



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

Instructions for Rental Application – PELICAN POINTE ASSOCIATION, INC.

- 1) APPLICATION MUST BE SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO LEASE BEGINNING DATE.
- 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) EACH PAGE MUST BE PROPERLY COMPLETED.
- 4) EACH APPLICATION MUST INCLUDE A PHOTO ID FOR EACH APPLICANT (ON 8 ½ X 11 PAPER).
- 5) A \$150.00 NON-REFUNDABLE APPLICATION FEE PER PERSON OR MARRIED IS REQUIRED ON ALL NEW LEASES. THE \$150.00 APPLICATION FEE MUST BE **MADE PAYABLE TO THE PELICAN POINTE ASSOCIATION, INC.**
- 6) ALL THREE PERSONAL REFERENCE SHEETS **MUST BE COMPLETE, SIGNED, AND** PART OF THIS APPLICATION.
- 7) **THE SHARED AMENITIES FOR PELICAN POINTE RESIDENTS ARE: THE GUARD GATE, WEST POOL AND TENNIS COURTS ONLY. THE PELICAN HARBOR FITNESS ROOM IS PART OF THE PELICAN HARBOR YACHT CLUB, OF WHICH PELICAN POINTE IS NOT A MEMBER.**
- 8) A PERSONAL INTERVIEW IS REQUIRED FOR ALL APPLICANTS.

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 (561) 637-3402 WITH ANY QUESTIONS BEFORE SENDING COMPLETED PACKETS INTO MANAGEMENT.

NOTE: IF YOU WOULD LIKE A COPY OF THE CERTIFICATE OF APPROVAL, PLEASE PROVIDE OUR OFFICE WITH YOUR CURRENT INFORMATION ON THE BOTTOM OF PAGE 2 OF THE APPLICATION.

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, Florida 33445

Phone (561)637-3402 Fax (561)637-3407

RENTAL INFORMATION SHEET

Association: _____ **Building:** _____ **Unit:** _____

Name of Owner (s): _____

Owner (s) Address: _____

City/State/Zip: _____

Owner(s) Phone Number: _____ Owner(s) Cell: _____

Owner's E-Mail Address: _____

Name of Applicant: _____ SS#: _____ Age: _____

Co-Applicant: _____ SS#: _____ Age: _____

Applicant(s) Address: _____

City/State/Zip: _____

Applicant(s) Phone Number: _____ Applicant(s) Cell: _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ Plate#: _____

Make: _____ Model: _____ Year: _____ Plate#: _____

PLEASE LIST ALL OCCUPANT(S) WHO WILL RESIDE AT UNIT IF APPROVED:

Name	Relationship to Applicant	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE PROVIDE NAME AND ADDRESS OF WHERE TO SEND APPROVED CERTIFICATE OF APPROVAL:

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, Florida 33445

Phone (561)637-3402 Fax (561)637-3407

LESSEE AGREEMENT

In making this application to lease the unit noted on page one of this application; I/we understand that acceptance of the application is conditioned on the approval of the Board of Directors and that the decision they make is final.

- Agree that if the application is approved, to abide by all the Rules and Regulations, By-Laws and any and all restrictions of the the Association and any changes that may be imposed in the future.
- Agree that the unit may not be occupied in my absence without the prior knowledge of the Board.
- LESSEE(S), acknowledge receipt of the Rules and Regulations and understand that the unit may not be sub-leased.
- Have enclosed a check in the amount of **\$150.00 PER PERSON OR MARRIED COUPLE** payable to **PELICAN POINTE** Association as provided for by Florida Statutes and by the Condominium Documents.
- Understand that if any check paid by the Owner(s), and/or Lessee(s) is returned unpaid; any approval granted will be voided.

Applicant's Signature

Date

Applicant's Signature

Date

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561) 637-3402 Fax (561) 637-3407

REQUEST FOR PERSONAL REFERENCE

Association: PELICAN POINTE ASSOCIATION, INC. **Unit:** _____

Dear Sir/Madam:

_____ has listed you as a character reference in an application to lease an apartment in the above referenced Condominium Association.

As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

INTEGRITY:

OTHER COMMENTS:

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, FL. 33445

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INTEGRITY:

OTHER COMMENTS:

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

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As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

INTEGRITY:

OTHER COMMENTS:

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

PELICAN POINTE CONDOMINIUM ASSOCIATION, INC.
c/o Wilson Landscaping & Management Corp.
1300 NW 17th Avenue, Suite 270
Delray Beach, Florida 33445
Phone (561) 637-3402 Fax (561) 637-3407

PET PERMISSION AGREEMENT

NAME OF ASSOCIATION PELICAN POINTE ASSOCIATION, INC.

