



## THE REEF CONDOMINIUMS

### RULES & REGULATION

**Codified April 30, 2026**

**Effective July 1, 2026**

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 The 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, By-Laws of Section I, Section IV and RAI, as each of them may be modified or amended and, in the Rules and Regulations, 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 Condominiums shall have the meanings set forth therein.

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

Section 1.03 Owner. The term "Owner" shall mean and refer to the Person(s), or entity who hold legal title to a Unit.

Section 1.04 Owner's Family. The immediate family, specifically, spouse or domestic partner, parent, children, sister, brother, and grandchildren of an Owner.

Section 1.05 Guest. Any person presents 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 pays 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 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 VII.



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

Section 1.12 Service or Emotional Support Animal. (Assistance Animal) A regulated animal under Federal nondiscrimination guidelines that has been approved through procedures established by the Reef Board of Directors.

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 online or in Appendix 4.

Section 2.02 (a) Each owner must notify the Reef office a week in advance of any planned occupancy by completing the Arrival and Occupancy notice. If, upon Owner's arrival, an RAI employee is requested to assist the Owner after working hours, **the Owner will incur a fine of \$200.00.**

Section 2.02 (b) Each owner must notify the Reef office a week in advance of any planned occupancy by anyone other than the Owner by completing the Arrival and Occupancy Notice providing names and contact information of all occupants. The Arrival and Occupancy Notice must be provided to the Reef Office prior to guest taking occupancy. **Violation for non-compliance will result in a fine to the Owner of \$75.00.**

Section 2.03 Each Owner must provide the Reef Office with a properly labelled 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. **Violation for non-compliance will result in a fine to the Owner of \$75 plus the cost of a locksmith.**

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. **Violation for non-compliance will result in a fine to the Owner of \$75 plus cost of labor.**

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. **Violation for non-compliance will result in a fine to the Owner of \$1,000 plus cost of labor.**



### 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 Declarations.

### Section 3.02 - Rental Procedure

- (a) Any Owner desiring to rent their Unit either on a short- or long-term basis shall first obtain a business license from the Department of Licensing and Consumer Affairs (DLCA). Said license shall be kept current, and a copy shall be provided to the Reef Office.
- (b) 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. Said broker or rental agency shall also have a DLCA license for rentals, and a copy shall be provided to the Reef Office. **A violation for non-compliance will result in a \$75 fine to the Owner and a prohibition on the broker or rental agency from accessing the Condominium Property.**
- (c) When a Unit is rented, the Owner or broker shall complete an Arrival and Occupancy Notice prior to the 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 electronic format on the REEF website ([www.reefcondosusvi.com](http://www.reefcondosusvi.com)). A copy of such completed Arrival and Occupancy Notice shall be filed with the Reef office. **Non-compliance will result in a \$150 fine to the Owner.**
- (d) Owners who rent, and their agents, must sign an Indemnity and Hold Harmless Agreement (Appendix 2b);
- (e) 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.
- (f) Neither the General 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.
- (g) 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 General Manager regarding the request.
- (h) Occupancy is limited to a maximum of four people in Section I and a maximum of six people in Section IV.

### 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, 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 case of a sale, the administrative charge of one percent (1%) of the sales price shall be charged to the buyer, due and payable to RAI at the closing of the sale, whether by deed or land installment contract. The seller is responsible for notifying the buyer and the broker of the administrative charge prior to the closing of the sale. The administrative charge shall be fixed from time to time by the Board of Directors.

#### **Section 3.04 Insurance:**

All Owners who permit their Units to be occupied by any Renters are required to maintain in force public liability insurance for liability claims arising 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 make the Reef Associates, Inc. an additional insured and include coverage for "rental to others." 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. **Violations for non-compliance will result in escalating fines to the Owner as detailed in Appendix 5, the Violation Fee Schedule.**

#### **Section 3.05 Owner Responsibilities:**

In addition to the above, it is understood that the Owner is responsible for ensuring their agents, renters, and guests comply with all the Rules and Regulations of the Condominium. Owners are responsible for any loss of or damage to the interior of the Unit, or for damage to the Common Elements caused by their renters or guests.



## ARTICLE IV

### PET POLICY AND REASONABLE ACCOMMODATION POLICY FOR ASSISTANCE ANIMALS

(TO REFLECT THE JANUARY 28, 2020 Notice: **FHEO-2020-01**, ISSUED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT)

#### A. ALLOWABLE PETS

To ensure the health, safety and enjoyment of its owners, residents, tenants and employees, The Reef Associates, Inc. (“RAI”) adopted and thereafter promulgated, The Reef Condominiums Rules & Regulations (“Rules & Regulations”), as amended on March 16, 2023, limiting its pet policy to no more than two indoor cats per unit. No other pets or animals are permitted in the unit or on other parts of The Reef property. In addition, Reef residents’ or owners’ fostering, watching, boarding, caretaking, or providing any temporary custodial care of dogs or other pets or animals not registered to residents of The Reef, are prohibited. Many owners, residents and tenants consciously made their decisions to purchase, rent, and live at The Reef specifically because of The Reef’s limited pet policy. However, RAI also has a policy and a legal obligation in its provision of housing to not discriminate against persons, including individuals with disabilities<sup>1</sup>.

