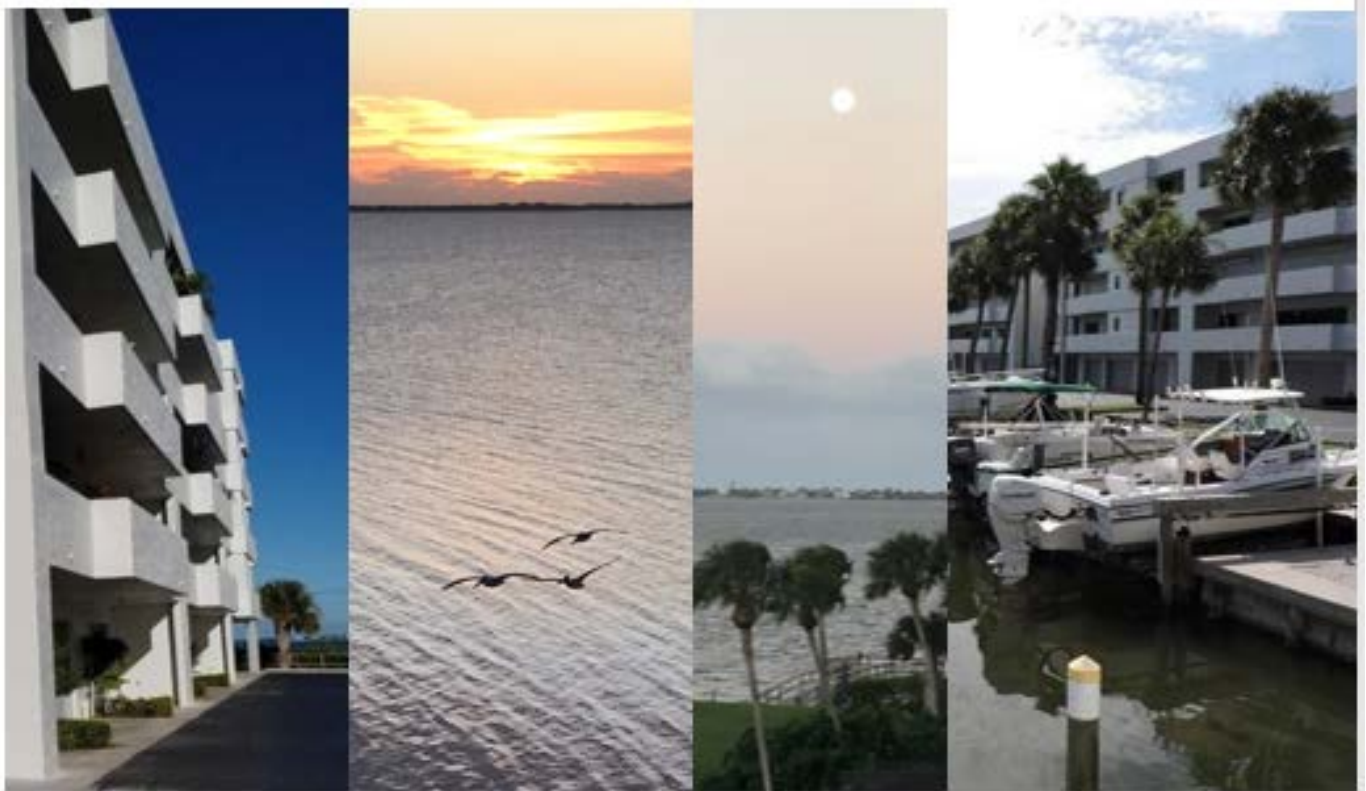


Rhum Cove Condominium Association

2024

Condominium Forms, Rules, Policies, and Guide to Easy Living



5001 Dixie Hwy NE – Palm Bay, FL 32905

www.RhumCove.com

Version 3 - Updated January 2024

NOTES:

2023 Changes:

Added www.RhumCove.com where applicable (Work Orders, Document Download, etc.)

Link to Republic Services [list of items](#) that can and can't be placed in dumpsters

Added to Rules Sections: "To report a violation please leave a message or send a text, along with a photo, if possible, to (321) 345-3110."

Updated new Front Gate access and app Info

Added the appropriate model number for approved security screen doors

Updated Garage Fees to \$72 per year

Changed the pet section to an edited version of the 2017 GTEL pet rules

Updated Spectrum WIFI & Cable Box information

Updated Gate Access Information

Added Parking Violation Form

June 2023 Changes:

Added Updated Hurricane Information for Boaters

Added Boater Hurricane Plan Form

Added BOD Rule Regarding No Floating Vessels to Marina Rules

Added Boat Slip Borrow Form

Updated Clubhouse Reservation form

2024 Changes:

Added BOD Email address: RhumCoveBOD@Gmail.com

Added new Rhum Cove Phone Number (321) 345-3110 (Please Text or Leave Message)

Updated Forms adding temporary resident form as Appendix K

Changed Pool Hours to 6am – 11pm

Update Dumpster Doors Info

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ABOUT RHUM COVE:

The Rhum Cove Condominium Association was incorporated in 1988 at Palm Bay, Florida. The property encompasses 7.7 acres of land and runs 1100 feet along the Indian River. The Condominium includes two five-story buildings containing a total of 72 residential units. Building A contains 48 units and Building B, 24 units. The ground level of each building contains an atrium, trash area, garage spaces, and a storage room for each unit.

On the elevator push buttons, the atrium is labeled “G” (for ground) and the first living floor is labeled “1”.

The Condominium also includes a marina with 72 deeded boat slips. Additional recreational facilities include a swimming pool, hot tub, sauna, tennis / Pickleball court, club house with full kitchen and bathrooms, fishing pier, river side benches and picnic table and a marina-side gym. These facilities are for the exclusive use of owners, tenants and guests.

A Board of Directors consisting of unit owners elected by the membership governs the Rhum Cove Condominium Association. The Board governs according to the procedures outlined in the Rhum Cove Declaration, Articles of Incorporation, and By-laws, which are recorded with Brevard County.

Rhum Cove “self-manages” in order to save costs normally associated with a management company. This means that issues will be addressed by either the maintenance staff or by a member of the Board of Directors. For issues requiring maintenance, please complete a work order form (posted on the clubhouse bulletin board) and drop it in the Maintenance Dropbox located on the Maintenance Room Door on the north side of the Clubhouse. For Board issues, contact a Board member via e- mail, a phone call during business hours only, or attend the monthly Board meeting and bring up the concern there.

In a community consisting of 72 units occupied by people with diverse backgrounds living in close proximity, it is necessary to have some common-sense rules. This booklet serves as a guide for Rhum Cove residents complementing the Declaration of Condominium and By-Laws each unit owner should have received with their deed.

Condominium rules, policies and suggestions are described in the following (alphabetized) part of this booklet and each is noted as:

(DOC) - Rule is listed in official condominium documents and can only be changed with a vote of up to 80% of the owners

(BOD) - Rule was created by a current or prior Board of Directors which require 50% plus one vote to change

(718) - Florida State Condominium Chapter Statute

(FL/PB/Vendor) – State, Local or Vendor Statute, Law, Rule, or Ordinance

Chapter 718 of the Florida Statutes governs condominium living and is entitled: “The Condominium Act”. It requires that all condominium Boards enforce compliance with association rules in a timely and uniform manner. ([Web Link to Chapter 718](#))

The Board requests that all residents comply with rules as detailed in the official Rhum Cove Condominium Association documents, including the Declaration of Condominium, Bylaws, Restrictions, Exhibits and Amendments. All rules apply and must be enforced equally for all residents.

The Rhum Cove Board of Directors meets regularly. Typically, it is the last week of the month to allow closing out the previous month’s financial records. The date, time and location of the meeting will be sent via e-mail and posted on the bulletin boards in each atrium at least 48 hours before the meeting. It is usually held in the Rhum Cove Club House. The Board discusses budget, maintenance issues, and other concerns associated with the operation of Rhum Cove. All residents are welcome to attend Board and Committee meetings and speak on issues during the designated time.

ADDRESS FOR RHUM COVE MANAGEMENT:

Rhum Cove Board of Directors
Rhum Cove Condominium Association, Inc.
5001 Dixie Highway NE
Palm Bay, FL 32905
(321) 345-3110 (Please Text or Leave Message)
RhumCoveBOD@gmail.com

RHUM COVE BOARD OF DIRECTOR CONTACT INFORMATION: CONTACT INFORMATION FOR INDIVIDUAL BOARD MEMBERS IS SHARED VIA E-MAIL AND POSTED ON THE BULLETIN BOARDS.

RHUM COVE RESIDENT CONTACT INFORMATION:

A Contact List of names and unit numbers are available for all residents. New residents need to complete the New Owner or Tenant forms and give to the Board Secretary. The list is distributed via e-mail to all residents by the board Secretary. Contact the secretary if an electronic copy is needed. Paper copies are also available by contacting the board Secretary.

Marina boat slip contact data is sent electronically and a listing of slips is also available on the Marina bulletin board. Paper copies are also available by contacting the board Secretary.

The following information has been organized in alphabetical order for convenience. It contains a subset of rules of Rhum Cove and other pertinent information for the enjoyment of our community. Owners should know that additional official rules are written into the Declaration of Condominium, Bylaws, Regulations and Marina Regulations. A hard copy was provided to owners (in a blue binder) and a searchable PDF version is available from the board Secretary or can be downloaded at RhumCove.com. Together, these are often called “the Docs”. This guide includes the most important rules from the Docs but not all of them.

ADDRESS TO SEND MONTHLY ASSOCIATION FEES:

This address should be used when mailing monthly association fees.

Rhum Cove Condominium Association, Inc.
5001 Dixie Hwy N.E.
Palm Bay, FL 32905

ADDRESS/PHONE FOR MAINTENANCE:

- **Maintenance Workshop** - Located on the North Side of the Club House (5033 Dixie Hwy)
- **Maintenance Office** - North Side of the Marina Gym building (5001 Dixie Hwy)
- **Rhum Cove Phone Number:** (321) 345-3110 (Please Text or Leave Message)

If owners/residents need Rhum Cove Maintenance services, please fill out a Work Order (located on bulletin board in Club House or the resident section of the Rhum Cove Website: www.RhumCove.com) or contact a member of the Board of Directors. If the issue does not require a Work Order and is not critical, please text or leave a message at (321) 345-3110. Please avoid calling board members during non-business hours or on weekends.

ADMINISTRATION OF PROPERTY

Rhum Cove is a self-managed community. This means that there is no professional management company between the Board of Directors and unit owners. Residents may

question a Board member to handle a problem or help with rule interpretation. In general, business is handled during monthly Board meetings. Notice of these meetings is published on the A and B building atrium bulletin boards and via e-mail. Minutes from Board meetings are sent via e-mail, posted on the bulletin boards and available from the board Secretary. All owners/residents are encouraged to attend Board meetings.

Appendix A, "Committee Formation and Operations", shows how committees are operated and how residents can participate. The annual association meeting is held each year near the fifteenth of January. Owners are notified in writing sixty (60) days prior to this meeting and are reminded thirty (30) days prior to the meeting. Unit owners are provided with an approved budget and the names of the candidates for the Board. Election of Board members is by secret written ballot, which can be mailed or carried in. General and Limited Proxy forms are used to provide a quorum and to vote on matters at the annual meeting. Limited proxy forms are directed votes on financial matters as required by statute. General proxy forms can be used for any other matters which arise at the annual meeting.

AIR CONDITIONING:

The heater/air-conditioning equipment (both in unit and on roof) belongs to the unit owner. Its operation and maintenance are the unit owner's responsibility (DOC). The air handlers are in each unit. The condensation pans or drain line in the unit should be flushed with vinegar or bleach monthly to discourage algae growth and thus avoid flooding the unit and those below. This process is easy and Maintenance will assist on how to do this. The compressors are located on the roofs of both buildings which are locked shut. If a unit is being serviced, the owner/resident must make arrangements in advance with Maintenance for access to the roof (BOD).

By Florida law, the Rhum Cove Condominium Association is responsible to ensure that roof mounted compressor units are secured against hurricane winds. In addition to the straps the installer supplied, Maintenance has tied down each unit with ¾ inch rope that is checked for integrity annually.

APPLIANCE DISPOSAL:

Refrigerators, stoves, washers, dryers, garbage disposals, microwave ovens, dishwashers and hot water heaters are the property of the homeowner. When appliances are replaced, it is the owner/resident's responsibility to have the old ones removed from the Rhum Cove premises; they are not to be left in or by the dumpster (BOD).

ARCHITECTURAL CHANGES:

No changes are permitted to the exterior of the unit that would affect visual uniformity. This includes windows, doors, sliding glass doors, window coverings, hurricane shutters, and marina slips (DOC). For two-bedroom units, the master bathroom shower sliding glass doors may be replaced with windows. For any of the above please submit an Architectural Change Form.

