

THE ESTATES OF JUDITH'S FANCY OWNERS' ASSOCIATION, INC.
AMENDED AND RESTATED DECLARATION
ESTABLISHING RESTRICTIVE COVENANTS
CHRISTIANSTED, ST. CROIX
U.S. VIRGIN ISLANDS
As Amended February 24, 2016

THIS AMENDED AND RESTATED DECLARATION (“Declaration”) is made and filed by the **ESTATES OF JUDITH'S FANCY OWNERS' ASSOCIATION, INC.** (“Association”), a non-profit corporation under the provisions of Title 13, Chapter 3 of the General Corporation Law of the Government of the United States Virgin Islands, and contains revisions to the Declaration Establishing Restrictive Covenants, dated October 22, 1957, recorded January 8, 1958, in Protocol 4 F.P., page 338, document number 536/1958, as modified, amended and/or restated from time to time. This document contains all the amendments adopted through the Annual Meeting of Members held on February 24, 2016. The Declaration is hereby amended and restated as follows:

WITNESSETH:

WHEREAS, it is now deemed to be in the best interests of all present and future owners of the subdivided plots of Estate Judith's Fancy that there be recorded this Amended and Restated Declaration reciting certain covenants, conditions, easements and restrictions running with the land in order to provide for uniformity within the residential areas of Estate Judith's Fancy and to insure the enforceability thereof;

NOW, THEREFORE, the Association hereby declares that the covenants, conditions, easements, and restrictions herein below set forth shall be covenants running with the land and shall be spread of public record covering the real property situated in Estate Judith's Fancy (hereinafter “Judith’s Fancy”).

The provisions herein, shall not be deemed to nullify any provisions of local, state or federal law. The most restrictive provisions shall govern if allowed by law. The Board of Directors shall have the power to enforce these provisions by injunction or as otherwise provided by law. The Board of Directors will enforce all provisions only after receiving written complaint from a member, citing the specific provision that they claim is being violated. The Board of Directors will then investigate and act if it is found that there is actually a violation.

ACCEPTANCE AGREEMENT

In consideration of being a resident in Judith’s Fancy, you agree to settle any and all controversies or claims (“Disputes” and each a “Dispute”), past, present or future, arising from or relating to this Declaration, the Association’s Articles, By-laws, rules or regulations and/or any breach thereof and/or any other matter relating to the Association and/or your residency as between you, another member and/or the Association (“Parties” and each a “Party”) via binding arbitration, and you hereby waive any rights which you may have to litigate such claims in court.

Such Disputes may include, but are not limited to, claims for discrimination on the basis of race, age, religion, disability, national origin, sexual orientation, The Americans with Disabilities Act, all claims for discrimination based on local and federal statutes, defamation, and all matters sounding in tort including personal injuries and

property damage as well as complaints regarding liens imposed, decisions made and other rulings the Board of Directors may make in interpreting and enforcing these covenants and/or any Association documents, including without limitation, the Articles, By-laws and rules and regulations of the Association.

The Parties agree that by agreeing to arbitrate claims under this Agreement, the Parties anticipate gaining the benefits of a speedy, impartial, final and binding dispute resolution procedure. As such, the Parties agree that any such Dispute will be subject to mandatory, binding arbitration upon the request of any other Party.

Any Party can initiate arbitration hereunder by providing written notice to the other Party(ies) setting forth the nature of the Dispute. The arbitration shall take place on St. Croix, U.S. Virgin Islands. The Parties shall meet within fourteen (14) business days to finalize selection and/or confirmation of the selected arbitrator as provided herein. Any Dispute to be arbitrated pursuant to the terms of this Agreement shall be arbitrated by Henry Smock, Esq. or, in the event that he is unable or unwilling to serve, by David Nichols, Esq. or, in the event that he is unable or unwilling to serve, then by a single arbitrator selected by the Parties. In the event that the Parties cannot agree on a single arbitrator, the arbitration shall be by three arbitrators: an arbitrator selected by each Party and a third arbitrator selected by the arbitrators thus selected. Whether the arbitration is by one (1) or by three (3) arbitrator(s), the arbitrator(s) are hereinafter referred to as the "Arbitrator(s)". If there are three (3) Arbitrator(s), their decision will be by majority vote.

