88.505 617/2014

Upon this nineteenth day of December two thousand fourteen, came and appeared before me, Faride Eloisa Elixie Tjon Ajong, Civil Law Notary in Sint Maarten:

INTRODUCTORY STATEMENTS: -----

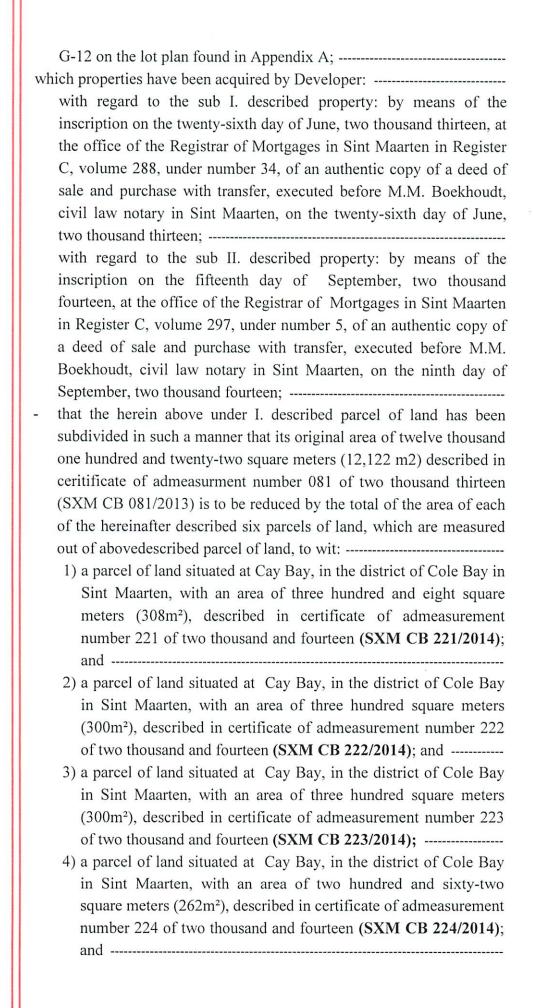
The appearer, acting as mentioned above, declared: -----

- that Cay Bay Development N.V. (hereinafter referred to as "CBD"). a limited liability company established in Sint Maarten, is developing a residential and commercial project, known as "Indigo Bay Estates" at Cay Bay, in the district of Cole Bay, Sint Maarten, which is to be realized on the following real property: -----a parcel of land situated in Sint Maarten, in the district of Cole Bay, having an area by computation of Five Hundred Ninety-Seven Thousand Eight Hundred and Twenty-Five square meters (597.825m²), being the parcel of land described in Certificate of Admeasurement number 132 of nineteen hundred seventy-one (C/A 132/1971), having an area of Six Hundred Eleven Thousand square meters (611.000m2), less a parcel of land described in Certificate of Admeasurement number 114 of nineteen hundred seventy-eight (C/A 114/1978), having an area of Thirteen Thousand One Hundred and Seventy-Five (13.175m²), the whole, subject to the right of long lease till January sixteenth, two thousand eighty-eight (January 16, 2088), with the exclusive option for renewal for an additional fiftyone (51) years until January sixteenth, two thousand one hundred thirty-nine (January 16, 2139) (hereinafter the "Long Lease"); -----that by the establishment of said right of long lease, inter alia, the

title, partial lessees or sub-lessees to such subdivided parts of the Long lease, as well as their respective successors in title, will – contrary to what is stipulated in article 767 of the Civil code of the Netherlands Antilles – only be liable for and be required to pay a proportional part of the total Long lease annual rent to the Lessor, if all such successors in title, partial lessees and/or sub-lessees have complied with the following conditions:

