

## ARCHITECTURAL STANDARDS - THE REEF ASSOCIATES, INC.

### SECTION ONE

### INTRODUCTION

- A. As part of entering into the condominium form of ownership at The Reef, each Owner has legally acquired both benefits and responsibilities. The responsibilities include some restrictions on individual actions as defined in the governing documents, to wit The Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation of Reef Associates, Inc., the By-Laws as initially adopted and subsequently amended, and Architectural Standards as approved by the RAJ Board of Directors.
- B. The Architectural Standards are presented in this document. They are designed for:
  - 1. The preservation of appearance, character, and property values of the condominium complex.
  - 2. The orderly use and maintenance of common elements and facilities.

### SECTION TWO

### DEFINITIONS

- 1. BOARD – The Board of Directors of the Reef Associates, Inc. (RAI).
- 2. GENERAL MANAGER (GM) – The General Manager/Chief Operating Officer of RAI as appointed by the Board of Directors.
- 3. ARCHITECTURAL REVIEW COMMITTEE (ARC). – Designated by the Board to maintain a uniform architectural standard coupled with changes in technology and community values.
- 4. EXTERIOR – Those portions of a villa not included within the interior walls as defined herein.
- 5. INTERIOR – The area of a villa included with the interior walls as defined herein.
- 6. COMMON AREA – As defined in the governing documents of RAI.
- 7. LIMITED COMMON AREA - As defined in the governing documents of RAI.

### SECTION THREE

### REQUESTS FOR APPROVAL

#### A. Permission required.

To conform with the Declaration of Covenants, Section By-Laws, and protective restrictions, no alteration, addition, or repair which does not restore the repaired portion to its original state or any other work, shall be performed or caused to be performed by any owner on, about, or to the exterior, or where applicable to the interior as described below, of any villa, or in any portion of the common area or limited common area.

**NOTE: ARC APPROVAL IS SOLELY TO ENSURE COMPLIANCE WITH THE REEF ARCHITECTURAL STANDARDS AND DOES NOT WARRANT THAT THE DESIGN OR CONSTRUCTION OF THE REQUESTED WORK MEETS EXISTING BUILDING CODES OF THE VIRGIN ISLANDS. IT IS THE SOLE RESPONSIBILITY OF THE OWNER TO MEET SUCH STANDARDS. NEITHER THE REEF NOR ITS AGENTS ASSUME ANY RESPONSIBILITY OR LIABILITY FOR DAMAGE OR INJURIES RESULTING FROM SUBSTANDARD CONSTRUCTION OR THE EFFECTS OF NATURE.**

#### B. Procedures for requesting ARC approval.

1. Any owner wishing to do or to have performed any such work shall submit an ARC approval form to the General Manager, who will transmit this form to the ARC. The submittals shall be as noted below:

**Note: BEFORE ARC APPROVAL, owners should not purchase materials or enter into a contract with a GC (general contractor) or subcontractor. Doing so is at the Owner's risk.**

- a. First Submittal: A detailed description of the work to be done with a statement of the reasons for the requested work. Provide photos or sketches if necessary. The ARC will review the request and respond based on the existing architectural standards. The review time of the request will not exceed five (5) working days.
- b. Second Submittal: Provide all items requested by the ARC in response to the First Submittal. Provide a copy of the selected GC/Subcontractor's license, a copy of the permit if the work requires such, and an insurance certificate naming the RAI as additional insured.
- c. The ARC will review and comment to the Owner within ten (10) working days of receiving all required documents from the Second Submittal.

#### C. Appeal.

1. If the Owner wishes to appeal the decision of the ARC, they may do so by filing with the ARC Chair a written request for a hearing with the RAI Board of Directors. The ARC Chair shall then forward one copy of each of the entire set of request documents and the appeal to each member of the ARC and the Board.
2. A hearing will be conducted using the "RAI Board Hearing Rules" as approved and adopted January 9, 2020, amended for ARC appeal use and attached to the ARC Standards, as Appendix 1, for reference. Three outcomes are possible:
  - a. Approval
  - b. Approval with conditions
  - c. Denial with a statement of reasons

#### **SECTION FOUR**

#### **LANDSCAPING**

- A. Any changes to existing landscaping or new landscaping must have prior authorization from the Architectural Review Committee (ARC). However, adding plants to or replacing plants in existing beds does not require approval.
- B. Plantings should not obstruct the ocean view of other villas when planted or in the future.
- C. Plantings, although still the Owner's responsibility, become common property.

