




RAI RULES & REGULATIONS

**Effective
January 16, 2020**



THE REEF CONDOMINIUMS

RULES & REGULATIONS: January 16, 2020

Overview: Each Owner of a condominium at The Reef Condominiums, as part of acquiring title to a condominium unit, has also automatically become a shareholder of Reef Associates, Inc. (RAI). As a shareholder, each Owner has also acquired certain benefits and responsibilities. The responsibilities include some restrictions on individual acts as defined in the governing documents, including the Articles of Incorporation and By-Laws of RAI, as each of them may be modified or amended and in the Rules set forth below that are authorized by the By-Laws of RAI. These restrictions are not intended to limit personal enjoyment; rather they act as a framework that will preserve The Reef as a place where everyone can live independently. They are intended to provide a basis for mutual respect among neighbors.

Article I. DEFINITIONS

Section 1.01 **General.** Terms used in these Rules as defined in the Declaration or By-Laws of the Condominium shall have the meanings set forth therein.

Section 1.02 **Manager.** Chief Operating Officer of Reef Associates, Inc.

Section 1.03 **Owner.** The term "Owner" shall mean and refer to the Person, or combination of Persons, who hold legal title to a Unit.

Section 1.04 **Owner's Family.** The immediate family, specifically, spouses or domestic partners, parents, children, sisters, brothers, and grandchildren of an Owner.

Section 1.05 **Guest.** Any person present at the invitation of an Owner or Renter when the Owner or Renter is also present.

Section 1.06 **Authorized Renter.** Any person staying in a Unit who reimburses an Owner for the use of a Unit in an amount in excess of utilities charges and cleaning expenses and who is registered with the Reef office.

Section 1.07 **Resident.** An Owner, member of the Owner's Family, or Authorized Renter.

Section 1.08 **Resident Guest.** Any person residing in a Unit when the Owner is not present without the obligation to pay any consideration to the Owner, other than utilities charges and cleaning expenses.

Section 1.09 **Fine.** The penalty, determined by the Board, for non-compliance with established Rules & Regulations of the RAI.

Section 1.10 **Quiet Hours. 10:00 p.m. to 7:00 a.m. every day.** For times of day when the use of power tools and other construction activities are prohibited, see Article VIII .

Section 1.11 **Long Term Rental.** An authorized rental period which exceeds three (3) months.

Section 1.12 **Service or Emotional Support Animal.** (ESA) A regulated animal under Federal non-discrimination guidelines that has been approved through procedures established by the Reef Board of Directors for permanent residency.

Section 1.13 **Delinquent owner.** An owner who is at least \$3,000 or 3 months in arrears in billings from RAI

Article II. OCCUPANCY

Section 2.01 Each Owner must notify the Reef Office when the Unit is to be unoccupied for a period exceeding two weeks by submitting an Arrival and Occupancy Form. The office needs to know when a villa is vacant, primarily for security and suspension of garbage collection. **Form available on line or in Appendix 4.**

Section 2.02 Each Owner must notify the Reef Office a week in advance of any planned occupancy. If the occupant is anyone other than an owner, names and contact information of all occupants must be provided to the Reef Office prior to their taking occupancy. **Fine for non-compliance: see Appendix 5.**

Section 2.03 Each Owner must provide the Reef Office with a properly labeled key which gives access to the interior of their Unit. This is necessary to allow maintenance functions such as pest control, meter reading, locating water leaks, etc. and will eliminate the necessity of forcible entry in the event of an emergency. The Owner will be notified by the Reef Office of any forcible entry and will be charged for the locksmith cost in addition to the fine. **Fine for non-compliance: see Appendix 5.**

Section 2.04 All occupants must place household refuse in plastic bags and place the bags in the assigned refuse containers. **UNBAGGED REFUSE IS NOT TO BE PLACED IN THE CONTAINERS.** Owners should provide such bags for renter use. **Fine for non-compliance: see Appendix 5.**

