

**RULES AND REGULATIONS**

**OF**

**LA MER ASSOCIATION, INC.**

**1. Authority and Enforcement**

- 1.1 The Second Amended and Restated By-Laws, effective March 26, 2012 ("By-Laws"), and the Second Amended and Restated Declaration of Condominium, effective March 26, 2012 ("Declaration"), of the La Mer Association, Inc. ("Association") authorize the La Mer Board of Directors ("Board") to adopt and amend administrative Rules and Regulations ("Rules") governing the use and maintenance of the common elements and the apartments ("Units"). These Rules must be consistent with the La Mer Articles, By-Laws and Declaration provisions ("Condominium Documents") and shall be binding on all unit owners, lessees and guests.
- 1.2 The unit owners and lessees shall at all times obey these Rules and shall ensure that they are obeyed by their families, guests, invitees and contractors.
- 1.3 The Board may, from time to time, adopt new Rules or amend or repeal previously adopted Rules. Any waivers, consents or approvals given under these Rules by the Board shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of giving of such waiver, consent or approval.
- 1.4 The Board has made the La Mer Manager responsible for enforcing these Rules and expects the owners to be responsive to his directions and decisions. In the event corrective action is beyond the Manager's scope of duties, the Manager is to refer the matter to the Board.
- 1.5 The enjoyment of condominium living will be enhanced by careful attention to and compliance with these Rules and the Condominium Documents, which are designed for the mutual benefit of all owners.
- 1.6 The Rules are as follows:

**2. Occupancy and Units – (See Attachment "B")**

- 2.1. Section 11.1 of the Declaration governs the occupancy of units when the owner is in residence. When the owner is absent, Section 11.2 of the Declaration governs the occupancy.
- 2.2. Section 13.3 of the Declaration governs the occupancy of units when a lessee is in residence. When the lessee is absent, Section 13.4 of the Declaration governs the occupancy.
- 2.3. When an owner is in residence, all guests in that unit must, upon arrival, register with the Manager, and upon departure, sign out. Names and addresses of all guests and their dates of occupancy must be given at the time of arrival.
- 2.4. No person may occupy a unit as a guest in the absence of the owner unless and until written notice is given to the Board or the Manager at least three (3) days prior to the proposed occupancy. The owner must provide the names, addresses and the dates of occupancy by the guest, and such other information as may be required to ensure compliance with Section 11.2 of the Declaration.
- 2.5. When a unit is to be leased under an approved lease, the lessee shall register at the Manager's office upon arrival, and sign-out upon departure. Lessees must give names, addresses and dates of occupancy.