UNIT NUMBER _____ OWNER'S NAME _____

DOES THE PROSPECTIVE BUYER OR RENTER HAVE A DOG? _____ OR CAT? _____

IF SO HOW MANY? _____ WEIGHT _____ AGE OF DOG OR CAT _____

PET'S NAME _____ BREED _____

☐ MALE ☐ FEMALE COLOR _____

IS THERE CERTIFICATION FROM A VETERINARIAN THAT ALL SHOTS ARE UP-TO-DATE _____

PELICAN POINTE ASSOCIATION RULES AND REGULATIONS STATE:

- 6) **Pets. Unit owners are limited to two (2) domestic pets per household when approved by the Board of Directors. Renters must have Board approval for pets. Visitors are prohibited from having pets. A Pet Permission Agreement must be submitted by each homeowner/renter who will house a pet on the premises. Pets cannot exceed twenty (20) pounds at maturity. Pets must be under owner's control at all times. Nuisance and unhygienic pet activities are prohibited. All pet residues must be removed immediately from grounds and deposited in a securely fastened bag and deposited in the dumpsters. Owners that do not pick up after a pet will be subject to a service fee to have pet residues picked up.**

Applicant's Signature

Date

Applicant's Signature

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ and _____ who is/are personally known to me or who has
produced _____ as identification.

(SEAL)

Notary Signature: _____
Type/Print Name: _____
Commission Number: _____
Commission Expires: _____

DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with my application for occupancy for a dwelling and or Residential with PELICAN POINTE ASSOCIATION, INC., I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

This authorization is conditioned upon the following representations of my rights:

I understand that I have the right to make a request to the consumer reporting agency: **United Screening Services, Corp.**(name) ("Agency"), **P.O. Box 55-9046, Miami, FL. 33255-9046** (address), telephone number **(305) 774-1711 or (800) 731-2139**, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: **www.unitedscreening.com**.

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here: ☐

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

Are you a service member as defined by s. 250.01, Florida Statutes? Yes ☐☐ No ☐☐

The term "service member" is defined by s.250.01, Florida Statute to include any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces.

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights
_____ (initials).

Printed Name: _____

Signature: _____

Date: _____

For identification purposes:

Social Security No.: _____ Date of Birth: _____

Driver's License No.: _____; State of Issue: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____

Phone Number: (_____) _____

EACH APPLICANT MUST COMPLETE A SEPARATE DISCLOSURE AND AUTHORIZATION FORM!!!

**PELICAN POINTE ASSOCIATION, INC.
LEASE ENFORCEMENT AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 20____, by and between _____ ("Landlord"), _____ ("Tenant(s)") and the **PELICAN POINTE ASSOCIATION, INC.** ("Association").

1. Landlord is the owner of the following Unit within the **PELICAN POINTE ASSOCIATION**, unit # _____, located in Delray Beach, FL.
2. Tenant(s) is the lessee of the Unit pursuant to that certain residential lease dated _____, 20____, a true copy of such residential lease being attached hereto as Exhibit "A".
3. Association is the condominium association operating the **PELICAN POINTE ASSOCIATION** in which the unit is located.
4. Landlord and Tenant(s) have requested that the Association approve Landlord's leasing of the Unit to Tenant(s), pursuant to the written lease attached hereto. The Association desires to grant approval for Landlord to lease the Unit if the Association and the other residents of the **PELICAN POINTE ASSOCIATION** are adequately protected.
5. Tenant(s) agrees to obey and occupy the Unit in accordance with all use restrictions applicable to the **PELICAN POINTE ASSOCIATION**, including the Declaration of Covenants; Articles of Incorporation and Bylaws of the Association; Rules and Regulations; and any policies of the Association or master association, all as amended (collectively "Use Restrictions").
6. If Landlord defaults in payment of Association's assessments, then Landlord and Tenant(s) agree that Tenant(s) shall, upon written demand by Association, pay the rent to the Association to satisfy the assessment obligation, including any interest, costs, and attorneys fees. In such event, Tenant(s) shall commence paying the rent within ten (10) days of written demand from Association until Association notifies Tenant(s) that the delinquent assessments, including any interest, costs and attorneys fees, are paid in full.
7. If the Tenant(s) should violate any of the Use Restrictions, or violate this Agreement, Tenant(s) and Landlord agree that the Association may itself bring an action against the Tenant(s) to evict the Tenant(s) and/or to enforce the Use Restrictions or this Agreement. The Association may, but is not obligated, to name the Landlord also as Defendant. In any eviction action, the Association may utilize the summary procedure provided in Chapter 51, Fla. Stat. The Association's remedy of bringing an eviction action is in addition to and not in substitution of any other remedy available to the Association pursuant to the governing documents and Florida Statutes.
8. In any action filed by the Association, the Association may recover its attorney's fees and costs against the Tenant(s), and/or against the Landlord, or of both are joined a Defendants, against both jointly and severally.
9. The Association is not responsible as to the condition and usability of the Unit. The Association makes no representations, express or implied, about the condition or habitability of the Unit or about the

