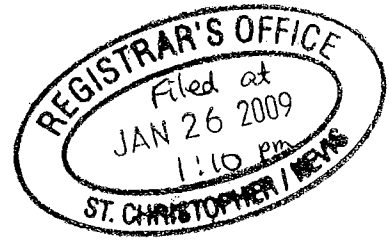

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FIRST SUPPLEMENT

TO

THE DECLARATION OF

COVENANTS,

CONDITIONS, AND

RESTRICTIONS FOR

CHRISTOPHE HARBOUR

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CHRISTOPHE HARBOUR
ST. KITTS

FIRST SUPPLEMENT

TO

THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

CHRISTOPHE HARBOUR

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

THIS FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CHRISTOPHE HARBOUR (this “**Supplement**”) is made this ~~31st~~ day of December, 2008 (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 (“**Master Developer**”).

RECITALS:

WHEREAS, pursuant to the St. Kitts Peninsula Resort District (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 is the owner of the real property described in Exhibit “A” attached hereto (the “**Sandy Bank Bay Property**”), which property is delineated on the Boundary Plan and the Subdivision Plan attached hereto as Exhibits “B” and “C”, respectively; and

WHEREAS, the Sandy Bank Bay Property is within Christophe Harbour, and subject to the Master Covenants; and

WHEREAS, the Master Covenants provide that during the Master Developer Control Period, the Master Developer, in its discretion, may, without the joinder, consent, or approval of any Person, execute and record an amendment or supplement to the Master Covenants to: (i) establish and assign property to specific Neighborhoods and/or Districts within Christophe Harbour; (ii) 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 (iii) amend the Master Covenants for any purpose from time to time, which amendment or supplement shall be executed by the Master Developer and Registered in the Public records; and

WHEREAS, the Master Developer desires to establish a specific Neighborhood within Christophe Harbour to be known as the "Sandy Bank Bay Neighborhood" and to assign the Sandy Bank Bay Property to such Neighborhood, and to amend and/or supplement the Master Covenants and to impose the following additional covenants, conditions, restrictions, easements, obligations and limitations upon the Sandy Bank Bay Property.

NOW, THEREFORE, pursuant to the foregoing, the Master Developer hereby modified, 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) "**Beach Easements**" means the Beach Access Easement and the Beach Parking Easement.
 - (b) "**Beach Easement Areas**" means the Beach Access Easement Area and the Beach Parking Easement Area.
 - (c) "**Boundary Plan**" means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled "PLAN SHOWING A SURVEY OF THE SANDY BANK BAY & HILLSIDE PARCEL" and dated the 29th day of September 2008, and attached hereto as Exhibit "B".
 - (d) "**Joint Walkway**" means any land with or without improvements thereon which is intended for use as a walkway for the joint use of Owner(s) of two or more Units within the Sandy Bank Bay Property.
 - (e) "**Joint Walkway Easement Area(s)**" means those land areas within the Sandy Bank Bay Property designated as "Dune Walkway Easement Area(s)" on the Subdivision Plan or any portion thereof.
 - (f) "**Joint Walkway Owners**" means any group of Owners of two or more Units that is subject to and benefited by one Joint Walkway Easement Area and/or one Joint Walkway for common use of the group of Owners.
 - (g) "**Master Covenants**" means the Declaration of Covenants, Conditions and Restrictions for Christophe Harbour dated December 29th, 2008, and registered on December 31st, 2008, with the Registrar of Titles for the Saint Christopher Circuit in the Planned Community Register as Registration Number , as the same may be modified, amended and/or supplemented from time to time.
 - (h) "**Property Tax Records Office**" means the Inland Revenue Department for the Federation of Saint Christopher and Nevis, or any successor office thereto.

- (i) “**Subdivision Plan**” means the plan of survey prepared by Dwight C. Francis, Licensed Land Surveyor, titled “A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION” and dated the 19th day of December 2008, and attached hereto as Exhibit “C”.
- (j) “**Supplement**” means this Supplement, as it may be modified, amended and/or supplemented from time to time.
- (k) “**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, not to conflict, however, with any drainage easements specifically shown and described on the Subdivision Plan, and (ii) those certain portions of the Sandy Bank Bay Property identified on Exhibit “F” attached hereto.

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

- (a) Establishment of and Assignment to Neighborhood. Pursuant to **Section 11.1** and other sections of the Master Covenants, a Neighborhood to be known as the “Sandy Bank Bay Neighborhood” is hereby established within Christophe Harbour and shall include all of the Sandy Bank Bay Property. Further, the Sandy Bank Bay 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, all properties within the Sandy Bank Bay Neighborhood shall be subject to Neighborhood Assessments as provided in the Master Covenants.
- (c) Unit Designation(s). The Sandy Bank Bay Property as shown on the Subdivision Plan is composed of ninety (90) numbered residential lots. Each of the ninety (90) numbered lots comprising the Sandy Bank Bay Property is hereby designated a Residential Lot, each of which may be further developed into and used as a single-family residential Dwelling Unit.
- (d) Permitted Use(s). In addition to the use limitations placed upon the Sandy Bank Bay Property by the Master Covenants and the other Governing Documents, the Residential Lots and Dwelling Units within the Sandy Bank Bay Property shall be used only for single-family residential purposes.

3. Joint Walkways.

- (a) Grant of Joint Walkway Easement(s).
 - (i) Joint Walkway Easement for Lots 102, 104 and 106. The Master Developer hereby declares, grants, reserves and establishes to and for the

benefit of each Owner of **Lots 102, 104 and 106** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 102, 104 & 106**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian access, ingress and egress to and from said ~~lots and the beach adjacent to said easement area.~~

- (ii) Joint Walkway Easement for Lots 108, 110 and 112. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 108, 110 and 112** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 108, 110 & 112**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian access, ingress and egress to and from said lots and the beach adjacent to said easement area.
- (iii) Joint Walkway Easement for Lots 114, 116 and 118. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 114, 116 and 118** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 114, 116 & 118**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian access, ingress and egress to and from said lots and the beach adjacent to said easement area.
- (iv) Joint Walkway Easement for Lots 120, 122 and 124. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 120, 122 and 124** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of

Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 120, 122 & 124**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian access, ingress and egress to and from said lots and the beach adjacent to said easement area.

- (v) Joint Walkway Easement for Lots 126, 128 and 130. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of each Owner of **Lots 126, 128 and 130** as shown on the Subdivision Plan, and for the benefit of and as an appurtenance to each of the aforesaid lots, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement on, over, within, through and across, and right to use in common with each other, that certain portion of Christophe Harbour, which adjoins said lots, designated as “**Dune Walkway Easement Area for the Sole Use of Lots 126, 128 & 130**” on the Subdivision Plan; which said easement is for the construction, use and maintenance of a common walkway to be utilized jointly by the Owners of said lots, and is for pedestrian access, ingress and egress to and from said lots and the beach adjacent to said easement area.
- (b) Location of Joint Walkways. The Joint Walkways shall be located and constructed within the bounds of the Joint Walkway Easement Area(s) as shown on the Subdivision Plan.
- (c) Construction of Joint Walkways. Each Joint Walkway shall be constructed by the Master Owners’ Association at such time as the first Dwelling Unit is constructed on a Unit entitled to use the particular Joint Walkway, or as soon thereafter as reasonably possible, and shall be completed prior to the time such Dwelling Unit is completed and occupied, or as soon thereafter as reasonably possible. The Joint Walkways shall be designed and constructed of such materials as may be determined by the Master Owners’ Association and approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All costs and expenses associated with the construction of each Joint Walkway, including landscaping, shall be the joint responsibility of, and be borne equally by all of the Joint Walkway Owners entitled to use such Joint Walkway and the Master Owners’ Association shall have the right to levy a Specific Assessment against all such Joint Walkway Owners for such costs and expenses, which Specific Assessment shall be levied and allocated equally amongst the Joint Walkway Owners entitled to use such Joint Walkway and their Units, without the necessity of prior notice or opportunity for a hearing.
- (d) Use of Joint Walkways. Each Joint Walkway shall be utilized in common by the Joint Walkway Owners, their heirs, successors, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees, and the successors-in-title to their respective Units. The Joint Walkway Easement Areas shall be kept clear of landscaping and improvements except as specifically

approved in writing by the DRB, and must be maintained in a clean, safe and attractive manner, free and clear of debris. No vehicles shall be permissible in the Joint Walkway Easement Areas at any time.