It is the specific goal of the Parties that the arbitration shall be accomplished within thirty (30) days of the request for arbitration and that the arbitration be conducted in an informal manner designed to save costs. The formal rules of evidence shall not apply to the arbitration and no discovery shall be permitted. Notwithstanding the forgoing, no more than seven (7) days prior to any arbitration hearing, the Parties shall exchange a list of the witnesses to be called (including a summary of each witnesses' anticipated testimony) and copies of all documents to be presented to the arbitrators. Except for good cause shown, no Party will be permitted to call a witness not on the exchanged lists or to present any documents not exchanged pursuant hereto. Unless the Arbitrator(s) determines that one Party's position with regard to the issues in arbitration was frivolous or taken solely for delay or that a Party has shown financial hardship, each Party shall pay its own costs and attorney's fees relating to the arbitration and each Party shall pay one-half of the Arbitrator(s)'s fees and costs. If the Arbitrator(s) determines that a Party's position with regard to the issues in arbitration is frivolous or taken solely for delay, the Arbitrator(s) may allocate the costs of the arbitration, including costs and attorneys' fees as the Arbitrator(s) deem appropriate. Upon a written request to the Arbitrator, demonstrating to the satisfaction of the Arbitrator financial hardship, the Association, if a party, will be responsible for the arbitration costs of the party who has demonstrated such financial hardship.

The decisions of the Arbitrator(s) shall be final and binding upon the Parties. Any Party may bring an action in any court of competent jurisdiction to compel arbitration under this Declaration and enforce an arbitration award.

SECTION I. GENERAL CONSIDERATIONS:

1. Governing Body. The Board of Directors of the Association (hereinafter the "Board") shall be empowered to enforce all the provisions set forth in these covenants.

2. Membership. During the pendency of their ownership, all persons who individually, jointly, or as tenants in common are the recorded owners of a fee interest in one or more plots in Judith's Fancy shall be deemed to be Members of the Association. Persons who hold an interest merely as security for the performance of an obligation shall not be deemed members. All members of the Association shall be bound by its Articles of

Incorporation, Declaration, By-laws and such rules, regulations, and/or assessments as the Association may promulgate.

3. Violations. In addition to any other remedies enumerated herein, this Declaration, the articles of Incorporation of the Association, the By-laws of the Association and any rules, regulations and/or assessments adopted pursuant thereto shall be considered to confer specific legal rights and obligations between the Association and any of its members may individually or collectively enforce the rights and obligations by Injunction or as otherwise provided by law.

The Association, by its Board, shall have the authority to levy and assess penalties for violation of this Declaration. Such penalties may, in order to encourage compliance, be levied and assessed for each day of continued violation. Any penalties so assessed shall constitute a lien on the plots in connection with which they were assessed and shall be enforceable by suit or by foreclosure as an assessment of the Association as is provided in the By-laws.

4. Notification of Sale. Whenever any member transfers his interest in any plot or plots in Judith's Fancy to any transferee, he shall provide the transferee with copies of the Articles of Incorporation, the Declaration, the By-laws of the Association, and any rules, regulations and/or assessments then in effect. These copies shall be available from the Secretary of the Association. Prior to any transfer, such transferring member shall also provide the Secretary with the names, addresses, and telephone numbers of all transferees. Upon transfer, the transferor's membership in the Association shall terminate, and the transferee shall be determined to be a member of the Association.

5. Survival and Validity of Terms. This Declaration shall be binding upon and inure to the benefit of the Association and any and all persons having any right, title, estate, interest and/or lien to Judith's Fancy, together with their heirs, successors and assigns. The failure on the part of any of said parties at any time to enforce any of the covenants contained in this Declaration shall not be deemed to be a waiver thereof, or to be a waiver as to existing or future violations. The invalidation of any of the covenants contained in this Declaration by the judgment, decree or order of any court shall not affect the validity of any of the remainder of said covenants by the same shall remain in full force and effect as herein provided.

6. Remedy on Breach. No right of forfeiture for the violation of any of these covenants is reserved. Any member of the Association shall be entitled to a decree of injunction against any violation or threatened violation or continuing violation and said member shall be entitled to recover his costs and reasonable attorney's fees in such action.

7. Termination of Covenants. These covenants shall be effective and run with the land for a period of ten (10) years from the date hereof, after which time said covenants shall be automatically extended for successive periods of ten years unless amended or revoked by action of a majority of the Members of the Association.

