



1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
(561)637-3402 Office (561)637-3407 Fax

Instructions for RENTAL RENEWAL Application – LAGO DEL REY CONDOMINIUM, INC. #1

- 1) APPLICATION MUST BE SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO LEASE EXPIRATION.
- 2) **TWO (2) COMPLETE, SEPARATED SETS OF EVERYTHING LISTED BELOW MUST BE SUBMITTED.** (APPLICATION AND THE LEASE AGREEMENT CONSTITUTES ONE SET.) **ONE SET OF THESE MUST BE THE ORIGINAL PAPERWORK.**
- 3) \$150.00 APPLICATION FEE **PER PERSON OR MARRIED COUPLE** IS REQUIRED ON SEASONAL RENEWALS. CHECK SHOULD BE MADE PAYABLE TO: **LAGO DEL REY CONDOMINIUM, INC. #1.**
- 4) COPY OF CURRENT LANDLORD PERMIT FROM THE CITY OF DELRAY BEACH IS REQUIRED.
- 5) EACH PAGE MUST BE PROPERLY COMPLETED.

ALL MATERIALS MUST BE PROPERLY COMPLETED AND SUBMITTED TOGETHER OR THIS APPLICATION PACKET MAY NOT BE PROCESSED. OUR OFFICE WILL DO ITS BEST TO EXPEDITE ALL PAPERWORK IN A TIMELY FASHION. WE WOULD LIKE TO CONVEY TO YOU THAT MOST DELAYS ARE CAUSED BY INCOMPLETE PAPERWORK. PLEASE LOOK OVER THESE INSTRUCTIONS CAREFULLY. PLEASE CALL OUR OFFICE AT (561) 637-3402 WITH ANY QUESTIONS BEFORE SENDING COMPLETED PACKETS IN.

APPLICATION FOR OCCUPANCY – RENTAL RENEWAL APPLICATION
LAGO DEL REY CONDOMINIUM, INC. #1

PLEASE TYPE OR PRINT – COMPLETE ALL QUESTIONS AND FILL IN BLANKS
HUSBAND AND WIFE OR PARENT(S) AND CHILD(REN), IF OVER THE AGE OF 18, ON ONE APPLICATION ONLY
UMARRIED COUPLES OR ROOMMATES ON SEPARATE APPLICATIONS

Date of Application: _____

Current Owner Name: _____

Address: _____

Telephone: _____ (Home) _____ (Cell) _____ (Work)

This application is being made to lease:

Address: _____

APPLICANT INFORMATION:

Full name(s) of applicant(s):

_____ Phone Number: _____

_____ Phone Number: _____

Number of Occupants: _____ Adults: _____ Children under the age of 18: _____

Number of Pet(s): _____ Type: _____ Weight of pet(s): _____

PERSON TO BE NOTIFIED IN THE EVENT OF AN EMERGENCY:

Name: _____

Phone Number: _____

Relationship: _____

Application Accepted: _____ Application Refused: _____

BY: _____

UNAPPROVED OCCUPANTS – RENTAL RENEWAL APPLICATION (CONT.)

Lago Del Rey Condominium, Inc. #1 requires ALL occupants over the age of eighteen (18) to be screened and approved by the Board of Directors prior to residing on the property. If your child turns eighteen (18) during the course of the lease, they must be screened and approved in order to remain on the property.

A guest is defined as anyone staying overnight up to five (5) days in one month. Anyone staying longer than that period will be deemed an occupant and will be required to be screened and approved and have permission of the unit owner.

Should you be found to have unapproved occupants residing in your unit, you will be given seven (7) days to either submit the required documentation and pay the required application and background check fees or verify the unapproved occupant(s) have vacated the premises.

Failure to adhere to this policy could result in your eviction by the Association.

