327.21	184.85	N 29°56'09" E	182.40	32°22'00"
C27	85.04	70.18	N 69°45'33" E	68.20	47°16'48"
C28	65.02	50.71	N 71°03'25" E	49.43	44°41'04"
C29	357.60	13.66	N 49°48'31" E	13.66	2°11'18"
C30	357.60	12.91	N 51°56'13" E	12.91	2°04'05"
C31	140.00	89.18	N 21°13'09" E	87.68	36°29'46"
C32	60.00	42.71	N 69°04'33" E	41.81	40°47'01"
C33	299.61	106.88	N 38°27'50" E	106.32	20°26'24"
C34	254.57	62.77	N 38°18'06" E	62.56	14°07'00"
C35	26.70	78.85	S 53°02'11" E	53.16	169°12'22"
C36	65.30	38.38	S 144°3'41" W	37.83	33°40'38"
C37	115.04	71.29	S 153°8'32" W	70.19	35°30'18"
C38	761.89	20.12	S 31°09'40" W	20.12	1°30'43"
C39	184.77	108.19	S 47°10'47" W	106.60	33°33'02"
C40	105.44	39.82	S 53°08'09" W	39.58	21°38'17"
C41	178.36	43.83	S 35°16'39" W	43.72	14°04'45"
C42	80.13	44.39	S 12°22'02" W	43.83	31°44'28"
C43	881.35	191.22	S 02°51'23" W	190.83	12°43'10"
C44	200.09	78.43	S 20°26'45" W	77.93	22°27'34"
C45	230.08	69.19	S 23°03'38" W	68.93	17°13'49"
C46	35.00	45.93	S 21°23'36" E	42.71	75°11'04"
C47	200.00	32.23	S 11°35'04" W	32.20	9°14'05"
C48	30.00	23.19	S 15°10'26" E	22.61	44°16'56"
C49	290.10	122.66	N 14°50'43" W	121.75	24°13'33"
C50	110.06	78.20	N 06°36'10" W	76.57	40°42'38"
C51	307.21	143.27	N 27°06'45" E	141.98	26°43'12"
C52	307.21	30.28	N 43°17'45" E	30.27	5°38'48"
C53	65.04	53.67	N 69°45'33" E	52.16	47°16'48"
C54	85.02	26.55	N 84°27'14" E	26.44	17°53'26"
C55	85.02	39.76	N 62°06'42" E	39.40	26°47'38"
C56	337.60	25.08	N 50°50'34" E	25.07	4°15'23"
C57	120.00	76.44	N 71°13'09" E	75.15	36°29'46"
C58	80.00	56.94	N 69°04'33" E	55.75	40°47'01"
C59	319.61	114.62	N 38°27'50" E	113.42	20°26'24"