#### B. REASONABLE ACCOMMODATION INTRODUCTION

The Federal Fair Housing Act (“Housing Laws”) requires housing owners and managers to provide reasonable accommodations for residents who have disabilities that require an Emotional Support or Service animal (collectively referred to herein as “Assistance Animal”). The Housing Laws define a person with a disability as “a person who has a physical or mental impairment that substantially limits one or more major life activity,<sup>2</sup> a person who is regarded as having such an impairment, or a person with a record of such an impairment.”

RAI is committed to ensuring that individuals with disabilities may keep such animals, granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy a dwelling at The Reef. RAI will promptly review and act on every application that has been submitted in accordance with the existing policy.

Reasonable accommodations may include waiving or varying the RAI’s Rules & Regulations to allow a resident with a disability to keep an Assistance Animal in that resident’s unit. An “Assistance Animal” may be a service animal or an emotional support animal. The Housing Laws do not allow RAI to regard Assistance Animals as pets under RAI’s presently existing limited no-pet policy.

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<sup>1</sup> “A disability is a physical or mental impairment that substantially limits one or more major life activities.” See 24 C.F.R. § 100.201 and January 28, 2020 HUD Notice: **FHEO-2020-1**, at page 3, footnote 7.

<sup>2</sup> Major life activities “are: seeing, hearing, walking, breathing, performing manual tasks, caring for one’s self, learning, speaking, and working.” See 24 C.F.R. §100.201(b) and January 28, 2020 HUD Notice **FHEO-2020-01**, at page 18.



If a resident with a disability requests a reasonable accommodation for an Assistance Animal, RAI may request information regarding both the disability and the disability-related need for the animal. See January 28, 2020, HUD Notice: **FHEO-2020-01**, at page 9. When an applicant requests a reasonable accommodation for an Assistance Animal, RAI may request reliable documentation from a treating medical doctor, health or social service professional<sup>3</sup> who has direct, personal and reliable knowledge demonstrating that (1) the resident has a disability, and (2) the animal would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability. See January 28, 2020, HUD Notice: **FHEO-2020-01**, on pages 11, 16, 17.

### C. REQUESTS FOR REASONABLE ACCOMMODATION FOR AN ASSISTANCE ANIMAL

A resident with a disability who wishes to seek a reasonable accommodation should (1) inform RAI's General Manager of the resident's need for an Assistance Animal, (2) request a reasonable accommodation, and (3) provide reliable documentation so RAI may consider the request. To that end, RAI has developed an "*Application For An Assistance Animal*" (See Appendix 2A) which a resident with a disability may use to make a reasonable accommodation request for an Assistance Animal. If you require assistance in completing the form, please contact Management at (340) 773-9200. RAI will keep a record of all requests. **Unit Owners are responsible for the completion of the Authorization Form when they rent (short term or long term) their unit, whether through an agent or by themselves.**

#### Service Animal

In the case of an applicant who requests a reasonable accommodation for an Assistance Animal that does work or performs tasks for the benefit of a person with a disability, the Association may require that the resident provide reliable documentation:

- i. from a health or social service professional indicating that the resident has a disability, and
- ii. that the animal has been individually trained to do work or perform tasks that would alleviate one or more symptoms or effects of the disability, or that the animal, despite lack of individual training, is able to do work or perform tasks that would alleviate one or more symptoms or effects of the disability.

#### Emotional Support Animal

In the case of an applicant who requests a reasonable accommodation for an Assistance Animal that provides emotional support or other assistance that alleviates one or more symptoms or effects of the resident's disability, RAI may require reliable documentation from a health professional demonstrating that:

- i. the health care professional has a professional relationship providing health care or disability-related services to resident who has a disability, and
- ii. the animal requested would provide emotional support or other assistance that would alleviate one or more symptoms or effects of the disability. January 28, 2020 HUD Notice: **FHEO-2020-1** at pages 16-17.

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<sup>3</sup> "Health or social service professional" means a person who provides medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers.



In the case of an Assistance Animal that both provides emotional support or other assistance that alleviates one or more symptoms or effects of a disability and does work or performs tasks for the benefit of a resident with a physical disability, RAI may require compliance with either of the two preceding paragraphs, but not both.

#### D. RAI'S PROCESSING AND CONSIDERING OF REQUESTS FOR REASONABLE ACCOMMODATIONS

In processing requests for Assistance Animals, RAI will take reasonable measures to protect the confidentiality of any information and documentation disclosed in the requests. Such measures may include limiting access to the requests and supporting information to persons that RAI specifically designates to deal with requests for reasonable accommodations. Those persons whom RAI so designates will disclose information only to the extent necessary to determine whether RAI should grant or deny the request and keep written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

Once RAI has received a request and the supporting documentation, RAI will make a reasonably prompt decision (normally within 10 days) on your request. If the request is time-sensitive, please let us know and we will endeavor to expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. Prior to denying a request, RAI will attempt to engage in an interactive process with the person making the request in which the parties discuss possible alternative accommodations that might effectively meet the resident's disability-related needs. RAI recognizes that a person with a disability is generally in the best position to know whether or not a particular accommodation will be effective in meeting his or her needs. If a request is denied, RAI will include an explanation for the denial in the written notification of denial. If a person with a disability believes that RAI has denied a request unlawfully or that RAI delayed its response unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
451 Seventh Street SW  
Washington, DC 20410  
(800) 669-9777  
<https://www5.hud.gov/Hud903/main/pagHUD903Form.isp>