#### **SECTION FIVE**

#### **STRUCTURAL AND OTHER MODIFICATIONS**

**NOTE: ALL MODIFICATIONS TO UNITS, LISTED BELOW OR NOT, MUST GO THROUGH THE ARC APPLICATION PROCESS, WITH THE COMPLETED APPROVED APPLICATION ON FILE. FAILURE TO DO SO IS A VIOLATION OF ARTICLE 8 OF SECTION I AND SECTION IV BY-LAWS. FURTHERMORE, FAILURE TO GET APPROVAL FOR ANY MODIFICATION GIVES THE REEF THE AUTHORITY TO RESTORE TO THE ORIGINAL CONDITION AND BILL THE OWNER.**

##### **A. ACCEPTABLE EXTERIOR PAINTS**

- 1. Masonry surfaces: "Reef White"
- 2. Wood siding, overhead structures, benches, and window trim to be "Reef Brown" or "Reef White" at the Owner's option.
- 3. All exterior paint must be SATIN finish.
- 4. Wrought ironwork: White (preferred) or black Rust-O-Leum® type (gates).
- 5. Exterior doors: Owner's choice as to color and finish.

**NOTE: Sherwin-Williams supplies the correct Reef colors (Reef White Parchment & Reef Brown). Identify yourself as a REEF owner.**

##### **B. LIMITED COMMON FLOORS – Terrace and Atrium, originally concrete**

- 1. Floor tiles in the Atrium and on the Terrace shall be optional in size, type, and color since this is an area of limited visibility. No ARC approval is required for painting or installing floor tile in the Atrium or the Terrace. However, Owners should exercise care and add silica to the paint or install a slip-resistant tile in these areas. Tile floors shall not be permitted to extend outside of the limited common area.
- 2. Floor and surface painting shall not be permitted outside the limited common area.

**NOTE: Outdoor floors are Owner maintained. However, they are limited common areas subject to entrance for access to utility lines. Therefore, they are at the Owner's expense for the tile repair and painting.**

##### **C. AWNINGS**

- 1. It shall not be permissible to remove the Section I exterior retention beam structure, whether or not it facilitates the installation of an approved awning.

2. In Section I, only canvas-type awnings shall be permitted over the patio windows and doors. "Reef Blue" shall be the only color allowed, except as noted in paragraph 4.
3. Allowable awnings over windows and doors can be configured to be either fixed or retractable.
4. Owners may install combination-type wooden awnings and storm shutters over the Atrium kitchen windows in Section I and Section IV provided they meet the following requirements and limitations:
  - a. In Section I, the wood awning shall be fabricated to applicable codes using dimensional lumber. The roof section shall be marine-grade plywood sealed with a liquid roof membrane. Acceptable paint colors are Reef White or Reef Blue.
  - b. In Section IV, the wood awning shall be constructed per the Section requirements above.
  - c. Per Article 8 in Sections I and IV By-Laws, the repair and maintenance, including painting of this non-original structure, is the responsibility of the individual villa owner.
  - d. RAI assumes no responsibility for the awning installation for either safety of operation or its propensity for personal injury, as well as its ability to perform as a hurricane protective device. Storm protection and security are understood to be the responsibility of the villa owner and the fabrication/installation contractor(s).

**D. WOOD EXTERIOR WALLS – Section I Villas**

Slatted wood privacy screen "walls" as initially installed on masonry between villas are acceptable. If both Affected Owners agree, Owners may add T-111 panels to the slat wall or use masonry to infill the opening to provide more privacy and act as a sound barrier. Owners must install and maintain.

**E. ACCEPTABLE WINDOWS, DOORS, SKYLIGHTS, HURRICANE SHUTTERS, AND GLASS BLOCKS**

Under ordinary and extraordinary circumstances, the installation, replacement, maintenance, and repair of windows, doors, skylights, hurricane shutters, and glass blocks are the villa Owner's responsibility.

**NOTE: Storm shutters or panels may be your villa's windows only protection. Owners are encouraged to install such protective devices.**

Architectural Review Committee (ARC) approval is required before installing or replacing windows, doors, skylights, hurricane shutters, or glass blocks unless expressly noted below.