- (e) Maintenance and Repair of Joint Walkways. The Joint Walkways shall be maintained generally as initially constructed in respect to location, design, condition, materials, and workmanship unless (i) the Joint Walkway Owners agree otherwise in writing; and (ii) obtain any necessary consents or approvals from the Master Developer, the DRB and the applicable governmental agencies. The maintenance, upkeep, repair, and replacement of the Joint Walkways, ~~including the trimming of any immediately adjacent vegetation, shall be the joint~~ responsibility of the Joint Walkway Owners, which Joint Walkway Owners shall bear the expenses thereof equally unless otherwise agreed in writing by the Joint Walkway Owners. The Joint Walkway Owners shall consult with one another and reach full agreement prior to initiating any substantial maintenance, upkeep, repair, or replacement of the Joint Walkway; however, maintenance, upkeep, repair, or replacement may be initiated by any Joint Walkway Owner so long as such undertaking is reasonable and does not exceed the aggregate amount of One Thousand U.S. Dollars (U.S. \$1,000.00) per year or such other amount as may be agreed upon in writing by the Joint Walkway Owners. Payment therefor may be made in full by the Joint Walkway Owner initiating such improvement whereupon the remaining Joint Walkway Owners shall reimburse such Joint Walkway Owner for their share of such expenses promptly upon receipt of an accounting of such costs and request therefor. If any Joint Walkway Owner personally with his own labor makes any repairs, the remaining Joint Walkway Owners shall reimburse such Joint Walkway Owner for their reasonable share of the cost of materials promptly upon receipt of an accounting for such costs and request therefor.

If the Joint Walkway Owners fail to maintain their Joint Walkway in the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents, then the Master Developer and/or the Master Owners' Association may undertake such maintenance upon fifteen (15) days prior written notice to the Joint Walkway Owners, and the Joint Walkway Owners shall pay all costs and expenses of such maintenance to the Master Developer or the Master Owners' Association, as the case may be, within ten (10) days after receipt of a written invoice for such cost and expenses. Any amount due to the Master Developer or the Master Owners' Association, as the case may be, under the terms of this Supplement which is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the Federation at the time of such delinquency, whichever is less. The Master Developer or the Master Owners' Association, as the case may be, may bring an action at law or in equity against the Master Owners' Association for any amounts due under the terms of this Supplement, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due. The Master Owners'

Association may also impose and enforce such costs and expenses as a Specific Assessment against the Joint Walkway Owners and their Units as provided in the Master Covenants.

- (f) Insurance and Damage. Notwithstanding any other provision contained herein to the contrary, the underlying ownership of the properties burdened by the Joint Walkway Easement Areas shall remain in the names of the current Owners of record, their heirs, successors, and/or assigns. The Joint Walkway Owners shall obtain and maintain insurance in reasonable amounts (with reasonable deductibles) on their respective portions of the Joint Walkway Easement Area covering liability for property damage, personal injury suffered by persons using the Joint Walkway Easement area, and death. In the event of such a calamity, resulting repair, replacement, or liability expenses shall be paid from such insurance proceeds. To the extent insurance does not cover all such expenses, the Joint Walkway Owners shall share the remaining expenses equally (unless the Joint Walkway Owners agree otherwise); PROVIDED, however, in the event the Joint Walkway is damaged as a result of improper, negligent, or unusual use by a Joint Walkway Owner or his respective heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, such Joint Walkway Owner shall be responsible for such damage and shall promptly pay the entire cost of restoring the Joint Walkway to its condition prior to such damage. The cost of repairing damage occasioned by an Act of God shall be borne and apportioned as if a normal maintenance expense.
- (g) Private Walkways. Joint Walkway Owners shall have the right to connect private walkways to the Joint Walkways to provide for ingress and egress to their respective properties (the "**Private Walkways**"). Such Private Walkways shall be for the use and enjoyment of the Owner of the Unit to which it provides access, their heirs, assigns, devisees, personal representatives, guests, invitees, servants, tenants, agents, permittees or successors-in-title, and the other Joint Walkway Owner sharing the Joint Walkway shall have no rights therein. Such Private Walkways shall be constructed by the Owner prior to such time a Dwelling Unit is completed on the applicable Unit. Any cost and expense incurred in connection with the construction, maintenance, upkeep, improvement, repair, and replacement of such Private Walkways shall be the sole responsibility of the Owner of the Unit to which it provides access; PROVIDED, however, that any portions of said Private Walkways constructed within the Joint Walkway Easement Area shall be deemed part of the Joint Walkway, and shall be constructed and maintained to the same standards as the Joint Walkway. All Private Walkways shall be designed and constructed of such materials as may be approved in writing by the Master Developer and the DRB as provided in the Master Covenants and the Design Guidelines. All Private Walkways shall be maintained by the Owner thereof in accordance with the condition required or as otherwise provided under the Master Covenants, this Supplement, the Design Guidelines, the Rules or the other Governing Documents.

- (h) Utilities. The surface of the Joint Walkway or any Private Walkway constructed within the Joint Walkway Easement Area may be breached for the installation or maintenance of underground utilities which may be placed within the Joint Walkway Easement Area; PROVIDED, however, the Owner of the property served by such utilities, at such Owner's sole cost and expense, shall be responsible for immediately restoring the Joint Walkway to its previous condition. **Time is of the essence.**
- (i) Notice. Notice by one Joint Walkway Owner to the other Joint Walkway Owners shall be in writing given either by registered mail, return receipt requested or by overnight courier (e.g., Federal Express) to the address either last given such Joint Walkway Owner by the other Joint Walkway Owners, or by delivery in person. If no addresses were exchanged between the Joint Walkway Owners, then to the last address shown in the Master Owners' Association's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Walkway as of the date on which the notice is to be given and/or to the last address shown in the Property Tax Records Office's records for the Person(s) shown in such records as owning the particular Unit entitled to use the particular Joint Walkway as of the date on which the notice is to be given. Service of notice shall be deemed effective on the date of deposit with the U.S. Postal Service (or its foreign equivalent, if mailed from outside of the United States), and/or date of deposit with an overnight courier. Notice to any one Joint Walkway Owner shall be deemed notice to all. In the case of a corporate Joint Walkway Owner, service may be made as provided by statute for service of civil matters or by leaving a copy of the notice with an officer of the corporation.
- (j) Remedies and Enforcement. The Master Developer, the Master Owners' Association, the DRB and any Joint Walkway Owner shall each have the right to enforce, by any proceeding at law or in equity, all covenants now or hereafter imposed by the provisions of this **Section 3** as it may be amended. Failure by the Master Developer, the Master Owners' Association, the DRB and/or any Joint Walkway Owner to enforce in whole or in part any covenant of this **Section 3**, regardless of the number or kind of violations or breaches which may have occurred, shall in no event be deemed a waiver of the right to do so thereafter.