When RAI grants a request for a reasonable accommodation for an Assistance Animal, then, as a condition to permitting the resident to bring the Assistance Animal onto The Reef property, RAI may require the resident to:

1. Confirm the identity of the Assistance Animal with RAI every twelve months;
2. Provide copies of rabies vaccinations every twelve months;
3. Agree to indemnify and hold harmless The Reef and RAI for damages or personal injury that the Assistance Animal causes (See Appendix 2A); and
4. Agree to pay all attorneys' fees and costs The Reef and/or RAI may incur in defending against allegations that the Assistance Animal caused damage or personal injury.



#### E. RESPONSIBILITIES OF RESIDENTS

RAI requires all owners and residents, including those with and without Assistance Animals or with pets, to conduct themselves in a civil and courteous manner at all times, as is reasonable among neighbors living in close proximity to one another. RAI requires all owners and residents to recognize and respect the legally protected rights of residents with Assistance Animals, and all residents with Assistance Animals to recognize and respect the rights of all other owners and residents as well as their expressed health and safety concerns regarding animals. RAI requires all owners and residents to cooperate with each other to resolve any issues that may arise regarding such rights.

Responsibilities of the Unit Owner, the Resident with, and the owner of, the Assistance Animal or pets include ensuring that:

1. The animal shall be controlled at all times and will not leave the animal unattended outside of the resident's dwelling unit on The Reef property;
2. The animal is kept under the direct control of the Unit Owner, resident with, or owner of, the animal at all times when outside the resident's dwelling unit;
3. All animals must be properly attended, leashed and/or harnessed while in the common areas of The Reef;
4. The Unit Owner, resident with, and owner of, the animal bear exclusive responsibility for cleaning up the animal's bodily wastes, and if they require assistance with cleanup of the waste, the Unit Owner, resident with, or owner of the animal will make the necessary arrangements at such Unit Owner's, resident's and/or owner's sole expense;
5. Animals shall not be kept, bred or used for any commercial purpose;
6. Animals shall not be exercised in common areas in general, and specifically the following areas:
  - a) On the golf course.
  - b) In the grassy areas facing the golf course and driving range fronting villas 127-150 and 434-451.
  - c) In the pavilion and pool area or in the attached parking area.
  - d) Alongside any steps or walkways leading from individual villas or groups of villas to parking or common areas.
  - e) Near the office, tennis courts, restaurant, pro shop or sandwich shop.
7. Animals may be exercised in the following areas:
  - a) Alongside any roadway, driveway and parking area except as noted in 6(d).
  - b) Alongside the roadway behind the gate opposite the pool entrance, leading to the water tank.
  - c) Outside the fence along East End Rd., and Meggie Hill Rd.
  - d) Alongside the west end of the beach/restaurant parking lot.
8. No Animal shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph include, but are not limited to, the following:
  - a) Animals whose unruly behavior causes personal injury or property damage;



- b) Animals who make noise continuously or incessantly for a period of ten (10) minutes or intermittently for a period of two (2) hours or more, to the disturbance of any owner, resident, tenant or guest at any time of day or night;
- c) Animals in common areas that are not under the complete physical control of a responsible human companion and either: (1) on a hand-held leash or harness of no more than six (6) feet in length or (2) in an appropriate carrier;
- d) Animals that relieve themselves on walls or floors of common areas;
- e) Animals that exhibit aggressive or other dangerous behavior; or
- f) Animals that are conspicuously unclean, pest-infested, malnourished or abused.

Any damage caused by an Assistance Animal or pet to another owner, resident or tenant's person or property, or to the common areas of The Reef, shall be the sole responsibility of the owner or custodian of the Assistance Animal or pet.

#### F. ENFORCEMENT OF POLICY REGARDING PETS AND ASSISTANCE ANIMALS

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 RAI incurs in collection and enforcement of these regulations.

The General Manager is empowered to enforce all rules and regulations. Any infraction must be put in writing, dated, signed with identifying Owner information, and presented to the General Manager who will notify that Board.

##### 1. Authorized Fines:

- a) Bringing an animal on Reef property without prior approval \$500.00 per animal billed to Owner, and a fine of \$100.00 per animal for each day the animal remains on the Reef property.
2. *First Violation* of this Policy - The Animal's Owner (and Unit Owner if applicable) will receive written notice of the violation along with the requirement that the violation be cured immediately and shall be advised that further violations may result in revocation of permission.
  3. *Second Violation* of this Policy – The Animal's Owner (and Unit Owner if applicable) shall be sent a second notice of violation via certified mail advising them that any further violations of this Policy may be subject to revocation of permission.
  4. *Third Violation* of this Policy – The Animal's Owner (and Unit Owner if applicable) shall be sent a third notice of violation via certified mail advising the Animal's Owner and Unit Owner that permission to bring the animal to The Reef has been revoked. The Owner shall have the right to request a meeting with the Board within thirty (30) days of receipt of third notice to discuss the violation.