**1. DOORS:**

Door color, material, and design are the Owner's choice. No ARC approval is required to replace or repaint an existing entry. Owners may install screen doors of any type or color without ARC approval. ARC approval will be required when exterior doors or gates are being installed where none were previously installed.

**2. WINDOWS:**

**ARC APPROVAL IS REQUIRED BEFORE REPLACING ANY WINDOW.** A balanced appearance at the Reef is essential; therefore, anyone wishing to change out windows must submit plans and pictures for approval. Replacement window units, if not a replica of the 1990-style wood-framed window, may be approved if they meet the following standards:

- a. Glass louvers may be up to 6" in height. They may be installed in any opening with a window with glass louvers or into an opening that is protected by hurricane shutters.
- b. Solid louvers can be fabricated out of any material. Still, they must be approximately the same height as the existing louvers (4"). It is strongly suggested that the louvers' material be at least .125" in thickness if aluminum louvers are selected. Solid aluminum louvers that meet Dade County standards are available and may be a worthwhile upgrade for windows not protected by hurricane shutters.
- c. The size (plus or minus 2") and the number of window units must be close to or the same as the original. Whether individual replacement window units swing open is up to the villa owner. Some owners may find it more cost-effective to reduce or eliminate the number of swinging panels.
- d. The exterior frame and the exterior sash of the window can be fabricated out of any suitable material. Interior window sash and frame colors are the Owner's choice.
- e. The color of the external windows/louvers shall be either Reef Brown for original 1990 wooden louvers or Beige for replacement metal windows.
- f. Any painting of exterior trim, exterior sash, or masonry surfaces necessary after repairing or replacing windows is the Owner's responsibility. Such painting must be completed no more than thirty days after the replacement windows' installation is complete.

### 3. **GLASS BLOCKS:**

Owners may install glass blocks to replace existing Plexiglas® or plywood in the fronts of Section I and Section IV villas. The Plexiglas panels are typically used under the living room or bedroom windows and are referred to as "lower transom windows" by many.

- a. Only 8" x 8", 8" x 6", 6" x 6", or 4" x 4" glass blocks are used. Blocks can be either 3" or 4" thick standard pattern blocks.
- b. Blocks must be fabricated of clear glass (no blue, green, pink, etc.).
- c. Blocks must be recessed from the outside surface of the villa by at least 6" to maintain consistency of appearance. In Section I, glass blocks installed below the living room windows may be installed flush with the exterior wall of the villa.
- d. All exterior mortar joints must be grouted with white or parchment-colored grout.

### 4. **HURRICANE PANELS OR SHUTTERS:**

**NOTE: All owners are strongly encouraged to install hurricane panels or shutters on all windows.**

The Reef's insurance does not provide or provides minimal coverage for a villa's interior. Interior items include kitchen cabinets, appliances, floor tile, walls, partitions, interior wiring, and interior plumbing. As a result, a villa's best protection from storm damage may be its hurricane panels or shutters.

- a. Installation shall be per the manufacturer's specifications.
- b. Exterior aluminum, galvanized metal, or acrylic (plastic) type panels and shutters are permitted. The only acceptable colors for shutters are Reef Brown or Almond/Beige. Owners may install transparent acrylic plastic panels or shutters. Bare galvanized or aluminum shutters are not acceptable. Owners must paint bare galvanized or aluminum shutters within thirty days of installation.

- c. Neither the RAI Board nor the Manager assumes any responsibility for the shutter installation to perform as a hurricane protective device. Shutter integrity and performance are understood to be the responsibility of the Owner.
- d. The costs of original installation, seasonal installation and closing, maintenance, and painting of hurricane shutters shall be the individual Owner's responsibility.

5. **SKYLIGHTS: (Section I only).**

Skylights are permitted over baths and vanities. No skylights will be permitted in any main roof decks. Submit skylight specifications for approval. Owners must maintain skylights after installation. Skylights are not allowed in Section IV.

**NOTE: Skylights are very susceptible to hurricane-force winds. Owners are cautioned to ensure that only hurricane-rated skylights are installed.**

**F. TEMPORARY BOARDING OF WINDOWS AND DOORS**

Temporary boarding of windows and doors by villa owners shall be permitted only during imminent storm conditions. Temporary boarding can commence after the National Weather Service has issued St. Croix a hurricane warning. Owners must complete the removal of temporary boarding within five (5) days after the hurricane warning has been removed. Failure to remove the temporary boarding after the above designated time shall result in removal by RAI, with the cost of this effort to be paid by the respective villa owner.