The Lessor has been property notified of the subdivision(s) and the sale(s) and transfer(s) of the rights; -----The successor(s) in title, partial lessee(s) and/or sub-lessees must become and remain a member of, or participant in an organization(s) of successors in title, partial lessees and/or sublessees (hereinafter referred to as the "Organization"), which Organization will be required to collect the applicable Long lease rents and pay same to Bell Realty Corporation NV, as well as assume -together with the successors in title, partial lessees and sub-lessees- full responsibility and liability towards BELL REALTY CORPORATION NV for the proper payment of all Long lease rents; The successors in title, partial lessees and/or sub-lessees must as members of and/or participants in the Organization bind themselves for their individual share(s) to BELL REALTY CORPORATION NV for the proper performance of the Organization of its obligations towards BELL REALTY CORPORATION NV; -----All successors in title, partial lessees and/or sub-lessees must -as members of and/or participants in the Organization- elect, for the purposes of the conditions contained herein domicile at the office(s) of the Organization, which offices must be situated on Sint Maarten, Netherlands Antilles." -----

- that the Developer is developing a residential project, known as "Indigo Green" within Indigo Bay Estates, which is to be realized on the following real property, which is the right of long lease till January sixteenth, two thousand eighty-eight (January 16, 2088), on:
- I. a portion of land in Sint Maarten, having an area by computation of Twelve Thousand One Hundred and Twenty-Two square meters (12.122m²), described in Certificate of Admeasurement number 81 of two thousand thirteen (SXM CB 081/2013) as further shown as Parcel G-11 on the lot plan found in Appendix A; together with; -----
- II. a portion of land in Sint Maarten, having an area by computation of Four Thousand Five Hundred Eighty-Three square meters (4.583m²) described in Certificate of Admeasurement number 160 of two thousand fourteen (SXM CB 160/2014) as further shown as Parcel



5) a parcel of land situated at Cay Bay, in the district of Cole Bay in Sint Maarten, with an area of two hundred and forty-three square meters (243m²), described in certificate of admeasurement number 225 of two thousand and fourteen (SXM CB 225/2014); and -----6) a parcel of land situated at Cay Bay, in the district of Cole Bay in Sint Maarten, with an area of two hundred and twenty-one square meters (221m²), described in certificate of admeasurement number 226 of two thousand and fourteen (SXM CB 226/2014); which parcels of land are all subject to the said right of long lease till January sixteenth, two thousand eighty-eight (January 16, 2088); and ----which subdivision was laid down in a notarial deed, passed on the fourth day of December two thousand and fourteen before me, civil law notary, of which deed a true copy has been inscribed in the Public Registers in Register C volume 298 under number 33, which deed of subdivision has been rectified by deed passed on the eighth of December two thousand and fourteen before me, civil law notary, of which a true copy has been inscribed in the Public Registers in Register C volume 298 under number 34; ----which six parcels of land, jointly with the remainder of the land described in Certificate of Admeasurement number 81 of two thousand and thirteen (SXM CB 081/2013) and the parcel of land described in Certificate of Admeasurement number 160 of two thousand and fourteen (SXM CB 160/2014), are in the present deed referred to as "the Property"; ----that the surface area of the above described real property may be increased or decreased from time to time by the Developer or the Foundation: and ----that in order to protect the quality and the value of and provide for the proper administration of Indigo Green, the Developer wishes to create easements, qualitative obligations and a perpetual clause by this notarial deed; ----that in this deed the following terms have the following meanings: ---**Board**: means the board of directors of the Foundation. Builder: means GreenBuild N.V., a private limited liability company --established in Sint Maarten. -----CBRUP: means the Community Building Regulations and Usage -----Prescriptions imposed upon the Owners and the Foundation, in their ---collective interest, as such CBRUP will become binding pursuant to --deeds of conveyance by the Developer or the Builder for and between --