CURVE TABLE					
CURVE	RADIUS	LENGTH	CH BEARING	CH LENGTH	DELTA
C60	234.57	57.79	N 35°18'08" E	57.65	14°07'00"
C61	6.70	19.78	S 53°02'11" E	13.34	169°12'22"
C62	85.30	50.13	S 14°43'41" W	49.42	33°40'38"
C63	95.04	58.89	S 15°38'32" W	57.96	35°30'18"
C64	781.89	20.91	S 31°10'14" W	20.91	1°31'55"
C65	164.77	68.70	S 42°20'58" W	68.21	23°53'25"
C66	164.77	27.78	S 59°07'23" W	27.75	9°39'37"
C67	125.44	47.37	S 53°08'09" W	47.09	21°38'17"
C68	198.36	48.74	S 35°16'39" W	48.62	14°04'45"
C69	100.13	55.47	S 12°22'02" W	54.76	31°44'28"
C70	841.35	5.97	S 03°18'00" E	5.97	0°24'24"
C71	841.35	180.81	S 03°03'55" W	180.46	12°18'47"
C72	180.09	14.20	S 11°28'30" W	14.20	4°31'04"
C73	180.09	56.39	S 22°42'17" W	56.16	17°56'30"
C74	250.08	75.21	S 23°03'38" W	74.92	17°13'49"
C75	250.10	105.75	N 14°50'43" W	104.96	24°13'33"
C76	150.06	42.48	N 18°50'56" W	42.34	16°13'06"
C77	150.06	64.15	N 01°30'23" E	63.66	24°29'31"
C78	347.21	49.02	N 17°47'48" E	48.98	8°05'18"
C79	347.21	147.13	N 33°58'48" E	146.03	24°16'42"
C80	105.04	28.16	N 63°43'53" E	28.07	15°21'28"
C81	105.04	58.52	N 77°26'17" E	57.77	31°55'20"
C82	30.00	45.26	N 50°10'59" E	41.09	86°25'55"
C83	220.00	35.46	N 11°35'04" E	35.42	9°14'05"
C84	15.00	42.56	N 65°05'23" W	29.65	162°34'57"
C85	15.00	21.52	N 10°41'46" W	19.72	82°12'55"
C86	55.00	65.28	S 17°48'04" E	61.52	68°00'19"
C87	180.00	17.87	N 13°21'25" E	17.87	5°41'22"
C88	180.00	11.14	N 68°44'23" E	11.14	3°32'42"
C89	10.00	21.73	S 55°16'40" E	17.70	124°29'22"
C90	160.00	75.37	S 75°58'21" W	74.68	26°59'24"
C91	40.00	28.47	N 69°04'33" E	27.88	40°47'01"
C92	279.61	99.75	S 18°27'50" W	99.22	20°26'24"
C93	274.57	7.21	S 28°59'44" W	7.21	1°30'13"
C94	70.29	27.13	N 37°16'36" E	26.96	22°06'47"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 30°24'42" E	29.41
L2	N 31°23'00" E	28.63
L3	S 02°06'37" E	18.12
L4	S 31°40'33" W	12.13
L5	S 14°26'44" W	30.67
L6	N 75°33'16" W	20.00
L7	N 75°33'16" W	20.00
L8	N 87°34'33" W	34.35
L9	N 02°43'56" W	16.94
L10	S 86°36'03" E	35.70
L11	S 31°34'00" W	18.54
L12	S 31°40'33" W	12.13
L13	S 14°26'44" W	30.67
L14	N 58°59'18" W	9.81
L15	S 37°18'54" E	16.29
L16	N 02°43'56" W	16.94
L17	S 87°16'04" W	10.00
L18	S 86°36'03" E	35.70
L19	S 31°34'00" W	18.54
L20	S 31°40'33" W	12.13

LINE TABLE		
LINE	BEARING	LENGTH
L21	S 14°26'44" W	30.67
L22	N 02°43'56" W	16.94
L23	N 87°16'04" E	10.00
L24	S 86°36'03" E	22.64
L25	N 01°04'37" W	30.01
L26	N 87°16'04" E	30.00
L27	N 87°16'04" E	20.88
L28	S 87°16'04" W	9.12
L29	N 41°27'40" W	32.78
L30	N 25°29'18" E	35.08
L31	S 26°13'12" W	46.62

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

- LEGEND
- CALCULATED POINT (NO MONUMENT SET)
 - PROPERTY CORNER TO BE SET (5/8" REBAR, STABILIZED WITHIN CONCRETE, OR 4" CONCRETE MONUMENT)
- D.U.E. DRAINAGE & UTILITY EASEMENT
 DE/PA# DRAINAGE EASEMENT, PEDESTRIAN ACCESS AND UTILITY EASEMENT OTHER LANDS OF CHRISTOPHE HARBOR DEVELOPMENT COMPANY LIMITED
- □ PRIMARY BUILDING SETBACK

A SUBDIVISION PLAN OF
 PAVILION HILL
 PHASE 2
 SHOWING
 13 RESIDENTIAL LOTS

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

PREPARED FOR:
 CHRISTOPHE HARBOR
 DEVELOPMENT COMPANY LIMITED



D.C. Francis

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

12 NOVEMBER, 2014
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