**G. ATRIUM**

**NOTE: A converted atrium remains a Limited Common Area, as defined in the RAI governing documents. Villa occupancy limits remain unchanged. Those limits are four persons in Section I and six persons in Section IV. The owner of a converted atrium is solely responsible for the integrity of the atrium roof. Any damage to the villa or to a neighboring villa as a result of the conversion, whether exterior or interior, is the sole responsibility of the owner. Atrium roof maintenance is solely the responsibility of the owner.**

1. Conversion of an atrium is permitted only with written ARC permission. Owners are cautioned to get ARC approval before signing a contract or beginning construction.  
Necessary items to submit include:
  - a. Payment of a \$1000 refundable deposit to ensure project completion.
  - b. All required permits.
  - c. Scale drawing by an architect or engineer licensed to do business in the USVI, showing all exterior dimensions and elevations, including skylights, windows, and doors. Keep in mind that the roof's deck over the atrium can be no more than fifteen inches higher than the existing exterior atrium walls. The height of the existing atrium walls may not be changed. An owner may not build a two-story atrium or extend an exterior atrium wall into common areas.
  - d. The general contractor's license, name, address, and phone number.
  - e. Contractor's insurance certificate, naming RAI as an additional insured.

- f. A stormwater runoff proposal, with details included in scale drawings. All runoff must be captured and connected to the villa's stormwater drain system.
  - g. Owners must arrange for and document additional inspections at specified times during construction to allow construction to continue. The first inspection takes place after the rough-in or roof framing, before the roof is covered. The second inspection must occur after roof drainage and site flow systems are completed, before any plumbing is installed in the walls or the floor is covered.
2. Permitted Uses/modifications inside Atrium: (ARC Approval required).
    - a. Install an enclosed single 25 lb. propane cylinder to supply a gas stove. (See paragraph R).
    - b. Install an outside washer/dryer (See paragraph H).
    - c. Covering of the Atrium with a fabric sunshade or a pergola type lattice is permitted. The approved fabric sunshade colors are Reef Blue and Tan. The wood for the pergola lattice should be a 2" x 12" rough sawn material that does not project above the top of the Atrium wall. Neither the sunshade nor the pergola framing can change or impede the historical stormwater flows to the Atrium drain.
    - d. Install an outdoor shower.
    - e. Install a compressor for a split A/C unit.
  3. Permitted uses (No ARC approval needed).
    - a. Painting a mural on the wall.
    - b. Potted plants or planters that do not impact the Atrium drain.
    - c. Outdoor art or wall hangings.
    - d. Painting the slab or installing floor tile. Non-slip tile or silica added to paint is recommended.

**H. EXTERIOR/INTERIOR INSTALLATION OF A WASHER AND DRYER**

1. Owners may install washers and dryers inside their villas without ARC approval.
2. Washer and dryer installation shall be permitted in the Atrium provided:
  - a. The electrical hook-up shall conform to local and NEC requirements for exterior installation;
  - b. The plumbing installation shall be per local codes with a proper hook-up to the water supply lines and the sanitary sewer system;
  - c. The ARC recommends covering or enclosing.

**I. AIR CONDITIONERS**

Owners may install window and through-the-wall units in the upper level of Section I and Section IV, utilizing the window bays in the living room and bedrooms. All wiring for the A/C units must be inside the building and installed by a licensed electrician. No ARC approval is required to replace an existing A/C unit for window or through-the-wall A/C units. The installation of split A/C units will be approved if the following standards are met:

1. Owners should install the compressor in the preferred Atrium location, minimizing visibility and creating the least noise to a villa's neighbors.

2. No A/C compressors may be installed in common areas without ARC approval, or on the roof of any villa. Condensate from split system installation cannot spill onto any common area without ARC approval.
3. All compressors must be securely fastened.
4. Compressor screening using latticework or bushes will be required if the compressor is visible from nearby units.
5. Coolant tubes, return tubes, and electrical conduit installed on a villa's exterior must be minimized. Any lines, tubes and, conduits that run on the outside of the villa must be hidden from view, enclosed in plastic duct matching the exterior color, or painted to match the villa's exterior.