ASSISTANCE & EMOTIONAL SUPPORT ANIMALS:

The Fair Housing Act (FHA) governs the definition of an Emotional Support Animal (ESA). An ESA must serve some specific emotional, cognitive or physical problem. Once a unit owner or guest invokes this claim, the Board must decide based on the evidence available. A claimant is required to show a letter or other supporting evidence from a qualified physician or mental health professional. No government agency, under any rule or act, supports issuance of a card justifying a specific animal as a service or assistance animal. (Florida Statue 760.27)

BALCONY SURFACE CHANGES:

Carpet, tile and any balcony surface change may not be installed or made to any balcony. Damage can be caused to the concrete and structure of the building since water may get under the new surface (DOC & 718).

BICYCLES:

Bicycles should not be taken on the elevators or parked in the atrium. Bicycles, skates or skateboards cannot be ridden around the marina, docks, tennis court, pool area, or hallways (BOD).

CAR WASH:

Car wash areas, including hoses and nozzles, have been established at both the A & B buildings. Please use only these areas. People live very close and the walls make sound reverberate. Please, no radio playing in this area! (BOD)

CAT LITTER DISPOSAL:

Please do not dispose of cat litter in the unit drains or toilets. This practice will lead to drainage problems both on the property and in the sewer system. All cat litter should be placed in closed bags and put in the dumpster (BOD).

CIRCUIT BREAKERS:

Electrical circuit breaker panels are located in each unit. If a power outage occurs, check the breaker box before calling an electrician. Individual electric consumption meters are located in

the electrical service room of each building. FPL has access to these rooms in order to read the meters or make repairs.

Each marina slip includes an electrical box and is billed separately. To set up marina slip electricity service contact FPL and use the Marina Gym / Office address (5001 Dixie Hwy) and then your slip number. Use your unit number and home address for billing.

CIVILITY:

There are certain rules of civility that must apply in the Common Element areas. The use of obscene words and gestures or insulting or degrading remarks aimed at any individual is not allowed. Also, sexually explicit language, attire or acts are prohibited (BOD).

CLUB HOUSE:

The Rhum Cove Club House (5033 Dixie Hwy NE) is for the exclusive use of unit owners, approved lessees, and guests when accompanied by a resident, unit owner, or lessee. The common key will open the club house front and rear doors. The **door code 0, 2, 4, 6, #** can be used to open the side doors. It contains an event room (set up as a living/dining combination) with a full kitchen, rest rooms with showers, and a sauna.

The club house is used for association meetings and parties. Private parties must be scheduled through The Board of Directors and requires a refundable \$400 deposit to cover any potential damages. Forms to reserve the clubhouse are available on the clubhouse bulletin board and in the back of this GTEL and at RhumCove.com. Please check the calendar posted on the bulletin board to be sure the date is available. If so, mark the calendar with contact name and complete the form and drop it in the Association mailbox with deposit check at least one week prior to the event date (BOD).

Persons scheduling a private party must be 21 or over. Owners who add their name to the calendar without using these procedures may not be able to use the club house on the requested date. No private, money-making, events are permitted in the club house. Tables and chairs may be borrowed from club house storage by the pool shower, but must be returned clean and in good condition. A more complete list of rules is posted on the club house bulletin board. Reserving the pool is not permitted (BOD).

DELIVERIES:

Please remember that any damage done to common property as a result of a delivery will be the owner/resident's responsibility. Unusually large packages, use of overlarge trucks, forklifts, and other potential hazards should be discussed with the delivery service before the delivery is made.

Maintenance can often help with ideas, elevator pads, parking, and proper precautions (BOD). Contact maintenance to have elevator pads put up at least 24 business hours in advance.

If a package is received by U.S. Mail that is too large for the mailbox, there are keyed, U S Postal Service, parcel delivery boxes by each building. The postman will place a key in the recipient's mailbox who should then use the key to open the delivery box and remove the parcel. The key should then be left in the delivery box lock.

DRINKING WATER:

A sample testing of the water in 2003 found a small level of lead in the drinking water of a few units. Subsequent tests of several newly sold units have found no lead. The water supply from the city of Palm Bay has been tested and found to be in the acceptable range. It is assumed that excessive lead solder used when connecting copper pipes is the cause.

The difference from normal are small and most units do not have the problem. It is the responsibility of each unit owner to identify and deal with any lead problems within the unit. Potential buyers should also be informed, using this paragraph as guidance. The following may help in addressing the problem.

Let water run from the tap before using it for drinking or cooking any time the water in the faucet has gone unused for more than six hours. Run the water for one to two minutes.

Hot water dissolves lead more quickly than cold water. The simple precaution of cooking and drinking water from the cold tap will help mitigate any possibility of problems.

DUMPSTER AND RECYCLED TRASH:

All boxes and cartons must be flattened. If they do not fit in a recycling bin, they may be placed between the recycling bins. Garbage should be securely bagged to minimize foul odors and help prevent rodents. Do not place trash beside the dumpster or outside of the dumpster area. It will not be picked up and could draw rodents. Do not overfill the dumpster or we may incur an additional charge. Republic Services must be called to arrange for the removal of items too large for the dumpster – please note there may be a charge for this service ([Republic Services Rules](#)).

Palm Bay has “single-stream recycling”. This means that cardboard, aluminum, paper, and plastic can all be dumped together in any one of the large recycle bins in each trash area. At this time Palm Bay does NOT recycle any glass. All items for recycling must be free of food, dirt, glass, or non-recyclable materials (Republic Services Rules).

When work is being done on a unit, contractors or owners are required to remove all debris from Rhum Cove property daily rather than using the dumpster. Contractors may also arrange for a small dumpster that must fit within your outside parking spot during the demolition portion of your project. Please ensure that this is written into the contract (DOC & Republic Services). [Click for a list of what can and can't be placed in dumpsters](#)

Dumpster room roll down doors should remain closed. If you need to access the dumpster or recycling, please press the green button near the door to open and reclose.

There are trash chutes located in the stairwells on each floor of Building B and between floors 1 & 2 and between 3 & 4 in Building A. All garbage must be bagged securely. Chutes should not be used after 10 PM or before 7 AM. Clean recyclable items including aluminum cans, paper, cardboard (NO GLASS) need to be carried down and placed into the recycle bins and should not be bagged.

ELEVATORS:

Please be considerate in the use of elevators. Don't put it on HOLD to get mail, etc., as others may be waiting.

If you are in the elevator and it should lose power – DON'T PANIC. After 20-30 seconds the elevator cab will lower itself to the ground and the doors will open. Once it reaches the ground – please call maintenance or a board member since the elevator may have to be brought back into service.

If, after 30 seconds, it does not lower itself – Press the "Push to Call" button on the bottom of the elevator keypad which will immediately connect you with a Delaware Elevator dispatch representative. They will call a repair tech and a board member who will determine if we need to call 911 or if we need to bring the elevator back into service to open the doors.

ELEVATOR PADS:

The use of elevator pads to protect the interior of the elevator car is extremely important. When the pads need to be installed to move furniture, appliances etc., please contact Maintenance at least 24 business hours prior to the move. At the time of requesting the pads please be prepared to tell Maintenance when they can be taken down. Also, when moving heavy items, please insure they do not exceed the elevator weight limitations (BOD). To request pads be put up, or to report movers not using pads, call (321) 345-3110 (Please Text or Leave Message).

ENFORCEMENT OF RHUM COVE RULES:

On rare occasions a unit owner violates a rule and gives indication that the violation will continue. In such cases, it is important that the Board's response be proportionate to the offense, be done in public, and be done according to pre-set standards. Appendix B, "Enforcement of Association Rules" is that set of standards (DOC). To report a rule violation please drop a note in the Rhum Cove mail slot (A building Electrical Room), use the form in the resident's section of the RhumCove.com website, or you may leave a message or send a text, to (321) 345-3110. Please include a photo, if possible,

ENTRANCE GATE - NORMAL/EMERGENCY OPERATION:

A call box is located by the front gate. Visitors and service professionals can use the call box touch screen to locate the owner/resident by last name in the Directory and then enter the corresponding four-digit number into the number pad. This will dial the phone number that has been programmed into the call box (land line or cell phone). The resident can then open the gate remotely by pressing "9" on their phone and then hanging up. You may wish to provide your unit's four-digit code to delivery people for faster access.

Each unit is also assigned a unique four-digit Entry Code (PIN) which will automatically open the gates without first dialing your Directory number. When entering on foot or bicycle, enter your unit's unique four-digit PIN code to open the gate. For the security of all, PLEASE LIMIT WHO YOU SHARE YOUR CODE WITH. This number can be changed if needed by contacting Maintenance. New residents need to contact the Board Secretary so that information at the call box roster can be updated. The MyQ Community App is also available to open the gates, create temporary codes, and view visitors who call you using the Directory. This App costs \$15/yr.

When exiting on foot, the gate may be opened manually by pushing the large green button on the right pillar, inside the gate. Since the gate is electronically operated, never pry the gate open or climb over the fence (BOD).

For residents hosting a special function, the gate can be locked open. Contact Maintenance or a member of the Board of Directors to make these arrangements in advance.

Remote controls can be made to open the gates which will then automatically close after 30 seconds. When leaving by car, a pressure pad sensor will automatically open the gates without a remote control. The gates will then close in 30 seconds.

In the event of an emergency requiring police, fire equipment, or an ambulance, the gate is equipped with an electronic sensor that opens it automatically for emergency vehicles. If possible, someone should be at the gate to direct emergency personnel to the proper unit.

EXTERIOR OF UNIT:

No live plants are permitted at the front door of the unit. However, up to two artificial plants are allowed. No plants, ornaments or other decorative objects are to be hung over the balconies, except holiday decorations. Any window coverings, which are visible from the outside, must be white, off-white or beige. The intent of these rules is to balance the unit owner rights for individuality while still maintaining the uniform exterior appearance (DOC).

Many units have security screen doors. The approved door is Bronze Sundowner #104 Venetian. They may be available from Home Depot. Before ordering, please submit door specs and plan using the Architectural Review Form.

EXTERMINATOR:

The condominium provides pest control service. Exterior treatment is performed on a quarterly basis (building perimeters, atriums, etc.). This prevents insects from getting into interior areas. Our lawn care service provides pest control and fertilization for our landscaping.

If pests are being seen inside units, garages and storage areas, please contact BioGreen at 321-222-3209 and schedule an appointment to have these areas treated. You will not be charged for this service. If you cannot be at home to allow access to your unit, and you have provided a key, please let maintenance know and BioGreen know to contact maintenance to gain access.

FEES FOR MAINTENANCE & GARAGE ELECTRICITY:

Maintenance fees are due on the first of the month. They may be paid monthly or annually, in advance. If the fee is not received by the tenth of the month, a 10% late fee will be imposed. It is requested that monthly fees be paid using your bank's automatic bill pay. You may also mail a physical check to the Association, or drop it off in the Association mail slot opposite the mail boxes in Building A (BOD).

If owners/residents plan to use ongoing or continuous garage electricity (freezer, refrigerator, dehumidifier, battery charger, leaving light always on, etc.) in the garage or storage area, there is an additional fee for the use of common electricity. Those doing this should send a \$72 annual check to the Association, marking it "garage electricity".

To charge an electric vehicle, please contact the Board or Maintenance for a meter which will provide a monthly electrical usage amount.

FIRE:

In case of fire - Call 911 and/or pull the alarm located on each floor near the stair wells, which will automatically notify the fire department. Become familiar with the locations of the alarm

boxes and fire extinguishers on each floor. In the event that evacuation is necessary, use the nearest stairway. DO NOT USE THE ELEVATORS. If hallway access is not possible, go to the balcony and wait for assistance.

FISHING PIER:

The fishing pier is for the exclusive use of unit owners, approved lessees, and guests when accompanied by a resident unit owner or lessee. Please keep the area clean of all trash. No boats may be tied to the fishing pier.

GUESTS:

Unit owners and lessees shall notify the Association, in advance, by written notice of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees (DOC).

The Board of Directors has issued owners wrist bands which all guests can wear while using Common Elements so the owner does not have to accompany the guest. The wrist bands are temporary and should be collected from the Guest before they leave. Please do not give these to outside individuals (BOD).

GRILLS:

The Palm Bay Fire Marshall has prohibited the storage or use of propane on balconies. Code states that charcoal and gas fired barbeque grills and heaters are prohibited on any balcony or under any overhanging structure. An electric grill is permitted on the balcony. Please use all safety precautions (B/PB/V).

A charcoal grill is located on the pool deck and is available to all residents. Those using the grill must provide the charcoal, use the grill away from the building and overhangs and clean the grill and pool deck area when finished. A bin is provided for charcoal disposal (BOD).