	vners and the Foundation and thereafter for and between theation and any subsequent Owner, as adopted by the Developer and
	nendments thereto that may be adopted by the Developer during -velopment Period or the Foundation thereafter. The CBRUP do
	m part of the Rules and Regulations
	ominium Building: means a building constructed on a
	minium Lot housing two or more Condominium Units and its
	on areas
	ominium Unit: means a single-family residential unit having a
	f apartment as meant in article 5:106 paragraph 3 of the Civil
	itution: means the Constitution of the Foundation, as amended
	me to time
Develo	pment Period: means the period that commences with the
	ation of the Foundation in the Commercial Register of the
Chamb	per of Commerce and ends on the later of i) the date of the
record	ing in the Kadaster of the last transfer to an Owner of title to the -
last Vi	lla Lot or Condominium Unit planned to be constructed upon the
Proper	ty as part of Indigo Green and ii) the date of the delivery by the
Builde	r to an Owner of the last Villa or Condominium Unit planned to -
be con	structed upon the Property as part of Indigo Green
	ation ("IGF"): means the Indigo Green Foundation, established
in Sint	Maarten
	: means the Indigo Bay Master Foundation, established in Sint
	n.
	mmon areas: means all immovable and movable properties
(includ	ling improvements thereto and interest therein), which will be
	ted by the Developer during the Development Period to the
Founda	ation to be owned or managed by the Foundation for the common
	d enjoyment of all Owners in Indigo Green and which are not a
part of	any Residential Lot, together with:
a.	the air above and the earth below all land making up the IG
	Common Areas, subject to the limitations imposed by the Long -
	Lease;
b.	all property designated as IG Common Areas in any future
	recorded supplemental declaration, together with; and
c.	the landscaping and any improvements thereon, including
	without limitation all structures, recreational facilities, open
	spaces, walkways, swales, grass area, parking, streets, sidewalks,
	irrigation systems, sewer systems, street lights, entrance features,
	and all other areas which may be so designated from time to time

by the Developer or the Foundation
Limited Common Elements: means the portion of any Villa or Villa
Lot which is utilized or shared by more than one Villa for the benefit of
more than one Owner, including but not limited to common walls, utility
lines, common structural components such as retaining walls or
supporting earth. However, the interior walls, floors, roofs, patios, and
other portions of a Villa, including those that may extend to the edge of
the Lot, shall be considered as being a part of the Villa and are not
Limited Common Elements, unless they are structurally co-dependent or
used in common by two or more Villas
Non-Residential Lot: means any lot, subdivided or not, within the
Property that is not a Residential Lot
Owner(s): means the successors in title of the original Long Lease
holder within Indigo Green, the partial Long Lease holders, and sub
long lease holders pertaining to the parcels of land in the Long Lease,
respectively the owners of land, and Residences within Indigo Green
Owner(s) refers to a single owner, joint owners, the owners' association
owning the common areas of a Condominium Lot and Condominium
Building, and entities such as partnerships, trusts, estates, corporate and
other entities. Reference to an Owner in the singular shall include a
reference to all the owners of the same Residence, whether persons or
entities. Owners shall have the same meaning as "participants" under
the law
Permittee: means any person or entity expressly or implicitly authorized
by an Owner to be present on either or both his Residential Lot and
Residence, the IG Common Areas, and includes without limitation his
Authorized Representative, a spouse, members of his family, other
occupants or users of his Residence, guests, visitors, servants,
employees, representatives, contractors, subcontractors, lessees, tenants
for life, beneficiaries of a trust, and any other person, entity or animal
under his control and for whom he is responsible at law
Residence: means a Villa or a Condominium Unit
Residential Lot: means a Villa Lot or a Condominium Lot;
Rules and Regulations: means those rules and regulations adopted by -
the Developer, as may be amended by the Foundation at a later date,
governing the use of the Property and the construction of any
improvements and facilities, common or private, in order to protect the -
collective interests and for the collective benefit of the Owners
Villa: means a single-family residence constructed upon a Villa Lot
Villa Lot: means a portion of Indigo Green recorded as one or more
subdivided lots by the Kadaster, that is or are intended and designated