4. Beach Easements.

- (a) Beach Access Easement. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, its successors, assigns and/or designees, the Master Owners' Association, and each Owner, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Beach Access Easement**") on, over, within, through and across, and right to use in common with each other, the "**Beach Access Easement Area**" more particularly described and identified on **Exhibit "D"** attached hereto, for the sole purpose of providing pedestrian (but not vehicular) ingress, egress, regress and access to and from the Beach Parking Easement Area and the beach adjacent to the Beach Access Easement Area

- (b) Beach Parking Easement. The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, its successors, assigns and/or designees, the Master Owners' Association, and each Owner, a non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "**Beach Parking Easement**") on, over, within, through and across, and right to use in common with each other, the "**Beach Parking Easement Area**" more particularly described on Exhibit "E" attached hereto, for the sole purpose of providing pedestrian and vehicular ingress, egress, regress and access to and from Sir Kennedy Simmonds Highway and the Beach Access Easement Area, as well as vehicular parking for those using the Beach Access Easement.
- (c) Use of Beach Easements. Subject to the Master Covenants, this Supplement, the Rules and the other Governing Documents, the use of the Beach Easements and the Beach Easement Areas will, in each instance, be non-exclusive and for the common use and benefit of the Master Developer, its successors, assigns and/or designees, the Master Owners' Association and each Owner. The Master Developer reserves the right to use the Beach Easements and the Beach Easement Areas in common with the other Persons expressly designated herein as being entitled to use same; PROVIDED, however:
- (i) Use of the Beach Easements and the Beach Easement Areas shall be subject to the terms and conditions of the Master Covenants, this Supplement, the Rules and the other Governing Documents; and
- (ii) The Master Developer and the Master Owners' Association may each temporarily close or block traffic on any Beach Easement Area for the time necessary for the purpose of protecting ownership rights and preventing the creation of easements to the public and unrelated third parties (PROVIDED, however, that prior to closing off any portion of a Beach Easement Area, the Master Owners' Association shall give fifteen (15) days prior written notice to the Master Developer of its intention to do so and shall coordinate such closing with the Master Developer so that no unreasonable interference in the passage of pedestrians or vehicles shall occur), and may temporarily fence off portions of the Beach Easement Areas as reasonably required for the purpose of repair, construction and reconstruction of any improvements now or hereafter located on the Beach Easement Areas (the "**Beach Easement Area Improvements**").
- (d) Maintenance.
- (i) Responsible Party(ies). The Master Owners' Association shall be responsible for maintaining the Beach Easements and the Beach Easement Area Improvements and shall promptly and diligently make all repairs as reasonably necessary to keep and maintain the same in a good, safe, neat, clean and safe condition, in compliance with all applicable laws, rules, regulations, codes and ordinances, and in compliance with the Master Covenants, this Supplement, the Design Guidelines, the Rules and the

other Governing Documents. The costs of any such maintenance and repairs shall be a Common Expense of the Master Owners' Association.

(ii) Failure to Maintain. If the Master Owners' Association fails to maintain the Beach Easement Areas or the Beach Easement Area Improvements in the condition required under Section 4(d)(i) herein, then the Master Developer may undertake such maintenance upon five (5) days prior written notice to the Master Owners' Association, and the Master Owners' Association shall pay all costs and expenses of such maintenance to the Master Developer within ten (10) days after receipt of a written invoice for such cost and expenses. Any amount due to the Master Developer under the terms of this Supplement which is not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum or the maximum interest rate permitted to be legally charged under the laws of the Federation at the time of such delinquency, whichever is less. The Master Developer may bring an action at law or in equity against the Master Owners' Association for any amounts due under the terms of this Supplement, and interest, late payment fees, costs and reasonable attorney's fees of such action shall be added to the amount due.

(e) Prior Approval of Improvements; Building Restrictions. No Beach Easement Area Improvements shall be constructed, replaced, relocated or reconstructed (including any reconstruction required as a result of a fire or other casualty) without the prior written approval of the Master Developer (during the Master Developer Control Period) and the DRB as provided in the Master Covenants, this Supplement, the Design Guidelines and the other Governing Documents.

5. Other Easements.

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

- (b) Water 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 "**Water Easement**") on, over, under, within, through and across and right to use each of the "**Water Easement Areas**" more particularly described on Exhibit "G" attached hereto, 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 water utilities to the Sandy Bank Bay Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Water Easement Areas over and upon the Sandy Bank Bay Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Water Easement Areas. The Water Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Water Easement Areas.
- (c) Sewer 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 "**Sewer Easement**") on, over, under, within, through and across and right to use each of the "**Sewer Easement Areas**" more particularly described on Exhibit "H" attached hereto, 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 sewer utilities to the Sandy Bank Bay Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Sewer Easement Areas over and upon the Sandy Bank Bay Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Sewer Easement Areas. The Sewer Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Sewer Easement Areas.
- (d) 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 "I" 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 Sandy Bank Bay Property and the rest of Christophe Harbour, together with the right of ingress, egress, regress and access to and from the Drainage Easement Areas over and upon the Sandy Bank Bay

Property, and including the right to connect and tap into any such utilities now or hereafter located in or on the Drainage Easement Areas. The Drainage Easement shall be for the benefit of and an appurtenance to the Sandy Bank Bay Property and the rest of Christophe Harbour, and shall be a burden upon the Drainage Easement Areas.

- (e) Site Development Easement(s). The Master Developer hereby declares, grants, reserves and establishes to and for the benefit of itself, successors, assigns and/or designees, non-exclusive, perpetual, transferable, transmissible, appendant and appurtenant easement (the "~~Site Development Easement~~") on, over, under, within, through and across and right to use the Sandy Bank Bay Property, including each Residential Lot and Unit therein, for the purpose of conducting such site development activities as the Master Developer, in its sole and absolute discretion, deems necessary, including, without limitation:
- (i) the right to adjust the elevation and contours of the Sandy Bank Bay Property by, among other things, grading, clearing, excavating and/or filling all or certain portions of the Sandy Bank Bay 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 hill side 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.
- (f) 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 and access of vehicular and pedestrian traffic on, over, within, through and across the Sandy Bank Bay Property and the rest of Christophe Harbour, as necessary, to exercise each of the easements described in this **Section 5**.

6. 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 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 reserved in this Supplement, including the Joint Walkway Easements, the Beach Easements, the Utility Easement, the Water Easement, the Sewer Easement and the Drainage Easement (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 Benefited Lot, or with

pedestrian access to and from the beach at Sandy Bank Bay, as the case may be; (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.