SECTION II. BOUNDARIES AND EASEMENTS:

1. Subdivision. With the approval of the Board, there may be a subdivision of any plot or plots into two or more sub-plots but any such sub-plot shall not in any event have an area of less than three-fourth (3/4) of a U.S. acre. Any such sub-plots shall be renumbered and assessed as an individual plot.

2. Roadway Easement. All members of the Association shall have a perpetual easement over and upon all roadways as constructed, located, or relocated by the Association.

3. Utility Easement. The right is hereby reserved to the Association; to an easement in, through, and over narrow strips of land, ten (10) feet in width, alongside all boundary lines of each plot to provide access for installation and maintenance of utility services with all devices that it may deem appropriate in connection therewith. Such utility services may consist of, but are not limited to, power, telephone, water, sewage, security lights, cable TV, drainage, irrigation, rubbish removal, and fire lanes.

SECTION III. BUILDINGS AND STRUCTURES:

1. Permitted Structures.

A. On each plot, a primary, single family dwelling unit is permitted.

B. There may be one additional, secondary, single family dwelling unit either attached or separate from the primary dwelling unit. The secondary dwelling unit shall have no more than two bedrooms and shall have an enclosed floor area of not more than one half the enclosed floor area of the primary structure or 1,200 square feet, whichever is less.

C. In addition, facilities and outbuildings that are commonly associated with residential communities are permitted. Appropriate facilities shall mean such structures as swimming pools, tennis courts, retaining walls, wells, utility poles and monuments and solar panels. Appropriate outbuildings shall mean garage, tool house, pump house, greenhouse, pool cabana and guest's quarters without kitchen facilities.

D. Temporary Structures. No unapproved facilities may be used for residential purposes.

1.) Single Family Dwelling, as used herein, means a building designed for and occupied exclusively by one single family. A single family is described as a family related by blood, marriage or adoption or not more than four (4) unrelated individuals living in a stable, non-transient household. This definition would include same-sex couples but would not include unrelated company employees being housed together.

2. Minimum Requirements. All single family dwellings, facilities, and outbuildings must conform to the general value, design, and construction quality of the existing structures in Judith's Fancy. Exterior finishes are to be consistent with accepted architectural standards and are to convey a finished appearance to the exterior of the completed construction. Unfinished, non-architectural concrete, unfinished concrete masonry units, and unpainted surfaces of any kind that are generally intended to be painted will, in general, not be acceptable. The primary dwelling unit shall have a minimum enclosed living space of not less than 1,500 square feet.

3. Building Lines. No single family dwelling, facility (except driveways/parking areas and/or utility monuments/poles for underground utilities) or outbuilding shall be constructed within twenty (20) feet of any boundary line. Where two or more adjacent plots are combined within one title and ownership, then the reference to the boundary lines herein shall be to the perimeter or outside boundaries of the combined plots. In the event the construction of such structures as retaining walls, fences, windbreaks, or drainage ditches is deemed desirable, application for relief from the twenty foot limitation may be made to the Board, which relief shall not be arbitrarily or capriciously withheld.

4. Excavations. Sand, gravel, or dirt shall not be excavated within Judith's Fancy except on the member's plot for the purpose of constructing drainage ditches, roads, driveways, improving gardens or grounds, or preparing the foundations of any dwelling, facility or outbuildings thereon. Any excavation of an improved or unimproved plot must be filled and land returned to its original contours if progress of construction is abandoned or delayed for a period exceeding ninety (90) days, unless extension is granted by the Board, which

extension shall not be arbitrarily or capriciously withheld. In the event of a violation of this provision, the Association shall be empowered to enter on the property and perform whatever acts may be necessary to return the property to its original contours and condition. The Association shall have a lien upon the property for any necessary expenses associated therewith.

5. Construction Permits.

A. Any dwelling, facility, or outbuilding to be constructed, altered, or rebuilt or any excavations or land changes in Judith's Fancy must have all the required Virgin Islands permits as well as a written Construction Permit from the Board. This permit shall be issued unless the Board determines that said construction does not comport with the provisions of the Covenants, the By-laws, or any Rules or Regulations then in effect. The Board may enforce this provision by Injunction or as otherwise provided by law.

