

Appendix E
MILL HARBOUR CONDOMINIUM

RULES AND REGULATIONS
Amended July 10, 2016

1. The walkways, passages, stairways and entry bridges of the buildings shall not be obstructed or used for any other purpose than ingress to and egress from the units.
2. No article shall be placed on any of the walkways, passages, stairways, entry bridges or roofs, nor shall the same be obstructed in any manner.
3. No walkways, passages, stairways or entry bridges of the buildings shall be decorated or furnished by any unit owner in any manner.
4. Each unit owner shall keep his unit and galleries, to which he has sole access, in good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, dirt or other substance.
5. No laundry, laundry lines, or other unsightly articles shall be placed visibly on the galleries, or common areas and facilities. \$50.00 fine will be assessed for each infraction.
6. No radio, television aerial shall be attached to or hung from the exterior of the buildings or galleries, and no signs, notices, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
7. All radio, television or other electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules and regulations, and requirements of the public authorities having jurisdiction and the unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such owner's unit.
8. Unit owners, tenants, lessees, and invitees will be expected to reduce noise levels after 10:00 PM and before 6:00 AM so that neighbors are not disturbed. At no times are musical instruments, radios, stereos, or TV to be so loud as to interfere with the rights and enjoyment of other occupants. A violation of this rule will result in a written warning to the unit owner and/or the offender. Each subsequent violation will result in a \$150 fine to the owner. If three or more such violations occur within a 12 month period, the Board of Directors may, in its discretion, commence eviction proceedings against any tenant, lease, or invitee in violation. The fines assessed for any violation will appear on the owner's monthly condo invoice following each violation.
9. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other articles be thrown into same. Any damage resulting from misuse of any water closets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.

10. No unit owner or any of his agents, servants, employees, lessees or visitors shall at any time bring into or keep in his unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use. This applies directly to the use of any open flame barbecue grill in the unit or unit gallery. A violation of this rule will result in an immediate fine of \$200 to the unit owner and immediate removal of the item(s) by the staff or security and will cause a mandatory report to the Fire Department. The fines accessed for any violation will appear on the owner's monthly condo invoice following each violation.
11. No garbage or household bags of trash shall be placed, left or disposed of in any location other than the dumpster located adjacent to the entrance gate. The distributed trash receptacles are NOT for household trash! Any unit owner, tenant, lessee, or invitee of a unit owner violating this rule shall result in an immediate fine of \$100 to the unit owner and a similar fine for each subsequent violation. The fines accessed for any violation will appear on the owner's monthly condo invoice following each violation.
12. No occupant of the building shall utilize any employee of the condominium for any private business during normal business hours.
13. Unit owners, or tenants, lessees, or invitees of unit owners shall park only perpendicular to the curbing in the parking area and only in those areas which are designated for parking. If a vehicle is found parked in an area which is posted NO PARKING, the management will give one written warning, then, have the right to have it towed at the owner's expense.
14. The Board of Directors or the Managing Agent or the Manager may from time to time curtail or relocate any space devoted to storage or services purposes in the buildings.
15. Any owner, member of his family, tenant, or guest using any of the common areas and facilities, including the beach and the pool shall clean up such common areas upon his departure and remove the trash or other articles for which he is responsible.
16. If any key or keys are entrusted by a unit owner or by any member of his family, or by an agent, servant, employee, lessee, or visitor, to an employee of the Board of Directors or of the Managing Agent, whether for such owner's unit or an automobile, truck or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner, and neither the Board of Directors nor the Managing Agent nor the Manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
17. Complaints regarding the operation of the Condominium or service to the buildings, grounds, etc. shall be made in writing to the Board of Directors or to the Managing Agent or to the Manager.
18. As a convenience to owners and their tenants, lessees, and invitees, written requests for minor repairs (defined as repairs costing less than \$200.00 per item) may be made to the Manager or Managing Agent. If such a repair request is made and a work order completion slip is submitted to the unit owner, then the unit owner shall reimburse Mill Harbour Condominium in the amount charged within 30 days of the mailing to him of a bill therefor.
19. All unit owners who lease their units to others or who permit others to use their units at any time shall have posted within the unit at all times, in a conspicuous place, an updated copy of these Rules and Regulations.
20. The use of skateboards, scooter boards, or similar devices is prohibited on all Mill Harbour

property. Any unit owner and any tenant, lessee, or invitee of a unit owner violating this rule shall be notified in writing of such violation. If a second or subsequent violation occurs within a 12 month period the unit owner shall be fined \$25.00 for each violation after the first.