Applicant's Signature

Date

**AUTHORIZATION AGREEMENT FOR ASSOCIATION TO COLLECT RENT
UPON DELINQUENCY IN MAINTENANCE PAYMENTS**

WHEREAS _____ (herein "Owner"), is the record Owner(s) of Unit _____ located at _____ Zorno Way, Delray Beach, FL 33445, in Lago Del Rey Condominium, Inc. #1 as amended and recorded in the Public Records of Palm Beach County, FL,

WHEREAS Lago Del Rey Condominium, Inc. #1 (herein "Association") is the entity charged with the operation and management of the Condominium; and

WHEREAS, Owner desires to lease unit to _____ (herein "Lessee(s)") pursuant to a lease submitted herewith; and

WHEREAS, the parties desire the approval of the Association for the lease, pursuant to of the Declaration of Condominium.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is expressly acknowledged, the parties hereto agree as follows:

1. Upon the execution and delivery of this Authority Agreement, the Association shall provide the necessary approval for the lease.
2. If, at any time during the pendency or term of the lease, Owner becomes delinquent in payment of assessments to Association, Owner and Lessee(s) agree that the Association shall have the power, right and authority to demand lease payments directly from the Lessee(s) and deduct such past due assessments, costs and attorney's fees, if any, as may be delinquent. Further, Owner and Lessee(s) agree that Lessee(s) will pay the full rental payment due, to the Association, upon written demand. Owner expressly absolves Lessee(s) from any liability to Owner for unpaid rent under the Lessee Agreement. If such payment is made directly to Association upon demand from Association, and there are funds left over, the Association shall immediately remit the balance to Owner at the address listed in the Association records.
3. Should Lessee(s) fail to comply with the demand of the Association within three (3) days of receipt of a demand for payment hereunder, the Association is hereby granted the authority to obtain a termination of the tenancy, in the name of the Owner, through eviction proceedings, or to seek injunctive relief or specific performance under this contract. Owner and Lessee(s) further agree that, if such legal action becomes necessary, the Association shall be entitled to recover reasonable attorney's fees and costs, including appeals, from owner.

Agreed to this _____ day of _____, 20_____.

OWNER: _____

LESSEE(S): _____

BY: _____

ATTEST: _____

LAGO DEL REY CONDOMINIUM, INC. #1

LAGO DEL REY CONDOMINIUM, INC. #1
VEHICLE REGISTRATION FORM – ONLY 2 VEHICLES ALLOWED PER UNIT

To insure all residents have appropriate parking space, we ask that you fill out the form below and return it with the Application. If any of your vehicle information changes, please inform the Association immediately in writing to the address below. Thank you for your cooperation.

Resident Name: _____
Telephone Number: _____
Resident Name: _____
Telephone Number: _____
Names of all other residents living in the unit: _____

Unit Number: _____
Assigned Parking Space Number (if applicable): _____

Check your appropriate status: _____ I am the owner _____ I am the Renter/Tenant

Number of vehicles that will be parked on the premises: _____

Provide information below for each and every vehicle that will be parked on the premises.

Make and Model of Vehicle #1: _____
Year: _____
Color: _____

*Please submit a copy of this vehicle's registration along with this form *

Make and Model of Vehicle #2: _____
Year: _____
Color: _____

*Please submit a copy of this vehicle's registration along with this form *

All vehicles are required to be in good working condition, with a current license tag, and properly insured. Park only in your assigned space. Advise all guests to park in the designated guest spots only.

Submit this form to:

Lago Del Rey Condominium, Inc. #1
c/o Wilson Landscaping & Management Corp.
1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
(561)637-3402 Office Number
(561)637-3407 Fax Number

LAGO DEL REY CONDOMINIUM, INC. 1

PET APPROVAL APPLICATION FORM

THIS SECTION TO BE COMPLETED BY THE OWNER/RENTER

Owner/Renter Name: _____

Unit Address: _____

Phone: _____ Email: _____

DESCRIPTION OF PET (25 POUND WEIGHT LIMIT)

CAT/DOG/OTHER: _____ BREED: _____

NAME: _____ WEIGHT: _____ AGE: _____

GENDER: _____ NEUTERED: _____ COLOR: _____

*****A PHOTO OF YOUR PET MUST BE ATTACHED TO THIS APPLICATION*****

*****ATTACH VETERINARIAN DOCUMENT THAT VERIFIES PET WEIGHT*****

*****BOARD MEMBERS MUST BE ABLE TO SEE PET PRIOR TO APPROVAL*****

I understand that if my pet causes a nuisance or creates an unreasonable disturbance, or if I have failed to be compliant with the governing documents concerning pets, the Board of Directors, at its sole discretion, has the authority to cause the pet to be removed from the property and that I, as the pet owner, shall permanently remove the pet from the property within three (3) days upon written notice from the Board of Directors of the Association.