B. Construction Permit Procedures. In the interest of maintaining safety as well as an appealing image for the community residents and visitors, the construction process must be regulated. The Association's permit procedure is designed solely to enhance the appearance and livability of all Judith's Fancy owners. The Association, its agents or committees, have no responsibility other than to further this aim to the best of its ability. To obtain a construction permit you must follow the guidelines.

1.) The permit approval application must be submitted to the Construction Committee, along with the following:

a. House plans which shall include all floor plans, all exterior elevations and all roof plans and exterior finish schedules;

b. A survey made by a licensed surveyor which shows all existing roads, utilities and other improvements, property lines with dimensions and bearings, base building lines, existing contours at 5 feet intervals above sea level, and all other site features such as drainage structures, etc., North arrow, title with name of legal owners, and name, address, phone and license number of surveyor;

c. A site plan which indicates the plot elevation as well as the layout of all proposed buildings, outbuildings, driveways, swimming pools, decks, septic tanks, drain fields, wells, fence, etc.;

d. A site Profile;

e. A schedule of construction including the estimated start date and completion date;

f. A refundable Building Permit Fee (cash or certified check) equal to \$1.65 per square foot of the proposed construction, not to exceed \$2,500.00, to provide for the possible repair of major and minor subdivision roads made necessary by use of heavy construction equipment during construction. The Board has the power to exempt those construction projects that do not utilize heavy equipment and may refund this fee, either partially or in its entirety, after the "Roads Committee" assesses the roads following construction. The Board also reserves the right to assess an additional fee if the construction is deemed to have caused more damage than the Building Permit Fee charged in the view of the Roads Committee, who has the final say in such matters. For example:

1. A 1,500 sq. ft. home X \$1.65 = \$2,475.00 Building Permit Fee

2. A 2,500 sq. ft. home X \$1.65 = \$4,125.00; Building Permit Fee would be \$2,500 because of the cap

3. A 750 sq. ft. guest house X \$1.65 = \$1,237.50 Building Permit Fee

4. A 12 X 18 foot swimming pool = 216 sq. ft. X \$1.65 = \$356.40 Building Permit Fee

5. *A 20 X 40 garage = 800 sq. ft. X \$1.65 = \$1,320.00 Building Permit Fee*
6. *A 6 X 10 generator house = 60 sq. ft. X \$1.65 = \$99.00 Building Permit Fee*

2.) The plans and related documents will be reviewed by the Construction Committee as well as the adjacent property owners if the Construction Committee deems it appropriate to do so. Approval of the plans will be in writing on an Association form, which shall be sent to the member as well as to DPNR. If approved, the plans and related documents will be retained by the Association. Approval of the plans does not constitute authority to build. Authority to build requires the Association's permit as well as the required permits from the Virgin Islands Government.

3.) A construction permit can be issued by the Board after the plans have been approved by the Construction Committee and copies of the approved Virgin Islands building permits are presented. No construction permit will be issued for any property on which there is any unpaid Association assessment.

4.) The Construction Permit will be valid for a period of 18 months from the date of issuance. An automatic extension will be granted for thirty additional days upon written request. Any request for further extension will be judged on its merits. Lack of funds to complete the project will not be considered a good reason for the request. If an extension request is not made and/or approved, a non-completion penalty of \$25 per day will be placed against the property for every day that the building is not complete. This penalty will continue to be applied until the building has received a final inspection and approval from the Construction Committee.

5.) The member or his contractor must contact the Construction Committee in writing and request an on-site inspection after the footings/foundations are dug and formed but before they are poured to ensure compliance with the approved plans. Failure to do this may result in loss of the Building Permit Fee. This inspection will be made within 48 hours of the time it is formally received. Additional inspections while the construction is in process will be conducted regularly by the Construction Committee upon reasonable notice to the member.

6.) A change application must be submitted for any changes desired during construction that alter the exterior appearance to include building height, building size, location on the lot and roof design. Documents illustrating the desired changes may be required for review by the Construction Committee.

7.) Final inspection will be made after the contractor has completed construction, including all site work and basic landscaping, cleaned site of debris, removed contractor signage and any temporary utilities, and notified the Construction Committee in advance of finished date. The Building Permit Fee will be returned in full if all requirements are fulfilled, except to the extent that the Association incurs further expenses for review of the construction permit and related documents, site maintenance and/or repairs, maintenance and/or correction of any damage to streets, road shoulders and common areas, over and above that covered by the Building Permit Fee, in which case the costs will be deducted from the Building Permit Fee. The Association and its agents assume no responsibility for inspecting construction in progress for compliance with approved plans. The owner assumes full liability for failure of construction to comply with approved documents.