common areas. The Tenant(s) shall look solely to the Landlord as to the condition and usability of same.

IT WITNESS WHEREOF, the parties hereby execute this Agreement.

First Witness as to Both

Landlord

Second Witness as to Both

Landlord
Date: _____

First Witness as to Both

Tenant

Second Witness as to Both

Tenant
Date: _____

PELICAN POINTE ASSOCIATION, INC.

First Witness

By: _____
Its: _____

Second Witness

Date: _____



PELICAN HARBOR HOMEOWNERS ASSOCIATION

475 Pelican Way
Delray Beach, Florida 33483
(561) 272-1910 Fax: 561-819-6731 email:dbillard@campbellproperty.com

November 15, 2019

To all Pelican Pointe Residents that are here in Residence:

I am not sure if you are aware of this, but The HOA will be gradually converting the resident entrance system to a Sun Pass type system. I would like to begin converting you from the bar code system to the new system, which I have named the "Pel Pass" system. Please see the below instructions for this conversion.

I am attaching a form I will need you to fill out. Please fill out the form completely, including the 5 digit number on your current bar code sticker and Pelican decal.

I will also need a current copy of your driver's license and your current registration.

The cost of the new decal is \$10.00. Please include a check for \$10.00 made payable to Pelican Harbor HOA. If you have multiple cars you can include the cost in one check.

Please return this info to me by email or drop off at my office or my mail slot. When I have prepared your Pel Pass, I will contact you to come over and pick it up.

Let me know if you have any questions or comments.

Look forward to seeing you!

Thanks

Deb

561-272-1910

PLEASE BE SURE TO INCLUDE THE CURRENT BAR CODE STICKER NUMBER. IT IS LOCATED ON THE RIGHT SIDE OF THE BAR CODE AND YOUR DECAL NUMBER.

PEL PASS'S WILL BE DISTRIBUTED BETWEEN THE HOURS OF 10:00 AM AND 4:00 PM. **PLEASE REMEMBER TO CALL BEFORE YOU COME TO THE OFFICE TO PICK UP YOUR PASS TO MAKE SURE I AM HERE.**

Check list:

- 1) Form with bar code number and decal number
- 2) License and Registration
- 3) Check made payable to Pelican Harbor HOA. \$10.00 per vehicle

PELICAN HARBOR PEL PASS DECAL REGISTRATION FORM

PELICAN POINTE

\$10.00 CHECK # _____

ONE FORM PER VEHICLE

**Current Vehicle Registration and valid Driver's License must be presented with
completed form
Please print legibly**

Owner: _____ **Renter:** _____

Property Address: _____

Owner of Vehicle: _____

Make _____ **Model** _____ **Year** _____ **Color** _____

License Plate # _____ **State** _____ **Current Bar Code Number*** _____
*(The 5 digit number on the right hand side of the bar code)

White or Green Decal Number _____

OFFICE USE ONLY

DECAL# _____ **PEL PASS #** _____

By signing, the applicant recognizes that the Association or Agent may investigate the information supplied by the owner of the vehicle and a full disclosure of pertinent facts may be made to the Association.

If the property is rented, the vehicle information on file will be for the renter (s). Once the lease has expired, the property owner(s) must notify the Association of new vehicle information.

I agree that once I am issued the decal and Pel Pass will be affixed to the vehicle. The decal will be located on the inside lower left front windshield and the Pel Pass will be placed on the inside of the front windshield. (Certain vehicles may require a different area for placement)

I acknowledge that I have received a copy of the Rules & Regulations and agree to comply with these rules and the governing documents of Pelican Harbor Homeowners Association. Should a dispute arise, I will be responsible for any legal fees awarded by the courts against me due to any dispute.