5. 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 three (3) or more notices of violations of these policies within a six (6) month period. If so determined, the Animal's Owner will have ten (10) days to remove the animal from the premises. The Unit Owner will be assessed a fine of \$100.00 per day for each day the animal remains on the premises after permission has been revoked, but not to exceed a cap of \$3,000.00.
6. Owners who fail to cure the violation may be subject to legal action and will be responsible for reimbursing RAI for all legal fees and costs associated with such enforcement.

#### G. SEVERABILITY

Invalidation of any term or provision of this Policy by judgment or otherwise shall not affect any other term or provision of this Policy, and this Policy shall remain in full force and effect except as to any terms and provisions which are invalidated.

### ■ Article V.

#### ■ OWNER OBLIGATIONS AND RESPONSIBILITIES TO THE COMMUNITY

- Section 5.01 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 5.02 Each Owner or renter is allowed one parking spot. All vehicles must be registered in the RAI office.

Section 5.03 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 5.04 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. **Violation for non-compliance will result in a fine to the Owner of \$100 plus cost of locksmith.**

Section 5.05 When a neglected vehicle detracts from community property, the General 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 5.06 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 wall, 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 5.07 Any vehicle parked in a designated handicapped parking spot must display a government-approved handicapped sticker clearly visible from outside the vehicle.

#### **Article VI.**

### **CONTROL OF RAI EMPLOYEES OR CONTRACTORS**

Section 6.01 All work assignments to and complaints about employees of RAI or contractors hired by the General Manager will be handled by the General Manager. Owners, other Residents or Guests have no administrative authority over these personnel.

#### **Article VII.**

### **QUIET HOURS FOR CONSTRUCTION ACTIVITIES**

Section 7.01 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 7.02 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 VIII.**

### **VANDALISM**

Section 8.01 Owners are responsible to the Association/RAI for damage resulting from acts of vandalism committed by Owners, Owner's Family, Guests, Authorized Renters or Resident Guests.

#### **Article IX.**

### **UTILITIES**

Section 9.01 Utilities: Water, sewerage and electricity are billed monthly and included as separate line items on the statement issued monthly by the General Manager. Payment is due by the 20th of the month. If necessary, the General Manager may use all methods authorized in the Amended and Restated Declarations of the Reef Condominiums By-Laws or its Rules to collect payment for utility services used within an Owner's Unit.

Section 9.02 Rates. The rates charged for water, sewerage and electricity are approved by the Board of Directors.



Section 9.03 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 General 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 9.04 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 General Manager. Service will only be restored during normal business hours M-F.

Section 9.05 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. **Violation for non-compliance will result in a fine to the Owner of 150% of value of the theft.**

Section 9.06 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 3 in reference to the applied charges to Owner for major leaks.

## Article X.

### SECURITY

Section 10.01 All Owners are required to have and use an identified gate key fob for entry onto The Reef Property. The fob, care, and control are 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 the 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 10.02 Renters must obtain the Unit fob from the Owner or Owner's designee.

Section 10.03 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 XI.

### CODE OF CONDUCT

1. **Purpose, Scope.** This Code of Conduct (this "Code") is adopted to preserve The Reef Condominiums as a community grounded in mutual respect among neighbors and to ensure a safe, welcoming, and non-discriminatory housing environment for all persons. This Code applies to every Owner, Resident, Authorized Renter, Resident Guest, Guest, invitee, and any other occupant or person present on Reef Associates, Inc. ("RAI") property or within the condominium community ("Members"). This Code is intended to be applied consistently and fairly, and to supplement (not replace) the condominium's governing documents and applicable law. Members must comply with this Code at all times while on the property and during any Association meeting, election, hearing, committee meeting, or other Association-related activity, whether in person or via electronic means. This Code shall be interpreted and enforced consistent with applicable law, including the federal Fair Housing Act and the laws of the U.S. Virgin Islands, and in the event of conflict, applicable law controls. This Code supplements, and does not limit, other Rules and Regulations.

2. **Definitions.**

- a. *"Harassment"* means unwelcome conduct directed at a person that a reasonable person would consider intimidating, hostile, abusive, or disruptive to the person's housing rights or peaceful enjoyment, including repeated unwanted contact, threats, stalking, following, or targeted surveillance, or the use of slurs or epithets.
- b. *"Discrimination"* means disparate treatment, interference with housing rights or quiet enjoyment, or creation of a hostile housing environment based on a protected characteristic under applicable law, including race, color, religion, sex, disability, familial status, national origin, age, sexual orientation, gender identity, source of income, or any other characteristic protected by federal, territorial, or local law.
- c. *"Racial Profiling" or "Profiling"* means targeted monitoring, questioning, reporting, or enforcement activity directed at a person in whole or in substantial part because of a protected characteristic rather than objective, documented conduct that would constitute a violation of the Rules and Regulations.
- d. *"Retaliation"* means any adverse action, threat, intimidation, or interference against a person because the person (i) made a complaint, (ii) provided information, (iii) participated in an investigation or hearing, or (iv) exercised rights under the Rules and Regulations or applicable law.