#### **J. EXTERIOR PLANT WATERING SYSTEMS**

Above the ground drip-type irrigation systems are permitted on common grounds, provided the following:

1. They are isolated by an accessible and operable (unlocked) exterior manual shutoff valve.
2. The installation is such that the water lines are not installed on walkways and do not create a safety hazard.
3. The installation and subsequent maintenance are the responsibility of the installing villa owner. Water consumption from leaks, system failure, or vandalism is the Owner's responsibility.
4. Plans must be submitted before construction.
5. Underground sprinkler systems shall not be permitted.

#### **K. ELECTRICAL HAZARDS**

Any electrical hazards in limited common areas defined as the villa Owner's responsibility (excluding the electrical meter and its feeder line) shall be corrected, by the villa owner, within thirty days of written notification by the General Manager or the Board of Directors. Failure to do so shall result in RAI initiating corrective action and subsequent billing to the respective villa owner. In addition, electrical service may be disconnected immediately and indefinitely by the General Manager until the necessary corrective action is completed.

#### **L. GENERATORS**

The ARC must approve all standby generator locations before purchase and installation.

#### **M. EXTERIOR LIGHTING**

Additional exterior lights may be permitted. Approved exterior lights must be designated UL-approved exterior type, installed per the National Electric Code (NEC), and not infringe on the privacy of neighboring villas. Only low-voltage type garden lights are permitted for ground-level lighting. Owners must submit plans for review.

#### **N. SOLAR SECURITY LIGHTS AND SOLAR PANELS**

1. The installation of Solar Security Lights is permitted.
2. All Solar Panel installations require ARC approval:
  - a. Villas at The Reef are not laid out and oriented for optimal solar power generation. As a result, the solar power generation capabilities of each villa differ significantly from one to another.



- b. Non-Approved solar panel locations – Owners may not install solar panels over the main roofs of any villa at The Reef.
- c. Approved solar panel locations are subject to the following criteria:
  - i. The panels must be mounted securely to the pergola framing, a mounting rack, or an existing roof over a converted Atrium.
  - ii. The pitch of the panels may not exceed 5 degrees, or it must follow the Atrium roof pitch. Storm runoff must drain into the Atrium if the Atrium is not roofed.
  - iii. One edge of the panel may extend above the Atrium wall to allow the 5-degree pitch.
- d. A site plan must be submitted with the ARC request showing any proposed modifications to existing landscaping. ONLY MINIMAL LANDSCAPE CHANGES WILL BE ALLOWED.
- e. After ARC approval and before the commencement of construction, the Owner must present all required permits to the GM.
- f. A licensed electrician is required for the connection to The Reef’s electrical grid.
- g. Solar panels must be marked with the villa number. If a loose panel damages neighboring property, the solar panel owner is solely responsible.
- h. In the event of a major storm (tropical storm or hurricane), the panels must be removed and stored at the Owner’s expense. Re-installation is at the Owner’s expense.
- i. No solar power generation or storage equipment, except for mounted panels noted in item FIVE.N.2.c. above, may be installed outside the exterior walls of the villa or Atrium.
- j. **\*\*Net metering (utility purchase of unused power) is not available. Therefore, energy generated from the panels that is not stored or used will flow into The Reef’s electrical grid.\*\***

**O. WATER FILTER INSTALLATION**

- 1. Interior installation: ARC approval not required.
- 2. Exterior Installation: ARC approval required and:
  - a. The filter mounting bracket shall be firmly attached to the masonry structure to support the water filter and prevent damage to the adjacent plumbing.
  - b. The Owner assumes all and any financial responsibility for water charges resulting from any leakage associated with the water filter or any interface piping and connecting fittings.
  - c. The Owner is responsible for changing the filter cartridge. The recommended change interval for many sediment cartridges is no more than 15,000 gallons of water or three months, whichever comes first. Other filters require more frequent replacement.

**P. ALARM SYSTEMS**

- 1. The alarm system must be a fully automated recycling type. After activation of the alarm system, including any audible siren, it must automatically reset itself after a maximum operational duration of five minutes.
- 2. Exterior activated flashing or rotating beacon lights shall not be permitted.
- 3. RAI, including its employees, is not responsible for responding to the activation of a burglar alarm with the exception that if notified of its activation, RAI shall notify the police immediately. Further, RAI shall not provide, under any circumstance, the alarm access code for any villa to any individual.