Section 2.05 All debris generated from either Owner or contractor construction or renovation activities must be promptly removed from the Reef property by the Owner or contractor. If it becomes necessary for The Reef to arrange for such removal, the Owner will be charged for the actual cost in addition to the fine. **Fine for non-compliance: see Appendix 5.**

Article III. UNIT SALES AND RENTALS OR LOANING OF UNIT TO GUESTS

Section 3.01 Sales Procedure

- (a) Any Owner desiring to sell their Unit shall notify the Reef Office at the time of listing.
- (b) Prior to closing, all outstanding financial obligations due RAI as of the closing date must be satisfied. One week prior to closing the name(s), current mailing address, and primary phone number(s) of the prospective owners must be provided to the Reef Office for proper distribution of By-laws, Rules and Regulations, and Corporate declaration.

Section 3.02 Rental Procedure

- (a) Any Owner desiring to rent their Unit either on a short- or long-term basis shall provide the name of their broker, other rental agency, or Owner- broker to the Reef Office. The rate of the rental fee will be determined by the Board of Directors. **Fine for non-compliance: see Appendix 5.**
- (b) When a Unit is rented, the Owner or broker shall complete an Arrival and Occupancy Notice **prior to** arrival of the renting occupant. NOTE: A copy of the Arrival and Occupancy Form is provided as an appendix to these Rules & Regulations (Appendix 4) and is also available in the electronic format on the REEF web site (www.reefcondosusvi.com). A copy of such completed Arrival and Occupancy Notice shall be filed with the Reef office. **Fine for non-compliance: see Appendix 5.**
- (c) In cases where an agent, corporation or manager is directly handling the occupancy, any change in the occupancy will necessitate a new payment of the rental fee charged by R.A.I.
- (d) If the Unit is rented for a term exceeding three months (a "long term" rental), the Owner, or broker, shall file a copy of the lease or rental agreement with the Reef Office.

- (e) Neither the Manager nor RAI shall have any responsibility for the collection of rents, security deposits and other prepaid services. Cost of water and electricity will be billed by the Reef Office to the Owner.
- (f) Requests for any services made by the tenant in addition to those ordinarily provided to all Owners must be directed to the Owner and/or broker who will then consult the Manager regarding the request.
- (g) Occupancy is limited to a maximum of four adults in Section I and a maximum of six adults in Section IV. Any deviation from this must be discussed with the Manager before occupancy.

Section 3.03 Administrative Charges

- (a) The Reef Office shall, and of necessity will have to, assist and render services in connection with the sale and rental of all Units, whether brought about by an outside broker or by direct sale or rental by the Owner without a broker. Such services include, but are not limited to, corresponding with Owners, facilitating the showing of Units, additional bookkeeping and billing, and other similar related services. To compensate RAI for the cost of such extra services provided by the Reef Office and rendered exclusively to selling or renting, there is hereby imposed upon the sale and rental of all Reef Units an administrative charge in an amount to be fixed from time-to-time by the Board of Directors.
- (b) Any person occupying a Unit other than the Owner or a member of the Owner's Family will be deemed to be a Renter unless the Owner certifies in writing to the Reef Office that no compensation will be received other than reimbursement of utility charges and cleaning costs. The administrative charge is only applied when the Owner has received rental income. It remains the Owner's responsibility to advise the office when their Unit has been made available to Guests who are not paying rent.
- (c) In the cases of a sale, the administrative charge shall be due and payable to the Reef Associates, Inc. at the closing of the sale, whether by deed or land installment contract.

Section 3.04 Insurance: All Owners who permit their Units to be occupied by any Renters are required to have in force public liability insurance for liability claims which might arise from the occupancy of their Units by tenants and guests. The liability insurance coverage shall not be less than \$300,000.00 for each occurrence and shall include coverage for "rental to other." A Unit shall not be offered for rent or use unless a current certificate of insurance reflecting such coverage is on file with the Reef Office. It is understood that the Owner is responsible for loss or damage to the interior of the Unit. If a unit is occupied by either a renter or an owner who keeps a service animal or ESA, the liability insurance must cover those animals. **Fine for non-compliance: see Appendix 5.**

Article IV. PETS

Section 4.01 Owners are permitted to house no more than two cats as long as the cats are strictly confined inside their Unit and cause no disturbance to neighbors. No other pets or animals are permitted in Units or on any other parts of the condominium property.