3. **Standards of Conduct.** Members shall conduct themselves in a civil and courteous manner at all times as is reasonable among neighbors living in close proximity and shall refrain from conduct that undermines a respectful community. Members shall treat all persons, including neighbors, guests, Association management, staff, and vendors with dignity and respect and shall foster a community free from unlawful discrimination and harassment. Without limiting the foregoing, Members shall not engage in conduct that is unlawful, threatening, intimidating, abusive, or disruptive, including conduct that constitutes unlawful discrimination or harassment based on race, color, national origin, religion, sex, disability, familial status, or any other characteristic protected by applicable federal, territorial, or local law. Members shall avoid conduct that reasonably undermines community safety and cohesion, shall comply with the Rules and Regulations, and shall cooperate in good faith with reasonable requests by the General Manager in connection with community operations and enforcement.

4. **Prohibited Conduct (non-exhaustive).** The following are examples of conduct that violates this Code when directed at, about, or in the presence of another person, or when occurring in common areas, at Association meetings, or through communications related to the community (including written, electronic, or posted communications):

- a. *Harassment, discrimination, and profiling.* Racial slurs; epithets; stereotyping; ridicule; derogatory comments; Racial Profiling as defined herein; or other conduct that constitutes unlawful discrimination or harassment.



b. *Threats and intimidation.* Threats of violence; intimidation; coercion; stalking; or conduct reasonably perceived as threatening.

c. *Abusive or degrading behavior.* Insults; profanity directed at a person; vulgarity; humiliation; or persistent unwanted conduct that interferes with another's quiet enjoyment or participation in Association affairs.

d. *Physical misconduct.* Physical aggression; unwanted touching; invasion of personal space; or any physical interference with another person's lawful use of the property.

e. *Disruptive meeting conduct.* Conduct that prevents the orderly and constructive conduct of Association meetings, including shouting over others, refusing to follow meeting procedures, or repeated interruptions after being directed to stop.

f. *Retaliation.* Retaliation against any person for making a good-faith report or participating in an investigation under this Code.

#### 5. **Investigation, Due Process, and Enforcement.**

a. The Board or the General Manager may investigate alleged violations, request written statements, and review evidence.

b. If the Board determines that enforcement action may be warranted against an Owner or other Member (an "Affected Owner" or "Affected Member," as applicable), the Board shall provide written notice of the alleged violation and the proposed sanction(s) at least fourteen (14) days prior to any proposed hearing date, and the Affected Owner or Affected Member may request a hearing under the RAI Board Hearing Rules. Hearings shall be informal but fair and impartial; Board members who are a party to or have a material conflict of interest with respect to the subject matter shall recuse themselves and not participate; evidence must be attributable and exchanged no later than five (5) days before the hearing; and the Board shall issue a written decision with its reasoning.

c. If the Board determines, after providing notice and a reasonable opportunity to be heard, that a violation of this Code occurred, the Board may impose proportionate corrective action designed to stop the misconduct, prevent recurrence, and protect the community. Corrective action may include one or more of the following:

- written warning and directive to cease and desist specified conduct;
- monetary fines as authorized by the Rules and Regulations and the Fine/Fee Schedule, as applicable, or as otherwise duly adopted by the Board for Code violations;
- reimbursement of costs incurred by RAI to investigate, address, repair, or remediate impacts of the violation, where permitted by the governing documents and applicable law;
- for tenants, Authorized Renters, Resident Guests, and Guests: notice to the Unit Owner and demand that the Unit Owner cause compliance; repeated or severe violations may be treated as a violation by the Unit Owner for enforcement purposes, consistent with the Rules and Regulations' allocation of responsibility for occupants and guests;
- suspension or limitation of privileges to use recreational facilities or other community amenities;
- removal from or limitation on participation in Association meetings for disruptive conduct (subject to lawful meeting rights); and/or
- reporting to appropriate authorities where warranted.

d. The Board shall apply enforcement consistently, without discrimination, and based on documented facts.

#### 6. **General Provisions.**

a. Failure to enforce any provision of this Code in any instance shall not constitute a waiver of the right to enforce the same or any other provision in any other instance.

b. This Code does not limit any person's rights or remedies under applicable law, nor does it obligate the Association to take action beyond its authority under the governing documents and applicable law.



c. If any provision of this Code is held invalid or unenforceable, the remaining provisions shall remain in full force to the maximum extent permitted by law.

d. Members are deemed to have notice of and to be bound by this Code upon adoption and distribution or posting by the Association in a manner reasonably calculated to provide notice.

e. This Code shall become effective on the date stated in the Board's adopting resolution and shall be administered and enforced under the Rules and Regulations' enforcement framework.

f. The Board may amend this Code from time to time, subject to notice to Members in the manner required by the Bylaws and applicable law, and shall review it periodically and recommend updates as appropriate.

g. This Code and any dispute arising from its adoption or enforcement shall be governed by the laws of the U.S. Virgin Islands, together with applicable federal law.

## **Article XII.**

### **ENFORCEMENT**

Section 11.01 The General Manager is empowered to enforce these rules and regulations.