8.) At the completion of construction the request for final inspection a Building Permit Fee refund form must be submitted. A member of the Construction Committee will verify compliance with the plans and related documents. This approval is necessary before the Certificate of Occupancy is granted by the Construction Committee and for the processing of the refund of the Building Permit Fee. If it is determined that

the damage to our roads or other property exceeds the Building Permit Fee, the Association reserves the right to bill the Plot owner for the difference and withhold the Certificate of Occupancy until paid in full.

6. Building Site Regulations

A. No identical or closely similar single family dwelling on separate plots shall be constructed within sight of each other.

B. The following requirements related to height shall be complied with unless the contour and topography of the plot as indicated in the plans and related documents submitted to the Construction Committee indicates a unique profile (hillside, steep incline, etc.), in which event, the Board, on recommendation by the Construction Committee, may waive any of the height restrictions contained herein, if in their sole discretion said waiver is reasonably required. In no case will more than two stories be allowed and story, in this case, will be as defined by the *Virgin Islands Zoning, Building and Housing Laws and Regulations*.

1.) No building shall be constructed with a maximum roof height in excess of twenty-two (22') feet above the highest natural elevation of the plot as defined below.

2.) The highest natural elevation of a plot shall be defined as the average elevation of the highest twenty percent of the undisturbed area of the lot. It is not intended that a spur or artificial anomaly shall determine the elevation.

C. All fences and walls on boundary lines must be approved by the Board to make sure that they do not obstruct views, are safe and are aesthetically appropriate. An example of a fence that would not be considered aesthetically appropriate would be those made of wire, plastic or chain link. Front yard fences or fences along community roads will not be approved.

D. Hours for construction will be Monday through Saturday, 7:00 a.m. to 5:00 p.m. On Sundays and Federal Holidays, quiet repairs are permitted providing the peaceful community ambiance is not disturbed. Quiet activities may be performed by either the homeowner or contractor. Examples of quiet activities are, but not limited to: painting, plumbing, electric repairs, pool cleaning, etc. No running of loud noise producing equipment by owners or contractors nor material deliveries, heavy machinery, or disturbances is permitted. In case of extreme hardship, holders of construction permits may apply to the Board for relief from these regulations with due consideration to the objections of abutters and neighbors. Water trucks and household delivery vehicles are not restricted by these hours.

E. Vehicles will be allowed into Judith's Fancy only upon the Owner's or Agent's specific authority.

F. The Association reserves the right to charge a member directly for repairs made necessary by his construction or deliveries.

G. All final power, telephone, and cable TV hookups must be underground from the pole to the single family dwelling and/or outbuildings.

H. Any clearing, grading or building on a site without approval by the Construction Committee will result in the suspension of work and denial of access to the contractor and his employees.

I. During construction all trash, debris, and waste shall be contained daily and not exposed to public view. Burning is not permitted. The Association reserves the right to clean the site as needed due to noncompliance, and the owner will be charged the cost of such work.

J. A driveway must be constructed and it must be graveled or paved at least 20 feet from the street pavement before starting construction. Discharge of soil, gravel, stone, etc. upon the subdivision roads or adjacent property must be effectively controlled. Drainage culverts, if needed, must be installed prior to construction.

K. The member must provide adequate toilet facilities for the workers on the job site in a discrete location.

L. The project must present a finished appearance including site cleaning and basic landscaping and pass a final inspection by the Construction Committee in addition to having a Virgin Islands Occupancy Permit before it can be occupied.

M. All Association plantings, fixtures, fences and landscaping which are damaged during construction or after by vehicles, fire or other cause, on or off site, including streets, shoulders and common areas, shall be repaired or replaced by the member.

N. The member will be responsible for its Contractor's actions during construction. Contractors are responsible for the actions of their employees while they are in Judith's Fancy and shall control the playing of loud music and noise.

O. Paving, building and drainage systems should preserve the natural grade, run-off and vegetation. Erosion and silt control measures must be employed during and after construction. Surface drainage must be collected or restricted on site and not cause damage to adjacent properties as a result of construction.