HURRICANE PREPAREDNESS:

A unit owner or lessee who plans to be absent from the unit during the hurricane season must prepare the unit prior to departure by removing EVERYTHING from the balcony and the front door entry area. Owners should designate a responsible firm or individual to care for the unit during an absence and furnish Maintenance or the Board of Directors with the contact's name and contact information. It is recommended that an emergency access key be provided to Maintenance when the unit will be empty for a long period. This would enable access in the event of a water leak, fire, or other emergency. Boat owners should be aware that if their boat or equipment causes damage to another boat or to the Association property, the offending

boat owner is responsible for the costs to repair such damage. Additionally, other unit owners may have grounds for suit. For more complete hurricane preparedness information, see the “Hurricane Guidance Document” in Appendix C (DOC).

HURRICANE PROTECTION HARDWARE:

HURRICANE SHUTTERS: White roll-down hurricane shutters are the only permanent fixtures allowed on Rhum Cove units. They must conform to the City of Palm Bay Building Code for Hurricane Protection. Each unit owner must get written approval from the Board of Directors for the contractor’s proposal, license and proof of insurance before installation.

TEMPORARY HURRICANE PROTECTION: There is a wide range of products providing such protection. Any supporting structure and/or modifications made to a unit’s outside walls or balcony, no matter how slight, must receive prior Board of Director approval. These products must also meet Palm Bay Building Code for Hurricane Protection. The Board will also need the contractor’s proposal, license and proof of insurance (DOC).

DO-IT-YOURSELF PROTECTION: The Rhum Cove Board of Directors does not encourage “do-it-yourself” protection against hurricanes. Plywood shutters do not meet Palm Bay Building Code for Hurricane Protection. Many other substitute materials and attachments also fail the standard. The written advice on how to make and attach them varies greatly from source-to-source. If they are used, the Board has a vested interest in protecting the building’s exterior from immediate damage or long-term weather damage caused by holes in the masonry. Masonry nails are prohibited. Anchors, anchor caps and screws are required and are supplied by Rhum Cove Maintenance (DOD).

INSURANCE OF UNIT:

The Association carries various types of insurance on the buildings and common areas. The owner is responsible for the interior of the unit, all personal property and all liability within the unit. It is recommended that owners carry a Homeowners Policy (DOC).

KEYS:

The unit owner is responsible for the keys to the unit, mailbox, garage closet and common areas. These are supplied by the previous owners. Keys to the common areas should not be distributed to non-residents. It is strongly recommended that Maintenance have a key to all units in case of an emergency. In the event that Maintenance must enter a unit for an emergency situation and a key is not available, a locksmith will be called and the door opened. The bill for these services will be sent to the owner. If an emergency dictates immediate entry

into the condo and a key is not available, the unit door will be forced or the window broken and any damages are the responsibility of the owner (BOD).

LEASING:

A new owner may not rent or lease their condominium until two years have passed since the date of closing. This rule shall not apply to new owners who acquire through transfer by inheritance (DOC).

A completed Rhum Cove New Tenant form must be provided to the Board Secretary prior to move in, a copy of which is in the back of this GTEL and available at RhumCove.com (BOD).

MAILBOXES:

Mailboxes are located in the atrium area of each building. Each owner/resident should receive two (2) mailbox keys. Mail is delivered each business day. If both keys are lost, go to the US Postal office at 4660 Lipscomb St., Palm Bay, FL 32905 to purchase new keys. The Association does not have a key to any mailbox. Arrangements should be made to have mail held or picked up by a neighbor for long absences. The mailboxes for outgoing mail are located on the north side of the atrium of each building.

MARINA:

Rhum Cove has a unique attribute in the PRIVATE marina. Many of Rhum Cove's rules are about keeping the exclusivity of this marina. Boats are assigned to specific, DEEDED slips, which can only be used by unit owners or residents. An owner cannot substitute their boat for the resident's. Unit owners and residents may not store or dock a boat within their slip that belongs to any non-resident of the Association. All boats must have current registration within a month of coming to the marina and maintain current registration and insurance for the boat while in the marina. This information along with contact numbers must be provided to the Board Secretary (DOC).

The owner or operator of a floating vessel or structure may not moor in the Rhum Cove Marina. Exceptions for floating vessels may be made by the Board of Directors, working with the Marina Committee. These exceptions are that the vessel will be moored in one of the slips suitable for the vessel's size; if it will be tied up to at least 4 pilings six feet off the mean water line which are independent from any Rhum Cove or owner's slip; and has a plan to remove the boat during a Hurricane Warning.

Boats must be kept in reasonable condition. There are specific rules about boat size included in the marina restrictions. Each unit has a designated, deeded boat slip. The sale or lease of boat

slips is prohibited except with the unit. Boat owner information is provided on the Rhum Cove Resident Contact List that is distributed by the Board Secretary on a quarterly basis.

Each owner or lessee may install one dock box in the designated slip area ONLY, not along the common walkways or sidewalks. The dock box must be entirely within the confines of the owner's slip and be constructed of white fiberglass material. The boxes need to be secured to the docks and the lids secured to prevent damage during high winds (BOD).

Boatlifts are permitted, but contractor qualifications and lift specifications must be approved in advance by the Marina Committee and Board of Directors. Owners are responsible for keeping their lifts and slips safe and in good physical condition. If this is not done, any rotted, unsafe equipment will be removed by the association or licensed contractor and the owner billed for the costs (BOD).

Resident Owners and tenants may loan their boat slip only to another resident owner or lessee - please contact the Board secretary with this information (BOD).

Guests are permitted to use a boat slip for a period not to exceed seven (7) days in any 30-day period (BOD).

No 'live-aboards' or persons who live or stay on any boat overnight are permitted (DOC).

Modifications to any piling, decking, or cat-walks must be approved in advance by the Marina Committee and Board of Directors (DOC).

This description is a synopsis of the Rhum Cove Marina Restrictions attached to the Declaration of Condominium. Questions or problems associated with the Marina may be directed to the Board of Directors or the Marina Committee.

MARINA GYM BUILDING:

The Marina Gym Building is for the exclusive use of unit owners, lessees, and guests. This building has restrooms, the maintenance office, and the gym. Anyone using the gym must be at least 21 years old or accompanied by a resident at least 21 years old. Please set the air conditioner to 78 and turn off fan, lights and TV when leaving the Gym. (BOD).

NEW RESIDENTS' REGISTRATION:

It is important for the Board of Directors to know when new residents move in. The unit seller, or a representative, is charged with delivering a set of "Declaration of Condominium" documents to each new owner and for providing a copy of the GTEL. A new unit owner is responsible for filling out the form which is located in the back of this guide and sending it to the board Secretary (rumcoveinfo@gmail.com) before closing (DOC).

If the new resident is leasing, unit owners are responsible for tenant compliance and should explain all the pertinent rules in the DOCS and GTEL and should leave a copy of the documents with the tenant. The unit owner must fill out and submit the Rhum Cove New Tenant Form to the board Secretary (DOC).

All new residents should have in their possession the following:

1. Key to the unit and storage room.
2. Key to the mailbox.
3. Key to the common areas: pool, club houses, tennis court and the garage.
4. Remote control for front gate and unit garage.
5. Property Deed and Title Policy.
6. Copy of the Declaration of Condominium and By-Laws Documents.
7. The current "Guide to Easy Living" document.

* For renters, the owner should furnish items 1,2,3,4, and 7.

NOISE:

Noise is an infrequent but sometimes irritating problem. With 72 individually owned units, there is noise from many areas such as unit balconies, loud TVs and Music, Pets, boats, the pool area, and other common elements and locations throughout the community. Please be considerate of all neighbors.

The Palm Bay Noise Ordinance (Chapter 92) notes that "It shall be unlawful for any person to make or continue, or cause to be made or continued, any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others." ('74 Code, § 1434) The ordinance prohibits loud noises such as yelling, music, and TVs between 11:00 PM and 7:00 AM. Contact Palm Bay Police Non-Emergency: (321) 952-3539 to report a noise violation.

In addition, Rhum Cove has a fair amount of remodeling occurring at any given time. Vendors and DIY owners should refrain from making noise inside or outside of units before 8:00 AM and after 5:00 PM, Monday through Saturday and should not make noise at any time on Sunday. Please be considerate of all neighbors (BOD).

PARKING:

Each unit has two parking spaces assigned, one outside and one in the garage. Park only in the designated parking spot assigned to the unit and/or in the designated garage. Extra and commercial vehicles are to be parked outside the gate. Guests should park only in designated visitor parking spots not to exceed seventy-two (72) hours (BOD).

Year-round residents often make provisions to use “snow-bird’s” spaces for extra parking and coordinating with them is encouraged, especially as to return dates. Boat trailers and RVs are permitted in parking spots outside the gate for forty-eight (48) hours in any one-week period only and then must be removed from the premises. Specially marked Handicap Spaces are located in front of each building near the elevators for handicap visitors. State handicap parking rules apply to these spaces (BOD).

PETS:

No unit Owner may keep any pet or other animal in or about the Condominium Property except for fish and/or not more than one (1) dog or two (2) cats not to exceed 15 pounds in weight. The right to maintain a pet is subject to the conditions hereinafter set forth and is subject to revocation and termination at any time by the Condominium Association upon its sole determination that a pet is either vicious, or is annoying other members, or otherwise a nuisance, or upon failure of an owner to comply with these rules and regulations:

- i. While outside the unit, all pets must be on a leash and under full control at all times.
- ii. Pets must not be curbed (allowed to defecate without picking it up) in or near the building, walkways, shrubberies, gardens or any other public places including the pool and Marina area.
- iii. Each Unit Owner shall assume full responsibility for any damage to persons or properties caused by his pet, and in the event the pet shall defecate in a garage, elevator or any other public area, it is the owner's responsibility to remove the same.

Guest pets must be kept on a leash at all times while outside the resident’s unit. Owners will be held responsible for any damage or nuisance caused by their own or a guest’s pet. Pets are not allowed inside the club house, marina building, or pool area (BOD). See also ASSISTANCE ANIMALS section.

PLUMBING:

Residents are responsible for plumbing upgrades and repairs within their unit. Rhum Cove Maintenance may be able to repair minor items such as toilet flappers and leaking sink washers. Please fill out a Work Order Form located on the Clubhouse bulletin board. Anything beyond a minor repair will need to be referred to a plumber (BOD).

RENTALS:

Please refer to Appendix D of this document for unit rental regulations (DOC).

ROOF:

The roof is maintained by the Association and is off limits to everyone except authorized personnel. The roof entrance is kept locked. Each unit's air conditioner unit is located on the roof and any maintenance work must be coordinated with Rhum Cove Maintenance in advance (BOD).

SECURITY / POLICE

Rhum Cove does not employ security personnel. The police and the Rhum Cove Board do not recommend getting involved in potentially volatile situations. Please let the police handle these issues. In the event of an emergency, please dial 911. If it is a non-critical issue such as excess noise, disorderly behavior, vandalism, trespassing, etc. please call the Palm Bay Police **Non-Emergency number: 321-952-3456**. It is recommended that you put this number in your smartphone contacts so you have it with you around the property (BOD).

SERVICE PERSONNEL:

Unit owners are responsible for any vendor service personnel called onto the premises. Owners/residents must make arrangements for elevator pads, if needed, and service truck entrance through the gate. Service personnel must park in visitor parking or in the unit space and can only work between the hours of 8 am and 5 pm. Owners are responsible for any damage, trash, or cleaning of common areas and the elevator that may occur as a result of service personnel (BOD).

SPECTRUM CABLE TV & INTERNET ACCESS

Rhum Cove is part of the "Spectrum™ Community Solutions" program. Residents enjoy high speed internet in their units, around 200 basic TV channels, and Guest internet access for their unit and in select common areas.

New residents should contact the Board Secretary to request a WIFI access email. The email includes a link that will provide a private passphrase to access WIFI. For devices with a browser-based log in, simply find your SSID (RhumCove_Unit#_A_WIFI) and enter your passphrase.

You will see multiple network SSIDs per unit (one per bedroom). You would use the additional ones for rentals or families that wish to have multiple private log ins.

Each unit also has the Guest SSID so you can allow visitors to access WIFI without having to share your password. The password for the SSID Guest_RhumCove is: rhumcoveguest (one-word and lower case)

NOTE: The regular Spectrum support call center does not provide support for Spectrum Community Solutions sales, technical questions, or hardware issues. Please call Spectrum Community Solutions at 1-855-895-5302 for questions or support.

Please Note: Contact or visit a Spectrum location to receive two cable boxes (additional cable boxes and DVRs are extra). When moving you must return this equipment to Spectrum.

SQUIRRELS:

The feeding of squirrels by residents and guests is discouraged. The squirrels in Rhum Cove can become a nuisance and food left for them may also attract rats. There have been cases where rodents have nested in cars and boats and chewed wiring, as well as causing other damage (BOD).