I also acknowledge that it is my sole responsibility to be aware of and to follow any and all governing documents and Rules and Regulations of this condominium concerning pets. Pets are required to be on leash at all times and pet owners are responsible for being in control of pets at all times.

SIGNATURE OF PET OWNER: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE BOARD OF DIRECTORS

APPROVAL GRANTED: **YES** _____ **NO** _____

BOARD MEMBER SIGNATURE: _____ DATE: _____

BOARD MEMBER SIGNATURE: _____ DATE: _____

BOARD COMMENTS: _____

LAGO DEL REY CONDOMINIUM, INC 1
RULES AND REGULATIONS

1. PETS

- A. NO PETS PERMITTED WITHOUT PRIOR WRITTEN BOARD APPROVAL.
- B. LIMIT OF 2 PETS PER HOUSEHOLD.
- C. NO PET MAY EXCEED 25 POUNDS.
- D. NO PET SHALL BE ALLOWED OUTDOORS UNLESS ON A LEASH.
- E. NO PET SHALL BE LEFT UNATTENDED OUTDOORS.
- F. PET EXCREMENTS MUST BE PICKED UP AND DISPOSED OF PROPERLY.
- G. NO AGGRESSIVE PETS OF ANY KIND ARE PERMITTED.
- H. ANY PET CAUSING OR CREATING A NUISANCE OR UNREASONABLE DISTURBANCE SHALL BE PERMANENTLY REMOVED FROM THE PROPERTY.

2. GARBAGE ENCLOSURES

- A. GARBAGE MUST BE IN BAGS THAT ARE CLOSED SECURELY AND PLACED IN PROPER RECEPTACLE.
- B. RECYCLABLE ITEMS MUST BE PLACED IN PROPER RECEPTACLE.
- C. RECYCLABLE RECEPTACLES MUST BE PLACED CURBSIDE PRIOR TO SCHEDULED PICKUP.
- D. DARK GREEN RECEPTACLES ARE TO BE LEFT IN ENCLOSURE FOR PICKUP BY SOLID WASTE.
- E. BULK PICKUP MUST BE CALLED INTO PROPERTY MANAGEMENT COMPANY.

3. PARKING AREAS

- A. VEHICLES MUST BE PULLED UP TO CONCRETE PARK STOP.
- B. VISITOR PARKING IS PERMITTED ALONG ZORNO WAY.
- C. NO EXTENDED PARKING PERMITTED ALONG ZORNO WAY.
- D. NO VEHICLES ARE PERMITTED ON GRASS AREAS FOR ANY REASON.
- E. COMMERCIAL VEHICLE PARKING IS PERMITTED DURING SERVICE CALLS ONLY.
- F. NO SIGNAGE OF ANY TYPE MAY BE ON RESIDENT VEHICLES.

4. LEASING/PURCHASING/VISITORS

- A. ALL LEASES ARE TO BE SUBMITTED TO THE BOARD FOR APPROVAL PRIOR TO OCCUPANCY.
- B. ALL ADULTS RESIDING IN LEASED UNITS ARE SUBJECT TO BOARD APPROVAL PRIOR TO OCCUPANCY.
- C. ALL RENTERS AND GUESTS ARE SUBJECT TO LAGO DEL REY 1 GOVERNING DOCUMENTS AND RULES.
- D. NO VISITORS IN EXCESS OF 60 DAYS WITHOUT PRIOR BOARD APPROVAL.