Section 4.02 Occupants are prohibited from placing feeding dishes outside their Units for feral cats or other animals.

Section 4.03 The ban on animals (other than two cats which remain confined inside a Unit) has two legal exceptions. The law is explained in Article V and the process for obtaining The Reef's acknowledgement of the need for a service animal or emotional support animal is contained in Appendix 2.

Section 4.04 Residents are responsible for the animals of guests who visit their villa. The behavior of such animals is subject to the same restrictions as a resident ESA or Service animal. No animal of guests can visit in the villa for more than 24 hours at any one time or more than two consecutive days.

Article V. SERVICE AND EMOTIONAL SUPPORT ANIMALS

Dogs are not permitted at The Reef. A hilly community of 101 condos, with no sound insulation and strung closely together above a golf course, doesn't lend itself to compatible living among dogs and neighbors.

However, there are legal exceptions to our dog ban. Two different laws, to which The Reef is subject, allow dogs in communities that otherwise ban them.

The most familiar law is the Americans with Disabilities Act (ADA, 1990). This law prohibits discrimination based on disability. Section 2.3.1 of the ADA explicitly allows Service Animals in places where animals are otherwise prohibited. Service Animals are individually trained to do work or perform tasks for a person with a disability.

The second law is the Fair Housing Act (1969), with amendments and enabling statutes. These laws require that RAI make an exception to its dog ban for Emotional Support Animals (ESAs.) These animals differ from Service Animals because ESAs have no specific requirements for training.

RAI has had a process in place to evaluate assistance animal requests since 2016. This process precisely follows the letter of the law. **The procedure and its attendant application requirements, restrictions, and enforcement measures is found in Appendix 2.**

RAI knows the presence of such dogs can create resentment on the part of people who would like to have a dog but are not willing to defraud their neighbors to get one, and people who prefer the no-dogs policy.

The presence of permitted dogs brings about potential conflict arising over pet waste, barking, aggression, and the use of shared spaces. The animals may have to be allowed, but they don't have to be the source of endless conflict. Individuals who are considering living at The Reef need to be aware that The Reef strictly enforces community rules and penalties.

ARTICLE VI. OWNER OBLIGATIONS AND RESPONSIBILITIES TO THE COMMUNITY

Section 6.01 Delinquent owners. Owners who are three months, or \$3,000.00, delinquent in their payments to RAI will have a lien placed on their Unit. The lien will be removed when the bill is paid in full. In those cases, in which owners are six months, or \$6,000.00, in arrears on payments, RAI will pursue legal foreclosure proceedings on the Unit. The Owner is responsible for all legal fees.

Section 6.02. Each owner or renter is allowed one parking spot. All vehicles must be registered in the RAI office.

Section 6.03 Only two and four wheeled motor vehicles may be parked on RAI Property, and then only in designated parking areas. All vehicles must have effective mufflers, the sound level of which must be less than 94 dB at 10 feet when operated at normal driving speeds. Golf carts shall not be parked off paved surfaces during periods when the Owner/operator is not in residence

Section 6.04. Anyone leaving a vehicle parked on RAI property in their absence must leave keys to the external doors and ignition with the Reef Office or advise the Reef Office in writing of the keys' location. This allows the Reef Office to preclude damage to the vehicle by being able to move it during maintenance work or during emergencies.

Section 6.05 When a neglected vehicle detracts from community property, the Manager will contact the owner to ask how the owner would like to handle rectifying the situation. Any costs incurred will be the responsibility of

the owner.

Section 6.06 External deterioration. Owners who have allowed deterioration of the community property surrounding their Unit or to the portion of their unit visible from the outside will, after due notice, be charged for the costs of restoration to the original state. Such deterioration might be due to neglect, lack of oversight, or storm damage. Such costs will be billed at the actual cost of materials and a labor rate \$50.00/hr.