STAYING INFORMED:

All Board of Director meetings have a time allocated where unit owners/tenants are encouraged to ask questions or state opinions. Board members are approachable for questions during the rest of the month via e-mail or phone calls during normal business hours. In addition, monthly finance reports are accessible to unit owners by contacting the Board Treasurer.

There may be unit-owner questions that require more time. In rare cases, a unit-owner may wish to challenge an official position of the Board. The Condominium Act (Florida Statute 718) defines a set of documents that each condominium must have on file, and unit owners may inspect these documents. Since Rhum Cove is a member-managed condominium association with no professional management staff, several provisions are in place to make this workable for all involved.

- a) A BOD member must be present for any review. Rhum Cove documents must always stay within BOD control. One review per month is allowed per unit.
- b) A unit owner can make an appointment convenient to them and to the BOD.
- c) The maximum time for review shall be one 4-hour period. If this is insufficient time, one more appointment can be made for another 4 hours and count as the same review.
- d) Copies can be made at the owner's expense. For large numbers of copies an arrangement can be made for Board controlled copying, at cost.

STORAGE ROOM & GARAGE:

Storage rooms are located in each garage and may have association utilities (pipes & electric). Do not hang items from these pipes and please provide a key to Maintenance for your closet to avoid damage in the case of emergency access. Storage of gasoline or any other flammable material is prohibited (DOC). Your assigned garage space is a Limited Common Element which is shared equally by others in your stack. Each unit is entitled to $\frac{1}{4}$ of the floor space which typically falls within an inch or two of the expansion joints on the floor.

SWIMMING POOL & SPA:

The heated and cooled swimming pool is for the exclusive use of unit owners, approved lessees, and guests accompanied by an owner or lessee. For safety reasons, the pool gates are to be kept closed at all times. There is also a hot tub, outside shower, indoor sauna, and restrooms with showers. The hours for use of the pool and spa areas are from 6:00 AM to 11:00 PM. Regulations regarding the use of the pool are posted at poolside. Those using the pool or hot tub are asked to use the outside shower on the South side of the clubhouse before entering the pool (BOD).

TENNIS / PICKLE BALL COURT:

The tennis court is for the exclusive use of unit owners, approved lessees, and guests accompanied by a resident owner or lessee. The common area key will open the gate to the tennis court. The court can be lighted for evening use by turning the manual timer to the on position. Tennis court hours are from 7:00 AM to 10:00 PM. Under no circumstances should the court be used for anything but tennis and pickleball. No skateboards, bicycles, skates, pets, etc. are permitted. Only tennis shoes/sneakers should be worn on the court (BOD).

TWO BEDROOM UNIT BATHROOM SHOWER DOORS

In two-bedroom units, the shower in the master bathroom has a sliding glass door that leads to a small patio that may have a private hot tub. Unit owners are allowed to replace this door with a window/lower wall combination. Replacement of existing external shower doors with new shower doors of original design is also permitted. The Board & Architectural Committee must be contacted prior to making these changes to approve the new door or window style (BOD).

WRISTBANDS FOR UNACCOMPANIED GUESTS

The Board of Directors has issued owners wrist bands which guests can wear while using Common Elements so the owner does not have to accompany the guest. The wrist bands are temporary and should be collected from the Guest before they leave. Please do not give these to outside individuals (BOD).

APPENDIX A

RHUM COVE COMMITTEE FORMATION & OPERATIONS

Basis of Policy: The Rhum Cove Association (hereafter called the Association), through the Rhum Cove Board of Directors (hereafter called the Board) has the following rights derived from the Rhum Cove Association By-Laws:

“Section 6.16 (i) Promulgating Rules. To make reasonable rules and regulations for the use and occupancy of Units and the use of Common Elements.”

“Article IX Rules and Regulations. Section 9.2 Adoption. The Board of Directors may, from time to time, adopt additional Rules and Regulations and Marina Restrictions which supplement or supplant those set forth in the exhibits and which, unless invalidated pursuant to 9.3 (Repeal) shall become effective thirty days from the date of the respective adoption by the Board.

Guiding Policy: It is the underlying policy of the Board that all committees serve as dependent groups directly under Board authority. A committee can 1) advise the Board of necessary rules and regulations, 2) make suggestions to the Board in the area of focus, and 3) coordinate Unit Owner volunteers in the implementation of Rhum Cove “self-help” work. The contracting of any service, purchase of any good, or action in any manner which causes the expenditure of condominium funds requires the expressed written consent of the Board. No actions shall be taken related to directing or managing subcontractors, posting notices (except for meeting notices), or contacting unit owners in any way without expressed written direction of the Board. All actions that require approval or waiver by the Association are also retained powers and shall be shared with the Board via committee recommendation.

Primacy of Committee: In its focus area, the committee shall serve as the primary agent for the functions cited above. Unit Owners shall, as a general practice, make inputs to the committee and work under its direction in matters involving its focus. This should not be interpreted as infringement of a Unit Owners right to speak freely on any subject at the Board meeting.

Annual Establishment of Boards: Each new Board shall have the right to approve membership and leadership of committees. A Board member will be assigned as a lead for each existing committee and discuss recruitment, leadership, and committee emphasis for the upcoming year. The visiting Board member will then bring a recommendation for these three areas to the whole Board for purposes of ratifying its charter for the next year.

From time to time, the Board may authorize a budget sum to be spent by a committee for a specific purpose. In such case, the committee chairman can delegate a member to make the purchase(s) and to bill the Association.

Condominium Act Restrictions: The Condominium Act, Section 718.112 (2c) requires that committees must act under the rules established for Board-of-Director meetings. Specifically, this means that those committee meetings shall be open to Unit Owners and a notice with agenda must be placed on the bulletin board 48 hours in advance.

Grievance / Fining Committee: The only committee that is required by Florida law is the Fining or Grievance Committee. Fines or suspensions may only be imposed after the association provides 14-days written notice to the owner, occupant, licensee, or invitee to be fined or use of common areas suspended, and they must be provided an opportunity for a hearing before the Grievance / Fining committee. Per Florida law, this committee consists of at least three owners and cannot be comprised of board members or spouses or relatives of board members in order to maintain its independence from the board.

Marina Committee Charter: The Marina committee has an important coordination role for the Association and Unit Owners are encouraged to discuss individual situations before making important decisions like purchase of a boat. Marina rules, while consistent in philosophy, may need to be tailored to individual Unit Owner slips. For example, the general principle concerning not impeding another slip owner's water access must be interpreted according to slip position and boat size. Erection of a boat lift requires approval by the Board of Directors. In all cases, the final authority for rules and waivers is the Board, not the marina committee.

Finance / Reserves Committee Charter: The Finance Committee shall advise the Board in three areas: 1) general budget planning, 2) adequacy of reserves, and 3) investment of Association funds. Because of its importance to the well-being of the Association, this committee shall be chaired by the Treasurer.

Landscaping Committee Charter: The Landscaping Committee shall advise the Board on landscaping, make budget recommendations, and coordinate the efforts of volunteer labor in this area. All proposed actions of the landscaping committee must be presented to the Board and approved, prior to enactment. No removal, replacement, or changes in the landscaping can be performed without Board approval. At a minimum, there shall be one person from building A and one from B on the committee with a Board member as lead. As a part of the coordination process, the committee shall make a master landscaping plan.

Unit Owners who wish to volunteer time or resources (plants, fertilizer, etc.) do so under the following conditions:

- 1) Plant types & location must be approved by committee chairman (Board member)
- 2) Once planted, donated plants are the property of the Association
- 3) Plants cannot be pruned or removed without committee chairman OK
- 4) No Unit Owner will direct any effort of the landscaping contractor.
- 5) No Unit Owner can bill the Association for purchase of plants or materials without specific Board approval, passed down through the landscaping committee.

From time to time, the Board may authorize a budget sum to be spent by the landscaping committee for a specific purpose. In such case, the committee chairman can delegate a member to make the purchase(s) and to bill the Association.

Architecture and Physical Plant Committee. The Board reserves the right to serve as a “committee-of-the-whole” in the above areas. Typically, decisions in these areas (roof replacements, marina dredging, water valve replacements, etc.,) affect significant parts of the budget and warrant this higher visibility by the Board.

Rules Committee. The Rules Committee shall review the Guide to Easy Living and Rules that were established in the Association Documents to provide the Board and Association with suggestions on rule changes, new rule creation, and making sure that rules do not conflict with association documents.

Other Committees, as needed: From time to time, other committees may be formed. This will be done under Board sponsorship. In each case, a Charter paragraph will be added to this instruction.

APPENDIX B

ENFORCEMENT OF THE ASSOCIATION'S RULES

Introduction: The Board of Directors may at times be called upon to enforce the rules of Rhum Cove. This guide is written to provide a process that is fair, impartial, and measured (DOC).

Basis of Enforcement: The Rhum Cove Association (hereafter called the Association), through the Rhum Cove Board of Directors (hereafter called the Board) has the following rights derived from the Rhum Cove Association By-Laws:

“Section 6.16 (g) Enforcement of the Association’s Rights. To collect delinquent Assessments, by suit or other reasonable means, to abate nuisances, to enjoin members from violating the Condominium Act or the Condominium Documents and to fine them or seek damages from them if they do so.”

“Section 6.16 (i) Promulgating Rules. To make reasonable rules and regulations for the use and occupancy of Units and the use of Common Elements.”

“Article X Default Sections 10.1 (providing for establishing liens for assessments and interest for late charges), Section 10.2 (Enjoining a member from continued violation of Declaration or By-laws and attendant recovery of court costs), and Section 10.3 Covenant of members to not impede businesslike operation of condominium.

Section 16 (d) No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, the Condominium Documents or any rules and regulations adopted pursuant thereto shall not constitute a waiver of the right to do so thereafter.

Enforcement Policy: It is the underlying policy of the Board that enforcement of rights should begin with the most minimally coercive steps possible and only escalate to the degree necessary. To this end, the Board tailors its response depending on seriousness of violation, need for rapid resolution and violator history with Rhum Cove violations. Enforcement normally begins with informal communication and can proceed to formal notification of defect and then to legal remedies. In the larger picture, the Board shall continually review its enforcement steps to insure equal treatment of all Unit Owners, Lessees and Guests. The Board is not required to ignore a history of confrontation with a Unit Owner, Lessee or Guest towards Association rules, management personnel or the Board in selecting its enforcement options and especially escalation steps.

Methods of Enforcement: The method of enforcement varies depending on the violation. Abatement of a nuisance, for instance, requires different steps than collection of a delinquent assessment. Methods of Enforcement used by Rhum Cove can include:

- Informal Board Contact
- Formal Written Notice Fine Assessment
- Remedy for Default in Paying Assessments Mediation/Arbitration
- Court Litigation

These procedures shall be invoked singly or in a sequence of increasing severity upon the discretion of the Board. Nothing in this operating procedure should be construed to require the Board to use every step in the above sequence.

Informal Board Contact. The Board shall generally attempt to inform perceived violators of the specific violation and request explanation, remedy or abatement. If the perceived violator is a lessee or a guest, this first notification may also be conveyed to the Unit Owner. This communication can be person-to-person, by e-mail, or by letter.

Formal Written Notice. The Board may vote at a duly notified meeting to write a formal letter to notify the Unit Owner or lessee responsible for the perceived violation. This letter will be attached to the minutes of the Board meeting. The letter shall include the specific allegation, specific document section citing rule, remedy or abatement judged necessary by the Board, potential fine or action, and deadline by which the violation should be corrected.

Fine Assessment. The Board has the authority to fine a Unit Owner under paragraph 718.303 (3) of the Condominium Act as empowered by Section 6.16 (g) of the Rhum Cove condominium By-Laws. Fines are to be principally used to abate repeated nuisances, and to enjoin members from violating the Condominium Act or the Condominium Documents when informal contact and formal written communications have not been effective. The violator has the right to appeal the fine to the Rhum Cove Condominium Association Grievance Committee.

Continued efforts by a Unit Owner to raise different points shall be evaluated on merit but cannot be used to “stop-the-clock” leading to levying a fine. The Condominium Act, Section 718.303 (3), contains specific limits on fines and required procedures which shall be adhered to by this Board.