21. Repairs to motor vehicles, or oil or other fluid exchanges to motor vehicles are prohibited on all Mill Harbour Property. Any unit owner and any tenant, lessee, or invitee of a unit owner violating this rule shall be notified in writing of such violation. If a second or subsequent violation occurs within a 12 month period the unit owner shall be fined \$25.00 for each violation after the first.
22. If a unit is rented or leased, the owner must inform the owner's agent that all tenants must complete the registration application and bring it to the office in order to get keys and gate passes. Also, anyone arriving after 5:00 pm must make arrangements in advance by calling the Managing Agent or the Manager at the office. Security can distribute key and drop registration in mail slot. Owners not complying with this will be fined \$50.00.
23. Tenants locking themselves out after office hours will be charged \$25.00 service fee for the first incident and then \$50.00 for each subsequent incident.
24. IN CASE OF EMERGENCY, Please contact security at: 340-227-5516 or, if not available, call 911
25. **NO PETS ALLOWED.** No animals of any kind whatsoever may be kept, housed, harbored, sheltered, fed or otherwise cared for in or about any of the units or otherwise on the Condominium grounds.. The foregoing prohibition on animals includes, but is not limited to, dogs, cats, birds, hamsters, gerbils, ferrets, reptiles or any other animal. A violation of this Rule will result in an immediate fine of \$500 to the owner violating this Rule, which fine may continue to be assessed monthly for so long as such owner remains in violation of this Rule. Fines assessed under this Rule, as with all fines and assessments, constitute a lien on the relevant Unit. The operator of the restaurant shall be responsible for enforcing this Rule in and about the restaurant. As with all other aspects of the Declaration, By-laws and these Rules, the Board of Directors may take whatever steps it determines to be necessary and appropriate, including legal action, to enforce this Rule.

25.1. POLICY CONCERNING THE PROVISION OF REASONABLE ACCOMMODATIONS CONCERNING ASSISTANCE ANIMALS.

The Association takes very seriously its obligation under relevant applicable law to provide reasonable accommodations to persons with disabilities with need for assistance animals. Where required by law, the Association deviates from its "no pets allowed" rule to provide reasonable accommodations under relevant applicable law.

The Association evaluates each request for a reasonable accommodation to possess an assistance animal on a case-by-case basis, using general principles applicable to all reasonable accommodations requests. To trigger an obligation to accommodate under relevant applicable law, the requesting party must request an accommodation that is reasonable and demonstrate how it will further the disabled resident's equal enjoyment of housing. Thus, in analyzing a request for reasonable accommodation involving an emotional support animal, the Association considers the following:

(1) Does the person seeking to use and live with the animal have a disability – *i.e.*, a physical or mental impairment that substantially limits one or more major life activities?

(2) Does the person making the request have a disability-related need for an assistance animal? In other words, does the animal work, provide assistance, perform tasks or services for the benefit of a person with a disability, or provide emotional support that alleviates one or more of the identified symptoms or effects of a person's existing disability?

Where the answer to both questions (1) **and** (2) above are “yes,” the Association modifies or provides an exception to its pet-related Rules & Regulations and permits a person with a disability to live with and use his/her assistance animal in all areas of the Mill Harbour Condominium (“Condominium”) grounds where persons are normally allowed to go with dogs and/or other assistance animals.

Under relevant applicable law, in order to help with a determination of the answers to questions (1) and (2) above, the Association may ask individuals who have disabilities that are not readily apparent or known to the Association to submit reliable documentation of a disability and his/her disability-related need for an assistance animal. For instance, under relevant applicable law, the Association may ask persons who are seeking a reasonable accommodation for an assistance animal that provides emotional support to provide documentation from a physician, psychiatrist, social worker or other mental health professional that the animal provides emotional support that alleviates one or more of the identified symptoms or effects of an existing disability. Such documentation must, at least, establish that an individual has a disability and that the animal in question will provide some type of disability-related assistance or emotional support. Like all reasonable accommodation requests, the determination of whether a person has a disability-related need for an assistance animal involves an individualized assessment and the Association does not seek documentation beyond that which it is allowed to request under relevant applicable law.