7. Non-Access Areas. No Owner or any other Person may use any portion of a "Non-Access Area" as more particularly described on Exhibit "J" attached hereto, for parking, curb-cuts, driveway entrances or for the purpose of providing vehicular access, ingress and egress to or from any Unit, including the Unit upon which any such Non-Access Area is actually located thereon.
8. Improvement Setbacks, Building Envelopes and Single Story Structure Zones. The improvement setbacks, building envelopes and single story structure zones shown on the Subdivision Plan respecting lots, 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 and single story structure zones shown on the Subdivision Plan respecting lots are subject to change and alteration by the DRB to accommodate individual home designs and homesite characteristics.
9. Provisions are Supplemental. Notwithstanding anything contained in this Supplement to the contrary, the terms and provisions of this Supplement, including, but not limited to, the covenants, conditions, restrictions, easements, limitations and exhibits set forth herein, are in addition to the terms and provisions provided for in the Master Covenants and, as such, this Supplement shall be deemed a part of the Master Covenants. Except as expressly and specifically modified or amended by this Supplement, the Master Covenants, together with any and all modifications, amendments and/or supplements thereto, shall remain in full force and effect.
10. Binding Effect. The Master Developer hereby declares that the Sandy Bank Bay Property shall be held, sold, used, and conveyed subject to the easements, restrictions, covenants, and conditions contained herein, which shall run with the title to the Sandy Bank Bay Property and Christophe Harbour. This Supplement, including, but not limited

to, all of the covenants, conditions, restrictions and easements herein, shall be binding upon and inure to the benefit of all Persons having any right, title, or interest in or to any portion of Christophe Harbour, including the Sandy Bank Bay Property, their heirs, successors, successors-in-title, and assigns.

11. Dispute Resolution and Limitation on Litigation. Any disputes as to the interpretation or other matters involving, arising out of or otherwise concerning this Supplement shall be handled in accordance with and subject to the procedures set forth in **Chapter 18** of the Master Covenants.
12. Amendment. Any amendments to this Supplement shall be made in accordance with and subject to the procedures set forth in **Chapter 20** of the Master Covenants; PROVIDED, however, any amendment to **Section 3** of this Supplement, will also require the written consent of the Joint Walkway Owners whose rights under **Section 3**, if any, will be materially and adversely affected by any such amendment.
14. 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.
16. Non-Merger. Notwithstanding the fact that the Master Developer is the current owner 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.
17. Grants. The parties hereby declare that this Supplement, and the easements created herein shall be and constitute covenants running with the land and Units in Christophe Harbour. The grants of easements in this Supplement are independent of any covenants and contractual agreements undertaken by the parties in this Supplement and a breach of either party of any such covenants or contractual agreements shall not cause or result in a forfeiture or reversion of the easements granted in this Supplement.
18. 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 (i) 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 or supplemented 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.

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

EXHIBIT "A"	Description of the Sandy Bank Bay Property
EXHIBIT "B"	Boundary Plan of the Sandy Bank Bay Property
EXHIBIT "C"	Subdivision Plan of the Sandy Bank Bay Property
EXHIBIT "D"	Description of the Beach Access Easement Area(s)
EXHIBIT "E"	Description of the Beach Parking Easement Area(s)
EXHIBIT "F"	Description of the Utility Easement Area(s)
EXHIBIT "G"	Description of the Water Easement Area(s)
EXHIBIT "H"	Description of the Sewer Easement Area(s)
EXHIBIT "I"	Description of the Drainage Easement Area(s)
EXHIBIT "J"	Description of the Non-Access Area(s)

IN WITNESS WHEREOF, the Master Developer has hereunto affixed its hands and seal
on the 31st day of December, 2008.

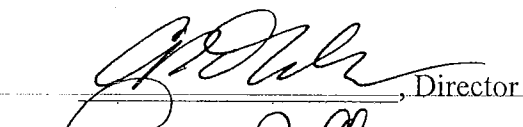
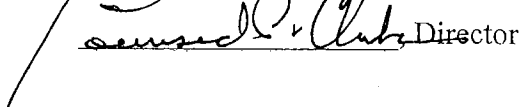
The Common Seal of **CHRISTOPHE HARBOUR**)

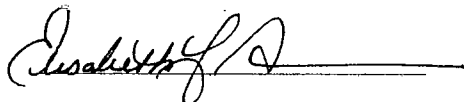
DEVELOPMENT COMPANY LIMITED was)

hereunto affixed by **Charles P. Darby, III**, Director,)

in the presence of **Townsend P. Clarkson**, Director,)

Before and in the presence of:)


_____, Director

_____, Director



Elisabeth F. Nimmons

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

My Commission Expires: 1-19-11

(Signature and Seal)

A. D. 2008

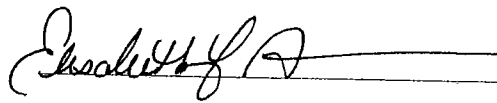
NOTARIAL CERTIFICATE

I, **Elisabeth F. Nimmons** of 2 North Adger's Wharf, Charleston, South Carolina, USA 29401,

HEREBY CERTIFY that on the 31st day of December, 2008 PERSONALLY came and appeared before me **Charles P. Darby, III**, and **Townsend P. Clarkson**, two Directors of **CHRISTOPHE HARBOUR DEVELOPMENT COMPANY LIMITED**, who in my presence duly executed the foregoing **FIRST SUPPLEMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CHRISTOPHE HARBOUR** for and on behalf of the said Company.

AND the names or signatures "**Charles P. Darby, III**" and "**Townsend P. Clarkson**" appearing on the said document are in the true and proper handwriting of the said **Charles P. Darby, III**, and **Townsend P. Clarkson**.

GIVEN under my hand and Seal of Office this 31st day of December, 2008.



Elisabeth F. Nimmons

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

My Commission Expires: 1-19-2011

(Signature and Seal)

EXHIBIT "A"

TO

SUPPLEMENT

Description of the Sandy Bank Bay Property

ALL THAT parcel 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, containing seventy and eighty-three hundredths (70.83) acres and being more fully shown on a plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "PLAN SHOWING A SURVEY OF THE SANDY BANK BAY & HILLSIDE PARCEL" and dated the 29th day of September 2008, and bounded and measuring as follows, that is to say, on the North by the lands of KHT Land Holdings Limited as shown on said plan; on the Northeast by Sandy Bank Bay as shown on said plan; on the East by the lands of KHT Land Holdings Limited as shown on said plan; on the South and Southwest by the Dr. Kennedy A. Simmonds Highway as shown on said plan; on the West by the lands of KHT Land Holdings Limited as shown on said plan, and being described by the following metes and bounds to wit:

Beginning at a corner set along the eastern edge of Dr. Kennedy A. Simmonds Highway;

thence N 25°23'01" W a distance of 1533.45' to a corner set;

thence N 25°35'11" W a distance of 78.30' to a corner set;

thence N 25°10'24" W a distance of 40.20' to a corner set;

thence 1200.61' along the arc of a curve turning to the left,
having a radius of 843.79', a chord bearing of N 68°04'14" W,
and a chord length of 1101.87' to a corner set;

thence S 71°03'53" W a distance of 684.34' to a corner set;

thence S 69°51'40" W a distance of 40.02' to a corner set;

thence S 70°41'21" W a distance of 407.05' to a corner set;

thence N 23°21'12" W a distance of 210.29' to a corner set;

thence N 58°37'32" E a distance of 140.36' to a corner set;

thence N 34°32'55" W a distance of 136.64' to a corner set;

thence N 36°49'19" E a distance of 299.16' to a corner set;

thence S 51°44'10" E a distance of 51.64' to a corner set;

thence S 01°58'32" W a distance of 183.85' to a corner set;

thence 20.28' along the arc of a curve turning to the right,
having a radius of 80.03', a chord bearing of S 80°17'23" E,
and a chord length of 20.23' to a corner set;