**3. Lease of Units – (See Attachment "B")**

- 3.1. Section 13 of the Declaration governs the leasing of units.
  - 3.2. An owner shall give the Board written notice of intention to lease a unit at least 20 days before the occupancy date of a lessee. The Board has the authority to approve or disapprove the lease. If approved, a personal interview may be required of all prospective lessees and the interview must be held prior to the occupancy date.
  - 3.3. Subleasing will not be permitted.
  - 3.4. Owners, who have leased their units in conformity with Section 13 of the Declaration, relinquish any rights to use the La Mer common elements or other La Mer property (Section 13.6 of the Declaration.)
  - 3.5. The Board may require a \$100 lease application fee.
  - 3.6. All Lessees, their families and guests must comply with the Condominium Documents and these Rules during their occupancy.
- 4. Transfer of Ownership of Units**
- 4.1. Section 12 of the Declaration governs the transfer of ownership of a unit by sale or gift.
  - 4.2. The Board must approve any such transfer of ownership, except to a family member or related person. The Board may require an interview of each prospective owner. The procedures for obtaining Board approval are set forth in Section 12.3 of the Declaration.
  - 4.3. The Board may require a transfer application fee of \$100 and a copy of the signed sales agreement.
- 5. Guest Suites – (See Attachments “A”)**
- 5.1. La Mer has three (3) guest suites that can be reserved by owners and lessees for their guests, provided that one (1) adult over 21 is in attendance at each suite and only when the owner or lessee is in residence. Owners who have leased their units may reserve a guest suite, but only on a lower priority basis, as set forth in Section 13.6 of the Declaration.
  - 5.2. Requests to use a guest suite must be submitted to the Manager on a Guest Suite Registration form during normal working hours, Monday through Friday. This form must include the names, addresses and the intended length of stay in the suite chosen. A check covering a deposit equal to two (2) nights occupancy of that suite and payable to La Mer Association, Inc., must accompany the form. The request form will be dated by the Manager to permit the use of the suites on a first-come basis for non-holiday periods.
  - 5.3. Requests to reserve a guest suite during the holiday period (Thanksgiving, Christmas, New Year’s Day, President’s Day and Easter) will not be confirmed until six (6) months prior to the first day of the intended stay. If there is more than one request for a holiday period, a lottery will be held six (6) months prior to the first day of the intended stay and the winner will be awarded the reservation.
  - 5.4. Reservations cannot be made more than one year in advance. If the request is cancelled 60 days in advance of the intended date of occupancy, the deposit shall be refunded.
  - 5.5. Reservations will not be confirmed until the Manager is in receipt of the completed reservation request form and the two (2) night deposit.
  - 5.6. Reservations shall be for a minimum of two (2) days, Monday through Thursday; or three (3) days for a weekend, which shall include Friday, Saturday and Sunday; or a maximum period of seven (7) days. For owners, the stay may be extended for an additional seven (7) days provided that no request to use the suite is received within three (3) days of the expiration date of the initial seven (7) day period. The Manager and a member of the Board must approve any exception to the provisions of this section.

- 5.7. Guest suite check-in time is 3pm and check-out time is 11am for all reservations. No daily maid service is provided in guest suites. With a seven (7) day reservation, fresh linens will be provided in the middle of the seven (7) day term upon request.
- 5.8. In order to prevent the guest suites from qualifying as a "public lodging establishment" under Florida law, all fee payments must be made by the owner or lessee and not a guest.
- 5.9. Fees and conditions for the use of the guest suites are in Attachment A, and may be changed from time-to-time by the Board.
- 5.10. Owners and lessees are responsible for any damages to the suites that were caused by them or their guests during the period of the reservation.

#### **6. Use of the Social Room on the First Floor**

- 6.1. The Social Room may be used for general activities for the benefits of all owners and their guests, and will take priority over the use of the Social Room by individual owners for private parties. Only owners may reserve the Social Room.
- 6.2. Requests to reserve the Social Room for private parties shall be submitted by an owner to the Manager and approvals will be on a first-come basis. The Manager shall be given the date requested, facilities desired, number of guests and the name of the requesting owner. The owner will be held responsible for the cleanup of the Social Room after the private party and liable for any damages to the Social Room or other common areas or the loss of any La Mer personal property used for the party.
- 6.3. The owner requesting use of the Social Room must give a \$100 deposit to the Manager. This deposit may be refunded if there are no damages or losses and the room is returned to its prior condition. An inspection of the room shall be undertaken by the requesting owner and the Manager prior to the party and after the party to ensure that there are no damages or losses and the room is returned to its prior condition.
- 6.4. All costs of rearranging furniture, etc., in the Social Room, cleaning up the kitchen and the main part of the room, or adjoining common areas, and returning the room to its prior condition shall be the sole responsibility of the owner. Under no circumstances will La Mer be held responsible for the negligence or misconduct of the owner and guests arising from the use of the room.
- 6.5. All facilities, furniture, etc., must be back in proper order by 12pm the day following the party, including the cleaning, dishwashing, storage of La Mer personal property and related items.
- 6.6. Caterers will be allowed for a private party and will supply all cooking and table wares. If requested before the day of the private party and the Manager approves, La Mer cooking and table wares may be used, provided that they do not get intermixed with those of the caterer. Caterers will use only the service entrance and not the lobby entrances. La Mer linens may not be used for any private party. The owner must provide all decorations.
- 6.7. The owner must supply a list of names of all attendees to the Manager 24 hours in advance of the party date. The Manager will provide such information to the La Mer security guards. The owner may not use valet parking service and guests will abide by parking restrictions.
- 6.8. No La Mer furniture, dishes, silverware and linens shall be used outside of the Social Room during the private party.