**NOTE: Although not required, RAI recommends that owners with alarm systems secure the services of a monitoring agency, whose primary function should be to contact the police if the alarm is activated.**

4. An alarm system that continually malfunctions shall be repaired immediately by the villa owner. Continually malfunctioning shall be defined herein as a system that has malfunctioned six times in any given 30-day period. Failure to repair a defective alarm system within 30 days of notice by The Reef office shall be grounds for removal of the alarm system.
5. If the villa owner utilizes the RAI-provided pest control service, the owner must make villa access provisions to accommodate entry by that service.
6. The Owner or rental agent must provide a long- or short-term renter with the alarm access code or leave the alarm deactivated during occupancy.

#### **Q. SATELLITE DISHES**

With ARC permission and guidance, Owners may install satellite dishes up to one (1) meter for use by an individual villa. Only two satellite dishes per villa shall be permitted. The ARC will work with the villa owner and satellite installer to determine the best location for good reception while minimizing the impact on neighboring villas. All dishes must be painted at the Owner's expense. No dish may be installed without submitting an Architectural Request to the ARC. Any dish installed in an unapproved location is subject to removal at the Owner's expense. In addition, Owners must remove all old unused dishes and repair all installation scars at their own expense.

#### **R. OTHER ACCEPTABLE MODIFICATIONS**

Any modification of the original villa's structure not identified above must be submitted for ARC review. Any commitment to have the work done before ARC acceptance is at the Owner's risk for the cost of restoration.

#### **S. PROHIBITION**

To protect the health, safety, and welfare of all residents of The Reef and to provide for good preservation of the character of the Condominiums, the ARC shall not, after the effective date of this Standard, grant permission of any project which would:

1. Except as otherwise provided for in these Standards, convert any villa into a larger unit by adding rooms or enclosing an exterior portion.
2. Combine or connect two or more villas into a smaller number of units by permanent, or temporary, total or partial enclosures, such as roofs, breezeways, or otherwise.
3. Enlarge the original square footage of any villa by extending any portion thereof, including the patio or Atrium, into the common area.
4. Remove any electrical appliances and replace them with gas or other fuel-fired appliances, except that Owners may install a four-burner gas cooktop. A single 25-pound gas cylinder must be installed in the Atrium and connected by a metal tube or pipe to the cook top. The cylinder must be stored in a protective housing.
5. Raising, lowering, or extending of Terrace/patio masonry wall along the perimeter. Owners may request permission to move or delete an interior patio wall(s) as long as the square footage of the Terrace/patio is not increased.
6. Building any masonry, wood, or metal structure, either attached to or independent of any villa (common area).
7. Installation of wrought decorative or security features except at Atrium exterior entry.
8. Outside TV antennas.

#### **T. MODIFICATIONS TO INTERIOR WALLS**

1. Owners may alter non-load-bearing walls (Examples: stairway walls in Section I Villas, bathroom and closet walls in Section IV Villas) at their option.
2. Load-bearing wall alterations require ARC approval prior to construction. Successful applications require a building permit and detailed drawings from a VI-licensed architect or engineer. The drawings must show configuration and placement of all headers, footers, and columns.

#### **SECTION SIX**

#### **VIOLATIONS**

Any Owner making an alteration, modification, or addition as regulated by this Standard without first obtaining the required written permission shall be responsible for any damage resulting from such violation. Further, Owners may be required to restore the unit to its initial condition at their own expense. Suppose the Owner fails to remove the unauthorized work and restore the work to its initial state. In that case, the Board may have the necessary work performed and charge the Owner for the expense of such work. Failure on the Owner's part to pay these expenses within ten (10) days of written demand by the President shall authorize The Board to file a lien against the villa as provided for by the By-Laws of RAI.

#### **SECTION SEVEN**

#### **CONFLICTS WITH OTHER RULES AND REGULATIONS**

Whenever any part of these Standards conflicts with any other Rule or Regulation of RAI, the more restrictive one shall govern.