thence 6.11' along the arc of a curve turning to the left,
having a radius of 40.02', a chord bearing of S 77°24'03" E,
and a chord length of 6.10' to a corner set;

thence N 01°36'30" E a distance of 214.39' to a corner set;
thence N 15°56'55" W a distance of 38.36' to a corner set;
thence N 25°17'16" E a distance of 131.40' to a corner set;
thence N 08°55'31" W a distance of 176.11' to a corner set;
thence N 77°21'40" E a distance of 306.50' to a corner set;
thence S 12°01'24" W a distance of 82.07' to a corner set;
thence S 77°58'36" E a distance of 40.02' to a corner set;

thence 59.46' along the arc of a curve turning to the left,
having a radius of 80.03', a chord bearing of S 09°15'43" E,
and a chord length of 58.10' to a corner set;

thence S 30°32'50" E a distance of 26.24' to a corner set;

thence 82.49' along the arc of a curve turning to the right,
having a radius of 270.10', a chord bearing of S 21°47'52" E,
and a chord length of 82.17' to a corner set;

thence 32.98' along the arc of a curve turning to the left,
having a radius of 25.01', a chord bearing of S 50°49'17" E,
and a chord length of 30.64' to a corner set;

thence S 88°35'41" E a distance of 17.80' to a corner set;

thence 9.91' along the arc of a curve turning to the left,
having a radius of 230.09', a chord bearing of S 89°49'42" E,
and a chord length of 9.91' to a corner set;

thence N 30°19'58" W a distance of 172.49' to a corner set;
thence N 32°45'46" E a distance of 25.24' to a corner set;
thence S 78°43'20" E a distance of 196.84' to a corner set;
thence N 74°45'42" E a distance of 119.58' to a corner set;
thence S 67°39'40" E a distance of 125.55' to a corner set;
thence N 73°45'16" E a distance of 87.61' to a corner set;
thence S 50°00'50" E a distance of 142.29' to a corner set;
thence N 66°08'29" E a distance of 32.04' to a corner set;
thence N 50°42'53" W a distance of 129.72' to a corner set;
thence N 12°50'37" E a distance of 51.06' to a corner set;
thence N 75°58'16" E a distance of 116.23' to a corner set;
thence N 74°17'54" E a distance of 139.73' to a corner set;
thence N 78°16'04" E a distance of 93.10' to a corner set;
thence S 73°54'56" E a distance of 63.76' to a corner set;
thence S 76°40'39" E a distance of 120.05' to a corner set;
thence N 82°14'11" E a distance of 129.23' to a corner set;
thence S 73°50'16" E a distance of 150.38' to a corner set;

thence S 89°37'10" E a distance of 152.54' to a corner set;
thence S 35°59'19" E a distance of 87.75' to a corner set;
thence N 72°13'57" E a distance of 50.24' to a corner set;
thence N 55°38'39" E a distance of 228.36' to a point;
thence S 27°58'48" E a distance of 30.20' to a point;
thence S 26°36'31" E a distance of 100.96' to a point;
thence S 37°19'23" E a distance of 103.21' to a point;
thence S 37°21'47" E a distance of 89.11' to a point;
thence S 41°45'20" E a distance of 91.49' to a point;
thence S 47°32'32" E a distance of 83.41' to a point;
thence S 48°40'04" E a distance of 85.86' to a point;
thence S 57°00'51" E a distance of 73.93' to a point;
thence S 66°25'58" E a distance of 96.44' to a point;
thence S 73°13'36" E a distance of 85.89' to a point;
thence S 80°35'06" E a distance of 107.35' to a point;
thence S 82°52'08" E a distance of 118.71' to a point;
thence S 87°58'05" E a distance of 139.30' to a point;
thence S 24°00'32" W a distance of 149.42' to a corner set;
thence S 24°00'32" W a distance of 313.59' to a corner set;
thence N 76°26'09" W a distance of 70.19' to a corner set;
thence S 40°43'31" W a distance of 39.48' to a corner set;
thence S 19°56'55" W a distance of 71.79' to a corner set;

thence 21.36' along the arc of a curve turning to the left,
having a radius of 11.00', a chord bearing of S 35°39'23" E,
and a chord length of 18.16' to a corner set;

thence 64.01' along the arc of a curve turning to the left,
having a radius of 875.34', a chord bearing of N 86°38'38" E,
and a chord length of 63.99' to a corner set;

thence 37.49' along the arc of a curve turning to the right,
having a radius of 225.09', a chord bearing of N 89°19'15" E,
and a chord length of 37.45' to a corner set;

thence S 19°48'38" W a distance of 52.56' to a corner set;

thence 14.90' along the arc of a curve turning to the left,
having a radius of 175.07', a chord bearing of S 86°59'17" W,
and a chord length of 14.90' to a corner set;

thence 121.90' along the arc of a curve turning to the right,
having a radius of 925.36', a chord bearing of S 88°19'22" W,
and a chord length of 121.81' to a corner set;

thence 38.37' along the arc of a curve turning to the left,

having a radius of 20.01', a chord bearing of S 37°09'07" W,
and a chord length of 32.76' to a corner set;

thence S 17°47'33" E a distance of 132.30' to a corner set;

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

thence S 19°48'38" W a distance of 380.39' to a corner set;

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

thence S 88°47'57" E a distance of 230.60' to a corner set;

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

thence S 06°21'58" E a distance of 65.72' to a corner set;

thence 80.70' along the arc of a curve turning to the right,
having a radius of 145.06', a chord bearing of S 09°34'20" W,
and a chord length of 79.67' to a corner set;

thence S 25°30'38" W a distance of 78.82' to a corner set;

thence 78.65' along the arc of a curve turning to the right,
having a radius of 220.08', a chord bearing of S 35°44'56" W,
and a chord length of 78.24' to a corner set;

thence S 45°59'14" W a distance of 112.74' to a corner set;

thence S 33°35'33" E a distance of 196.75' to a corner set;

thence S 74°09'07" W a distance of 172.07' to a corner set;

thence S 87°36'54" W a distance of 53.94' to a corner set;

thence N 65°16'41" W a distance of 61.20' to a corner set;

thence N 31°27'42" W a distance of 75.96' to a corner set;

thence S 67°03'47" W a distance of 85.67' to the Point of Beginning;

EXHIBIT "B"

TO

SUPPLEMENT

Boundary Plan of the Sandy Bank Bay Property

See attached plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "PLAN SHOWING A SURVEY OF THE SANDY BANK BAY & HILLSIDE PARCEL" and dated the 29th day of September 2008.