5. COMMON AREAS

- A. NO LANDSCAPING MAY BE ADDED OR MODIFIED WITHOUT BOARD APPROVAL.
- B. NO EXTERIOR MODIFICATIONS OF ANY KIND MAY BE MADE WITHOUT BOARD APPROVAL.
- C. NOTHING MAY BE AFFIXED TO ANY EXTERIOR SERVICE.
- D. NO IRRIGATION MODIFICATIONS OF ANY KIND ARE PERMITTED.
- E. FRONT ENTRY AREAS ARE TO BE KEPT CLEAN AND CLEAR. NO BROOMS, TOOLS, ETC.
- F. ONE ITEM (WREATH OR DECORATION) MAY BE HUNG ON THE FRONT DOOR OR SCREEN DOOR.
- G. ONE DECORATIVE POT/CONTAINER WITH PALM, SHRUB, FLOWERS, IN GOOD CONDITION IS PERMITTED AT THE FRONT ENTRANCE OF EACH UNIT. DECORATIVE POT/CONTAINER MAY BE LOCATED UNDER FRONT DOOR LIGHT IN PLANTING BED OR IN PLANTING BED AT HALF-WALL. NO VINES!
- H. HOSES SHALL BE WRAPPED NEATLY IN PLANTING BED, HUNG ON DECORATIVE, FREE STANDING HOSE BIBB, OR STORED IN HOSE RECEPTACLE (TAN OR BROWN) IN PLANTING BED, SPACE PERMITTING.
- I. NO ALTERATIONS OF COMMON ELEMENTS OR LIMITED COMMON ELEMENTS WHETHER OUTSIDE OR WITHIN A UNIT WITHOUT PRIOR WRITTEN BOARD APPROVAL AND APPLICABLE PERMITS.

6. PATIOS

- A. PATIOS ARE NOT DUMPING GROUNDS! NO ITEMS INCLUDING, BUT NOT LIMITED TO, EMPTY POTS, TOOLS, BAGS OF SOIL OR MULCH, GROWN CANS, BUCKETS, ETC. ARE PERMITTED!!!
- B. PATIOS MUST BE KEPT CLEAN AND IN GOOD REPAIR AT ALL TIMES.
- C. OUTDOOR FURNITURE IS PERMITTED ON PATIO IF ITS IN GOOD REPAIR AND CLEAN.
- D. OUTDOOR GRILLS ARE PERMITTED ON THE PATIO IF IN GOOD REPAIR.
- E. GRILL COVERS MUST BE IN GOOD REPAIR.
- F. ONE STORAGE LOCKER (BENCH STYLE IN TAN OR BROWN) IS PERMITTED ON PATIO.
- G. POTS WITH DECORATIVE PLANTS IN GOOD CONDITION ARE PERMITTED ON PATIO.
- H. BICYCLES IN GOOD REPAIR MAY BE PLACED ON PATIO.

7. POOL FACILITIES

- A. NO PETS ARE PERMITTED AT CLUBHOUSE OR POOL FACILITIES.
- B. NO OVERNIGHT/EXTENDED PARKING IS PERMITTED WITHOUT LDRCMC WRITTEN APPROVAL.
- C. POOL GATE KEYS ARE THE OWNERS RESPONSIBILITY.

NO OWNERS/RESIDENTS MAY INTERFERE, DIRECT OR DISRUPT WORKERS.

ANY REPAIRS OR COSTS INCURRED BY THE ASSOCIATION DUE TO OWNER/TENANT VIOLATIONS WILL BE CHARGED BACK TO THE OWNER.

ALL WARNINGS AND VIOLATIONS WILL BE IN WRITING AND MUST BE REMEDIED IMMEDIATELY BY THE OWNER. OWNERS, YOU ARE RESPONSIBLE MAKING SURE THAT YOUR TENANTS COMPLY TO ALL RULES AND REGULATIONS.

NON-COMPLIANCE WILL RESULT IN VIOLATIONS BEING REFERRED TO THE ASSOCIATION ATTORNEY FOR FURTHER ACTION WITH ASSOCIATED COSTS BEING THE RESPONSIBILITY OF THE OWNER.

