

Eden Owners Association, Inc. (E.O.A.)

Rules and Regulations

ARTICLE I

REGISTRATION

1.1 All guests, relatives included, lessees and renters must register at the front desk prior to taking occupancy of a unit. The registration should consist of name, unit number, number and age (if under 21) of each occupant.

1.2 Non-owners will also register their cars by supplying license plate numbers if they are parking on Eden property.

ARTICLE II

SWIMMING POOLS

2.1 All use of pools or hot tubs is at your own risk. No life guards are provided. Non-swimmers or children requiring PFDs must be personally supervised by a parent or guardian either in the pool with the child or sitting within arm's reach on the deck. Children under the age of 12 must be accompanied by parents or approved adult supervisors appointed by the parents. Diving is not allowed. The Feet First principle should be followed.

2.2 Only owners, their overnight guests, renters and lessees may use the pools or pool areas. Unauthorized persons will be ejected from the pool areas.

2.3 Footwear must be worn to and from the pool area. Bathers must dry themselves and equipment before entering the building to prevent water on the marble floor, which results in a slippery condition.

2.4 Bathers must shower to remove suntan lotions before entering pools or hot tubs.

2.5 There shall be no jumping or diving from the waterfalls, balconies, stairways or other heights into the indoor or outdoor pool. Such actions will result in expulsion from the property. Running, loud or boisterous conduct or disturbing noises will not be tolerated in the pool areas or elsewhere. Climbing in or out of the indoor pool area through the windows is prohibited.

2.6 Children under the age of five are not allowed in the hot tubs. Diapered children may not be placed in pools or hot tubs. Children under the age of 12 must be accompanied by an adult who is responsible for overseeing them in the pool areas. Actions of children are the responsibility of their parents.

2.7 Glass containers of any kind are not permitted in the pool areas or decks. Cooking around the pool areas is prohibited. No rafts, floats, etc. except personal flotation devices worn by non-swimmers are allowed in the indoor pool. Florida law prohibits food or drink in the indoor pool. Pool furniture must be kept four feet from the pool edge to allow safe passage.

2.8 Florida law prohibits dogs on the beach, leashed or not, and people on the dunes. Stiff fines from Escambia County may result from such violations.

2.9 Pools and hot tubs are open from 8:00 am until 10:00 pm, but may be closed for maintenance without prior notice. The windows and doors will remain in a secure position.

ARTICLE III

PETS

3.1 No visitor, guest, renter or lessee may bring a pet to the condominium. Owner's pets are restricted to designated doggie areas and must be leashed at all times except when in the owner's unit. Owners are responsible for cleaning up after their pets. Excessive barking or disturbance by a pet may result in Board of Director action for removal.

ARTICLE IV

TRASH-GARBAGE DISPOSAL

4.1 Garbage must be placed in a tightly closed plastic bag and placed in the chutes provided. Cardboard or other objects inappropriate for the chutes should be left outside the trash room. Garbage disposals are for food waste and liquids only. Do not put grease down the sink.

ARTICLE V

PARKING

5.1 Parking in the garage and auxiliary lot is at the risk of the owner. E.O.A. assumes no liability for loss or damage due to theft, vandalism or loss from any other cause to vehicles and property. Similarly, damage to E.O.A. property is the financial responsibility of the vehicle owner.

5.2 Guests and renters are permitted the use of one vehicle slot only in the garage, subject to availability. This vehicle must be a passenger car, small truck or van and fit under the height bar at the garage entrance. Guest and renter vehicles must be registered at the front desk and must display appropriate tags at all times. Unauthorized vehicles in the garage are subject to removal by towing at the owner's expense or to booting and fine for boot removal.

5.3 Auxiliary parking is available on the north side by the tennis courts, in designated areas, for properly registered vehicles. Storing is not allowed. Vehicles will be considered stored if they do not have a current license plate sticker, are not in operating condition and are not used in regular service. Unauthorized vehicles, trailers, and motor homes will be removed at owner's expense.

5.4 Handicapped spaces are absolutely reserved for vehicles with an official handicapped sticker. The marked fire lanes will remain clear. Violators are subject to towing, booting and fine.