Planned Community No. 1
 Registered this 26th day of January, 2009
 Page 1 of 1

REGISTERED
 JAN 25 2009
 KENT MEMPHIS

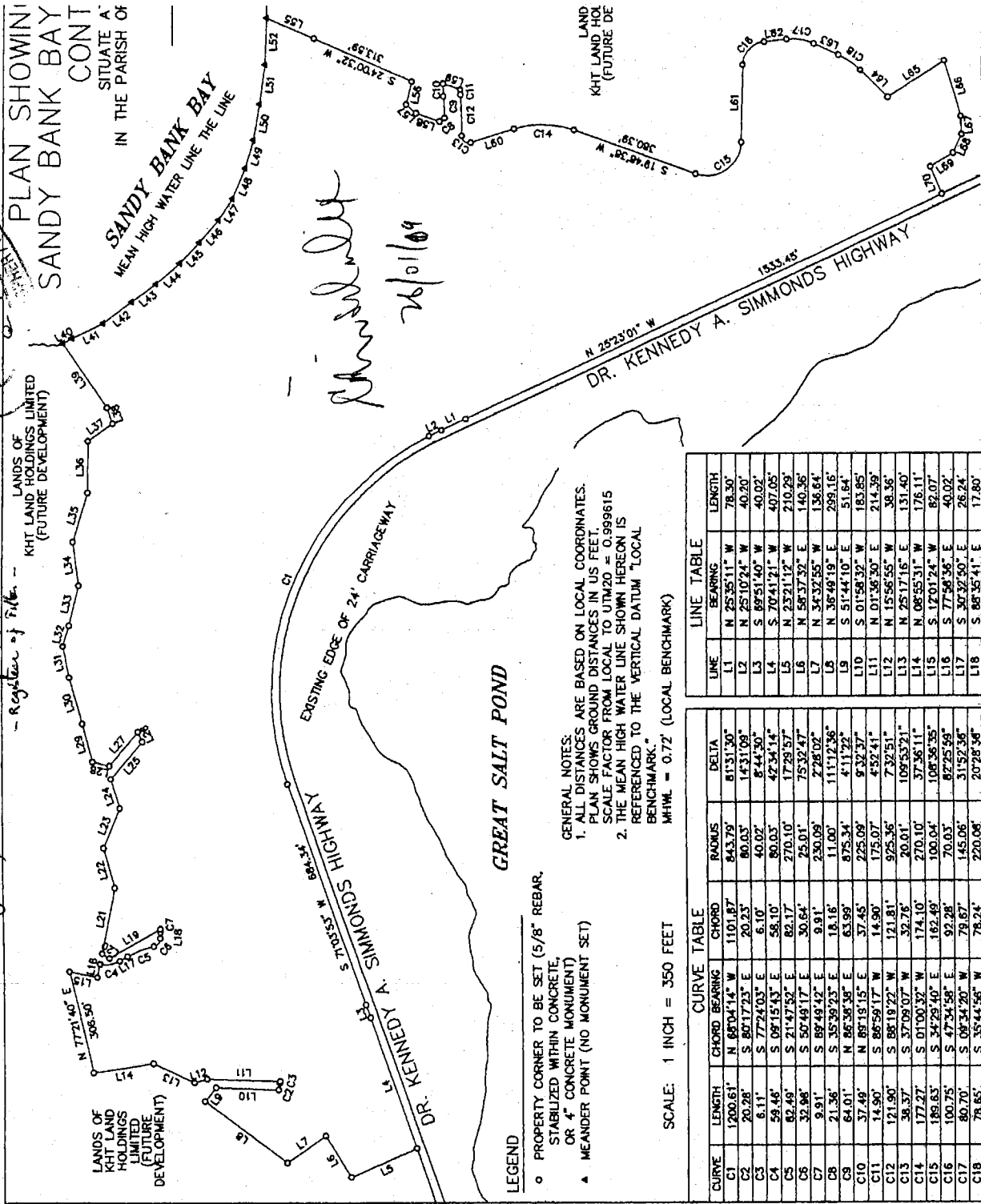
PLAN SHOWING
 SANDY BANK BAY
 CONT
 IN THE PARISH OF
 SITUATE A'

LANDS OF
 KHT LAND HOLDINGS LIMITED
 (FUTURE DEVELOPMENT)

LANDS OF
 KHT LAND HOLDINGS LIMITED
 (FUTURE DEVELOPMENT)

- Register of Title -

SANDY BANK BAY
 MEAN HIGH WATER LINE THE LINE



GREAT SALT POND

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

GENERAL NOTES:
 1. ALL DISTANCES ARE BASED ON LOCAL COORDINATES.
 PLAN SHOWS GROUND DISTANCES IN US FEET.
 SCALE FACTOR FROM LOCAL TO UTM 20 = 0.999615
 2. THE MEAN HIGH WATER LINE SHOWN HEREON IS REFERENCED TO THE VERTICAL DATUM 'LOCAL BENCHMARK.'
 MHWL = 0.72' (LOCAL BENCHMARK)

SCALE: 1 INCH = 350 FEET

CURVE TABLE				LINE TABLE				
CURVE	LENGTH	CHORD BEARING	CHORD	RADIUS	DELTA	LINE	BEARING	LENGTH
C1	1200.61'	N 68°04'14" W	1101.87'	843.79'	81°31'30"	L1	N 25°35'11" W	78.30'
C2	20.28'	S 80°17'23" E	20.23'	80.03'	14°31'09"	L2	N 25°10'24" W	40.20'
C3	6.11'	S 77°24'03" E	6.10'	40.02'	5°44'30"	L3	S 69°51'40" W	40.02'
C4	59.48'	S 09°15'43" E	58.10'	80.03'	42°34'14"	L4	S 70°41'21" W	407.05'
C5	62.49'	S 21°47'52" E	62.17'	270.10'	17°39'57"	L5	N 23°21'12" W	210.29'
C6	32.96'	S 50°49'17" E	30.64'	25.01'	75°32'47"	L6	N 58°37'32" E	140.36'
C7	9.91'	S 89°49'42" E	9.91'	230.09'	7°28'02"	L7	N 34°32'55" W	136.64'
C8	21.36'	S 35°39'23" E	18.16'	11.00'	111°12'56"	L8	N 35°49'19" E	299.16'
C9	64.01'	N 86°36'39" E	63.99'	75.34'	4°11'22"	L9	S 51°44'10" E	51.64'
C10	37.49'	N 83°13'15" E	37.45'	225.09'	9°32'37"	L10	S 01°58'32" W	183.85'
C11	14.90'	S 86°59'17" W	14.90'	175.07'	4°52'41"	L11	N 01°56'30" E	214.39'
C12	121.90'	S 88°19'22" W	121.81'	925.36'	7°32'51"	L12	N 15°56'56" S	38.36'
C13	36.37'	S 37°09'07" W	32.76'	20.01'	109°53'21"	L13	N 25°17'16" E	131.40'
C14	177.27'	S 01°00'32" E	174.10'	270.10'	37°36'11"	L14	N 08°55'51" W	176.11'
C15	189.63'	S 34°23'40" E	182.49'	100.04'	108°56'35"	L15	S 17°01'24" W	82.07'
C16	100.75'	S 47°54'58" E	92.28'	70.03'	87°25'59"	L16	S 77°58'56" E	40.02'
C17	80.70'	S 09°34'20" W	79.67'	145.06'	31°52'36"	L17	S 30°32'50" E	26.24'
C18	78.65'	S 35°44'56" W	78.24'	220.06'	20°28'34"	L18	S 85°35'41" E	17.80'

EXHIBIT "C"