Section 11.02 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 General Manager, who will log the time and nature of the complaint. The General 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 11.03 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 XIII.**

### **EFFECTIVE DATE AND SUPERSESSION**

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



## **ATTACHED APPENDICES**

Appendix 1 Recreational Facilities

Appendix 2A Application for Assistance Animal

Appendix 2B Waiver of Liability and Hold Harmless Agreement

Appendix 3 Major Water Leaks

Appendix 4 Arrival and Occupancy

Appendix 5 Violation of Fine Schedule

Appendix 6 Hearing Rules



## **Appendix 1**

### **Recreational Facilities**

#### Section 1.01 General.

- (a) The General 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 in-house 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 areas are NO SMOKING/VAPING areas.
- (e) Only plastic containers are permitted at the pool and no food is to be serve in the pool area.
- (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 by Villa Owners hosting parties, provided that all small parties (up to 25 attendees) are approved in writing by the General Manager at least 48 hours in advance. Large parties (over 25 attendees) must be approved by the General Manager in writing at least one week in advance. Any set up for the party would be 15 minutes prior to scheduled starting time. Reserved Pavilion hours are from 4 P.M. to 10 P.M. only, with a maximum time of 4 hours. Music/band may not play after 9 PM. Event must close immediately when reserved time is over. **THE POOL CANNOT BE RESERVED.**
- (i) Parties must terminate by 10PM.
- (j) The Pavilion must be cleaned by NOON of the following day by the host. If this is not done, the security deposit will not be refunded.



(k) A non-refundable usage fee of \$100.00 shall be paid to RAI upon booking the event. A refundable security deposit fee of \$300.00 shall be paid to RAI which will be refunded providing proper cleaning has been satisfactorily completed and there were no infractions of the Rules and Regulations. It is the responsibility of the host to ensure their Guests are aware of these Rules. If security is necessary, costs will be borne by the host.

#### Section 1.03 Tennis/Pickleball Courts and Fitness Center

- (a) Use of the Fitness Center is limited to Residents and their 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.
- (e) Players must register at the Golf Shop before commencing play.
- (f) Memberships are available in the Golf Shop. No refunds or discounts are allowed. Only those individuals on the list maintained by the Reef Office are deemed to have memberships.
- (g) The RAI Board-approved fee schedule is posted in the Golf Shop. NO deviations are permissible.

#### Section 1.04 Golf

- (a) Conventional golf shoes or sneakers must be worn on the course.
- (b) Players must register at the Golf 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 Shop employee.
- (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) Memberships are available in the Golf Shop. 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 Golf Shop. NO deviations are permissible.

#### Section 1.05. Disc Golf.

- (a) Players must register at the Golf Shop before commencing play.
- (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.
  - (f) 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) Memberships are available at the golf shop. 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 Golf Shop. No deviations are permissible.
-



## APPENDIX 2A

### APPLICATION FOR ASSISTANCE ANIMAL

1. Do you require assistance filling out this form?  Yes  No.

If your answer is "Yes," and you do not have someone who can assist you, please ask management to assist you in filling out this form. If your answer is "No," continue on to Question No. 2.

2. Date: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Cell number: \_\_\_\_\_

3. The Resident who has a disability requiring a reasonable accommodation is (please check one):

\_\_\_\_\_ **Me.** If you answer "Me," continue to Question 5.

\_\_\_\_\_ **Another person, identified below.** Continue to Question 4 and provide the resident's information.

4. Name of resident with a disability: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Your relationship to Resident requesting the accommodation: \_\_\_\_\_



5. Animal's Name : \_\_\_\_\_ Species (dog, cats, etc.) \_\_\_\_\_  
Breed: \_\_\_\_\_ Weight: \_\_\_\_\_ Age: \_\_\_\_\_  
Color: \_\_\_\_\_  
Identifying Marks: \_\_\_\_\_  
Assistance Animal's Emergency Caretaker (name and phone): \_\_\_\_\_  
\_\_\_\_\_

**\*\*PLEASE ATTACH CURRENT PHOTO AND VACCINATION RECORD (S) OF ANIMAL \*\***



**APPLICATION FOR SERVICE OR EMOTIONAL SUPPORT ANIMAL**

**PAGE 2**

6. If disability is not readily apparent, which of the following will you provide as proof of disability?

- \_\_\_\_\_ Social Security Disability Income
- \_\_\_\_\_ Medicare or Supplemental Security Income for a person under 65 years of age
- \_\_\_\_\_ Veterans' Disability Benefits
- \_\_\_\_\_ Services from a Vocational Rehabilitation Center
- \_\_\_\_\_ Disability benefits or services from another Federal, State or Local agency
- \_\_\_\_\_ Housing Assistance or Voucher due to disability
- \_\_\_\_\_ Information confirming the disability **from a Healthcare Professional with personal knowledge of your disability**, e.g., Physician, Psychiatrist, Psychologist, Clinical Social Worker, Neurologist, Licensed Therapist, Mental Health Counselor, Nurse Psychotherapist, Psychiatric Mental Health Registered Nurse, other professionals with training and expertise in diagnosis.

7. Will the Assistance Animal for whom the resident requests a reasonable accommodation provide needed and necessary support for the resident because of the resident's disability?