5.5 Washing or repair of vehicles is not permitted in the garage.

5.6 The speed limit on Eden property is five miles per hour. Violators will be fined.

ARTICLE VI GUESTS AND RENTERS

6.1 If any unapproved guests, renters or lessees are not properly registered at the front desk, the owner of the unit shall be assessed a fine as per the condominium documents each day the violation continues and the person or persons occupying the unit shall be required to vacate the premises immediately.

6.2 Any violation of these Rules and Regulations or damage of common property by renters or lessees shall become the rental agent's responsibility and will render him liable for fine and assessments or exclusion from the Eden Rental Program.

*⁸ 6.3 The total number of persons in any unit shall be as follows: 1 bedroom = 4 persons, 2 bedrooms = 6 persons, 3 bedrooms = 8 persons, 4 bedrooms = 10 persons and 5 bedrooms = 12 persons. An infant under two years of age is exempt. Any violation of this formula will result in forfeiture of deposit and expulsion.

6.4 In the owner's absence, approved guests may not entertain overnight guests without written permission from the owner.

ARTICLE VII

MARINA

*¹⁰ 7.1 All boats (including personal watercraft) and trailers kept at the dock or dock area must have an Eden registration sticker attached to boat and trailer and be registered with the front desk listing the owners name, condo unit number and vehicle description. No boat shall occupy more than one slip, and storing is not allowed. Boats will be considered stored if they do not have a current registration, are not in operating condition and are not used a minimum of once per month June through August and quarterly for the remainder of the year. Owners shall not store registered boats and registered boat trailers between Memorial Day and Labor Day if owner has all their units on the rental program. *All trailers stored for any purpose other than launching owner's boat while at Eden's dock is strictly prohibited. Any trailer that does not have an accompanied boat at Eden's dock is considered illegally stored and must be removed or it will be towed at owner's expense. All owners of boats/trailers utilizing the Eden Marina must have proof of liability insurance on file at Eden. All owners will remove their boats/trailers from the Eden Marina when a hurricane warning is issued for the Perdido Key area. It is the full responsibility of the boat/trailer owner to coordinate and remove such boat/trailer at owner's expense. Unless preapproved by the General Manager or his/her designee, all maintenance on boats at the marina and parking area is prohibited, except for boat cleaning at the boat cleaning station.

7.2 Damage to piers caused by improper docking or mooring is the responsibility of the boat owner.

7.3 Boat storage in the auxiliary parking area and boat mooring is at the risk of the owner and E.O.A. assumes no liability for loss or damage due to theft, vandalism or loss of any other cause.

7.4 Diving is prohibited from the pier or from boats moored at the pier.

7.5 Do not obstruct ingress or egress to the boat ramp or pier.

ARTICLE VIII ADULT FITNESS AND STEAM ROOMS

8.1 Only owners, their overnight guests, renters and lessees may use the fitness room or steam rooms. Unauthorized persons will be ejected from these areas. The fitness room doors shall be locked at all times.

8.2 The hours for the fitness room and steam rooms are from 8:00 am to 10:00 pm, but may be closed for maintenance without prior notice. Hours may be extended upon request and registration, at the discretion of Eden staff.

8.3 The fitness equipment and the steam rooms are used at your own risk. Children under the age of 16 are prohibited. Children under the age of 18 must be accompanied by a parent or other appointed adult.

8.4 Renters and lessees will obtain a key for use of the fitness center or steam room at the front desk. Any damage will be the responsibility of the registered user.

8.5 All users are required to clean up area after each use.

ARTICLE IX TENNIS COURTS

9.1 Tennis court gates are to be locked at all times. Use is reserved for owners, their guests, renters and lessees. A key and reserved time may be obtained at the front desk.

9.2 The south side court hours are from 9:00 am until 10:00 pm. Play is limited to one hour for singles and one and one-half hours for doubles, if others are waiting.

9.3 Courts shall not be used as a playground, and players under ten years of age must be supervised by an adult.

9.4 Regulation court shoes must be worn, and no glass containers are allowed within the confines of the courts.

ARTICLE X

GENERAL CONDITION REGARDING UNIT USE

*¹¹ 10.1 Per the National Fire Protection Association (NFPA): hibachi, grill, or other similar devices used for cooking, heating or any other purpose, shall not be used or kindled on any balcony, under any overhanging portion, or within ten feet of any structure. This applies to all areas of Eden including condo balconies, terraces, walkways and garden (G-Level) areas with the exception of the common area grilling locations. All exterior grilling must be at the Eden-approved designated grill areas.