Section 6.07. Any vehicle parked in a designated handicapped parking spot must display a government-approved handicapped sticker clearly visible from outside the vehicle.

Article VII. CONTROL OF ASSOCIATION EMPLOYEES OR CONTRACTORS

All work assignments to and complaints about employees of the Association, or contractors hired by the Manager, will be handled by the Manager. Owners, other Residents or Guests have no administrative authority over these personnel.

Article VIII. QUIET HOURS FOR CONSTRUCTION ACTIVITIES

Section 8.01 Quiet hours must be maintained at all times with the following EXCEPTIONS (8:00 a.m. to 5:00 p.m. Monday through Sunday).

Section 8.02 There shall be no soliciting on RAI property. If such activity is noted in defiance of posted signs prohibiting the same, it should be reported immediately to the Reef Office.

Article IX. VANDALISM

Owners are responsible to the Association for damage resulting from acts of vandalism committed by Owners, Owner's Family, Guests or Authorized Renters.

Article X. UTILITIES

Section 10.01 Utilities: Water, sewerage and electricity are billed monthly and included as separate line items on the statement issued monthly by the Manager. Payment is due by the 20th of the month. If necessary, the Manager may use all methods authorized in the Amended and Restated Declaration of the Reef Condominiums its By-Laws, or its Rules to collect payment for utility services used within an Owner's Unit.

Section 10.02 Rates: The rates charged for water, sewerage and electricity are approved by the Board of Directors.

Section 10.03 Non-Pay Disconnect: Water to a Unit may be shut off and/or disconnected if the Owner is sixty or more days late in paying for utility services, provided that the total amount owed by the Owner to RAI is greater than \$500 and that the amount billed in the past sixty days for water, sewerage and electricity is greater than \$200. Prior to shutting off service, the Manager will mail a ten-day notice to the Owner at the address on file, stating the total amount owed and the date service will be shut off. A copy of the notice will be taped to both the front and back doors of the Unit to serve as further notice to any occupants within that Unit that their utility service is subject to imminent disconnection.

Section 10.04 Reconnection: If service is shut off and/or disconnected for nonpayment, it will not be reconnected until such time that all amounts due RAI are paid or a payment plan has been agreed to in writing by the Manager. Service will only be restored during normal business hours M-F.

Section 10.05 Theft of Service: Anyone tampering with meters, bypassing meters, or taking water or electricity from a neighboring Unit without the permission of that Owner or reconnecting service or having someone else reconnect service to a Unit where service has been disconnected for nonpayment is guilty of theft of service. Anyone caught stealing service or aiding and abetting in the theft of service will be prosecuted. **Fine for non-compliance: see Appendix 5.**

Section 10.06 Excess water usage: Substantial leaks due to appliance failure, insufficient care of outside water lines, or lack of notification that the Unit will be vacant are extremely costly and have occurred frequently when the occupant is not in residence. When the villa has no Resident, the Owner should notify the Reef Office and the water should be turned off. See Appendix 2 in reference to the applied charges to Owner for major leaks.

Article XI. SECURITY

Section 11.01 All Owners are required to have and use an identified gate key fob for entry onto The Reef Property. The fob, care and control, is the responsibility of each Owner. In case of loss or destruction, there is a \$75.00 fee to obtain a replacement fob. Only the Owner's personal phone number(s) can be entered into security identification system for access to gate entry. Any misuse of the fob will result in an immediate deactivation of the fob and a fee of \$40.00 to reactivate the device.

Section 11.02 Renters must obtain the Unit fob from the Owner or Owner's designee.

Section 11.03 Since every entry to the Reef is identified by the individualized fob, tailgating through the entry gate is not permitted. If the gate closes while you are driving through, STOP; the gate will retract, saving the gate and your vehicle.

Article XII. ENFORCEMENT

Section 12.01 The Manager is empowered to enforce these rules and regulations.