Each Unit Owner so notified has the right of a review by a Grievance / Fining Committee of Unit Owners within 14 days of receiving the letter. Reasonable efforts to accommodate the Unit Owner schedule shall be made by the Fining Committee, including conference calls for absentee Unit Owners. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved

and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

Fining Process

1. Informal Communication with the violator (and unit owner if violator is a renter)
 - a. Notify Grievance Committee
 - b. Include in letter to owner and committee:
 - i. Description of the violation,
 - ii. Authority in governing documents to cite the issue as a violation,
 - iii. A picture (optional),
 - iv. The required timeframe to correct the violation
 - v. Next steps if violation is not corrected:
 1. At an upcoming duly notified board meeting the board may vote to send a formal Letter outing violation, a fine, and fining process.
 2. Violator can appear at board meeting or would have 14-days from the formal letter to be heard before the grievance committee
2. Vote at a duly notified Board Meeting to send a formal letter outlining the fine and fining process to the violator (and owner if violator is a renter).
 - a. Description of the violation,
 - b. Authority in governing documents to cite the issue as a violation,
 - c. A picture (optional),
 - d. The required timeframe to correct the violation, and
 - e. Disclosure of his/her 14-day right to be heard before the grievance committee (14 days from the receipt of registered letter).
 - f. Attach letter to the official Meeting Minutes
 - g. Alert fining committee of the Formal Letter and the potential for an upcoming hearing.

Violator has an Opportunity to Meet with the Grievance Committee

- a. If the Violator meets with The Grievance Committee: The Committee Will Provide a Recommendation to approve or decline the fine or action within 10 Business Days to the Board
- b. If the Violator does not meet with the Grievance Committee within 14 days: The Committee Will Provide the Board its recommendation to approve or decline the fine or action
- c. Once the Board receives the recommendation, it must decide on an action and notify the violator of the fine.
- d. Fines are due within 5 days of the notice. Failure to pay a fine within 90 days may lead to loss of voting rights and/or the use of common elements (not including garage or parking) and potential collection proceedings.

Damage Assessment. Upon ascertaining that a Unit Owner, Lessee, or Guest has damaged common property, the Board shall elect one of three approaches. First, it may notify the Unit Owner of the damage and work out a plan to repair the damage mutually agreeable to all parties.

Alternately, it may choose to repair the damage and bill the responsible Unit Owner for all costs incurred. If the Board chooses to repair the damage itself, it shall bill for all materials but not bill for any other Unit Owners' work. The Board may also choose to contract to have the work done. If this work is done by the Association's paid employee, the work shall be segregated and separately billed to the Association at the prevailing hourly rate. The choice of the three options is solely the discretion of the Board. If the Board seeks money damages from a Unit Owner, the basis for the bill shall be detailed and supporting documentation shall be attached to a letter. This letter shall be sent to the Unit Owner's address of record through the US Post Office.

Remedy for Default in Paying Assessments. Article X, Section 10.1 Default in Paying Assessments of the Rhum Cove By-Laws covers this case. Among those provisions is a 10% late charge for each late or missing payment and recovery of reasonable attorney fees if necessary.

Mediation/Arbitration. The Condominium Act, paragraph 718.1255 "Alternative dispute resolution, voluntary mediation; mandatory nonbinding arbitration; legislative findings" list a procedure for use by both the Association and Unit Owners short of court litigation. It is inexpensive (\$50 filing fee) and provides substantial legal remedy. In the ultimate case, mandatory nonbinding arbitration allows the legal staff of the division to issue a judgment. While this does not limit either party from then going to court, it establishes a state supported position favoring one party over the other that has a degree of legal status.

The Association may use this method. Unit Owners are encouraged to also choose this method before choosing litigation. If this action is contemplated, contact a Board member who shall provide a copy of the cited paragraph and a way of reaching the proper division at the State.

Court Litigation. As a last resort, the Association shall invoke court litigation. This process includes placing a lien on property, independent action by the Association, and direct action stemming from a positive judgment from an arbitration and unwillingness of the Unit Owner to comply.

Debt Recording. In cases where a Unit Owner continues to owe the Association money, a file shall be kept for the duration of that ownership, for potential consideration of legal action at a future date. While the Condominium Act provides that fines are not lienable against Unit Owner property, other litigation opportunities are not ruled out.

Reasonable Attorney Fees. Article X, Section 10.2 Other Violations of the By-Laws retains the right of the Association to recover reasonable attorney fees for any legal remedies it pursues.

APPENDIX C

RHUM COVE HURRICANE GUIDANCE DOCUMENT

Three groups at Rhum Cove have overlapping responsibilities during a hurricane. These are the Board of Directors, the Operations Team, and Residents. The Operations Team consists of the Board member or members responsible for daily operations in Rhum Cove plus paid Maintenance employees. The term “residents” refers to all people living in Rhum Cove at the time of a hurricane.

This includes owners, renters, and guests. This document describes the expectations for each group. The hurricane season runs from June first through the end of November each year.

PRIMER FOR NEW RESIDENTS.

The Saffir-Simpson Hurricane Wind Scale is a 1 to 5 categorization based on the hurricane's intensity at the indicated time. The scale provides examples of the type of damage and impacts in the United States associated with winds of the indicated intensity. The following table shows the scale broken down by winds:

<u>Category</u>	<u>Wind Speed (mph)</u>	<u>Damage</u>
1	74 - 95	Very dangerous winds will produce some damage
2	96 - 110	Extremely dangerous winds will cause extensive damage
3	111 - 130	Devastating damage will occur
4	131 - 155	Catastrophic damage will occur
5	> 155	Catastrophic damage will occur

Associated with a hurricane is a phenomenon called “Storm Surge”. Inside the hurricane, the ocean actually “bulges” up and causes high water, above any of the tide effects also occurring. During previous major hurricanes, the water level rose 2 feet above the marina docks.

Rhum Cove resident buildings are solidly constructed and the roofs are inspected and repaired each year. However, there are no guarantees that damage will not occur, especially if a major hurricane hits (category 4 or 5). Chances of damage to units is reduced if hurricane shutters are installed to protect windows and doors. Shutters are installed at individual unit owner's expense, but must first meet a Board of Directors approval process.

The most basic issue residents must decide is whether to evacuate for the hurricane or to prepare the unit and remain here. If residents choose to leave, they need to do so as soon as evacuation orders are in place to avoid the heavy traffic. For those with special needs, consider

the potential conditions at Rhum after the hurricane passes. There may be no electricity, meaning the elevators will not work; there may be high water and downed power lines. Residents who opt to evacuate need to take precautions about protecting their property.

Once a decision has been made, be sure to notify someone out of the hurricane zone of your plans. The loop is then closed by sharing those plans with Rhum Cove neighbors and the Board, on our community bulletin board or by email and phone.

Concluding this primer is a thought about what to expect. The state of Florida has a map of wind zones defining minimum building code requirements. Rhum Cove is in the 120 MPH zone, meaning a mid-level category 3 hurricane is all that builders must adhere to. Ultimately the decision to go or stay is a personal one.

ACTIONS:

With the exception of the June Actions, the actions outlined below are matched to the phase of the hurricane.

ACTIONS FOR JUNE OF EACH YEAR:

Board of Directors actions:

1. Ensure that all residents have a copy of this document.
2. The Board shall review this document yearly to ensure that it is up-to-date.
3. The Board shall review its unit owner contact list to see it is current.
4. Part of each June regular board meeting shall address hurricane preparedness.

Items to be discussed will be:

- a. Who are the residents who plan to stay at Rhum Cove?
- b. Who has special skills or equipment?
- c. Who are the special needs people staying? Board to assign a liaison member to coordinate any help needed.
- d. Prepare a list of "safe-haven" units in each building.
- e. Is the marina ready for a hurricane? Operations Team

Actions:

1. The roofs will be inspected. Tie-downs on air-conditioning units will be checked.
2. Roof drains and swell culverts will be cleaned out.
3. Accumulations of wood, trash, or other items will be cleared.
4. Resident garage doors and building trash doors checked.
5. West side fence inspected and repaired. Residents Actions:
 - a. Hurricane shutters should be lowered and raised to prove operability.
 - b. Generators should be operated and readied.

- c. Residents should consider taking a pictorial inventory of boats, lifts, and condo contents.

ACTIONS DURING A HURRICANE WATCH:

A hurricane watch means a hurricane is possible in the area, generally within 36 hours. Keep listening to NOAA weather radio, local radio or local television for updated information. Hurricanes can change direction and speed, and they can gain strength very quickly. It's important to keep informed of weather updates several times a day.

Board of Directors Actions:

1. The Board will post a watch notice on the bulletin board and by email.
2. All items from June will be reviewed again in an emergency Board Meeting.
3. The Board will put a sign-up list on each bulletin board for those who plan on staying. These residents are to put names, unit number phone, and cell phone on the list.
4. A separate list will be posted for those who are leaving and will require information on resident evacuation destination, a contact who knows of this destination, and a contact phone for the resident evacuee.
5. An email message will be sent to all absent unit owners about the watch. They will be encouraged to have a friend keep an eye on the empty unit.
6. A marina walk-around will be conducted and loose material moved or secured. Boat owners will be notified if boats or lifts need securing.
7. The Board liaison to special needs residents will make contact with them.

Operations Team Actions:

- a. Emergency lights and phones in elevators will be checked.
- b. Lights and signs will be secured.
- c. Gate and fence around lift station will be checked.
- d. Pool equipment will be tied down.
- e. Marina area decking will be cleared.
- f. A and B building halls and stairwells will be checked and cleared of all items not removed by the residents.
- g. All service and clubhouse doors will be checked.

Residents Actions:

1. Buy a week's worth of non-perishable food especially bottled water for drinking. Have matches, candles, batteries, battery-driven radio, reading material, and other items to be self-sufficient for a week.
2. Get necessary food and supplies for pets. There are certified hurricane shelters for pets in town. Plan and reserve early.
3. Locate the homeowner's insurance policy.

4. Secure boats high on lifts.
5. All loose equipment should be out of boats; boat canopy tops should be tied down or removed.
6. Check to ensure that automatic bilge pumps are working.
7. Ensure any prescription medications are filled with enough to last a week.
8. Exchange cell phone numbers with other residents who will be staying in the building.
9. The Unit Owner bulletin board can be used as a community message board at any time after a hurricane watch is called.

ACTIONS DURING A HURRICANE WARNING:

A warning means sustained winds of 64 knots (74 mph) or higher associated with a hurricane are expected in a specified coastal area in 24 hours or less. A hurricane warning can remain in effect when dangerously high water or a combination of dangerously high water and exceptionally high waves continues, even though winds may be less than hurricane force. If told to move to a shelter or evacuate the area, do so immediately.

BOARD OF DIRECTORS ACTIONS:

1. A warning message will be put on bulletin boards and sent by e-mail.
2. Final check of boats in marina
3. Power will be turned off for the marina.
4. Board will confirm "safe havens" and names of residents who can help after the hurricane passes.
5. Last minute check with each "special needs" resident should be made by Board liaison.
6. Board will post cell phone numbers for Board members on bulletin board.
7. Park elevators on 4th floor when winds exceed 40mph. Turn off power.

OPERATIONS TEAM ACTIONS:

1. Store pool furniture and trash cans in clubhouse.
2. Turn off pool and spa electrical equipment.
3. Install hurricane panels on Clubhouse and Marina Building.
4. Tie down storage bins.
5. Empty clubhouse refrigerators.
6. Turn off three irrigation systems.
7. Secure pump house covers.
8. Close gate valve on water line from two wells.
9. Secure recyclable containers in dumpster area. Doors 2/3 shut.
10. Power to atrium fountains off.
11. Flag lowered.

12. Tennis court net, benches and loose items removed.
13. Boat wash turned off in marina.
14. Car wash trash cans and hoses removed.
15. Turn water valve off to marina bathrooms. (Valve in west end of A building)

RESIDENTS ACTIONS:

1. Charge cell phones and any other electronics that may be needed.
2. Bring everything in from balconies.
3. Fuel automobiles; get gas for generators.
4. Find empty garage for second car or park parallel to garage door if available
5. Get cash from bank.
6. Get extra ice.
7. Clean out refrigerator.
8. Fill bathtub with fresh water. Have a large bucket for use after the hurricane to flush toilets with the bathtub water.
9. In the event that residents must leave the unit during the storm, prepare in advance where to go! Close up as much as possible, shut off the water, and pull the circuit breaker.

POST- HURRICANE ACTIONS:

Remember that if the eye of a hurricane passes overhead, it will seem as if the storm is finished for a brief time- it will return with great force. Once the storm has moved away completely the following will take place.

BOARD OF DIRECTORS ACTIONS:

1. Walk all floors of buildings A and B as first order of business.
2. Check for electrical lines, flooding, or other dangers.
3. Check roofs and A/C units.
4. Post warnings on bulletin boards or in elevators, as appropriate.
5. Check on "special needs" residents.
6. Turn on elevators, if safe.
7. Unlock the clubhouse for use as community gathering site.
8. Set up "needs" list for residents sharing supplies.

OPERATIONS TEAM ACTIONS:

1. Maintenance team members check-in with Board President to coordinate return to work date and time.
2. Other actions, as assigned.

APPENDIX C (B) – HURRICANE GUIDANCE BOAT OWNERS

RHUM COVE HURRICANE GUIDANCE DOCUMENT FOR BOAT OWNERS

Our location here on the Space Coast exposes us to the effects of tropical storms and hurricanes (hereon referred to as “storms”) even when they don’t hit us directly. Large storms can have a wind field hundreds of miles wide which means we can get significant effects from a storm that doesn’t hit us directly.