#### **7. The Use of the Roof Deck, Exercise Room, Library and First Floor Sauna**

- 7.1. All persons who use the roof deck, exercise room, library and the first floor sauna do so at their own risk.
- 7.2. For their own safety, children under the age of 16 should be accompanied by a responsible adult at all times for all activities at La Mer. No children under 16 shall use the pool table in the library or any of the equipment in the exercise room or the sauna unless accompanied

by a responsible adult. Any exceptions to these requirements must receive the Manager's approval.

## **8. Pets in Units**

- 8.1. Section 11.4 of the Declaration governs the keeping of pets in owned or leased units.
- 8.2. An owner with a disability who has a "service animal," as that term is defined in Florida law, has the right to be accompanied by such animal in all common areas. When not in the company of the disabled owner, the service animal is restricted to the service area and the service elevator. The service animal must be leashed at all times when outside the owner's unit.

## **9. Swimming Pool, Whirlpool and Pool Area**

- 9.1. The swimming pool and whirlpool may be used only between 8am and 10pm. Owners, lessees and guests use the pool and whirlpool at their own risk – there will be no lifeguard on duty at any time. Children under 12 must have adult supervision when using the swimming pool. The use of the whirlpool is limited to persons 14 years and over.
- 9.2. Shower before entering pool or whirlpool. Any sand, dirt or similar substances must be removed before entering pool or whirlpool. Anyone whose hair extends to shoulder level must wear a bathing cap or secure it at the nape of the neck.
- 9.3. Floats, rafts, beach balls, toys and similar objects may not be used in the pool or whirlpool. Adults in the pool when doing exercise programs as individuals and in groups may use small floats and similar equipment. Games involving running, shouting or other objectionable behavior or conduct are prohibited in the pool, whirlpool and pool area. No glass containers or breakable items are permitted in the pool area. No diving or diving gear will be permitted in the pool.
- 9.4. Pool furniture and equipment are for use only in the pool area and may not be taken from the pool area or reserved by anyone not in the pool area at the time. Towels must be used to cover pool furniture when suntan oil, creams or lotions are used.
- 9.5. All persons must be properly attired, dry and sand-free when entering and leaving the pool area or when coming in from the beach; beach chairs and umbrellas should be sand-free before returning them to the storage room. They must also wear a cover-up and shoes when entering the building. Water drips in the lobby and lobby elevators are to be avoided.
- 9.6. Playing radios (without headsets) or musical instruments is not permitted in the pool area. Cell phone conversations should be kept in a normal tone of voice as to not disturb others in the pool area or the main La Mer building.
- 9.7. Babies and toddlers must wear disposable swim diapers in the pool.
- 9.8. Only authorized people may enter the pool control room.

## **10. Elevators**

- 10.1. There are three (3) elevators in the lobby area and one in the service area. Care should be taken while using an elevator to avoid unnecessary and costly repairs. The service elevator must be used to transport groceries, luggage, golf clubs and similar objects. Carts are provided for the transport of these items and should be returned to the cart storage area on the first floor.
- 10.2. Elevator doors shall never be propped open nor shall any form of key or control be used to delay the normal functioning of an elevator.
- 10.3. Children shall be instructed in the proper use of the elevators and their parents shall be held responsible for any misuse or damages.