Section 12.02 In the event that any Owner notices a violation of these Rules, the Owner should attempt to resolve the issue with the offending party. If this proves unsuccessful, the infraction should be reported to the Manager, who will log the time and nature of the complaint but NOT the name of the complaining party. The Manager will immediately contact the offending party, tactfully request a correction to the situation and file a report with the Board of Directors. Please note that a separate enforcement procedure is in effect related to animals.

Section 12.03 The Board retains the right to impose fines for violation of the Rules after giving written notification of violation to the Owners. These penalties include imposition of fines.

Article XIII. AMENDMENT

The Rules may be amended as provided in the By-Laws.

Article XIV. EFFECTIVE DATE AND SUPERSESSION

These Rules shall become effective immediately and supersede all previously adopted Rules.

ATTACHED APPENDICES

Appendix 1, Recreational Facilities

Appendix 2, Request for Reasonable Accommodation and Service and Emotional Support Animal Policy

Appendix 3, Major Water Leaks

Appendix 4, Arrival and Occupancy

Appendix 5, Violation Fee Schedule

Appendix 6, Hearing Rules

Appendix 1 to Rules and Regulations
REEF ASSOCIATES, INC.
Recreational Facilities

Section 1.01 General

- (a) The Manager is authorized to enforce all rules applying to the use of these facilities. Violations may result in suspension of privileges, fines, or both.
- (b) Residents are responsible for the conduct of their Guests.
- (c) Users of all facilities do so at their own risk.
- (d) Users are responsible for misuse of or damage to recreational facilities.

Section 1.02 Pool and Pavilion Facility

- (a) Swimmers do so at their own risk.
- (b) Admission to the pool area is restricted to Residents and their Guests.
- (c) Children under 14 years of age must be accompanied by a parent or responsible adult at least 18 years of age.
- (d) The pool and pavilion area is a NO SMOKING area.
- (e) Only plastic containers are permitted at the pool. Glass may be used in the pavilion.
- (f) Proper swimming attire must be worn while in the pool area.
- (g) Running, violent, rough, boisterous or loud play, in or out of the water, is prohibited, as is unnecessarily loud electronic gear.
- (h) Exclusive use of the pool pavilion may be requested for private parties, provided that all small parties (up to 25 attendees) are approved in writing by the Manager at least 48 hours in advance. Large parties (over 25 attendees) must be approved by the Manager in writing at least one week in advance.
- (i) Parties must terminate by 10 P.M.
- (j) The pool pavilion must be cleaned by 12:00 Noon of the following day by the host of the party. If this is not done satisfactorily, the cost of cleaning will be billed to the host.

Section 1.03 Tennis Courts and Fitness Center

- (a) Use of these facilities is limited to Residents and Guests.
- (b) Rubber-soled shoes must be worn. All other shoes and bare feet are prohibited.
- (c) Owners have preferred times, if reserved, from 8:00 to 10:00 A.M. and 4:00 to 6:00 P.M.
- (d) Rain delays will not alter pre-arranged reserved times.

Section 1.04 Golf.

- (a) Conventional golf shoes or sneakers must be worn on the course.
- (b) Players must register at the Golf Pro Shop before commencing play.
- (c) Generally accepted rules of golf etiquette are expected to be followed at all times.
- (d) No group larger than a foursome is permitted to play together on the course unless expressly permitted by the Golf Course Manager.
- (e) No more than two people are permitted to share or ride on golf carts.
- (f) Rental carts are to be used solely for the purpose of negotiating the golf course during a round of play. Using rental golf carts for personal transportation is strictly PROHIBITED.
- (g) Minors (any person under 18 years of age) are not permitted to drive golf carts.
- (h) Seasonal Golf Memberships are valid for 12 months from date of purchase. No refunds or discounts are allowed. Only those individuals on the list maintained by the Reef Office are deemed to have memberships.
- (i) The RAI Board-approved fee schedule is posted in the Pro Shop. No deviations are permissible.

Section 1.05. Disc Golf.