History and experience have shown that the Rhum Cove Marina may not be the safest place to keep your boat during a storm. As the intensity of storms increase, so does the risk for boats.

You, the boat owner, are responsible for the safety of your boat during a storm. You are also responsible for ensuring your boat does not damage the Rhum Cove dockage, other slips or other boats in the marina. Rhum Cove requires that boats not on a lift be removed from the marina during named storms. It is also recommended that boats on lifts should be removed if at all possible.

The Risks to Boats in the Marina

All boats in the Marina are subject to risk during a storm.

The biggest threats to your boat and the marina include:

- **High Wind** – this is obvious as that is the definition of a tropical cyclone.
- **Waves** – wind as low as 40-60 mph can create 4 foot or higher waves that come into the marina especially when the wind has any Easterly component.
- **High Water Levels** – the wind can push the water (surge) into the marina, and stormwater drains and runoff from the parking lot and surrounding area can add even more water to the marina basin during rain. Add to that the fact that the Indian River is a major watershed for this area which means all of the rain will eventually make its way to the river from the various creeks, rivers, and storm water drains driving up water levels until it has had the opportunity flow out the coastal inlets (Sebastian, Ft Pierce, etc.) into the ocean. Rhum Cove marina has seen water levels as high as 2 feet ABOVE the dock during past storms and the potential exists for it to be even higher under the right conditions (high tide, massive rainfall, high wind, slow moving storm)

Many boating authorities and boat lift manufacturers recommend that you do not leave a boat on a lift during a storm because lifts and lift pilings can fail under storm conditions. Proper sized pilings in good condition can help prevent this. Unfortunately, if you have no place to move the boat to or don’t have a trailer (the best solution), the lift may be the only place you can keep it.

Make sure you have a good written hurricane preparation plan with a checklist. If for some reason you can’t be here to secure your boat, a written plan will be helpful for someone else to secure your boat for you. Make sure you have a designated alternate who understands how to secure YOUR boat just in case.

Following are recommendations for securing your boat on a lift in the Rhum Cove marina during storm conditions. If you aren't sure how to secure your boat, or need help, please speak up and ask for help even before hurricane season begins.

Preparing Your Boat Before a Storm:

Each boat on a lift in the marina needs to provide a written Hurricane Plan to the Marina Committee for review by June 1st annually. This will contain the specifics on how you plan to secure your boat and dock area for a hurricane, who will do so if you are not in town or if you will be removing your boat from the marina and when. Boats not on a lift must be removed from the marina.

1. Be prepared for a storm before you HAVE to be. Buy all of the things you will need to secure your boat before the beginning of hurricane season (June 1). Inspect all ropes, ratchet straps, etc. and make sure they are in good condition and are the proper size. Your boat's cleats should also be inspected to ensure they are in good shape if you plan to use them to secure the boat in the lift.
2. Secure the boat early in the storm warning window. Four or five days before a storm is forecast to hit the area, the weather is still usually very nice (no rain, no wind). Don't wait until the wind starts to increase or the rain starts to fall. Securing a boat for a storm is a lot of work, but will be even harder and more miserable in the wind and rain. Plus, the marina electric will be turned off prior to the storm landing in anticipation of high-water levels that can put the electrical pedestals under water. Make sure your lift is at the proper level before the power is turned off.
3. Reduce windage by removing Bimini tops/canopies, sails, or anything that adds to the amount of area presented to the wind. Bimini top frames/rails that are of a light construction (aluminum) should also be removed as the wind can damage these or tear them loose from the boat.
4. Remove anything that isn't bolted down which could come loose and cause damage to other boats, piers, cars in the parking lot, or the buildings. Also consider removing things that ARE bolted down if it helps reduce windage.
5. When securing the lift to your pilings, tie the rope high enough so that the force on the piling is pulling downward or horizontal on the piling. Avoid tying to a piling such that the rope is pulling up on the piling at a sharp angle as this can cause the piling to lift.
6. **Do not tie your boat or lift cradle to any pilings other than your own.**
7. Do not in any way tie such that your lines/straps could interfere with another boat.
8. Remove dock boxes. Dock boxes have a considerable amount of windage, plus they also float which puts upward stress on the dock boards when the dock and dock box goes under water.
9. Remove everything from the dock and finger piers and store in your garage including extension cords, garden hoses, boarding steps, etc.

10. Fully charge batteries before the storm. The marina electric will be turned off prior to the storm landing in anticipation of high-water levels that can put the electrical pedestals under water.

11. Test bilge pumps to make sure they are in good working order, if applicable.

12. Photograph your boat showing your completed storm preparations. Insurance companies may request such pictures if you file a damage claim. They want to make sure you did everything possible to secure your boat well.

PLEASE REFER TO ITEMS 5-8 IN THE "ALL BOATS" SECTION OF THIS DOCUMENT REGARDING TYING UP TO PILINGS. BE SURE THE PILINGS YOU PLAN TO USE ARE TALL ENOUGH FOR THE JOB. USE "PREVENTERS" TO KEEP THE ROPES FROM SLIPPING OFF PILING TOPS.

Preparing Your Boat for the Storm and After

1. **Raise the lift high as high as possible** so that the boat will not be affected by the anticipated surge (high water) or waves. Some older lifts are very low and the boat cannot be lifted very high above the water. These are obviously at a higher risk for high water and waves.
2. **Secure the boat to the lift cradle** using ropes or ratchet straps. Avoid putting ropes or straps around a sharp edge. If that is the only option, use some type of padding to prevent chafe (such as old garden hose, chafe guards, or even rags over the rope). Hours of even slight movement back and forth in the wind can chafe through ropes or straps.
3. **Secure the cradle to the lift pilings** using ropes or ratchet straps to prevent the boat from swinging in the wind. A boat swinging on its lift can will put added stress on the pilings and is a cause of lift piling collapse. As mentioned above, use chafe preventative.
4. When securing the cradle to **your lift pilings only**, run the lines and straps horizontally (level). Don't tie such that the lines pull up on the piling.
5. **Avoid tying to the lift guideposts.** The base of the guidepost may be acceptable if securely bolted on, but the plastic posts are very flexible and are not going to provide security.
6. **Remove the drain plug.** Storms can bring hours of constant rain resulting in several inches of accumulation. Water weighs about 10 pounds per gallon. An accumulation of 100 gallons in the boat raises the weight by 1000 pounds putting even more stress on the lift and could even surpass the capacity of the lift greatly increasing potential lift collapse. Bilge pumps will help for a little while, but if the rain lasts for hours, batteries can become depleted. Remember that the marina electricity will be turned off prior to the storm. **Don't forget to replace your drain plug after the storm.** One way to prevent forgetting is to attach the drain plug to your boat keys.

Keep in mind you may not be able to get to your boat once the storm arrives and the wind is high, and the water/waves are covering the docks. Be aware that dock/finger pier deck boards can come off due to waves and high water. Make sure there is something to walk on before going in these areas. Never go out into the marina alone during a storm. Don't put yourself at risk just to protect your boat. It is best to stay out of the marina until the storm passes and the marina can be inspected for integrity and safety.

APPENDIX C (C) – BOAT OWNERS HURRICANE PLAN

RHUM COVE HURRICANE GUIDANCE DOCUMENT FOR BOAT OWNERS

Per the Board of Directors Rule Change in April 2023, this document must be submitted ANNUALLY to either address above for approval by the Marina Committee and Board of Directors by June 1 - the start of hurricane season.pa

Owner Name _____

Owner Address _____

Owner Email _____

Owner Telephone _____

Slip # where boat is moored _____ Is this the boat owner's slip? _____

If no, who is the slip owner? _____ Unit # _____

Boat Length _____

Boat Type (Runabout, Center Console, Pontoon, Sail, etc.) _____

Will boat be removed from Rhum Cove Marina during a tropical storm or hurricane? _____

Note all necessary equipment you will use to secure you boat in the marina during a storm (and location where equipment is stored) (check all that apply):

- ☐ Dock lines Location _____
- ☐ Ratchet straps Location _____
- ☐ Fenders Location _____
- ☐ Anchors Location _____
- ☐ Duct tape Location _____
- ☐ Other (list) _____ Location _____

Note all equipment that will be removed from the boat during a storm (check all that apply):

- ☐ Drain plug
- ☐ Electronics
- ☐ Bimini top
- ☐ Sails
- ☐ Cover
- ☐ Personal effects
- ☐ Ship's papers
- ☐ Other (list) _____

PLEASE OBEY THE REGULATIONS OUTLINED IN THE RHUM COVE MARINA HURRICANE PLAN

How do you plan to secure your boat in the slip? _____

How will it be tied down? _____

What pilings will be used for securing the vessel in the lift? _____

How will you secure the lift? _____

Are there any special instructions pertaining to securing the lift (if applicable)?

Do you have a dock box that will need to be removed during a storm? _____

Will you require assistance to secure your boat? _____

I will not be at Rhum Cove for any storms. Y _____ N _____

If no, please provide Alternate Caretaker

Name: _____

Email: _____

Phone): _____

Does the caretaker know how to secure your boat? _____

Does the caretaker have access to the hurricane equipment needed to secure your boat? _____

APPENDIX D

CONDOMINIUM RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units, and the Condominium in general shall apply to, and be binding upon, all unit owners. The unit owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible, and persons over whom they exercise control and supervision.

Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other unit owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws of the Association.

Violations may be remedied by the Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees for trial, appeal, and collection efforts against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

1. RULES AND REGULATIONS:

A. Violations should be reported to the Board of Directors or to the Officers of the Association or to any designees thereof. Email RhumCoveInfo@Gmail.com or text your message **with picture, if possible, to (321) 345-3110.**

B. Violations will be called to the attention of the violating owner by the Board of Directors and the Board of Directors will also notify the appropriate committee of the Board of Directors, if any.

C. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

D. Unit owners are responsible for compliance by their guests or lessees with these Rules and Regulations.

2. FACILITIES: The Recreational Facilities of the Condominium are for the exclusive use of unit owners, their approved lessees, and guests accompanied by a unit owner. Any damage to the buildings, recreational facilities, or other common areas or equipment caused by any unit owner, lessee, or guest(s) shall be repaired at the expense of the unit owner.

3. OBSTRUCTIONS: Sidewalks, entrances, driveways, passages, patios, courts, elevators, vestibules, stairways, corridors and halls, and all common elements shall be kept open and shall not be obstructed in any manner. No sign, notice, or advertisement shall be inscribed or exposed on or at any window or any part of the condominium, except such as shall have been approved in writing by the Association, nor shall anything be projected out of any window in the condominium without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium or the roof thereof.

4. CARE OF UNIT AND APPURTENANCE: Each Unit Owner shall keep the interior of any parking space, storage space, and balcony, appurtenant to his unit clean, free of debris, and in a neat and orderly condition. Each Unit Owner shall keep the interior of his unit and all fixtures, appliances, and appurtenances therein or thereon, including air conditioning equipment, in good condition and repair.

5. CHILDREN: Children shall not play in the public halls or stairways or interfere with the operation of the elevators. Reasonable supervision must be exercised when children are playing on the grounds.

6. DESTRUCTION OF PROPERTY: Neither unit owners, their lessees, nor guests shall mark, damage, destroy, deface, or engrave any part of the buildings. Unit owners shall be financially responsible for any such damage.

7. EXTERIOR APPEARANCE: The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated, or modified by any unit owner in any manner without the prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. No awnings, for sale or for rent signs, window guards, light reflective material, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. Installation of drapes or curtains visible from the exterior of the unit shall have white, off-white or beige liners used, which liners must be approved by the Association.

8. CLEANLINESS: All garbage and refuse from the condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the

Association shall direct. All disposers shall be used in accordance with instructions given to the unit owner by the Association.

9. BALCONIES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on edges of balconies or terraces. No cloth, clothing, rugs, or mops shall be hung over or shaken from windows, doors, and balconies or terraces. Unit owners shall remove all loose objects or movable objects from balconies and terraces during Hurricane season. Unit owners shall not throw cigars, cigarettes, or any other object from balconies or terraces. Unit owners shall not allow anything to be thrown or to fall from windows, doors, balconies, or terraces during hurricane alerts or prior to any period of absence during the hurricane season. No sweepings or other substances shall be permitted to escape to the exterior of the building from the windows, doors, balconies or terraces. No balconies may be enclosed or screened without the prior written consent of the Board of Directors of the Association.

10. HALLWAYS & WALKWAYS: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings. No unit owner shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

11. STORAGE AREAS: Unit owners are responsible to see that nothing is placed in the storage areas which would create a fire hazard.

12. EMERGENCY ENTRY: In case of any emergency originating in or threatening any dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency.