## **11. Trash Rooms and Chutes**

- 11.1. Each floor has a trash room and a trash chute for the placement of garbage, used paper products, bottles, cans, cardboard boxes, and similar objects. Boxes may be placed in the trash room for disposal by La Mer employees. Garbage should always be placed in a sealed plastic bag and placed in the chute, and under no circumstances be left in the trash room. Newspapers, glass bottles and jars, cans and similar objects must be placed in the proper bins in the trash room, and not dropped into the chute at any time.
- 11.2. All broken glass or sharp objects and large objects, such as pieces of furniture, should be deposited directly into the outside dumpster on the north side of the building.
- 11.3. The trash chute door must be closed at all times when not in use.
- 11.4. The trash chute may be used only between 8am and 10pm. Do not use the chute between 8am and 9am on Friday mornings.

## 12. **Bicycles, Roller Skates and Skateboards**

- 12.1. Bicycles shall be kept in designated spaces within the building and need to have a sticker with the bicycle owner's name and unit number. All bicycles must be registered with the Manager before storing in bicycle storage rooms.
- 12.2. Bicycles may not be brought into the main lobby area and are restricted to the service area.
- 12.3. The use of roller skates, skateboards and similar items is prohibited on the premises.

## 13. **Noise**

- 13.1. Out of consideration for their neighbors, owners, guests and lessees shall keep noise to a minimum, including television sets, stereos and all types of sound equipment. Complaints should be brought to the attention of the Manager who will take such corrective action as may be necessary.
- 13.2. Garbage disposers are to be operated only between 8am and 10pm.
- 13.3. No person shall engage in loud and boisterous or other disorderly, profane, indecent, immoral or unlawful conduct while on any portion of La Mer property, including inside any units, on balconies, in the pool area or in any common areas.

## 14. **Vehicle Parking and Use of Covered Parking**

- 14.1. Each unit has one or two assigned parking spaces in the covered garage and identified by the unit's number. Each garage space is designed for the parking of one vehicle. The following vehicles may not be parked in the garage: commercial vehicles, as that term is defined in 11.8 of the Declaration, campers, van conversions, busses, boats, trailers, buggies, dune buggies, recreational vehicles, and those set forth in Section 11.8 of the Declaration.
- 14.2. Vehicles shall be parked within the boundaries of the assigned space(s) and with front wheels close to the curb.
- 14.3. Vehicles left in parking spaces for an extended period of time in the absence of the owner should have keys placed with the Manager in the event of a hurricane, etc. La Mer assumes no responsibility for any unattended vehicles left on its premises.
- 14.4. Written permission to park a vehicle in another owner's space must be on file with the Manager. This is not necessary if a lessee is parking in the space of an owner of the leased unit with the owner's permission.
- 14.5. Overnight parking is not permitted in the "Short Term Parking Zone." Visitors should be instructed to park in the "Visitor Parking Areas." Service trucks must park in designated areas and other trucks, trailers or campers are not permitted to park except to load or unload. Boats and boat trailers are not permitted to be parked overnight either in a garage space or anywhere on property subject to the control of La Mer.

## **15. Complaints Against La Mer Employees**

- 15.1. Complaints against any La Mer employee must be in writing, addressed to the Manager (or to the Board if the complaint is against the Manager) and signed. No employee shall be personally reprimanded by any owner, lessee, spouse, or guest.
- 15.2. No direct employee of La Mer shall perform any work or personal service for an owner, lessee or guest in a unit at any time.

## **16. Security at La Mer**

- 16.1. Security will be available 24 hours a day by either La Mer employees or hired security guards. Unauthorized persons will be prevented from entering the building or grounds. All visitors and guests must sign in at the lobby desk or the maintenance service entrance. Owners must provide notification in advance before a visitor or guest is permitted to enter the building.
- 16.2. A log of all contractors, vendors and their employees who enter the building will be maintained, including names of employees and data on arrival and departure times. These persons will not be allowed to enter an unoccupied unit unless authorized, in writing, by the owner. All workmen must vacate the building by 5pm, except for emergency repairs.
- 16.3. Soliciting of any type is not permitted.