- (a). Players must register at the Golf Pro Shop before commencing play or pay using the "honor" box at the pro shop.
- (b) Generally accepted rules of golf etiquette are expected to be followed at all times
- (c) Disc Golf teams should be limited to 6 or fewer players except during tournament play.
- (d) No more than two people are permitted to share or ride on golf carts.
- (e) Rental carts are to be used solely for the purpose of negotiating the golf course during a round of play. Using rental golf carts for personal transportation is strictly PROHIBITED.
- (f) Minors (any person under 18 years of age) are not permitted to drive golf carts.
- (g) Seasonal Golf Memberships are valid for the fiscal year from the date of issue. No refunds or discounts are allowed. Only those individuals on the list maintained by the Reef Office are deemed to have memberships.
- (h) The RAI Board-approved fee schedule is posted in the Pro Shop. No deviations are permissible.

***Appendix 2. Request for Reasonable Accommodation and Service and Emotional Support Animal Policy**

RAI has a limited “no pets” rule. That rule notwithstanding, The Reef’s current policy is to provide an exception to its rule applicable to all Reef residents who document a need for either a Service Animal (as defined by the Americans with Disabilities Act) or an Emotional Support Animal (as defined by the Fair Housing Act.) Residents include, without limitation, villa Owners, lessees, guests, and all others physically on the villa or common area premises.

It is the responsibility of residents to provide The Reef with a Request for Reasonable Accommodation if they have a disability, and with information with which it can evaluate whether the requested reasonable accommodation (an assistance animal) may be necessary because of a disability. Please note there are instances where a request for such accommodation may be legally denied.

Residents are required to complete this Request for Reasonable Accommodation with required documentation and secure approval before occupying the villa. NOTE: The arrival of any resident animal on Reef property prior to receiving approval will constitute an immediate violation and the villa Owner shall be liable for a fine as detailed in Section II.A.1.i.

Villa owners are responsible for the timely completion of the Request for Reasonable Accommodation when they rent their villas, whether through an agent or by themselves.

For all Requests for Reasonable Accommodation, please provide:

- A. A picture of the animal,
- B. A current health certificate for the animal,
- C. A copy of the applicant’s driver’s license or state-issued identity card,
- D. Proof of required liability insurance if an owner.

And provide answers to the following questions. If the application is for a Service Animal, please begin at Question 1. If the application is for an Emotional Support Animal, please start with Question 3.

1. Is the assistance animal a Service Animal, i.e. an assistance animal trained to do work or perform a specific task?

() Yes

() No

- a) If the answer to Question 1 is yes, please disclose what task the animal is trained to do and provide evidence of the training.
2. If the disability is not obvious or readily apparent, please provide documentation to verify that the resident meets the ADA's definition of disability and describes the needed accommodation and relationship between the resident's disability and the need for the assistance animal, along with evidence of the animal's training.
3. If the application is for an Emotional Support Animal, the following documentation must be submitted:
 - a. A current document (not more than one (1) year old, on letterhead from a mental health professional or medical doctor who is treating the resident's mental health-related disability, stating:
 - i. The resident has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders – Fourth or Fifth Edition (DSM-IV, -V) that substantially limits one or more major life activities.
 - ii. The resident needs the emotional support animal to alleviate the symptoms or effects of the disability.
 - iii. The individual providing the assessment is a licensed mental health professional or medical doctor and the resident is under his or her professional care.
 - iv. The date, type, and registration number of the mental health professional's or medical doctor's license and the state or jurisdiction in which it was issued.