13. BICYCLES: Bicycles must be placed or stored in the designated exterior areas, if any.

14. PLUMBING: Water closets and other plumbing shall not be used for any other purposes than those for which they are constructed, and no sweepings, rubbish, rags, or other foreign substances shall be thrown therein. The cost of any damage resulting from misuse of same shall be borne by the responsible unit owner who caused such damage, even if caused by his lessee or guest.

15. TRASH: All refuse, waste, bottles, cans, etc., shall be securely wrapped in plastic garbage bags or appropriate container.

16. ROOF: Unit owners, their lessees, their families, and guests are not permitted on the roof for any purpose whatsoever. If it is necessary for a Unit Owner or an agent of the Unit Owner to go to the roof to repair the Unit Owner's air conditioner, the permission of the Association must be first obtained.

17. SOLICITATION: There shall be no solicitation by any person, including unit owners, guests, and lessees, anywhere in the building of any cause, charity, or for any other purpose whatsoever, unless specifically authorized by the Board of Directors.

18. EMPLOYEES: Employees of the Association and employees of any management firm shall not be sent out of the building by any unit owner, except in the unit owner's capacity as an officer or director of the Association, at any time, for any purpose. No unit owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Association and/or any management firm.

19. COMMERCIAL PROHIBITION: No unit may be occupied or used as a commercial business.

20. PARKING: No vehicle belonging to a unit owner or lessee or to a member of the family or guest, tenant, or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another unit owner's or lessee's parking space. The unit owners and lessees, their respective employees, servants, agents, visitors, licensees, and families shall obey the parking regulations posted at the private streets, parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the unit owners. No motor vehicle which cannot operate on its own power shall remain within the Condominium property for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the Condominium Property.

Each parking space which is assigned as an appurtenance to a particular unit may be used only by the unit owner or the lessee of such unit. No unit owner or lessee or his respective employees, servants, agents, visitors, licensees, and families may park his vehicle in any other assigned space other than the space assigned to the unit owner or lessee of the particular unit. A vehicle shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.

Each Unit Owner shall be responsible for the maintenance and repair of the opener and controller of his garage door.

No commercial vehicle, trucks, recreational vehicles, nor boat trailers, campers, or like vehicles shall be left or stored on the Condominium Property except in parking spaces designated for such purpose, if any.

21. POOL AREAS: Unit Owners are required to comply with the following restrictions in the pool areas as well as with any other regulations that may be posted by the Association in the pool area:

(a) Excessive noise, loud talking, and shouting is prohibited in the pool area at all times.

(b) Children under 13 years are not permitted to use the swimming pool unless accompanied and closely supervised by an adult.

(c) The pool area and all other Common Areas are not to be used for games which involve running or throwing.

(e) There shall be no glass containers in the pool or spa area.

22. PETS: No unit Owner may keep any pet or other animal in or about the Condominium Property except for fish and/or not more than one (1) dog or two (s) cats not to exceed 15 pounds in weight. The right to maintain a pet is subject to the conditions hereinafter set forth and is subject to revocation and termination at any time by the Condominium Association upon its sole determination that a pet is vicious, annoying other members, or otherwise a nuisance, or upon failure of an owner to comply with these rules and regulations:

i. While outside the unit, all pets must be on a leash and under full control at all times.

ii. Pets must not be curbed (allowed to defecate without picking it up) in or near the building, walkways, shrubberies, gardens or any other public places including the pool and Marina area.

iii. Each Unit Owner shall assume full responsibility for any damage to persons or properties caused by his pet, and in the event the pet shall defecate in a garage, elevator or any other public area, it is the owner's responsibility to remove the same.

Guest pets must be kept on a leash at all times while outside the resident's unit. Owners will be held responsible for any damage or nuisance caused by their own or a guest's pet. Pets are not allowed inside the club house, marina building, or pool area (BOD). See also ASSISTANCE ANIMALS section.

23. COMMON FACILITIES: Unit owners are requested to cooperate with the Association in the use of common facilities where more than one organized activity is scheduled for the same time.

Each Unit Owner is responsible for ensuring that guests understand and comply with all the Condominium Rules and Regulations. Meetings or parties in Common Areas must be scheduled with the Condominium Association in order to avoid scheduling conflicts. It is in each Unit Owner's best interest to contact the Condominium Association as early as possible in order to insure reservation of a time slot. The Common Areas are for the exclusive use and benefit of each Unit Owner and their guests. However, pursuant to the Condominium Rules and Regulations, each Unit Owner may not permit any activity on the Common Areas which will increase the liability of the Condominium Association. Therefore, regular group meetings in any

of the Common Areas which may result in an increase of liability insurance for the Condominium Association, and therefore, a resulting increase in Condominium maintenance fees, will be prohibited. Each Unit Owner is responsible for limiting the potential for accidental injuries caused by unreasonable and dangerous guest behavior. Whenever planning parties on the Common Areas, potential hazards should be considered and reasonable efforts to eliminate the same should be taken. For example, positioning of out-door cooking grills and the like should provide for safe passage on either side by all Unit Owners and guests. Other cautionary measures which a reasonable person would take in similar situations should be exercised.

24. HURRICANE PREPARATIONS: Each unit owner or lessee who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:

A. Removing all furniture and plants from his patio or balcony.

B. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage and furnish any the Association representatives with the name of such firm or individual. The designated firm or individual shall contact the Association for permission to install or to remove hurricane shutters.

25. GUESTS: Unit owners and lessees shall notify the Association, in advance, by written notice of the arrival and departure dates of guests who have permission to occupy the unit in the absence of unit owners and lessees.

26. THE MARINA: The use of the Boat Slips is subject to the Marina Regulations attached hereto.

The foregoing Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of RHUM COVE, A CONDOMINIUM, and the By-laws of the Association.

The foregoing Rules and Regulations are designated to make living for all unit owners pleasant and comfortable. The restrictions imposed are for the mutual benefit of all. Violations of these Rules are to be reported to the Association which will call the matter to the attention of the violating unit owner, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the appropriate committee for subsequent judgment by the Board of Directors.

APPENDIX E

RHUM COVE RENTAL POLICY

Rhum Cove is a community consisting of 72 Units, occupied by both owners and tenants. All the rules and policies that apply to owners apply to renters, too. There are also some additional responsibilities that owners/landlords have regarding Leases and tenants.

The purpose of this Rental Policy is to put into one place all those various rules and policies which are stated within Section 14 and the Condominium Rules and Regulations in the recorded Declaration of Condominium of Rhum Cove, A Condominium, and the latest Rules Handbook and Guide prepared by the Board of Directors. Some additional record keeping rules and forms have been added.

RENTAL RESTRICTION

A new owner may not rent or lease their condominium until two years have passed since the date of unit sale closing date. This rule shall not apply to new owners who acquire through transfer by inheritance.

LEASES

All Leases shall be in writing, and be consistent with the Bylaws and provisions of the Declaration of Condominium of Rhum Cove. They shall be for a term of not less than three (3) months. They may not be modified, amended, extended or assigned (sublet) without prior written consent of the Board of Directors. When a Unit is rented, it includes the Unit owner's personal living space, his designated parking space, his designated garage and storage room, his designated mailbox, and his designated boat slip.

Once an owner leases a unit, rights to use the Common Elements such as the pool and the tennis court, garage, parking slot and boat slip are forfeited for the term of the Lease.

If any Lease is made in violation of the above rules, it shall be null and void, unless subsequently approved in writing by the Board of Directors. The Board of Directors has the authority to terminate a Lease if the tenant continues to violate the provisions of the Lease and/or the Rules and Handbook Guide. If the Board of Directors decides not to renew a Lease, it has the authority to institute legal proceedings to evict the tenant, if necessary. Any legal costs involved will be borne by the Unit owner (DOC)

The Unit owner is responsible for providing a copy of the latest Rules to prospective tenants prior to the signing of the Lease (BOD).

APPENDIX F

NEW TENANT REGISTRATION FORM

Unit Number _____ Boat Slip #: _____ Legal Tenant Name(s): _____

Legal Address on Record: _____

Phone number(s): _____

Email address(es): _____

Date of lease: From (mm/dd/yy): _____ to _____

Emergency Contact Name: _____ Phone: _____

Relationship: _____

Legal Unit Owner Name(s): _____

Legal Address on Record: _____

Phone number(s): _____

Email: _____

INFORMATION WILL BE SHARED WITH RHUM COVE RESIDENTS ONLY – Please check information you wish to share, or check ‘Do Not Share’ if you do not want any information to be shared. Note that all info is shared with Board members and will be used for internal Association business only.

Mailing Address _____ Phone Number(s) _____ Email Address _____ Do Not Share Any of My Contact Information _____

Tenant Insurance Company: _____ Phone: _____

Policy#: _____

Please list Rhum Cove Condo Association Inc as “additional insured” and provide proof of insurance.

Will there be a pet in unit? Y or N _____ (maximum 2 cats or 1 dog only, weight allowed is 15 lbs. per pet) Type of Pet(s): _____ Weight: _____ 2

Revised: May 2023

TENANT VEHICLE REGISTRATION INFORMATION

Vehicle Information: (Make, Model, License#, handicap info). Each unit has 2 designated parking spaces. One in the unit garage and the other numbered spot in the parking lot. Any additional vehicles must be parked outside the gate. NO COMMERCIAL VEHICLES. RVs or TRAILERS PERMITTED INSIDE GATE OVERNIGHT.

Vehicle 1

Owner _____ Unit# _____ Phone # _____

Make/Model _____ Year _____ Color _____

License Plate # _____ Expiration Date _____ State _____

Handicap registration (Y or N) _____

Vehicle 2

Owner _____ Unit# _____ Phone # _____

Make/Model _____ Year _____ Color _____

License Plate # _____ Expiration Date _____ State _____

Handicap registration (Y or N) _____

Vehicle 3

Owner _____ Unit# _____ Phone # _____

Make/Model _____ Year _____ Color _____

License Plate # _____ Expiration Date _____ State _____

Handicap registration (Y or N) _____

Tenant Signature(s): _____

Note: Please return completed form to rhumcoveinfo@gmail.com prior to occupancy.

APPENDIX G

NEW UNIT OWNER REGISTRATION FORM

Unit # _____ Boat Slip #: _____ Date of closing: _____

Legal Unit Owner(s): _____

Rhum Cove Address: _____

Mailing Address: _____

Phone number(s): _____

Email address(es): _____

Seasonal Dates at Rhum Cove (if applicable): From _____ to _____

Emergency Contact Name: _____ Phone: _____

Relationship: _____

INFORMATION WILL BE SHARED WITH RHUM COVE RESIDENTS ONLY – Please check information you wish to share, or check 'Do Not Share' if you do not want any information to be shared. Note that all info is shared with Board members and will be used for internal Association business only.

Mailing Address _____ Phone Number(s) _____ Email Address _____

Do Not Share Any Of My Contact Information _____

Home Owner Insurance Company: _____ Phone: _____

Policy#: _____

Please list Rhum Cove Condo Association Inc as “additional insured” and provide proof of insurance.

Will there be a pet in unit? Y or N (*maximum 2 cats or 1 dog only, weight allowed is 15 lbs.*)

Type of Pet(s): _____ Weight: _____

VEHICLE REGISTRATION INFORMATION

Vehicle Information: (Make, Model, License#, handicap info). Each unit has 2 designated parking spaces. One in the unit garage and the other numbered spot in the parking lot. Any additional vehicles must be parked outside the gate. NO COMMERCIAL VEHICLES. RVs or TRAILERS PERMITTED INSIDE GATE OVERNIGHT.

Vehicle 1

Owner _____
Make/Model _____ Year _____ Color _____
License Plate # _____ Expiration Date _____ State _____
Handicap registration (Y or N) _____

Vehicle 2

Owner _____
Make/Model _____ Year _____ Color _____
License Plate # _____ Expiration Date _____ State _____
Handicap registration (Y or N) _____

Vehicle 3

Owner _____
Make/Model _____ Year _____ Color _____
License Plate # _____ Expiration Date _____ State _____
Handicap registration (Y or N) _____

Owner/Resident Signature(s): _____

Note: Please return completed form to rhumcoveinfo@gmail.com prior to occupancy.

APPENDIX H

CLUB HOUSE REQUEST AND REGULATION AGREEMENT

A \$400 REFUNDABLE DEPOSIT MUST ACCOMPANY THIS REQUEST (deposit checks will be returned as soon as the clubhouse passes inspection for loss or damages)

PLACE THIS COMPLETED FORM ALONG WITH THE DPOIST CHECK IN THE ASSOCIATION MAILBOX AT LEAST 7 DAYS PRIOR TO YOUR EVENT. BE SURE TO WRITE YOUR INFO ON THE CLUBHOUSE CALENDAR.