## **17. Physical Changes to Exterior of La Mer Building or Unit**

- 17.1. Any owner planning to do any work in his unit that will be visible from the exterior of the building in any manner must submit a written request to the Manager for approval of the project with drawings and plans.
- 17.2. Owners are not permitted to place or attach any personal items of any kind on the floor, walls, door, or ceiling anywhere outside of their unit, except as permitted by Florida Statute, including externally on the basket provided by the Association. Items are allowed to be stored inside the basket. There will be one exception, for one-week prior to and one-week following a holiday, a holiday decoration may be hung on the owner's door using either a magnet or stick on holder (no holes allowed) to hang this decoration. In the event of a violation of this regulation, the item will be subject to removal by the La Mer Building Manager.

## **18. Interior Remodeling and Renovation**

- 18.1. An owner must notify the Manager of any proposed remodeling or renovation work to be performed by him or a contractor in a unit before any such project commences. An owner must provide to the Manager all plans, drawings and such other details of the project as the Manager may request.
- 18.2. Approval of the Manager must be obtained before any such work may commence within the unit and before tools and supplies may be brought into the building for such purposes. Depending on the nature of the project, Board approval may be required as well.

## **19. Balconies of Units**

- 19.1. Any cooking on the balconies is not permitted, except in the penthouse units when using permanent electric grills that have been approved by the Manager.
- 19.2. To avoid water or other damage to neighboring units, an owner may not use water hoses to clean the balcony screens or balcony floor.
- 19.3. Balcony shutters are the responsibility of the owner to repair and maintain. The Manager must approve any shutter replacement.

## **20. Unit Entry Doors**

- 20.1. Unit entry doors must be kept closed except for ingress and egress.
- 20.2. No screens or other barriers are allowed on entry doors and doorframes.

**21. Weekend and Holiday Work Within Units**

- 21.1. An owner must obtain from the Manager permission for any work to be performed in his unit on a Saturday by a contractor and for any deliveries to a unit of such items as major appliances and furniture.
- 21.2. No workmen or delivery persons will be allowed in the building on Sundays and Holidays; this includes carpet installers, painters, carpenters, wallpaper hangers, tile layers, movers and similar workmen.
- 21.3. Owners, lessees and guests are requested to refrain from performing do-it-yourself type repairs or installations in their units on weekends and holidays that require the use of hammers, power drills, power saws and similar equipment that may disturb neighbors.
- 21.4. Emergency situations requiring immediate attention are excepted.

**22. Vehicle Passes**

- 22.1. Upon request of an owner or lessee, temporary vehicle passes may be issued for use by guests for 15 days and, if needed, renewed for an additional period. These passes should be left in the car in a visible location when a vehicle is parked on La Mer property.
- 22.2. Owners may obtain from the Manager, barcode stickers to affix to a vehicle window that will enable automatic entry through the front gate. These stickers have code numbers to enable identification of the owner of a vehicle. When a unit is sold, the sticker must be removed from the seller's car(s). An owner may not obtain a sticker for use by anyone other than that owner.

**23. Breach of Condominium Documents and Rules**

- 23.1. In accordance with section 8.1 of the By-Laws, the La Mer Association, Inc. may assess fines against units whose owners fail to comply with the Condominium Documents and these Rules or for a lessee or guest who commits such a violation.
- 23.2. Florida law governs the powers and duties of the Association.

Adopted by the Board of Directors on: **February 28, 2019**

*Rick Lines*  
President

*Eli Florence*  
Vice President

**ATTACHMENTS "A" & "B" TO RULES AND REGULATIONS**

**OF**

**LA MER ASSOCIATION, INC.**

**ATTACHMENT "A"**

**GUEST SUITE RATES**

<b>SUITE TYPE</b>	<b>NOV 1 THRU APR 30 RATES</b>	<b>MAY 1 THRU OCT 31 RATES</b>
Small Suite, 2 <sup>nd</sup> Floor	\$ 100.00	\$ 80.00
Rooftop Suite	\$ 120.00	\$ 100.00
Grande Suite, #200 (2 <sup>nd</sup> Floor)	\$ 175.00	\$ 150.00

**SUMMER SPECIAL:** Any owner staying in a guest suite during August and September will be charged one night for each two nights occupied.