I. Restrictions:

- A. Animals shall not be kept, bred, or used for any commercial purpose.
- B. Animals must be confined to the resident's villa and must not be tethered or allowed to roam free in common areas.
- C. Animals in transit are to be carried, restrained by a leash, or placed in an animal carrier
- D. Animals shall not be exercised in common areas in general and specifically the following areas:
 - (1) On the golf course,
 - (2) In the grassy areas facing the golf course and driving range fronting villas 127-150 and 434-451,
 - (3) In the pavilion and pool area or in the attached parking area,
 - (4) Alongside any steps or walkways leading from individual villas, or groups of villas, to parking or common areas,
 - (5) On the beach or near the office, tennis courts, restaurant, pro shop, or sandwich shop.
- E. Animals may be exercised in the following areas:
 - (1) Alongside any roadway, driveway and parking area except as noted in I.D. above,
 - (2) Alongside the roadway behind the gate opposite the pool entrance, leading to the water tank,
 - (3) Outside the fence along East End Rd. and Meggie Hill Rd.
 - (4) Alongside the west end of the beach/restaurant parking lot.
- F. Persons who walk animals are responsible for immediately cleaning up after their animals and discarding securely bagged droppings in their bagged trash.
- G. Animal owners are responsible for any damage caused by their animals.

H. No animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for this paragraph include, but are not limited to:

- (1) Animals whose unruly behavior causes personal injury or property damage,
- (2) Animals who make noise continuously or incessantly for a period of 10 minutes or intermittently for 2 hours or more to the disturbance of any person at any time of day or night,
- (3) Animals in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or a pet carrier,
- (4) Animals that relieve themselves on walls, plants, or floors of common areas,
- (5) Animals that exhibit aggressive or other dangerous or potentially dangerous behavior,
- (6) Animals that are conspicuously unclean or parasite infested.

I. Residents are responsible for the animals of guests who visit their villa; such animals are subject to the same restrictions as a resident animal. No animals of guests can visit in the villa for more than 24 hours at any one time or more than 2 consecutive days.

J. All Owners who permit their villas to be occupied by animals are required to have in force public liability insurance for claims which might arise from the conduct of said animals. The liability insurance shall not be for less than \$300,000 for each occurrence and shall include coverage for "animal liability."

K. Animal owners shall provide and keep current health certificates, from a licensed Veterinarian, for each animal resident at The Reef. Certificates must conform to standards published by the Virgin Islands Department of Agriculture governing the admission of animals into the USVI.

L. Villa owners are ultimately responsible for the animals of their lessees, renters, or guests.

II. Enforcement:

- A. The Board of Directors has the authority to assess and collect fines for violations of the community rules and restrictions about animals, to assess and collect amounts necessary to repair or replace damaged areas or objects, and for any legal fees The Reef incurs in collection and enforcement of these Regulations.
1. Authorized Fines:
- i. Arrival of animal without prior approval: \$50.00, billed to villa owner
 - ii. Keeping an unapproved animal or animal whose removal has been ordered per Section II.E: \$40.00 per day per animal, billed to villa owner
 - iii. Nuisance and other restriction violations: billed to villa owner:
 1. \$50.00 for the first violation occurrence,
 2. \$100.00 for each subsequent violation occurrence.
- B. Any resident or Reef employee observing an infraction of any of these rules shall discuss the offense in a neighborly fashion with the animal owner to secure voluntary compliance.
- C. If the complaint is not resolved, it must be put in writing, signed, and presented to the Office Manager or General Manager, who will notify the Board.
- D. If the Board agrees with the complaint, the animal owner will receive written notice of the violation. If upon the 2nd violation the problem is still unresolved, arrangements will be made for a meeting with the animal owner and the villa owner. (At the Board's discretion, immediate action may be taken if the nature of the complaint involves personal injury or the imminent threat thereof.) A repeat infraction will subject the villa owner to a fine as established by the Board and noted in Section II.A.1.iii.
- E. The Board of Directors may require the permanent removal of any animal if such animal is determined by the Board to be a nuisance or a

danger to the community and its residents or if the owner receives more than three (3) notices of violations of these policies within a six (6) month period. If so determined, the animal owner will have ten (10) days to remove the animal from the premises.

I have received a copy of these policies and agree to comply with them.

Signature of Villa Owner / Resident

Villa Number

Printed Name of Owner / Resident

Today's Date

Appendix 3 to Rules and Regulations.
REEF ASSOCIATES, INC.