Thus, any person requesting a reasonable accommodation must provide the Association with medical or other authoritative documentation from a physician, psychiatrist or other mental health professional that (i) identifies the requester's disability; (ii) identifies the symptoms of the requester's disability; and (iii) identifies the way(s) in which the purported assistance animal assists with or alleviates one or more of the identified symptoms or effects of the requester's disability.

A reasonable accommodation for an assistance animal does not apply to the requester's spouse, thus, the assistance animal should remain in the presence of the person requesting the reasonable accommodation.

Again, the Association takes very seriously its obligations under relevant applicable law concerning reasonable accommodations for people with disabilities or other protected needs under relevant applicable law. In the event that a person communicates to the Association a request for reasonable accommodation in connection with an assistance animal and provides the Association with appropriate documentation as discussed above, the Association, acting through its Board of Directors,

will quickly meet to analyze any such request which is accompanied by the documentation necessary to properly analyze such request.

**25.2. RULES REGARDING WALKING, TOILETING, LEASHING AND
PERSONAL SAFETY CONCERNING ASSISTANCE ANIMALS.**

Even where proper documentation is received and the Association grants a reasonable accommodation in the form of a deviation from the Association's pet-related Rules & Regulations, the Association is not obliged to exempt emotional support animals from these Rules Regarding Walking, Toileting, Leashing and Personal Safety Concerning Assistance Animals and otherwise ensuring proper sanitation and the safety of residents, guests and visitors vis-à-vis assistance animals. Rules concerning designated areas for walking and toileting assistance animals and requiring that assistance animals be on a leash have been expressly held to be "reasonable and non-discriminatory because they seek to provide residents with safe, decent and sanitary living conditions."

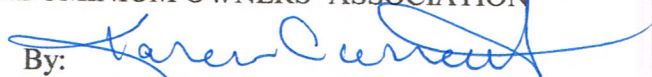
The following rules must be adhered to at all times by any person who has received a reasonable accommodation regarding an assistance animal:

1. Any assistance animal that is a dog may be walked only in the following areas: The garden area between the fence at the south edge of the property and the bridge leading to the restaurant entrance.
2. All dog excrement shall be immediately bagged and properly disposed of.
3. Whenever any assistance animal is outside of the unit in which such animal is housed, it shall be leashed or in a cage.
4. The Association has a zero tolerance policy concerning biting or aggressive behavior by any assistance animal that indicates a clear propensity to cause physical harm to any person or other animal. Upon a finding that any assistance animal has bitten a person or other animal or has otherwise exhibited aggressive behavior indicating a clear propensity to cause physical harm to any person or other animal, such assistance animal shall be immediately and permanently removed from the Condominium grounds.

Except as amended herein, the Rules and Regulations of Mill Harbour Condominium Owners' Association, as they may have been previously amended, are hereby ratified.

MILL HARBOUR CONDOMINIUM OWNERS' ASSOCIATION

Dated: 9-16-16

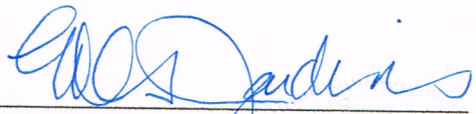
By: 
Karen Current
Secretary

ACKNOWLEDGEMENT

TERRITORY OF THE VIRGIN ISLANDS
DISTRICT OF ST. CROIX

SS:

On this 16th day of Sept., 2016, before me appeared Karen Current known and known to me to be the Secretary of the Mill Harbour Condominium Owners' Association and she acknowledged to me that she executed the forgoing instrument in his capacity as Secretary of the Mill Harbour Condominium Owners' Association for the purposes therein contained.


NOTARY PUBLIC

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SANDRA HORSFORD
DISTRICT RECORDER OF DEEDS
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RECORDING FEE \$ 25.00
PER PAGE FEE \$ 6.00


Recorder



EILEEN DES JARDINS
Notary Public #NP-140-15
My Commission Expires: 12/18/19
St. Croix, U.S. Virgin Islands