- Yes  No (If "No," continue to Question 8)

If the answer is yes, please attach the following to this completed request:

- a. a statement that provides the material information from a treating medical doctor, health or social service professional with direct, personal and reliable knowledge that the resident has a disability or impairment that substantially limits one or more major life activity, and that the person needs the Assistance Animal to accommodate such disability, and stating the connection between the disability and the Assistance Animal; and
  - b. in the case of a service animal, a statement that the animal has been individually trained to perform the work or tasks that you need, or that the animal, despite the lack of individual training, can perform the work or tasks that you need, to alleviate one or more symptoms or effects of your disability; and
  - c. a statement from a licensed veterinarian that the Assistance Animal has received all necessary vaccinations.
8. You, or the resident requesting a reasonable accommodation, may provide any additional information or documentation and attach it to this application.

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**APPLICATION FOR SERVICE OR EMOTIONAL SUPPORT ANIMAL**

**PAGE 3**

If your request for reasonable accommodation is granted, RAI reserves the right to withdraw approval at any time should the Assistance Animal become a nuisance to others, which includes, but is not limited to: barking, biting, aggressive behavior, attacking, owner's failure to properly dispose of excrement/waste, and not maintaining/controlling animal on a leash at all times when outside of Courtyard/unit. In addition, approval of assistance animal may be withdrawn if requesting party is no longer disabled. Further, applicant/owner is required to provide updated medical information concerning his/her disability (if such disability is not permanent). Failure to comply with any of these requirements shall be grounds to withdraw approval of assistance animal.

All information received by RAI in conjunction with reasonable accommodations will be kept confidential.

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I have read and fully understand Reef Associates, Inc.'s Reasonable Accommodation Policy for an Emotional Support or Service Animal and I, and the members of my household and the Assistance Animal's owner agree to comply with that Policy.

In the event that RAI grants my request for a reasonable accommodation for an Assistance Animal, I will

- a. Follow all of RAI's rules and responsibilities, as outlined in Section E of RAI's Reasonable Accommodations Policy;
- b. Register the Assistance Animal with RAI every twelve months and provide a current photograph of the resident, the unit owner and the Assistance Animal;
- c. Indemnify and hold harmless RAI for damages or personal injury that the Assistance Animal causes,
- d. Pay all attorneys' fees and costs The Reef and/or RAI may incur in defending against allegations that the Assistance Animal caused damage or personal injury; and
- e. Provide an annual statement from a licensed veterinarian that the Assistance Animal has received all necessary vaccinations.

Applicant Signature : \_\_\_\_\_

Applicant Name (Print) : \_\_\_\_\_

Unit Owner Signature : \_\_\_\_\_

**(Signature is required for tenant or guest of tenant seeking approval)**

Unit Owner (Please Print) : \_\_\_\_\_

Date: : \_\_\_\_\_

**STATEMENT FROM HEALTHCARE PROVIDER**  
**FOR EMOTIONAL SUPPORT ANIMAL**

Date : \_\_\_\_\_

Healthcare Provider's Name : \_\_\_\_\_  
(Please Print Name)

Office Address : \_\_\_\_\_  
\_\_\_\_\_

Telephone Number : \_\_\_\_\_

Licensed by the State of : \_\_\_\_\_

My Practice Specialty Is : \_\_\_\_\_

I am the Healthcare Provider treating \_\_\_\_\_, hereinafter Patient. I began treating Patient on \_\_\_\_\_. On or about \_\_\_\_\_, I diagnosed Patient within a reasonable degree of medical certainty as suffering from a physical and/or mental disability/handicap (circle all that apply). Within a reasonable degree of medical certainty, I have concluded that Patient's medical/mental condition substantially limits Patient's major life activities as follows (list major life activities affected by disability): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I prescribe a Service Animal or Emotional Support Animal (circle one) as part of Patient's medical treatment. The (Service Animal/Emotional Support Animal) is medically necessary and will assist Patient and will ameliorate symptoms of one or more major life activities in the following ways (please state specifics): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Alternative Remedy Will Not Work? \_\_\_\_\_ Yes \_\_\_\_\_ No

It is my medical opinion that Patient is handicapped as that term is defined under the Fair Housing Act and animal is medically necessary to afford Patient an equal opportunity to use and enjoy unit/home.

This statement is made to induce Reef Association, Inc. to make alterations to RAI's "no pet" restrictions based upon medical, mental, and/or physiological disability/handicap substantially limiting one or more of Patient's major life activities which does not include current, illegal use or addiction to a narcotic.

Healthcare Provider's Signature: \_\_\_\_\_

**THE REEF ASSOCIATES, INC.**  
**INDEMNITY AND HOLD HARMLESS AGREEMENT**  
**FOR PETS OR ASSISTANCE ANIMALS**

THIS INDEMNITY AND HOLD HARMLESS AGREEMENT (the "Agreement") is made by and between The Reef Associates, Inc. (hereinafter "Indemnitee") and \_\_\_\_\_ [insert Owner name only] \_\_\_\_\_ Owner, including any Tenant or Renter of Unit \_\_\_\_\_ (hereinafter collectively "Indemnitor").