Signature _____ **Date** _____

Phone _____ **Email** _____

PELICAN POINTE ASSOCIATION

c/o Wilson Landscaping & Management Corp.

1300 NW 17th Avenue, Suite 270

Delray Beach, FL 33445

(561) 637-3402 Office

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www.wilsonmanagement.net

RULES AND REGULATIONS

Note: These “Rules and Regulations” supersede the “Initial Rules and Regulations” in the By-Laws of Pelican Pointe Association, Inc.

- 1) **USE**: The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvement shall be used for commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto.
- 2) **OCCUPANCY**: Each unit shall be occupied by a “Single Family Unit” and its guests, exclusively as a residence. All leases must be processed through the management company. Minimum lease agreements must be for a period of two (2) months.
- 3) **NUMBER OF OCCUPANTS**: Only four (4) permanent occupants per unit are permitted. For anyone sharing an apartment with a lessee, it is required that the lessee be screened by the Association. The Board of Directors should be notified of guests occupying your apartment in your absence. This notification should include arrival and departure dates. Guests must adhere to all rules.
- 4) **EXTERIOR APPEARANCE**: No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed from any unit or common element. The common elements shall be kept free and clear of rubbish, debris and other unsightly material. No one shall keep chairs, tables, benches or other articles upon any common element. Nothing shall be hung or displayed on the outside wall of the apartment building and no awning, canopy, shade, window guard, ventilator fan, air conditioning device, radio or television antenna may be affixed to or placed upon the exterior walls or roof of any part thereof without prior written consent of the Association.
- 5) **PLANTS**: One (1) small plant three (3) feet high is permitted on the outside of both the upper and lower units as long as it is not blocking the fire extinguisher. No other items are permitted. This is a direct violation of the fire ordinance and would hinder access by the fire department in the event of an emergency.

INITIALS: _____

- 6) **ALTERATIONS TO EXTERIOR APPEARANCE**: Unit owners are specifically cautioned that the right to make any addition, change, alteration or decoration to the exterior appearance of any portion of an apartment building, including balconies appurtenant to apartments, stairs, and entrance ways, is subject to the provisions of the Declaration of Condominium, and must be approved in writing by the Associations ARC form. Owners who do not remove unauthorized items when notified by the property manager in writing will be subject to a service fee to have item removed or repairs needed.
- 7) **PETS**: Unit owners are limited to two domestic pets per household when approved by the Board of Directors. Renters must have Board approval for pets. A Pet Permission Agreement must be submitted by each owner/renter who will house a pet on the premises. Pets cannot exceed twenty (20) pounds at maturity. Pets must be under owner's control and on a leash at all times. Nuisance and unhygienic pet activities are prohibited. All pet residues must be removed immediately from grounds and deposited in a securely fastened bag and deposited in the dumpsters. Owners that do not pick up after pet will be subject to a service fee to have pet residue picked up. Guests staying overnight with pets must adhere to the pet policy limiting pets to a total of no more than two (2) per unit and no more than twenty (20) pounds each, as well as picking up after pets.

Dog walking exclusion areas: Dogs will not be permitted to be walked within twenty (20) feet of any unit owner's patio.

- 8) **SIGNS**: No signs, including "For Sale" and "For Rent", may be displayed in any location on the property.
- 9) **SPEED LIMIT**: Observe a 15 MPH speed at all times. For safety, obey the stop sign at the exit to Pelican Pointe property and be extremely cautious of people walking, bike riders and dog walkers.
- 10) **PARKING**:
- Assigned parking spaces shall be used solely and exclusively for that purpose: automobile parking. Parking spaces shall be used for the purpose of parking four-wheeled motor vehicles originally manufactured as passenger cars.
 - Light Duty Pick Up trucks with no commercial markings are permitted. The truck must fit within the height and footprint of your car port and meet the US DOT definition of light duty truck Class 1 and Class 2a.
 - Commercial Vehicles are only allowed on property from 8 a.m. to 6 p.m. Vehicles found to be in violation are subject to being towed or resident fined.
 - All vehicles must be currently licensed and registered to a Pelican Pointe resident/renter or guest.
 - All resident vehicles must have a Pelican Pointe parking sticker attached to the lower left corner of their windshield as well as a barcode obtained by the Pelican Harbor property manager to gain entrance through the Pelican Harbor electronic gate.