10.2 No towels, clothing, laundry, etc. shall be hung from terrace or balcony railings.

10.3 Food, soiled diapers and other spoilable refuse shall be placed in a plastic bag and tied or sealed before placing in the trash chutes. All other chute refuse will be placed in bags. Large cardboard and boxes are to be placed outside the trash room.

10.4 Loud or boisterous conduct and disturbing noises will not be tolerated.

10.5 No object may be thrown or dropped from balconies or terraces, nor is it permissible to climb or walk on planter boxes. Expulsion from the property and any other legal remedies will result from such actions.

10.6 Do not feed seagulls or other birds from the terraces or balconies.

10.7 Do not obstruct outside walkways or grassed areas with personal belongings or luggage carts.

10.8 Luggage carts are to be returned immediately to the lower lobby staging areas.

10.9 Common areas of the building such as walkways, stairs, landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to the unit occupant shall be kept in such areas temporarily or otherwise.

10.10 Any criticisms of employees by owners or guests should be made in writing, signed, and sent directly to the management office. If a problem or misconduct is so imperative as to demand immediate action the management office shall be notified immediately.

ARTICLE XI PENALTY FOR VIOLATION OF RULES AND REGULATIONS

11.1 Any breach or violation of the Rules and Regulations can result in a fine of up to \$100 per day or special assessment to the violator by E.O.A., Inc. in addition to all other legal remedies. Said fine may be assessed repeatedly upon failure of owner or member to correct infraction or obey rules as well as other obligations imposed by the condominium documents and shall be collected in the same manner as common expenses or maintenance charges.

ARTICLE XII OWNERS LOUNGE

*⁹ 12.1 The owners' lounge is primarily for the exclusive use of owners and their families. The owner must be present during any family use. The owners' lounge may also be rented to outside parties for fees listed on the current "Non-Owner Rental Agreement--Owners' Lounge". All non-owner rentals must follow all procedures in the rental agreement. Any deviation to the standard rental agreement must have the prior written approval of the Board President or Vice President.

12.2 Use of the owners' lounge for private functions must be reserved in advance subject to availability. Holiday reservations are subject to cancellation if any Association function is subsequently planned for that date.

12.3 Clean-up is the responsibility of the user. Contract housekeeping may be used for lounge cleaning at the user's expense. Kitchen clean-up rules are posted in the kitchen and must be adhered to.

12.4 Children under the age of 18 must be accompanied by an adult owner or "Rental Agreement Party" adult.

12.5 Owners or "Rental Agreement Party" are responsible for any damage to the lounge property caused by themselves, their guests or any hired person.

ARTICLE XIII

SPECIAL CONSIDERATIONS BY OWNERS

13.1 Unit owners are responsible for their guests' behavior and conformity to the Rules and Regulations.

*⁶ 13.2 Plant height in the south and fishtail planters (namely the south, east and west planters of Eden I, II and III) shall not exceed 12 inches above the railings or 12 inches down the planter sides for all planter boxes. Planter boxes are to be maintained by the unit owners in a trim and attractive condition in keeping with the general appearance of Eden. Overgrown planters will be cut, trimmed and cleaned up at the expense of the owner.

13.3 No radio or television antenna or antennas or any wiring for any such purpose may be installed on the exterior of the building or upon the condominium property without prior written consent of the Association.

13.4 All official notices of the Association shall bear the signature of the President, Vice President or Secretary and be placed in the official E.O.A. notice box. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin board, mail or otherwise circulate to other members which purports or represents being an official act or notice of the Association or management corporation. Notices of a social nature or purpose by a member to other members are permitted, provided that any such member or members shall be fully responsible for the contents thereof.

13.5 Owners are responsible for damage to common areas including streets, parking lots, boat docks, owners' lounge, conference rooms, swimming pools, health clubs, steam rooms, public toilets, etc. caused by themselves, their guests, movers and /or delivery men performing as their agents.

13.6 Owners shall maintain their unit in good condition and repair including all internal surfaces within or surrounding the unit including windows, doors, door frames and hardware and maintain and repair the fixtures therein as soon as possible.

13.7 Each unit shall be used only for the purpose of single family residence and for no other purpose whatsoever. Each unit occupant shall maintain the unit in a clean and sanitary

manner. The balconies and terraces shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning rugs or other household items. Drying of laundry will not be permitted outside the occupant's apartment.