OWNER IS REQUIRED TO HAVE ANY TENANT OR RENTER SIGN THIS AGREEMENT  
IF THEY HAVE A PET OR ASSISTANCE ANIMAL

WHEREAS the Indemnitor agrees to hold harmless and indemnify the Indemnitee harmless from any and all liabilities and losses, claims, judgments, suits, fines, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof claimed by anyone by reason of injury or damage to person or property arising out of any incident involving the Indemnitor's pet or Assistance Animal<sup>4</sup>, and harmless from any incident harming the pet or Assistance Animal, except when such liability may result from the sole negligence of the Indemnitee, its officer, directors, agents, servants and/or employees.

**Authority of Parties/Signatories:** Each party signing the Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Modification of Agreement:** This Agreement may not be supplemented, amended and/or modified except by and through the mutual agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

**General Waiver:** The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

**Enforceability, Severability and/or Reformation:** If a court of competent jurisdiction determines that any of the covenants, provisions or restrictions to be unenforceable, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of the territory.

**Governing Law:** The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the U.S. Virgin Islands applicable to contracts, without giving effect to any form of conflict of law provisions thereof. The Federal and local courts located in the U.S. Virgin Islands shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

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<sup>4</sup> A Service Animal and Emotional Support Animal are Assistant Animals and are not a "pet".

**Entire Agreement:** This is the entire agreement between the Parties. It replaces and supersedes any and all oral agreements between the parties as well as any prior writings.

THE UNDERSIGNED HAS READ, UNDERSTAND AND ACCEPT THIS AGREEMENT.

**The Reef Associates, Inc. (“Indemnitee”)**

\_\_\_\_\_  
Print Name:  
Its:

Date: \_\_\_\_\_

**Owner (“Indemnitor”)**

\_\_\_\_\_  
Print Name:  
Unit Number:

Date: \_\_\_\_\_

**Tenant(s) (also “Indemnitor”)**

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

**Short-term Renter(s): (also “Indemnitor”)**

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Date: \_\_\_\_\_

## Appendix 2B

### **WAIVER OF LIABILITY**

**The Reef Associates, Inc.**

### **WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO Sue The Reef Associates, Inc, its officers, agents, or employees (hereinafter referred to as RELEASEE) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my employees or agents, or to any property of equipment belonging to me, or my employees or agents, while conducting services or activities on the premises, or while in, on or upon the premises where the services or activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEE, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I recognize and understand that conducting such services or activities on the premises owned by The Reef Associates, Inc, may involve certain risks. Those risks include, but are not limited to, the risk of injury resulting from construction, or general repairs of the premises, its facilities and equipment. I am aware that such services or activities include the risk of injury and even death, and thereby elect to voluntarily conduct such services or activities, knowing that the services or activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of conducting such services or activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEE or otherwise, to the fullest extent allowed by law.

4. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEE from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releasee may incur as a result of the services or activities conducted by me on behalf of The Reef Associates, Inc, WHETHER CAUSED BY NEGLIGENCE OF RELEASEE or otherwise, to the fullest extent allowed by law.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEE. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the U. S. Virgin Islands, and that any mediation, suit, or other proceeding must be filed or entered into only in the U. S. Virgin Islands. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions,

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this agreement for full, adequate and complete consideration fully intending to be bound by same.

PRINT NAME:

---

SIGNATURE:

---

Indemnitor

DATE:

---

SIGNATURE:

---

The Reef Associates, Inc. Representative

DATE:

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## Appendix 3

### 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

Reef Associates, Inc.

### ARRIVAL AND OCCUPANCY NOTICE

(The electronic version of this form is available at [www.reefcondosusvi.com](http://www.reefcondosusvi.com))

Please be advised that my villa # \_\_\_\_\_ will be occupied  
from \_\_\_\_\_ (arrival)  
to \_\_\_\_\_ (departure)

**Please turn on Water & Power:** \_\_\_\_\_ (Date)

**Please turn off water & Power:** \_\_\_\_\_ (Date)

The occupant will be \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_ Phone Number \_\_\_\_\_

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 annual administrative fee of \$300.00 will be assessed to the villa owner. The fee is renewable at the beginning of each calendar year.
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: \_\_\_\_\_

Appendix 5  
Violation of Fine Schedule

Non-compliance	Applicable fee
Section 2.02 (a) - After Hour Assistance Requested By Owner	\$200.00
Section 2.02 (b) – A & O Notification	\$75.00
Section 2.03 – Villa Key Requirement	\$75.00 + cost of locksmith
Sections 2.04 – Garbage	\$75.00 + cost of labor
Sections 2.05 – Construction debris	\$1,000.00 + cost of labor
Section 3.02 (b) – Broker, Rental Agency Or Owner – Broker Notification	\$75.00
Section 3.02 (c) – A & O Notice	\$150.00
Section 3.04 – Liability Insurance	\$100.00 - first month \$250.00 – second month \$1,000.00 – third and successive months, capped at \$3,350.00 per year
Section 5.04 – Auto Key Requirement	\$100.00 + cost of locksmith
Section 9.05 – Theft of Service	150% of value of the theft

Appendix 6  
**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.