- *(The term “commercial vehicle” shall include automobiles, trucks, and vehicular equipment including station wagons, utility trucks and vans, which bear commercial markings that have some reference to any commercial undertaking or enterprise, or vehicles of more than eight (8) feet in height or any vehicle specifically outfitted to give the appearance of a vehicle for use in any commercial undertaking, i.e. ladder racks, tool boxes, etc.).*
- No parking of any motorcycles, boats, trailers, campers, vans, recreational vehicles, or commercial vehicles is allowed except for service and/or pickup/delivery to a resident.
- No storage of any type of motor vehicle is permitted. *(The term “storage” is defined as the parking of a vehicle on the premises, which is not driven off the premises nearly every day for a significant period of time).* Exception: Owners who live out of state will be allowed to leave one registered vehicle in their assigned carport space only.
- The use of portable on-demand storage devices (PODS) are permitted on property in the course of moving into or out of a unit. A \$250.00 refundable deposit will be required up front before bringing a POD onto Pelican Pointe property and will be refunded barring no damage to the common element area. These devices must fit within the perimeter markings of one parking spot marked as “Guest” and may be on property no longer than five (5) days. This is notwithstanding any other rule.

11) VISITOR PARKING:

- All homeowners are responsible for ensuring that their guests comply with all rules and Regulations.
- Any homeowner with a guest parking on the property over the 24 hours must obtain a guest pass from guard gate.
- Guest pass must state building, unit, time of departure and telephone number of resident host.
- Above mentioned parking pass must be clearly visible on dash of guest’s vehicle at all times.
- Any parked vehicle left unattended without a permit over 48 hours can be immediately towed without prior notice or warning.
- Guest cannot store any vehicle on property. “Storage” is defined as the parking of a vehicle on the premises, which is not driven off the premises nearly every day.
- No “hop scotching,” that is, moving a vehicle to another parking space every forty eight (48) hours in an effort to circumvent above rule.
- Guest must park in a designated guest space. All guest spaces are not covered.
- Guest may park in covered carport of host resident only if resident’s vehicle is not on property. Guest must have written permission on file with Pelican Pointe property manger; guest-parking sticker must be visible on dash at all times.

12) **PARKING RULE VIOLATIONS:**

- 1st Violation - WRITTEN WARNING TO RESIDENT OR STICKER ON VEHICLE
2nd Violation - TOW AT VEHICLE OWNER'S EXPENSE.

13) **COOKING:** No outside cooking or barbecuing is allowed on patio, balcony, terrace, and walkways or on common grounds of the Condominium. This is a direct violation of the fire ordinance and subject to a fine from the Fire Department.

14) **POOL RULES:** Pool rules are posted in the pool area.

15) **TRASH:** Trash must be disposed of in closed plastic bags to discourage rodents and other critters. All trash must be put into the dumpsters and not in or around the surrounding area. In the event that unit owners have oversized items, they are personally responsible for its removal from the Pelican Pointe premises. This removal will require hiring and overseeing a private removal service or contacting the City of Delray Beach.

16) **DECORATIONS:** None of the common elements of the Condominium shall be decorated or furnished. A wreath may be hung on a hook over the door during the December holidays.

17) **NOISES:** No loud noises shall be permitted between the hours of 10 p.m. and 8 a.m. or at anytime that shall disrupt or annoy other occupants.

18) **SALES/LEASING:** No apartment owner may dispose of any apartment or any interest therein by sale or by lease without first obtaining written permission from the Board of Directors. No apartment shall be leased during the first twelve (12) months following the purchase of the unit. No apartment shall be rented more than one (1) time during any twelve (12) month period, unless the Board allows a hardship exception which may be death or relocation of the tenant. Number of rentals allowed: Not more than twenty-three (23) of the apartments may be leased at any one time. Leasing will be approved on a "first come, first serve" basis.

The Association must approve by personally interviewing the prospective occupant. A copy of the purchase or lease agreement, a completed application for occupancy and a one-hundred dollar (\$100.00) check payable to PELICAN POINTE ASSOCIATION, must be furnished a minimum of two (2) weeks prior to the desired occupancy date. All forms can be obtained through the management company.

The people listed as the renters on a leased unit must be the resident of the unit. No sublease or third-party leases are permitted.