ANY QUESTIONS OR CONCERNS PLEASE CONTACT THE MANAGEMENT COMPANY:

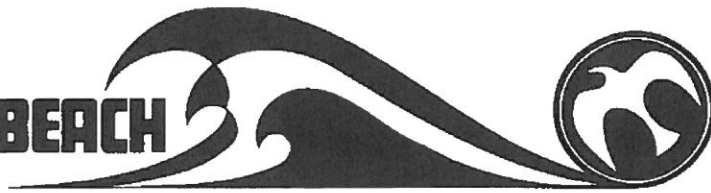
WILSON LANDSCAPING & MANAGEMENT CORP.
1300 NW 17TH AVE, SUITE 270
DELRAY BEACH, FL 33445
561-637-3402 (OFFICE)

APPLICANTS SIGNATURE

DATE

APPLICANTS SIGNATURE

DATE



Community Improvement

100 NW 1st Avenue

Delray Beach, FL 33444

**INSTRUCTIONS FOR APPLICATION AND AFFIDAVIT FOR
LANDLORD PERMIT
RESIDENTIAL PROPERTY**

(561) 243-7203 Ext. 7139

1. Applicants are hereby advised that any leases, subleases, and/or agreements to occupy the building for which a permit is sought should provide that such agreement does not become effective until receipt of the approval by the City's Director of Community Improvement or his/her designee of this application.
2. Please complete **ALL** applicable information on the Application for Landlord Permit and the Landlord Permit Affidavit. Incomplete applications will not be considered and will be returned to the applicant.
Note: Please complete the Permit Application for each rental unit. Attach additional sheets as necessary. A Landlord Permit is **NOT** required for a hotel, for any unit enrolled in a federal housing program, or under Housing and Urban Development general supervision.
3. **A Landlord Permit Affidavit must be notarized and submitted with each application.** A permit cannot be issued without the affidavit. Be sure to read the information on the reverse side of the affidavit. (A Notary Public is available in the Code Enforcement Division.)
4. Landlord Permits are issued for the 12-month period beginning on **November 1**, through **October 31**, at a fee of **\$75.00 per rental unit**. Each separate lease, sublease, and/or agreement constitutes a rental unit. Please do not send cash. Checks must be made payable to the City of Delray Beach. The fee will not be prorated. **Landlord Permits not renewed within 60 days of the annual renewal date will be subject to triple permit fees.**
5. Please return your completed application, notarized affidavit, supplemental sheets (if any), and payment to Landlord Permit Section, Code Enforcement Division, City of Delray Beach, 100 NW 1st Avenue, Delray Beach, Florida 33444.
6. If approved, applicants shall be required to provide a copy of the lease, sublease and/or agreement for each rental dwelling unit at the time of the application and/or renewal. In the event of an oral agreement between the parties, a pre-approved lease agreement can be found on the City of Delray Beach website (www.mydelraybeach.com) under the Community Improvement heading. A lease agreement is required for each rental unit and must be completed in its entirety. **The agreement MUST be signed and notarized by both parties. Please be advised that, within thirty (30) days of any modification of the lease agreement, said modification must be provided to the City. Modifications include, but are not limited to, any changes in tenants, changes in terms of the lease, etc. Failure to provide the City with a modification could result in the revocation of any permit issued by the City of Delray Beach.**

If you have any questions or need further information, please call the Code Enforcement Division at (561) 243-7243, 8:00 AM to 5:00 PM, Monday through Friday.



Landlord Permit # _____

CITY OF DELRAY BEACH APPLICATION FOR LANDLORD PERMIT

IF YOU HAVE MORE THAN ONE RENTAL UNIT AND IF YOU RECEIVE A SEPARATE PROPERTY TAX BILL FOR EACH UNIT, YOU **MUST** COMPLETE A SEPARATE APPLICATION FOR EACH UNIT.

PLEASE PRINT

Property Control No. _____

Rental Address _____

Property Owner _____ Phone _____

Mailing Address _____

City _____ State _____ Zip _____

Email _____

Type of Building _____ Single Family Are you under the HUD Program?

_____ Duplex Yes _____ No _____

_____ Multi Family

TOTAL NUMBER OF UNITS OR SEPARATE LEASES IN BUILDING _____

NUMBER OF RENTAL UNITS FOR THIS PERMIT _____

PLEASE COMPLETE THIS RENTAL INFORMATION:

Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____

A notarized Landlord Permit Affidavit (attached) **MUST** accompany this application before a permit will be issued.