solely	for	the construction of one Villa			
1,70		ISHMENT DECLARATION			
		arer, acting as mentioned above, subsequently declared that the			
		rights in Indigo Green, to which the Property presently			
		nd to which the Developer may add or remove in the future			
		movable properties at its own discretion;			
		encumbered, sold, or transferred by another title subject to the			
		easements, qualitative obligations and a perpetual clause			
		ements, qualitative obligations and a perpetual clause shall be			
		ad accepted subject to the suspensory condition of the sale and			
		f a Residence or a Residential Lot, pursuant to which the valid			
		f the easements, qualitative obligations and a perpetual clause			
		e, has been fulfilled.			
1000		ion of the above, the appearer acting as set forth above.			
		hereby to lay down the Indigo Green Declaration of Easements			
		e referred to as the "Easements Declaration" hereinafter.			
		ill contain the following rights, easements, qualitative			
		s and a perpetual clause, which are created and accepted			
		the suspensory condition of the sale and transfer of a			
(8.)		or a Residential Lot, which rights and obligations read as			
EASEMENTS DECLARATION					
		ation			
a.	Ac	lministration			
	A	permanent and perpetual easement and right of ingress and			
		ress is hereby created and granted to and for the benefit of the			
		undation over and upon all Residential Lots and Non-			
		sidential Lots for the purpose of administering the Foundation			
		d the IG Common Areas, and enforcing the provisions of and			
		ring breaches of the Constitution of the Foundation and the			
		BRUP by Owners			
	Fu	rthermore:			
	i.	While the Foundation may remedy such violations, it shall			
		have no obligation to do so and its delay or decision not to			
		remedy shall not release the violating Owner of any liability			
		towards the Foundation and the other Owners resulting from			
		his violation,			
	ii.	If, after notice to and failure to remedy by a violating Owner,			
		the Foundation remedies a violation, all costs incurred by the			
		Foundation in doing so (including all reasonable legal and			
		attorneys fees) shall become the personal obligation of the			
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		Owner's title on his Lot, as if these costs were unpaid Foundation dues. In urgent cases, the Foundation shall not be required to give advance notice to remedy a violation and shall give notice as soon as practically feasible.
		iii. Any fines imposed on the Owner by the Board shall become the personal obligation of the Owner and be secured by a lien against the violating Owner's title to his Lot, as if these fines were unpaid Foundation dues.
	b.	Notices
		A permanent and perpetual easement and right of ingress and egress is hereby created and granted to and for the benefit of the Foundation over and upon all Residential Lots for the purposes of delivering notices and other communications concerning the Foundation and Indigo Green, conducting inspections, and verifying compliance with the Constitution of the Foundation, the CBRUP and any Rules and Regulations.
2.	Ov	vners
	a.	Use in Common
		A non-exclusive, permanent and perpetual easement and right of ingress and egress is hereby created and granted to and for the benefit of each Owner over and upon the IG Common Areas for the intended use and enjoyment thereof in common with all other Owners and Permittees in such manner as may be regulated by the Foundation.
	b.	No Interference
		Each Owner has the right to use the IG Common Areas, provided: i. such use does not interfere with the rights of the other Owners as well as the intended use and destination or vocation of Indigo Green and the IG Common Areas;
		 ii. the Owner uses the IG Common Areas with care and in a reasonable manner in accordance with the law, the Constitution of the Foundation and the CBRUP; and iii. such Owner's rights have not been suspended
	c.	Maintenance
		An exclusive, permanent and perpetual easement and right of ingress and egress is hereby created and granted to and for the benefit of each Owner of a Villa over and upon the Residential Lot adjoining his Villa Lot, and over and upon the IG Common Areas, for the purpose of maintaining, repairing and replacing