P. In order to prevent accidents from occurring due to steep drop-off, owners of properties down-slope from Judith's Fancy roads must provide a suitable barrier.

7. Waivers of Encroachments. The Board is authorized to waive encroachments that occur within the 20 feet set back if a written agreement, signed by the adjacent plot owners impacted by the set back violation, have consented thereto. The agreement presented to the Board must contain language which confirms that it is binding on the agents, successors, and assigns of the respective property owners. If the Board agrees with the property owners' agreement, it may approve such waivers with a two-thirds majority vote of the Board. The Board is authorized to waive set back violations on road frontage, upon such terms and conditions as it may impose regarding access, aesthetics, and maintenance by two-thirds (2/3rds) majority vote. In no case can the Board approve a violation of set-back requirements promulgated by regulations stated by *Virgin Islands Zoning, Building and Housing Laws and Regulations*.

8. Outside Lighting. Section III, 8 will be investigated and enforced only after written complaint from a homeowner is received by the Board.

Excessive outdoor lighting degrades the evening ambiance of the community and shall be considered a community nuisance.

All outdoor lighting on each lot shall be designed, constructed and maintained so as to provide direct illumination for that lot only.

The Board is empowered to establish and enforce specific rules for outdoor lighting consistent with the above and enforcement provisions contained in this Declaration.

In addition to the above general limitations, outdoor lighting on any property shall not exceed any of the following specific limitations:

A. The maximum total emitted light from any outdoor light fixture whose visible light source can be directly observed from the constructed living area of any other property shall not exceed 1700 lumens (approximately equivalent to the light emitted by a single 100 watt light bulb).

B. Outdoor fixtures shall be pointed so as to directly illuminate only areas within the subject property's own boundaries.

C. The maximum mounting height for unshielded or partially shielded outdoor lighting fixtures shall be not more than 9 feet above the lower of the average finished floor level of the residence and grade level at the fixture's location.

D. Fully shielded fixtures whose light source is not directly visible from the constructed living area of other properties shall not be mounted more than 15 feet above the lower of the average finished floor level of the residence and grade level at the fixture's location.

E. Outdoor lighting fixtures providing lighting levels exceeding 5 foot-candles as might be required for intermittent use sports facility shall not be operated between 9 p.m. and sunrise.

F. Intermittent security lighting exceeding the above limitations shall be permitted only if automatically controlled to prevent continuous operation for periods exceeding 10 minutes. Such security lighting cannot be operated for more than a total of 60 minutes between sunrise and sunset.

G. Street lighting for illuminating community roads is prohibited except by specific permission of the Board. Any such permitted street lighting shall be shielded and located so as to provide only direct illumination of the road itself.

In any case not covered by the above A. through G., reference shall be had to the latest *IESNA Lighting Handbook* as applicable to residential areas in dark surroundings.

SECTION IV. COMMUNAL LIVING REGULATIONS:

1. Dumping. The dumping of any house or garden trash or garbage anywhere within Judith's Fancy is forbidden. This regulation shall not preclude the non-odorous composing of organic materials for use in gardening on the owner's plot. Association members are responsible for any infringement of this regulation on the part of any tenants or guests.

2. Garbage Removal. Garbage trucks are scheduled to pick up in the community on Tuesdays and Fridays. All garbage to be disposed of must be placed within the bins provided by the waste removal company and brought curbside for pick-up no more than 24 hours in advance unless doing so causes undue hardship due to some home locations or topography.

3. Cutting of Grass and Shrubs. Section IV, 3 will be investigated and enforced only after written complaint from a homeowner is received by the Board.

Owners of both improved and unimproved plots are required to keep grasses, brush and shrubs trimmed 20 feet around the entire perimeter of their property, in order to afford the residents of Judith's Fancy the optimum protection from brush fires and trespass, to minimize obstructive views from overgrown grasses and shrubs and to promote the overall appearance of the neighborhood. It is required that both improved and unimproved properties keep brush and grasses to a minimum height and maintain their grasses and shrubs in such a manner so as to foster the intent of this provision. In the case of improved properties, the height of grass and brush shall not exceed fourteen inches for periods of more than two weeks.

Trees and Shrubs along Roadway:

Owners of both improved and unimproved lots are required to keep trees and shrubs which are situated along Judith's Fancy roads to be trimmed so as to not impede vehicular traffic along the adjacent roadway. This also includes trimming trees and shrubs at roadway intersections to allow clear vision of approaching cars or pedestrians at intersecting roads.