**CLEANING FEE:** The Grande Suite will incur a one-time cleaning fee in the amount of \$45.00 per visit. The Rooftop Suite and the Small Suite will incur a one-time cleaning fee in the amount of \$25.00 per visit.

**CANCELLATIONS:** If the reservation is cancelled 60 days in advance, the deposit shall be refunded. If the reservation is cancelled in less than 60 days, but is later reserved by another unit owner, the deposit shall be refunded.



## ATTACHMENT "B"

11. **USE RESTRICTIONS:** The use of the units shall be in accordance with the following provisions.
- 11.1 **Units.** Each unit shall be occupied by only one (1) family at a time and not more than eight (8) persons. Each unit shall be used as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in the unit or from handling their personal, business or professional telephone calls or written correspondence in and from their unit. Such uses are expressly declared customarily incident to residential use.
- 11.2 **Guest Occupancy in Absence of Owner.** If the owner and the owner's family who permanently reside with the owner are absent from the unit and are not occupying it, and the unit has not been leased, the owner may permit the unit to be occupied by guests only in accordance with the following:
- (A) **Closely Related Guests.** The parent, adult child, brother or sister of the unit owner or the unit owner's spouse, together with their family or guests, may occupy the unit once during the six (6) month period from November 1 to April 30, and once during the six (6) month period from May 1 to October 31. The maximum length of any such occupancy shall be 15 days. Occupancy is limited to two (2) persons per bedroom.
- (B) **Others.** Adult house guests not included in Section 11.2(A) may occupy the unit twice in any calendar year. The maximum length of any such occupancy shall be 15 days. Occupancy is limited to two (2) persons per bedroom. Any occupancy under this section is counted as a lease in determining the number of leases allowed.
- (C) **Notice.** No person may occupy a unit as a guest in the absence of the unit owner or the owner's spouse unless and until written notice of such intention is given to the Board or the Association's manager at least three (3) days prior to the proposed occupancy, together with the names and addresses of the proposed occupant(s), the dates of occupancy, and such other information as the Board may reasonably require.
- (D) The Board of Directors shall have the authority to grant exceptions to the limitations contained in this paragraph regarding guest occupancy provisions in order to avoid undue hardship under special circumstances. The granting of one exception shall not constitute a precedent for the granting of other exceptions.
- 11.4 **Pets.** The keeping of pets other than fish within the Condominium is prohibited. No pets of any kind are permitted in leased units. An owner with a disability, who has a service animal, as defined in the Florida statutes, has the right to be accompanied by such animal in all common areas. When such service animal is not in the company of the disabled owner, however, its presence shall be restricted to the service entrance and service elevator. Service animals must be leashed at all times while on the condominium property outside of the unit. An owner of a service animal shall clean up any waste of his or her animal from the common elements or anywhere on the condominium property. The Board is empowered to order and enforce the removal of any animal which becomes a source of unreasonable annoyance to other residents of condominium.
- 11.8 **Trucks, Motor Vehicles and Commercial Vehicles.** Vehicles not in operating condition, trucks, commercial vehicles, campers, boats, trailers or any vehicle not able to be

registered by the State of Florida as an "automobile" may not be parked in carports and kept on the common property overnight. The term "commercial vehicle" is defined as vehicles with lettering or advertising, vehicles registered as a commercial vehicle, or vehicles with extension ladders or attachments intended for commercial use. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or sport utility vehicles (SUV's) or clean "non-working" vehicles such as pick-up trucks, vans or cars if they are used by the owner on a daily basis for normal transportation. Parking violations are subject to fine and a non-conforming vehicle may be towed at the owner's expense in accordance with applicable law.