Signature of Owner or Authorized Agent _____

DO NOT WRITE BELOW THIS LINE

DATE: _____

AMOUNT PAID: _____

SUPPLEMENTAL SHEET FOR APPLICATION FOR LANDLORD PERMIT

DESIGNATE UNIT NUMBERS BELOW:

Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
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Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____
Unit No. _____	No. of Bedrooms _____	No. of Bathrooms _____	Total No. of Occupants _____



LANDLORD PERMIT AFFIDAVIT RESIDENTIAL PROPERTY

I, _____, being duly sworn affirm that I am authorized to apply for a landlord permit for the following residential unit(s) located at _____ because:

- ☐ I am the actual owner of the unit(s) OR
☐ I have the legal authority to represent the actual owner of the unit(s). [Submit a copy of your authorization from the property owner.]

I have read and understand the requirements of the Delray Beach Code of Ordinances and Land Development Regulations and affirm that the above described residential unit(s) complies with those requirements. I further affirm that the above residential unit(s) is in sound structural condition, has electrical service and that all electrical devices are properly installed and in good working order. I also affirm that every habitable room has at least one window or skylight facing directly to the outdoors and that all windows are capable of being easily opened and secured in position by existing window hardware and have screens (if there is no central a/c) and unbroken glazing.

New or Renewing Landlord Permit Application

- ☐ I am applying for a Landlord Permit for the above described residential unit(s) for the first time. I am enclosing a copy of the current lease for each of the above described residential unit(s) with this Affidavit.
- ☐ I am applying to renew an existing Landlord Permit for the above described residential unit(s). I am enclosing a copy of the current lease for each above described residential unit(s) with this Affidavit.

Description of Vehicles for Parking Stickers:

Vehicle 1: Make _____ Model _____ Color: _____ License Plate Number: _____

Vehicle 2: Make _____ Model _____ Color: _____ License Plate Number: _____

Vehicle 3: Make _____ Model _____ Color: _____ License Plate Number: _____

Vehicle 4: Make _____ Model _____ Color: _____ License Plate Number: _____

Compliance with Chapter 117, "Landlord Permits"

I certify that I am in compliance with all applicable requirements of Chapter 117, Landlord Permits, including specifically the following:

1. I will provide each tenant with a copy of:
 - a. Chapter 83, *Florida Statutes*, Part II, entitled "Residential Tenancies";
 - b. Chapter 117 of the Code of Ordinances, entitled "Landlord Permits"; and
 - c. A pamphlet provided by the City containing guidelines for rentals.
2. I ☐ am ☐ am not [you must check one of the boxes] otherwise required to follow Chapter 83, *Florida Statutes*, regarding evictions.

For those applicants that are not otherwise required to follow Chapter 83, *Florida Statutes*—I am providing with my Landlord Permit Affidavit the following proof of availability of an alternative temporary dwelling unit in the event of an eviction, in compliance with Section 117.06 of the Code of Ordinances of the City of Delray Beach:_____

[describe type of proof and attach proof to Affidavit].

3. All of my tenants shall be in compliance with Chapter 136 of the Code of Ordinances of the City of Delray Beach regarding Sexual Offenders and Sexual Predators.

I will inform the City of Delray Beach Code Enforcement Division of any changes from the original Application for Landlord Permit and supplemental sheets (if utilized) concerning ownership, owner's mailing address for permits and renewals, number of unit(s), number of units under Federal programs or HUD supervision, number of bedrooms or number of occupants in each unit within thirty (30) days of each such change. I affirm that the individual unit(s) described above will only be rented to occupants whose relationship does not violate the City's definition of family, which I acknowledge as reading and understanding. I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING INFORMATION THE FOREGOING INFORMATION THAT I HAVE PROVIDED IS TRUE AND CORRECT.

Owner or Authorized Agent: _____
(Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ who is personally known to me or who has produced
(NAME)

_____ as identification and who did take an oath.
(TYPE OF ID)

Signature

Title

Type, Print, or Stamp Name

Serial Number

FAMILY DEFINITION:

“Family” shall mean two (2) or more persons living together and interrelated by bonds of consanguinity, marriage or legal adoption, and/or a group of persons not more than three (3) in number who are not so interrelated, occupying the whole or part of a dwelling as a separate housekeeping unit with a single set of culinary facilities. Any person under the age of 18 years whose legal custody has been awarded to the State Department of Health and Rehabilitative Services or to a child-placing agency licensed by the Department, or who is otherwise considered to be a foster child under the laws of the state, and who is placed in foster care with a family, shall be deemed to be related to and a member of the family for the purposes of this definition. Occupancies in excess of the number allowed herein shall have twelve (12) months from the date of the enactment of this definition or the termination of the current lease agreement to come into compliance, whichever occurs first.