13.8 Unit owners are reminded that alteration and repair of the building is the responsibility of the Association except for the interior of the unit including windows, doors and door frames. There will be absolutely no alteration of windows or balconies except for repair or replacement without the express approval of E.O.A., Inc., and the cost thereof is to be paid by the unit owner. There shall be no exterior painting of doors or building by a unit owner, and there shall be no additions such as enclosures, lighting fixtures or any other items whatsoever that would be visible from outside, and no alteration may be made of any boundary wall by the owner of the unit unless previously approved by the Association.

13.9 No signs are permitted to be displayed on exterior walls or in the common areas unless authorized by the Board of Directors of E.O.A.

13.10 Unit owners of east or west terrace units having extended balconies are advised that hot tubs, spas, large plant containers or any such similar weighted items are not allowed on these terraces. There will be no exceptions due to the structural nature of said terraces. Further, there will be absolutely no alterations of ceilings, floor or walls around these terraces without the expressed written consent of E.O.A.'s Board of Directors, and the cost therefore, if any, will be the sole responsibility of the unit owner.

*⁷ 13.11 There will be absolutely no foreign objects allowed in any planter that may cause a puncture of the waterproof membrane.

ARTICLE XIV

*¹² FIRE ALARM SYSTEM

14.1 No person shall open, disconnect, paint or remove a fire alarm speaker or sprinkler installed inside a condominium. Only Fire Alarm System certified employees are allowed by applicable laws to remove, maintain, adjust or in any manner modify any certified fire alarm device.

14.2 Installation of Additional Required Fire Alarm Speakers. Effective the approval date of this article, all owners will notify the General Manager before initiating any major work inside their condominium. Major work is defined as drywall work, major painting, flooring changes or other work that is of a nature that during this work the unit will not be used for habitation until such work is completed. The General Manager will arrange for a certified fire protection contractor to complete installation of additional fire protection speakers, such that after the installation the fire alarm sound level is brought to a minimum of 75 dBA in each of the bedrooms. The installation of the required speakers and drywall repairs will be at the expense of the Eden Owner's Association. The expense of all painting or wall-papering will be that of the owner.

ARTICLE XV

*¹³ DRONES

15.1 Eden Owner's association has banned the use of all small unmanned aircraft systems (UAS) (drones) for personal use on or over the immediate property (south side of Perdido Key Drive). If business is to be conducted using small unmanned aircraft systems (UAS) (drones), Eden must approve the business contract prior to the event.

ARTICLE XVI

*¹⁴ SMOKING

16.1 Pursuant to the Association's authority to operate and manage the common elements granted by the governing documents of the Association and Chapter 718, Florida Statutes, and in furtherance of the enjoyment of the common elements and protection of the health, safety, and welfare of owners, tenants and guests upon the condominium property, the Association hereby prohibits smoking or vapor emission of any kind upon the common elements (exclusive of limited common element balconies, the beach and the north side of the road) except in two designated smoking areas located at the east and west grill areas upon the common elements. Smoke or vapor of any kind emitted from any device, whether cigarette, cigar, pipe, electronic cigarette, "vape", or other smoke or vapor emitting device or instrument is expressly prohibited upon the common elements except in the aforementioned designated smoking area. Violation of this regulation shall result in the Association exercising any and all remedies against the violator and, if the violator is not the owner of a unit, the unit owner including fines, suspension of common element use rights, suspension of voting rights, and injunctive relief.

RULES AND REGULATIONS, BOARD MEETING 03/26/94

CHANGE 1, BOARD MEETING 10/03/00

CHANGE 2, BOARD MEETING 11/18/00

CHANGE 3, BOARD MEETING 07/19/02

CHANGE 4, BOARD MEETING 07/19/02

CHANGE 5, BOARD MEETING 05/16/08

CHANGE 6, BOARD MEETING 01/21/11

CHANGE 7, BOARD MEETING 01/21/11

CHANGE 8, BOARD MEETING 05/23/11

CHANGE 9, BOARD MEETING 01/20/12

CHANGE 10, BOARD MEETING 01/20/12

CHANGE 11, BOARD MEETING 05/11/12

CHANGE 12, BOARD MEETING 09/21/12

CHANGE 13, BOARD MEETING 06/30/16

CHANGE 14, BOARD MEETING 04/21/17