12. **TRANSFER OF OWNERSHIP OF UNITS:** In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner is subject to the following provisions.

12.3 **Procedures.**

(A) **Notices to the Association.**

1. **Sale or Gift.** An owner intending to make a sale or gift of their unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser or donee, a copy of the executed purchase agreement, and such other information as the Board may reasonably require. The Board may require a one-hundred dollar (\$100) application fee, except as may be amended by Florida law, and the personal appearance of any purchaser or donee and their spouse, if any, as a condition for approval. The seller shall give the buyer a governance form provided by the Florida Division of Condominiums.
2. **Devise, Inheritance, or Other Transfers.** The transferee must notify the Board of their ownership and submit to the Board, a certified copy of the instrument evidencing the ownership and such other information as the Board may reasonably require. The transferee has no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures provided in this Section and in Section 13.
3. **Failure to Give Notice.** If no notice is given, the Board at its option may approve or disapprove the transfer without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

- (B) **Board Action.** The Board may run a background and credit check for each applicant within twenty (20) days of receipt after the required notice and all information or appearances requested, whichever occurs later, and the Board shall then approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in the Certificate of Approval executed by the President or a Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves the transfer within twenty (20) days of receiving all requests and having an interview, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee.

(C) **Disapproval.**

1. **Procedure.** A proposed transfer or transferee may be disapproved only if a majority of the entire Board so votes, after receiving a written opinion of legal counsel that such disapproval is for good cause.
  2. **Disapproval.** A Board may disapprove an applicant who has previously committed significant violations of Association rules while a tenant or as a guest in or owner of an Association unit, or an applicant who does not intend to comply with Association requirements, or an applicant who has a felony record or bad credit history which the Board concludes will present future problems to the Association. If the Board for any other reason disapproves a prospective purchaser who has signed a written contract to purchase a unit, then within sixty (60) days after giving notice of such disapproval to the owner, the Board shall submit an offer by an approved purchaser to buy the unit on the same terms and conditions that are in the purchase agreement, unless the selling price is reasonably questioned as being bona fide, in which event the price to be offered shall be determined by taking the average price established by two qualified real estate appraisers familiar with the current condominium prices in Collier County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later. If the Board fails to submit an offer to purchase by an approved purchaser within sixty (60) days after giving notice of disapproval to the owner, then the purchaser is deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.
13. **LEASING OF UNIT:** All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with the following. The lessee must be a natural person.
- 13.3 **Occupancy During Lease Term.** No one but the Lessee, their family members within the first degree of relationship by blood, adoption or marriage, and their spouses may occupy the unit except that guests may occupy the unit when the lessee is in residence for no more than fifteen (15) days in the aggregate. Occupancy is limited to four (4) persons in a two bedroom unit, and six (6) persons in a three bedroom unit. The Board of Directors shall have the authority to grant exceptions to the foregoing limitations on guest occupancy in order to avoid undue hardship under special circumstances. The granting of one exception shall not constitute a precedent for the granting of other exceptions. No pets are permitted in leased units. During the lease, the tenant shall have all use rights in the Association property and common elements available for use generally by owners, and the unit owner shall have no such rights except as a guest, unless such rights are waived in writing by the tenant.
  - 13.4 **Occupancy in Absence of Lessee.** If a lessee is absent from the unit for any period of time during the lease term, his family already in residence may continue to occupy the unit and may have house guests subject to the restriction in 13.3 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.
  - 13.6 **Guest Suites, Pool and Exercise Room.** If an owner leases his/her unit, that owner or owner's family shall only be allowed to rent guest suites after all other owners of non-leased units have first selection. In addition, owners of leased units and their families shall not be allowed to use the pool or the exercise room while the unit is under lease, unless they are the guests of another owner, Lessees are allowed to rent guest suites after all other owners of non-leased units have first selections.