		equipment of the Owner servicing his Villa, including but no limited to air-conditioners, meters and other equipment or utilities servicing such equipment or the Villa, and for the purposes of maintaining, painting, repairing and replacing the roof, roof overhang, exterior walls, party walls, and any other Limited Common Element
	d.	Drainage
		A permanent and perpetual easement is hereby created and granted to and for the benefit of each Residential Lot and of the IG Common Areas to permit drainage and run-off of water from and to a Lot and the IG Common Areas. Each Owner shall take measures to reasonably minimize the impact of such drainage and run-off on his neighbors' property and the IG Common Areas and to avoid causing any damage. The Owner suffering damages shall also take measures to mitigate his damages.
	e. f.	Openings and Views
	1.	A reciprocal, permanent and perpetual easement is hereby created and granted to and for the benefit of each Residential Lot and the IG Common Areas to permit the existence of encroachment resulting from the construction, reconstruction or repair or by shifting, settlement or moving of any portion of the Property. No easement for encroachment shall exist under the Constitution of the Foundation in respect of any encroachment resulting from an Owner's acts or omissions.
3.	Lir	mited Common Elements
	a.	Ownership
		Each Owner shall own that portion of the Limited Common Elements which stands in his Residential Lot. A reciprocal, permanent and perpetual cross-easement is hereby created and granted to and for the benefit of the other Residential Lot on which stands the remainder of the Limited Common Elements
	b.	Repair and Maintenance The cost of required repair and maintenance of a Limited
		Common Element shall be shared as follows:
		i. for a Limited Common Element serving two Villas, half by the

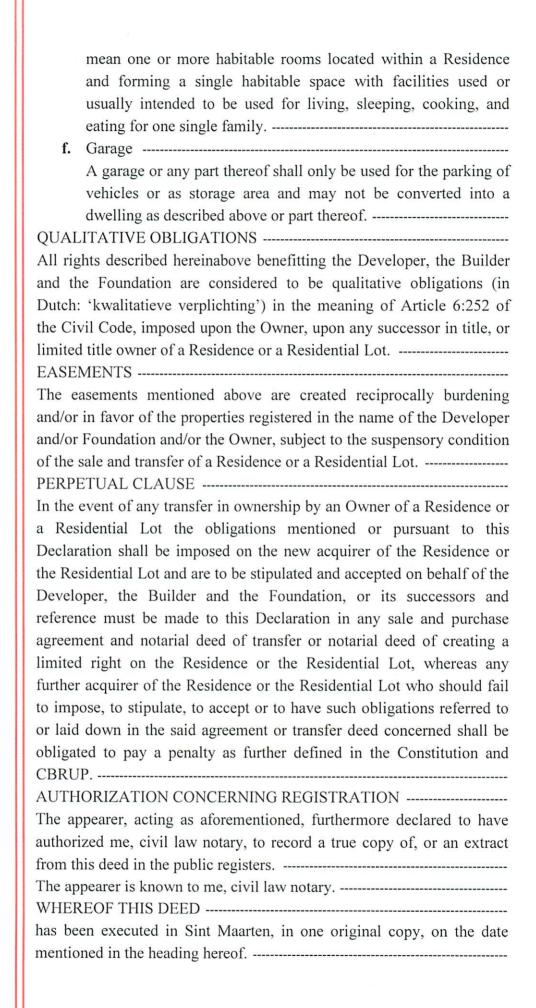
- iii. for a Limited Common Element serving two Condominium Buildings or Lots, half by the Owners collectively of one Condominium Building or Lot, and half by the Owners collectively of the other Condominium Building or Lot.
- c. Damage or Destruction -----
 - In the event of damage or destruction of a Limited Common Element from any cause whatsoever, other than the negligence or willful misconduct of either Owner thereof, the Owners of the Residential Lots involved shall, at their joint expense repair or rebuild said Limited Common Element. If either Owner refuses to pay his share, the other Owner may have such Limited Common Element repaired or reconstructed at his cost and shall be entitled to initiate legal proceedings to seek reimbursement from the Owner who refuses to pay his share. --
 - If an Owner's negligence or willful misconduct causes damage or destruction of a Limited Common Element, such Owner shall bear the cost of repair or reconstruction to the extent attributable to his negligence or willful misconduct. If such Owner refuses to pay all of such cost, the other Owner may have such Limited Common Element repaired or reconstructed and shall be entitled to initiate legal proceedings to seek reimbursement from the Owner who refuses to pay his share. --
- 4. Developer -----

a. Purposes -----

An easement and right of ingress and egress is hereby created and granted to and for the benefit of the Developer and the Builder, their affiliates, contractors and subcontractors, at all times over and upon the IG Common Areas and any other portions of the Property for the purposes of developing Indigo Green. Such purposes include constructing, reconstructing, repairing, replacing or altering any improvements or facilities on the IG Common Areas or elsewhere on the Property that the Developer or the Builder and their affiliates may elect to effect. Such easement is granted for as long as the Developer or the