The Board shall provide reasonable notice to any member whose property is in violation of this provision. If the violation is not remedied within 7 days of notification, the Board shall be authorized to enter upon the affected property and perform such acts as shall be necessary to place said property in conformity with this provision. The Board is authorized to bill the affected member for all expenses reasonably incurred in enforcing this provision, and shall have lien against the affected property for any sums not paid.

4. Non-Residential Permitted Uses. Home occupations are permitted if they are conducted entirely within the dwelling and carried on by inhabitants thereof which use is clearly incidental and secondary to the use of the dwelling for dwelling purposes and does not change the character thereof, including consultation by such professionals as lawyers, architects, engineers, accountants or clergyman, writers and artists and excluding such uses as real estate broker, tea rooms, cafes, and animal hospital. A home occupation will not display or advertise any commodity or service for sale on the premises, nor will it involve the employment of more than one person other than a member of the immediate household. The intent of this section is to allow use of homes by their owner for types of businesses that will not significantly increase traffic within our community and will not give any appearance of commercial activity taking place. The Board will have authority to approve or deny such use.

5. Noise Abatement. Residents of Judith's Fancy enjoy the special advantages of a combined indoor/outdoor lifestyle. Disturbing the peace occurs when mechanical or electronic sounds, the barks of dogs, and other loud noises permeate the surroundings with noise levels which infringe on other residents. All excessive noises, including the continual, unceasing barking of dogs which goes beyond the normal function of guarding property, shall be considered a disturbance of the peace. Audible alarm systems shall be equipped with a device to turn off the sound after a maximum of 15 minutes of alarm sounding.

6. Road Safety. All motorized vehicles using Association roads must be licensed by the Government of the Virgin Islands. As all roads are narrow, all drivers must observe a reasonable and prudent speed limit, which shall be determined by the Board and posted.

7. Rental of Property. The following regulations shall govern the rental of property in Judith's Fancy:

A. On each building lot, the owner may rent out two dwelling units to no more than two separate single families [see Section III, 1., D., 1.) for single family definition].

B. No subletting of rooms or other living quarters is permitted.

C. The member is responsible for officially notifying any tenant, short or long term, of the provisions of this Declaration and the By-laws and is additionally responsible for the conduct of all tenants and guests.

D. The member is also responsible for notifying the Association of the names of all tenants residing on their properties.

8. Pet Regulations. The following regulations shall govern the keeping of pets in Judith's Fancy:

A. No animals other than domestic pets may be kept in Judith's Fancy. Domestic pets include: cats, dogs, birds, and other small caged animals that can be kept in the home. Aquarium fish are also permitted.

B. No "farm" animals, to include but not limited to horses, cows, sheep, goats, pigs, or poultry are permitted.

C. No pet which constitutes a nuisance to other residents is permitted.

D. Each household shall be limited to four (4) adult pets. A pet is considered adult at the age of three (3) months.

E. All Virgin Islands laws requiring the licensing of pets must be complied with.

9. General. No resident of Judith's Fancy shall maintain or conduct or allow to be maintained or conducted by his or her children, tenants, or guests anything or activity which under normal and reasonable community relationships can be considered an annoyance or nuisance to the other residents. In addition, the member is responsible for providing information to the Board regarding all persons and their motor vehicles who are normally resident at member's property including their full name, telephone number in Judith's Fancy, relationship to the member (e.g. relative, guest, rental tenant), and vehicle information. Any persons or vehicles not registered may be denied entry.

10. Upkeep and Maintenance of Structures. The exterior of all dwellings, facilities, and outbuildings shall not be allowed to fall into disrepair. Objectionable conditions shall include but not be limited to peeling paint, broken windows, abandoned or stagnant swimming pools and ponds, and failure to maintain the driveway in a paved or graveled state.

11. Parking of Vehicles. No vehicle shall remain parked and unmoved for a period of longer than three months unless it is totally out of view of neighboring properties. On road parking shall not obstruct traffic and overnight parking is not permitted on Association roads and will be towed at owner's expense. Vehicles in violation will be towed at owner's expense.

12. Storm Protection. No doors or windows shall remain boarded-up with unpainted lumber or plywood for a period to exceed three (3) months.