Major Water Leaks

Owners at the Reef have had numerous occurrences of water leaks which have wasted tens of thousands of gallons of water and cost the affected Owner, and the community as whole, large sums of money. Most of these have happened when the Owner is not in residence but has granted permission to someone else to turn their water on in their absence, whether to water plants or to clean the unit.

We strongly recommend that no one but RAI employees be allowed to turn on and off an Owner's water in their absence. Most of these past events could have been avoided if everyone's water was turned off and remained off when the Owner or a tenant is not present. The risk of leaving it on is just not worth it. In the event of such a major water leak, the Owner will be billed the full water rate for the first 5000 gallons; all additional leaked gallons will be billed at 30% of the water rate then in effect.

****NOTE:** This reduced rate for an accidental leak ONLY applies if the leaked water does not enter the sewer plant, since part of the water rate is for the sewer plant operation. A running toilet, for example, would result in water going down the sewer pipe rather than into the ground.

Appendix 4 to Rules and Regulations
REEF ASSOCIATES, INC.
ARRIVAL AND OCCUPANCY NOTICE
(The electronic version of this form is available at www.reefcondosusvl.com)

Please be advised that my villa # _____ will be occupied
from _____ (arrival)
to _____ (departure).

The occupant will be _____
Address and phone is _____
Number in party _____

INITIAL ONE: _____ Owner – Spouse (OW)
_____ Owners Family (OF), specifically
_____ Relationship
_____ Owners Guest (OG) Circle one (ST) (LT) ...
_____ Agent Rental (AR) ... Circle one (ST) (LT)
_____ Owner Rental (OR) ... Circle one (ST) (LT)

I UNDERSTAND AND AGREE TO THE FOLLOWING:

1. The occupant is aware of the Reef Rules & Regulations, and agrees to abide by them. I ___ have ___ need a copy for the villa.
2. Owner's Family (OF) category consists of only owner's parents, brothers and sister, owner's children and grandchildren. No administrative fee will be affixed, regardless of the length of their stay.
3. When a Reef villa is occupied by other than Owner (OW) or Owners Family (OF) or Owner Guest (OG) an administrative fee of \$125.00 per occupancy will be assessed to the villa owner on the monthly statement.
4. Should the circumstances of occupancy change or prove to be other than I understand them to be and have stated here, I will expect the Reef Office to make the appropriate charge to my villa account automatically.

Date: _____ Owner: _____

NOTICE: Reef policy is to turn off water & electric to all unoccupied villas unless there is written notice from owner to do otherwise.

Appendix 5 to Rules and Regulations
REEF ASSOCIATES, INC.

Violation Fine Schedule

Rule Violation for non-compliance	Applicable Fee
Section 2.02a occupancy notification Lease notification	\$75.00
Section 2.04 – Garbage	\$75.00 +cost of labor
Section 2.05 – Construction debris	\$1,000.00 + cost of labor
Section 2.03 ----- villa key requirement	\$75.00 +cost of labor
Section 5.02 ----- auto key requirement	\$100.00 locksmith
Section 3.02 ----- name of broker/agent	\$75.00
Section 3.02 (C) A & O Notice	\$150.00
Section 3.04 liability Insurance	\$100.00
Section 10.05 Theft of Service	150% of value of the theft

APPENDIX 6 to Rules & Regulations
RAI Board Hearing Rules
Approved and adopted January 9, 2020

1. Purpose

- a. The purpose of this document is to summarize the steps through which the RAI Board conducts hearings that are fair and impartial.

2. Definitions

- a. Affected Owner: any Unit Owner who has received notice they have violated the Rules and Regulations of RAI.
- 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 Board's decision regarding any violation of RAI Rules and Regulations.
- d. Occupant: a resident who is either the legal Owner of the Unit or authorized by the Owner to occupy the Unit.

3. Procedure

a. Requesting a Hearing, Informal Process

- 1. The Affected Owner may request a Hearing by contacting either the RAI Office Manager or Board President in writing or via email. The Affected Owner must state the reason for the Hearing request. The 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.
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 other Occupants. 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 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. 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.