1. The person reserving the clubhouse must be a resident of Rhum Cove and be at least 21 years of age.
2. Guests must park only in designated visitor spots or outside the gate to avoid being towed. No parking on the north side of the clubhouse or anywhere else not designated for parking. Contact maintenance or a Board member to have the entry gate left open for the duration of your event.
3. Do not hang decorations on the painted doors and walls. Please place them on the glass sliding doors.
4. The person(s) reserving the clubhouse must remain at the event until all guests have left Rhum Cove property. Garbage must be BAGGED and taken to the dumpster as soon as the event is over. Recyclables shall not be bagged but placed in the recycling bin separately. Please lock all doors when leaving, turn off lights and ceiling fans. The clubhouse must be cleaned up completely by noon the following day – floor swept and mopped, furniture returned to proper places, dishes and kitchen cleaned.
5. Fire code allows no more than 45 people at one time in the clubhouse. No pets allowed in clubhouse pool area.
6. The clubhouse can only be reserved for 10 hours or less (excluding set up/decorating time).
7. No inappropriate attire or behavior allowed.
8. Reservation of the clubhouse does not include the pool and spa areas.
9. Alcohol cannot be served at private parties when minors are present.
10. The Clubhouse must be closed by 11 pm and attendees may not remain in the building or pool area. Music must be turned off by 10 pm.
11. The reserving party must supply all paper goods (plates, plasticware, cups, napkins, etc.)
12. If the BBQ Grill is used, please be sure it is cleaned and ashes are disposed in the can provided. Use the grill away from the building and overhang.
13. **Person(s) reserving the clubhouse are responsible for any damages to Rhum Cove property furniture or equipment. Damages will result in the deposit not being refunded and an assessment of additional damage costs, if required.**

NAME: _____ UNIT: _____ PHONE: _____

DATE OF EVENT: _____ TIME OF EVENT: From: _____ To: _____

NUMBER OF PERSONS ATTENDING: _____

SIGNATURE: _____ TODAYS DATE: _____

APPENDIX I

Rhum Cove Architectural Submission/Application Form

Owner (Applicant): _____ Unit #: _____
Property Address: _____ Zip: _____

Contractor Information:

Contractor & Contact Name: _____

Contractor's Phone: _____

Contractor Email: _____

Project Start Date: ____ / ____ / ____ Project End Date: ____ / ____ / ____

Contact information should the Committee wish to contact you for additional information (please circle one):

Phone: Home: _____ Work: _____ Cell: _____

Mailing Address (if different than above): _____ Zip: _____

Email Address: _____

Modification or Addition Request:

- ☐ Storm Shutters
- ☐ Window Treatments
- ☐ Sliding Doors
- ☐ Inside Atrium Windows
- ☐ Dock Upgrade
- ☐ Master Bathroom Window(s)
- ☐ Other: _____

Description of and reason for request (**Required**): _____

Is this request in response to a violation letter we sent you? Yes ☐ No ☐

Please make sure you have attached/included all of the following information:

- ☐ A completed Submission Form (including signature below the Owner Acknowledgment notice on next page)
- ☐ A description of the project, including height, width and depth, materials, colors, etc.
- ☐ A complete materials list of the project
- ☐ A picture or drawing of the intended/existing project (sketches, clippings, catalog illustrations and other data or links to websites)
- ☐ A site plan showing the location in your unit

Please send your request to: Rhum Cove Condominium Assoc
5001 Dixie Hwy NE
Palm Bay, FL 32905

Phone: 321-956-3138
Email: RhumCoveInfo@Gmail.com

For Office/Committee Use Only:

Date Submission Received: _____

☐ APPROVED ☐ APPROVED W/STIPULATIONS ☐ DENIED ☐ DENIED – INSUFFICIENT INFORMATION

Stipulations/Comments/Suggestions: _____

Owners Acknowledgements:

I understand:

- That no work on this request shall commence until I have received approval of the Board or Directors or Architectural Control Committee (ACC); Any construction or alteration to the subject property prior to approval of the Architectural Control Committee is strictly prohibited. If I have commenced or completed any construction or alteration to the subject property and any part of this application is disapproved, I may be required to return the subject property to its original condition at MY OWN EXPENSE. If I refuse to do so and the HOA incurs any legal fees related to my construction and/or application, I will reimburse the HOA for all such legal expenses incurred.
- That any approval is contingent upon construction or alterations being completed in a neat and orderly manner;
- That there are architectural requirements covered by the Covenants and a board review process as established by the Board of Directors;
- All proposed improvements to the unit must comply with Condominium Documents along with city, county, state and local codes. I understand that applications for all required building permits are my responsibility. Nothing herein shall be construed as a waiver of modification of any codes. My signature indicates that these standards are met to the best of my knowledge.
- That any variation from the original application must be resubmitted for approval;
- That if approved, said alteration must be maintained per the Declaration of Covenants, Conditions and Restrictions for the Association.
- This alteration will not detrimentally affect the proper drainage of any common areas or surrounding lots. I will be responsible at my expense to correct any drainage problems to such areas that may occur as a result of this work or alteration. *The Builder/Applicant acknowledges and agrees that the Committee and Association assume no liability resulting from the approval or disapproval of any plans submitted. The Committee and the Association assume no liability and make no representations regarding the adequacy or quality of any submitted plans or whether such plans comply with any or all governing authority requirements. The Committee's review, comments, and/or approvals do not relieve the Builder/Applicant of their responsibility and obligation to comply with the Master Declaration, Master Design Guidelines, or Subdivision Guidelines as applicable. The Builder/Applicant agrees to grant the Association access to property at any reasonable hour to inspect for compliance issues.*
- *It is the duty of the owner and the contractor employed by the owner to determine that the proposed improvement is structurally, mechanically and otherwise safe and that it is designed and constructed in compliance with applicable building codes, fire codes, other laws or regulations and sound practices.*

I certify that the above information is an accurate representation of the proposed improvements and that the work will conform to applicable codes, covenants and standards. I also certify that the improvements will be completed in accordance with the approved application. I understand that construction is not to begin until approval has been received from the Architectural Control Committee. The Architectural Control Committee has permission to enter the property to make inspections, as they deem necessary.

Owner/Applicant Signature: _____ Date: _____

Co-Owner/Applicant Signature: _____ Date: _____

Informational Addendum

REVIEW PROCESS – The Board of Directors or ACC will make every reasonable effort to expedite the review process. Applications will be reviewed during the time-frame for completeness and the Board or ACC may request additional information to help clarify your proposal.

APPLICATION – The application must be accompanied with necessary documents, photos, drawings, brochures, and information necessary to present to the ACC. Property owners must sign the application. Contractor's signatures for property owners will not be accepted. Modifications are not permitted to commence until the modification has been reviewed and approved by the ACC.

NOTIFICATION - All owners will be notified in writing by mail (USPS) once the request has been approved or denied.

APPENDIX J

RHUM COVE BOAT REGISTRATION FORM

All boats must have current registration and valid insurance before coming in to the marina and maintain current registration and insurance for the boat while in the marina. Additionally, the boat owner agrees to comply with all Rhum Cove Marina Rules and Regulations. **Please return completed form to RhumCoveInfo@gmail.com**

BOAT OWNER'S NAME: _____

SLIP#: _____ *****SLIP WHERE BOAT IS WILL BE MOORED:** _____

***If the boat will be moored in a borrowed slip (a slip deeded to another unit), the Borrowed Slip Authorization Form must also be completed and returned with this form.

BOAT OWNER'S TEL #: _____

SECONDARY CONTACT TEL #: _____

BOAT MAKE / MODEL/NAME: _____

REGISTRATION #: _____ **STATE:** _____ **EXP. DATE:** _____

BOAT LENGTH/WIDTH: _____ (Boats must meet the slip length and width specifications per the chart below).

VESSEL INSURANCE INFO

COMPANY NAME: _____ **POLICY #:** _____

I do hereby certify that the information on this document is true and accurate.

BOAT OWNER SIGNATURE: _____

DATE: _____

The following table reflects the maximum recommended boat lengths/beams for each slip at Rhum Cove.

SLIP #	WIDTH/BEAM	MAXIMUM LENGTH IN SLIP	SLIP #	WIDTH/BEAM	MAXIMUM LENGTH IN SLIP
1-2	15'	36'	32-33	15'	30'
3-6	13.8'	32'	34-44	15'	36'
7-11	13.8'	30'	45-47	15'	29'
12-16	13.8'	28'	48	16'	28'
17-19	13'	26'	49	16'	26'
20	18.5'	21'	50	16'	24'
21	22'	30'	51	16'	21'

22-31	15'	30'		52-71	13.42'	32'
				72	12.95'	32'

APPENDIX J (A)

PERMISSION TO USE BOAT SLIP AUTHORIZATION FORM

This document must be presented to the Board of Directors and The Marina Committee with occupancy approved prior to the boat mooring in the slip.

I, _____ (print name), the owner of Rhum Cove Unit # _____ and Slip # _____, do hereby authorize, _____ (print name), a Rhum Cove resident in Unit # _____, to moor their vessel in my common element, deeded slip.

By signing below, the slip owner and boat owner certify that they are aware of the Rhum Cove bylaws regarding the boat size allowed for the slip to be used and the boat to be placed in the slip complies with the size limitations for said slip.

The boat owner agrees to abide by all the marina bylaws and rules.

The boat owner is aware that they are liable for damages caused to the marina or other boats by their vessel.

The boat owner agrees to abide by the regulations set forth in the Rhum Cove Hurricane Preparation Document for Boats and will submit the required Hurricane Plan/Checklist for the vessel by June 1st of each year (the start of hurricane season).

BOAT OWNER'S NAME: _____ UNIT# _____

PHONE: _____ EMAIL: _____

BOAT MAKE/MODEL: _____ LENGTH/BEAM: _____

NAME/COLOR: _____

VESSEL REGISTERED TO: _____ (name)

REGISTRATION NUMBER: _____ STATE: _____ EXPIRATION: _____

VESSEL INSURANCE POLICY _____ CARRIER: _____

EXPIRATION DATE: _____

PERMISSION TO USE BOAT SLIP AUTHORIZATION FORM - CONTINUED

=====

SLIP OWNER NAME: _____ UNIT# _____

PHONE: _____ EMAIL: _____

SLIP OWNER INSURANCE POLICY

#: _____ CARRIER: _____

EXPIRATION DATE: _____

The boat owner and the slip owner attest that the information presented in this document is accurate.

Slip Owner Printed Name: _____

Slip Owner Signature: _____ Date: _____

Boat Owner Printed Name: _____

Boat Owner Signature: _____ Date: _____

Note: Please return completed forms to rhuncoveinfo@gmail.com

APPENDIX K

TEMPORARY RESIDENT FORM

Unit Number: _____

Legal Unit Owner Name(s): _____ Phone: _____

Temporary Residents Name(s): _____

Primary phone #: _____ Secondary phone #: _____

Email address(es): _____

Occupancy Dates: From _____ to _____

Emergency contact Name and Phone: _____

INFORMATION WILL BE SHARED WITH RHUM COVE RESIDENTS ONLY – Please check information you wish to share, or check 'Do Not Share' if you do not want any information to be shared. Note that all info is shared with Board members and will be used for internal Association business only.

Phone Number(s) _____ Email Address _____ Do Not Share Any of My Contact Information _____

Vehicle Information: *NO COMMERCIAL OR RECREATIONAL VEHICLES PERMITTED INSIDE THE GATE. ONE VEHICLE MAY BE PARKED IN THE UNIT GARAGE, THE OTHER PARKED IN THE DESIGNATED PARKING SPOT FOR THE UNIT. ALL OTHERS MUST PARK OUTSIDE THE GATE.*

Provide Vehicle Make, Model, Color and License Plate data

Vehicle 1 _____

Vehicle 2 _____

Will there be a pet in unit? Y or N (*maximum 2 cats or 1 dog only, maximum weight allowed is 15 lbs. per pet*)

Type of Pet(s): _____ Weight: _____

I am familiar with and agree to abide by all Rhum Cove By-Laws/Rules during my stay.

Temporary Resident Signature(s): _____

I am aware that I am responsible for any damages caused by the temporary residents/visitors staying in my unit.

Owner's Signature: _____

Note: Please return completed form to rumcoveinfo@gmail.com prior to occupancy.

APPENDIX L

FREQUENTLY ASKED QUESTIONS FOR POTENTIAL OWNERS

Q: What are my voting rights in the condominium association?

A: Each Unit has one (1) vote with a total of 72 Units

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: Rhum Cove is restricted to residential use only

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: Minimum Three (3) Month Lease. Unit owner must own their unit for two (2) years before leasing is allowed.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: All units are charged the same monthly assessment, due the 1st of each month. 10% late fee if not paid by the 10th of the month.

Q: Do I have to be a member in any other association? A: No.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities?

A: No

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? A: No

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.