#### **SECTION EIGHT**

#### **RESTORATION AT CHANGE OF OWNERSHIP**

- A. When it becomes known that a villa has been modified contrary to these Standards, no matter how long ago the infraction may have occurred, the GM shall prepare a cost estimate of the work needed to correct the violation for the Board of Directors. After Board review, both the prospective and previous owners shall attempt to share the cost for returning the villa to an acceptable state of its original configuration. If no such agreement is reached, RAI shall place a lien on the villa to rectify the situation, and settlement shall not occur until the property is brought into conformity.
- B. The GM has no authority to grant permission to any owner for the performance of any work regulated by this rule. Reliance by any owner on permission allegedly granted by the GM shall not be considered as affording relief from the consequences of the unauthorized work.

#### **SECTION NINE "GRANDFATHERING "OF NON-CONFORMING MODIFICATIONS**

- A. The following modifications shall be accepted as "Grandfathered" for villas that have these existing modifications before June 28, 2021. All repair and maintenance associated with the "Grandfathering" of non-conforming modifications shall be the responsibility of the villa Owner. Failure to maintain these areas in good physical condition and appearance shall be grounds for reversing the "Grandfathering" ruling concerning the applicable villa. Accordingly, if the villa Owner does not clear this matter up, the Board of Directors may take the following actions:

1. RAI shall implement the necessary action, at the Owner's expense, to correct any existing area of deficiency as a result of the failure of the Owner to provide the required repair and maintenance.
  2. RAI shall require restoration, at the Owner's expense, to the original conforming configuration.
- B. The following are the approved "grandfathered" modifications per the Architectural Survey dated June 28, 2021:
1. Wrought iron railings in limited common areas, provided the Owner maintains them. Failure of the Owner to maintain (e.g., rust removal and painting, installation integrity) these railings in good condition shall be grounds for removal at the Owner's expense. Also, any existing railings with dangerous appendages should have these portions removed by the Owner to eliminate the potential for injury to personnel.
  2. Air conditioners outside of Atriums installed before 6-28-2021 (list available in office)
  3. Atrium enclosures installed before 6-28-2021 (list available in office)

## **SECTION TEN**

## **MAINTENANCE RESPONSIBILITIES**

- A. The villa owner shall be responsible for, but not limited, to the following:
1. Water supply lines from either the villa side of the Atrium wall or where the water line attaches to the exterior wall of the villa into and throughout the unit. Sewer lines are the Owner's responsibility from the clean-out access point (point of connection) into, under, and through the villa's walls and slab.
  2. The repair or replacement of all electrical lines on the house side of the electric meter.
  3. The Owner shall be responsible for the cost of water expended when it is the result of a leak in the piping noted in item TEN.A.1. above, unless the leak occurred during a period of Owner-unauthorized turn-on, which shall then be the responsibility of RAI.
  4. The cost of replacing any interior or exterior (limited common area) floor tiles as a result of any repair work to water lines, sewer lines, or electrical lines associated with repair below the interior surface of the floor slab.
  5. The repair or replacement of all doors, windows, louvers, window screens, sills, and connecting hardware.
  6. The repair or replacement of the complete interior loft structure and contiguous stairs (Section I) and all interior partitions and walls in either Section.
  7. The repair, maintenance, and replacement of all exterior items, including but not limited to tiles, awnings, privacy walls, sunshades or latticework over the Atrium, storage cabinets, etc.
  8. The repair and maintenance of all additions or openings made in or to exterior walls, floors, or roofs (including but not limited to skylights, bathroom windows, dryer vents, etc.)
  9. The painting of hurricane shutters and associated framework, awning framework, flag poles, light fixtures, and storage cabinets.
- B. RAI shall be responsible for, but not limited to, the following:
1. The repair of water lines from the water plant to and including the water meter and service line to the point where the Owner is responsible (see SECTION TEN A.1.) of each unit; sewer lines from the sewer clean-out of each unit to the sewage treatment plant; and electrical lines from the main WAPA feeder to and including the electric meter in each unit.

2. The repair and maintenance of the building structure outside of the interior skin line, including masonry structure, roof surface, and exterior T=111 wood paneling.
3. The painting of the exterior surfaces of all conforming exterior walls, windows, window and door frames, benches, and structures over Atriums if they are unmodified. Painting the interior wall of the Atrium up to the height of 80" above the floor is the Owner's responsibility if the owner has modified or decorated the wall. For those units with awnings or sunshade cloth over the Atrium, removal of awning material or sunshade material before painting is the responsibility of the villa owner.