		Builder owns any portion of the Property or needs to perform remedial work anywhere on the Property.
	b.	Development Period
		Without limiting the generality of the foregoing, the Developer,
		its affiliates, contractors and subcontractors, shall have the
		specific right to maintain upon any portion of the Property sales,
		administrative, construction and other offices and to erect signs
		and displays, all without charge during the Development Period.
	c.	Adjacent Property
		An easement and right of ingress, egress and use is hereby
		created and granted to and for the benefit of the Developer, its
		successors and assigns over and upon the IG Common Areas, as
		these may vary over time, with respect to any property which is
		contiguous or adjacent to the Property and that is owned by the
		Developer, its successors and assigns or any related or affiliated
		entities. This easement is granted for a period ending five years
		after the end of the Development Period
	d.	Add
		For as long as the Developer or the Builder is the owner of any
		part of the Property or any Residence, the Developer may at his
		sole discretion add land to the Property. The land added shall
		form part of the Property upon the recording of the concerning
		deed to that effect with the Kadaster. The right of the Developer
		to add land shall not be subject to the approval of the Board or
		the Owners
	e.	Remove
		For as long as the Developer or the Builder is the owner of any
		undeveloped part of the Property, the Developer may at his sole
		discretion remove part of or all such undeveloped land from the
		Property. The land removed shall cease to form part of the
		Property upon the recording of the concerning deed to that effect
		with the Kadaster. The right of the Developer to remove land
		shall not be subject to the approval of the Board or the Owners
5.	Pu	olic
		A permanent and perpetual easement and right of ingress and
		egress is hereby created and granted to and for the benefit of the
		fire, police, health and sanitation, park maintenance and other
		public services at all times over and upon the IG Common Areas,
		with personnel and vehicles, to arrange for the provision of their
		services and performance of their duties

) .	Ut	ilities
		A permanent and perpetual easement and right of ingress and
		egress is hereby created and granted to and for the benefit of
		utility providers over and upon Residential Lots for the purposes
		of installing and connecting meters, including their reading
		inspection, maintenance, repair and replacement.
7	D۵	strictions
′•		
	a.	Transfer
		Title to a Villa shall not be transferred separately from the title to
	-	a Villa Lot on which it is built
	b.	Use
		The Residences shall only be used for residential purposes.
		Notwithstanding the foregoing and subject to the restrictions that
		may be imposed by the Foundation or the IBMF, an Owner or
		Permittee may engage in the practice of a profession or business,
		provided that such practice or business:
		i. is carried on inside the Residence;
		ii. does not involve the visitation of clients, prospects, vendors
		or the public at large at such Residence;
		iii. does not involve the delivery of merchandise;
		iv. does not create a nuisance to other Owners; and
		v. does not involve the use of the IG Common Areas
		Although the Foundation may adopt further restrictions to govern
		the impact on Indigo Green of such professions and businesses, the
		Foundation may not adopt restrictions that are so onerous that they
		substantially impair the rights granted herein. The Developer shall
		not be subject to such restrictions during the Development Period
	c.	Renting
	.	While an Owner may rent his Residence, the number of times
		that an Owner shall be allowed to rent his Residence during a
		calendar year, as well as other rules and regulations pertaining to
		such rental, may be set down in the Rules and Regulations
	d.	2
		An Owner shall not sell or otherwise transfer or convey title to
		his Residence to third parties such that these parties shall have
		periodic and successive rights of enjoyment of the Residence,
		currently known as time-sharing or fractional ownership
	e.	Division
		No Residence may be divided or modified in any way so that
		such Residence may be used as or converted into more than one
		(1) dwelling. For the purpose of this provision, a dwelling shall



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