TO

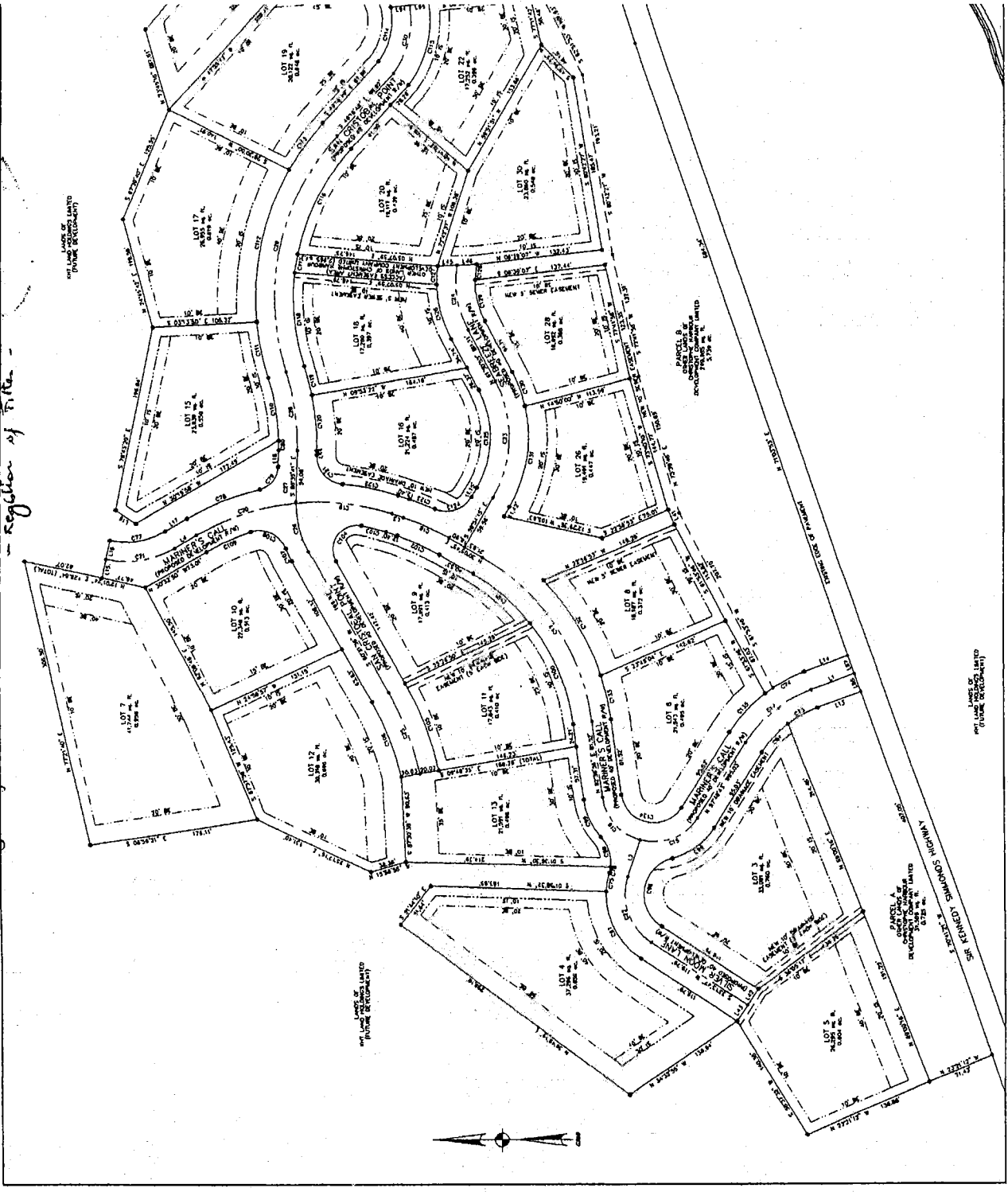
SUPPLEMENT

Subdivision Plan of the Sandy Bank Bay Property

See attached plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008.

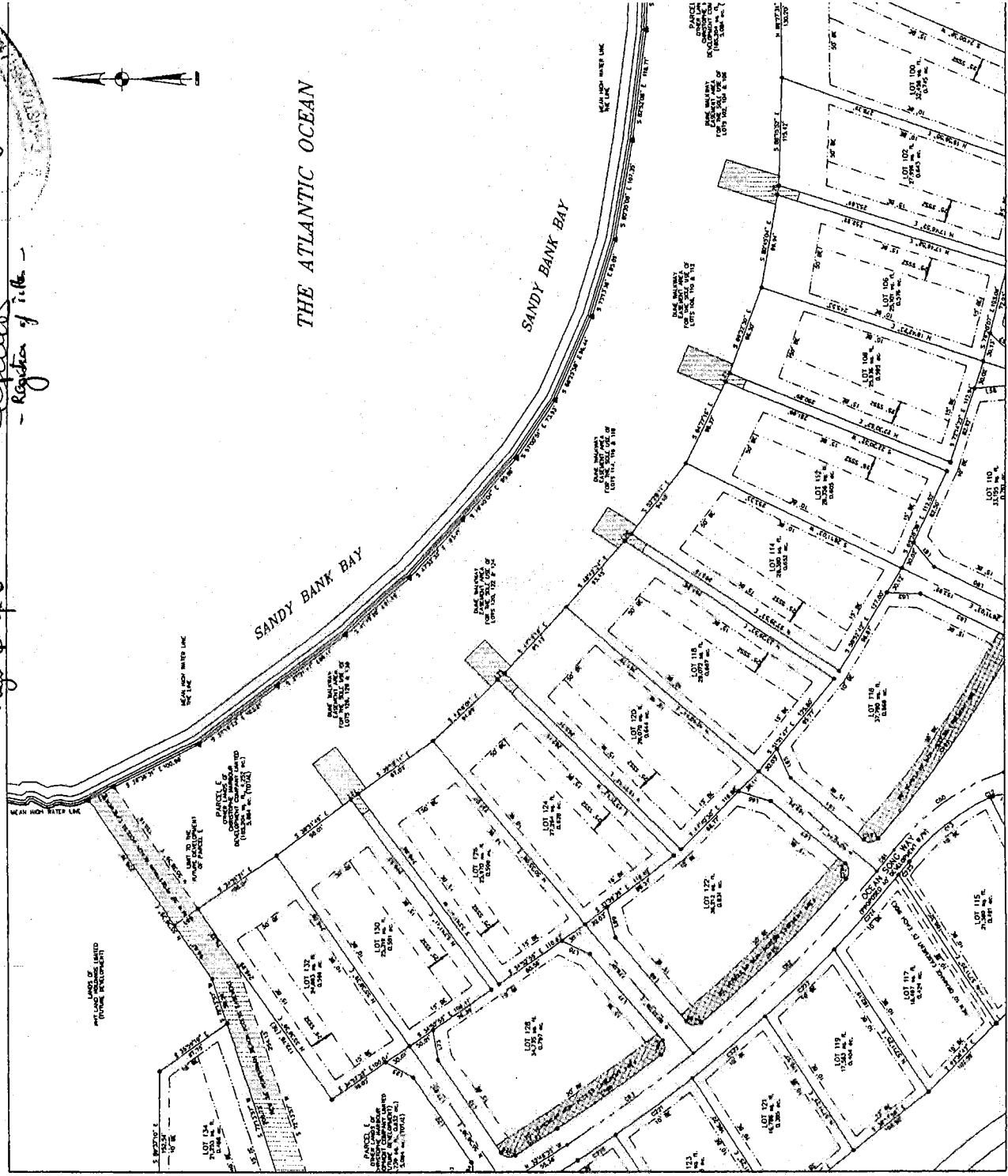
REGISTRATION
JAN 25 2009
11:11 AM

Planned Community No. 1
Registered this 25th day of
January, 2009
Page 2 of 6
Division of Titles