**Appendix 1 to Architectural Standards**  
**RAI Board Hearing Rules, As Amended for ARC Appeals**  
**Approved and Adopted (insert approval date)**

1. Purpose

- a. The purpose of this document is to summarize the steps through which the RAI Board conducts appeals to ARC decisions.

2. Definitions

- a. Affected Owner: any Unit Owner who has received notice that their ARC request has been denied.
- b. Owner: The term “Owner” shall mean and refer to the Person, or combination of Persons, who hold legal title to a Unit. (RAI Rules and Regulations, Section 1.03)
- c. Hearing: meeting of the Board where the Affected Owner requests a change to the ARC’s decision.
- d. ARC: Architectural Review Committee, as defined in the RAI Architectural Standards.

3. Procedure

- a. Requesting a Hearing, Informal Process
  - 1. The Affected Owner may request a Hearing by contacting the ARC Chair in writing or via email. The Affected Owner must state the reason for the Hearing request. The ARC Chair will forward the request to the rest of the ARC and the RAI Board. The RAI Board President will acknowledge the request and endeavor to schedule the Hearing to take place within two weeks of receiving the request.
  - 2. RAI Board Hearings are informal. An Affected Owner may bring their Attorney to the Hearing but must notify the Board beforehand of their intention. If an Affected Owner brings an Attorney to the Hearing without prior notification, the Hearing will be postponed until the Board’s Attorney can be present.

b. Notice of Hearing

1. The Board President will announce the place, date, and time of the Hearing. Hearings may be conducted in-person, via teleconference, or a combined meeting.

c. Presiding Officer, Board Membership, Record of Hearing

1. The Board President will be the Presiding Officer. In the absence or unavailability of the Board President, the Board Vice-President will preside. If both the President and Vice-President are unavailable, the Board President will appoint another Board member to preside.
2. Board members who are a party to the Hearing subject matter will not take part in the Hearing. Board members who also serve on the ARC will not take part in the hearing.
3. The Board Secretary or their designate will take notes of the meeting.

d. Evidence

1. Evidence must be attributable to the individual gathering and presenting it. Evidence may be provided in the form of video clips, written and signed statements, photographs or other documents, or in-person testimony by the Affected Owner or others. All Evidence must be made available reciprocally to the Affected Owner and the Board no later than five days before the Hearing. The Board will not consider any evidence that is presented anonymously or second-hand.

e. Hearing Process

1. The Presiding Officer identifies the issue for which the Hearing is convened.
2. Then testimony is presented by ARC members, Board members, other witnesses, and the Affected Owner.
  - a. The initial decision and its supporting Evidence are reviewed.
  - b. Then the Affected Owner responds. The Affected Owner and their witnesses are encouraged to present mitigating, explanatory, or rebuttal evidence as

available. Witnesses may attend the Hearing only when they are providing Evidence.

- c. A discussion takes place to clarify the Evidence and address questions that have arisen.
- d. When the discussion ends, the Board alone deliberates and decides in an executive session.
- e. Criteria: In making its determination, the Board shall be guided by the following considerations:
  - i. The effect of the proposed project on the character of the unit in relation to all other Reef units.
  - ii. The effect of the proposed project on the privacy and personal enjoyment of their unit.
  - iii. The effect of the proposed work on the owners of adjoining and nearby units.
  - iv. The overall aesthetic effect of the proposed project
  - v. Although it is preferable that the original architectural character and original plan of The Reef be preserved, realistically, modifications may be accepted as listed in the Architectural Standards, Sections Four and Five.
- f. The Board notifies the Affected Owner of the decision in writing via hand delivery or USPS first class mail. The Affected Owner may receive notice of decision via email, text, or phone call before the mailed notice is received. The Board includes its reasoning in arriving at its conclusion in its notification.

### 3. Arbitration

- a. If an Affected Owner is dissatisfied with the decision of the Board, the Affected Owner may notify the Board and ask that the matter be scheduled for arbitration. Arbitration shall be conducted under the Rules of Procedure for Arbitration published by the American Mediation Institute. The arbitration shall be conducted and heard by a single arbitrator. The place of arbitration shall be St. Croix, Virgin Islands, and Virgin Islands law shall apply. The decision of the arbitrator is final and unappealable. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.