RULES FOR GATE ENTRY

THE GUARD CANNOT GRANT ANY EXCEPTIONS TO THESE RULES.

COMMUNITY SECURITY PHILOSOPHY

Judith's Fancy welcomes all Virgin Islanders and visitors into our community. Our desire is to allow access to all law abiding citizens who request entry for non-commercial purposes. We want all residents along with their friends, relatives and guests to be able to enjoy our beautiful community in peace and safety. Visitors are welcome and will maintain unrestricted access to the beach but will be required to identify themselves.

GOAL OF COMMUNITY SECURITY

To maintain a peaceful and safe environment for the enjoyment of our residents and visitors.

PURPOSE OF SECURITY

1. Keep our neighborhood safe.
2. Deter potential criminal activity by identifying all those who enter our community.
3. To assist the VIPD and other local authorities investigating crime within our community.

ACCESS TO OUR COMMUNITY

Judith's Fancy Residents: May purchase a window sticker for their vehicle which allows them access through our automatic gate.

Judith's Fancy Temporary Residents: Short-term residents (less than 30 days) are issued a Temporary Pass after a written request is received from the owner. These 6 X 8 cards are kept in the visitor's vehicle showing name, plot# and expiration date.

Non-Judith's Fancy Residents Visiting Judith's Fancy Residents: Must produce a government issued photo ID to enter the community. They will be logged in and the ID will be immediately returned. If their name appears on the Plot's Entry List, they may proceed directly to the residence. If their name does not appear on the Entry List, the owner or tenant will be called to authorize entry. If neither the owner nor tenant can be reached, the visitor will be denied entry into Judith's Fancy.

Non-Judith's Fancy Residents Wishing to Access Judith's Fancy Beach or the NPS Beach: Must produce a government issued photo ID to enter the community. They will be logged in and the ID will be immediately returned. They may enter on foot and park outside the gate. (Judith's Fancy has no designated parking areas for beach goers and it is not acceptable to park on resident's lawn or to block roads to access the beach.) The beach, referred to as *Judith's Fancy beach*, is unsafe and not appropriate for swimming or boating. Anyone wishing to use this beach for these purposes is doing so at their own risk.

Non-Judith's Fancy Residents Wishing to Access Judith's Fancy for Other Purposes: The Association reserves the right to deny access to any commercial or non-commercial enterprise wishing to enter Judith's Fancy who it deems to be a nuisance, threat or with interests detrimental to the well-being of its' residents.

Non-Judith's Fancy Residents Entering After Dark (7 p.m. – 7 a.m.): Visitors to Judith's Fancy after dark who are not on the **Residents Entry List** at the guard house are permitted access only after explaining the purpose of their visit to the guard including the destination (plot number) and resident's name. If the resident is not at home or does not answer, access will be denied.

ADDITIONAL ENTRY AND EXIT RULES

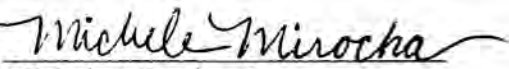
1. Departing contractors/visitors must stop to push the gate exit button.
2. Permitted entry hours for construction material deliveries: 7 a.m. to 5 p.m., Monday through Saturday (not permitted on Sundays or Holidays). Contractors are permitted daily entry; however, no construction noise is permitted outside the above hours.
3. Entry by the following is prohibited at all times:
 - Unlicensed motor vehicles
 - Dirt bikes, go-karts, off-road recreation vehicles
 - Vehicles leaking liquids or likely to spill cargo
 - Noise nuisances, such as cars and/or motorcycles with faulty mufflers or playing loud music
 - Horses and other farm animals
 - Water trucks exceeding 6,000 gallon capacity
 - Large garbage trucks (nominally > 10 cubic yards) are prohibited from entry
 - Non-resident dogs, except those proceeding to residents' homes in vehicles
4. Closed delivery vehicles may enter but are subject to inspection.
5. Guards are not authorized to accept deliveries on behalf of residents.

The above Amended and Restated Declaration Establishing Restrictive Covenants was duly amended by a vote of the membership on February 25, 2015 and February 24, 2016 and is true and correct.

**ESTATES OF JUDITH'S FANCY OWNERS'
ASSOCIATION, INC.**

By: 
Brett Ellis, President

ATTEST:

By: 
Michele Mirocha, Secretary

WITNESSES (as to both):