- Only an owner or an approved renter may obtain a parking sticker and a barcode.
- All resident vehicles must be on file with the Pelican Pointe and Pelican Harbor Management Companies
- Each condominium unit is assigned one reserved covered parking space. A second vehicle is to park in a guest parking space.
- Each condominium unit is allowed a maximum of two vehicles no matter how many licensed driving residents are in the unit.
- Residents should park their vehicle in their assigned covered carport as much as possible as to leave guest spaces open for guests or resident's second vehicle.
- Assigned carport parking space being used by another Pelican Pointe resident must have on file with the management company a letter from the owner that is assigned the space. The letter must state the user's name, address, Pelican Pointe parking sticker number and how long they are to be in that space.
- No parking is allowed in the streets overnight, that is, between the hours of 10 p.m. and 8 a.m. or the vehicle will be towed without notice at the owner's expense.
- No repairs of vehicles are allowed on Pelican Pointe property. Impaired vehicles must be fixed or removed within two days.
- Owner's vehicles are permitted to be covered with a car cover. Owner's vehicle must be in their assigned carport parking space when covered. Only car covers that are specifically manufactured as car covers will be permitted. Owner must maintain car cover, be in good condition and must fit securely on car. Car covers must be gray or tan in color, no logo or writing permitted. Car cover can only be secured as provided by car cover manufacturer, no bungee cords, rope, tape or other materials permitted.
- No parking of any motorcycles, boats, trailers, campers, vans, recreational vehicles, or commercial vehicles is allowed overnight on Pelican Pointe property. "Commercial Markings" as used in these Rules and Regulations shall include any marking, sticker, lettering, text, sign, logo, symbol, advertisement and/or other similar item affixed to a vehicle which reflects the name and/or contact information for a commercial enterprise and/or business. If any decorative marking, sticker, logo and/or symbol affixed to a vehicle is larger than thirty-six (36) square inches, it shall be considered a "Commercial Marking" regardless of its content. In the event there is a dispute as to the classification of any vehicle as a "Commercial Vehicle" and/or a marking on a vehicle as a "Commercial Marking", the Board shall have the sole discretion to make the determination as to whether any vehicle violates these restrictions.
- For the purposes of this Rule, the term "Overnight" is considered any time between the hours of 10:00 p.m. and 8:00 a.m.

- 19) **COMPLAINTS**: Complaints must be made in writing to the Board of Directors with a copy to the Management Company.
- 20) **AGENDA ITEMS**: The board will review one (1) unit owner's written agenda proposal per month. If the board approves, the written proposal will be added to the next meeting agenda.
- 21) **CONSTRUCTION**: Construction/repairs may be conducted Monday through Friday from 8:00 a.m. to 5:00 p.m. Quiet work only may be conducted in a unit on Saturday and Sunday 9:00 a.m. to 5:00 p.m. Residents must advise their contractors and construction workers that all large items (construction materials, appliances, carpeting) must be properly disposed of at a City recycling plant.

****IT IS YOUR RESPONSIBILITY TO READ AND ADHERE TO THESE RULES****

Received By: _____

Date: _____

INITIALS: _____

Pelican Pointe Association, Inc.
Emergency Contact and Mailing Information Form

In an effort to update our records, it is important that you complete and return this Emergency Contact and Mailing Information form. Occasionally, there is maintenance, security, or other problems that occur and it is imperative to contact an out of town owner or a local representative. Repair work can be hampered when unit owners/renters are away on vacation or living in another state. All information contained in this form will remain confidential and for use in Association emergencies only.

Unit Number: _____
Name of Owner(s): _____
Local Telephone Number: _____
Alternate Mailing Address: _____
City, State, and Zip: _____

E-mail Address: _____

Alternate Telephone Number: _____
Business Telephone Number: _____
Cell Telephone Number: _____

Vehicle Information: _____
Color Make/Model Year License Plate Number

Vehicle Information: _____
Color Make/Model Year License Plate Number

Who has key to your unit: _____
Phone number: _____

In case of emergency, please notify:
Name: _____
Address: _____
City, State, Zip: _____

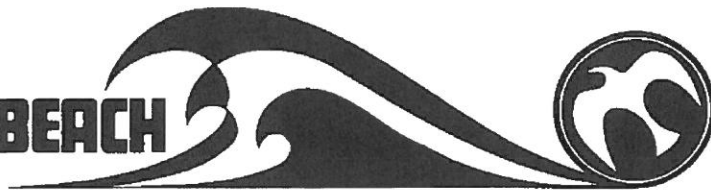
E-Mail Address: _____

Telephone Number: _____
Cell Phone Number: _____

Date: _____ Submitted By: _____

Please return this form via US Mail, fax, or email to:

Wilson Landscaping & Management Corp.
1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
Fax: 561-637-3407
Email: tammy@wilsonmanagement.net



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 _____
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 _____
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.