Planned to minimize N-1
Registered the 30th day of January, 1909
Page 4 of 6

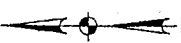
JAN 2 1909
REGISTERED



THE ATLANTIC OCEAN

SANDY BANK BAY

SANDY BANK BAY



Planned Community No. 1
Registered This 26th day of January, 2009
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Register of Titles

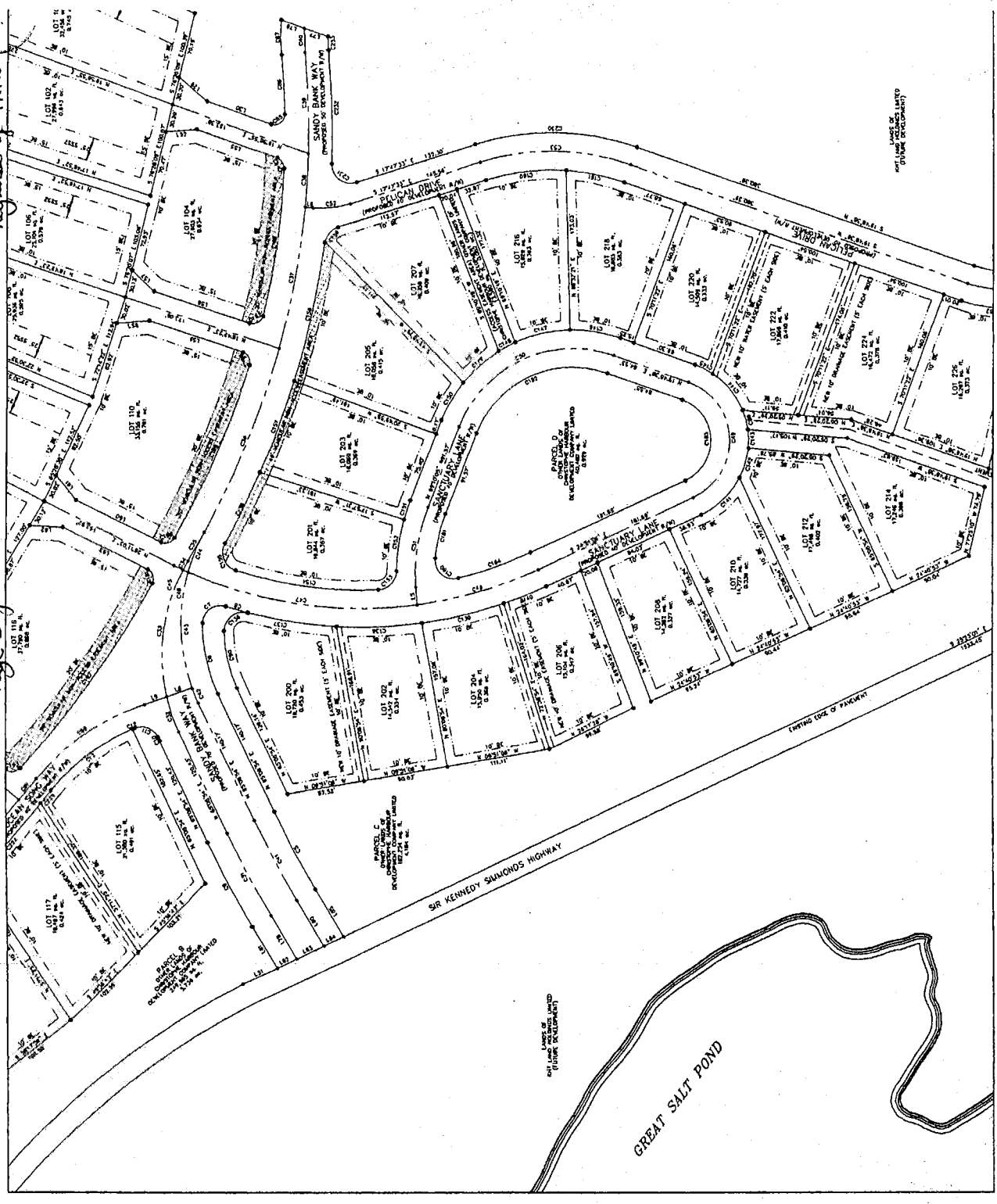


EXHIBIT "D"

TO

SUPPLEMENT

Description of the Beach Access 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 "**NEW 30' PEDESTRIAN BEACH ACCESS EASEMENT**" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as Exhibit "C".

EXHIBIT "E"

TO

SUPPLEMENT

Description of the Beach Parking 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 "**VEHICULAR PARKING AREA (FOR BEACH ACCESS)**" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as Exhibit "C".

EXHIBIT "F"
TO
SUPPLEMENT

Description of the Utility Easement Area(s)

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as a "utility easement" or "utility easements" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as **Exhibit "C"**, including, but not limited to, the following:

"NEW 10' UTILITY EASEMENT" between Lots 232, 241 and 243.

EXHIBIT "G"

TO

SUPPLEMENT

Description of the Water 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 a "water easement" or "water easements" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as **Exhibit "C"**, including, but not limited to, the following:

"NEW 10' WATER EASEMENT (5' EACH SIDE)" between Lots 220 and 222, and

"NEW 10' WATER ESMT (5' EACH SIDE)" between Lots 234 and 236.

EXHIBIT "H"
TO
SUPPLEMENT

Description of the Sewer 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 a "sewer easement" or "sewer easements" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as **Exhibit "C"**, including, but not limited to, the following:

- "NEW 10' SEWER EASEMENT" running from Lot 6 to 135,
- "NEW 15' SEWER EASEMENT" running from Lot 135 to Lot 129,
- "NEW 5' SEWER EASEMENT" on Lot 8,
- "NEW 5' SEWER EASEMENT" on Lot 18,
- "NEW 5' SEWER EASEMENT" on Lot 28,
- "NEW 10' SEWER EASEMENT" between Lot 133 and 135,
- "NEW 10' SEWER EASEMENT" running from Lot 222 to 243, and
- "NEW 10' SEWER EASEMENT" between Lot 232 and Lot 234.

EXHIBIT "I"
TO
SUPPLEMENT

Description of the Drainage Easement Area(s)

All that (those) certain piece(s), parcel(s), lot(s) or tract(s) of land, situated, lying and being at Sandy Bank Bay, on the Southeast Peninsula in the Parish of Saint George, in the Island of Saint Christopher, and being more fully shown and designated as a "drainage easement" or "drainage easements" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as Exhibit "C", including, but not limited to, the following:

- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 3 and 5,
- "NEW 10' DRAINAGE EASEMENT" on Lot 3,
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 9 and 11,
- "NEW 10' DRAINAGE EASEMENT" on Lot 16,
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 115 and 117,
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 129 and 133,
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 200 and 202,
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 204 and 206, and
- "NEW 10' DRAINAGE EASEMENT (5' EACH SIDE)" between Lots 222 and 224.

EXHIBIT "J"
TO
SUPPLEMENT

Description of the Non-Access 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 a "vehicular non-access easement area" or "vehicular non-access easement areas" on that certain plan prepared by Dwight C. Francis, Licensed Land Surveyor, titled "A SUBDIVISION PLAN OF SANDY BANK BAY TO CREATE 90 RESIDENTIAL LOTS & A LIFT STATION" and dated the 19th day of December 2008, and attached hereto as Exhibit "C", including, but not limited to, the following:

- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 104,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 110,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 116,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 122,
- "20' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 128,
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 201,
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 203, and
- "10' VEHICULAR NON-ACCESS EASEMENT AREA" on Lot 205.