Sec. 117.03 APPROVAL OF APPLICATION

- A. The Community Improvement Director or the assigned designee, shall grant a landlord permit for the lease, sublease, and/or agreement for each rental of units within the City for residential purposes upon the filing of an application on forms designated by the City and a determination:
- 1) That the applicant has an interest in the property or is the agent or acting under the permission of one with a sufficient interest in the property to obtain a landlord permit;
 - 2) That the units comply with the requirements of the Housing Code as set forth in Section 7.4.1 of the Land Development Regulations of the City of Delray Beach with regard to those facilities necessary to make the rental unit habitable specifically including, but not limited to, numbers of bedrooms and bathrooms required for the number of persons who will occupy the dwelling;
 - 3) That the rental of the units is in compliance with applicable zoning code regulations as enumerated in Chapter 4 of the Land Development Regulations as well as all other applicable regulations within the City's Code of Ordinances and Land Development Regulations;
 - 4) That no more than three unrelated persons shall reside in any unit as further defined in the definition of "family" as provided in Appendix "A" of the Land Development Regulations;
 - 5) That an annual permit fee in accordance with Section 117.02 is paid;
 - 6) That the applicant and applicant's property are not in violation of this article;
 - 7) That proof of payment of state sales tax is provided on an annual basis at renewal for all leases that are less than six (6) months in duration in accordance with Section 212.03, Fla. Stat.;
 - 8) That the applicant has certified that they will provide each tenant with a copy of:
 - a. Chapter 83, Florida Statutes, Part II, entitled "Residential Tenancies";
 - b. Chapter 117 of the Code of Ordinances, entitled "Landlord Permits"; and
 - c. A pamphlet provided by the City containing guidelines for rentals.
 - 9) That if the applicant is not otherwise required to follow Chapter 83 or other regulations and laws concerning eviction proceedings, the applicant provides proof of availability of an alternative temporary dwelling unit in the event of an eviction, in compliance with Section 117.06 of the Code of Ordinances of the City of Delray Beach; and
 - 10) All tenants will be in compliance with Chapter 136 of the Code of Ordinances of the City of Delray Beach regarding Sexual Offenders and Sexual Predators.
- B. Any permit shall be conditioned upon receipt of the documents required by Section 117.01(B).

Sec. 117.04 DENIAL OR REVOCATION OF PERMIT APPLICATION: APPEALS

A. A permit application may be denied for the following reasons:

- 1) The application for permit is not fully completed and executed, with the Landlord Permit Affidavit;
- 2) The applicant has not tendered the required application fee with the application;
- 3) The application for permit contains a material falsehood or misrepresentation;
- 4) The use is not allowed in the zoning district;
- 5) The applicant had their landlord permit revoked within the last twelve (12) months as set forth in Section 117.04(B) below.

B. Permits may be revoked for the following reasons:

- 1) Violations of the City's Ordinances or state laws where the violation takes place at a unit regulated by Chapter 117 of the Code of Ordinances of the City of Delray Beach shall be grounds for applicable fines and the commencement of permit revocation proceedings as follows:
 - a. For each civil citation for a violation of a City ordinance, one (1) point will be assessed on the landlord permit for that individual unit.
 - b. After two (2) points are assessed on a landlord permit for an individual unit the City Manager or his/her designee will send a written warning to the permittee or agent. The warning will specify which ordinance of ordinances have been violated and will state that further citations or violations could lead to a revocation of the permit.
 - c. Accumulation of three (3) or more points on a landlord permit for an individual unit during a 12-month period from the date of the first citation shall constitute a violation of Chapter 117 of the Code of Ordinances of the City of Delray Beach.
 - d.
- 2) The representations made in the application are no longer true and correct.
- 3) The lease, sublease and/or agreement and written statement regarding all lease arrangements to occupy the building or unit(s) therein is not updated within thirty (30) days of any changes.