



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

RENTAL/RENEWAL UPDATE FORMS PELICAN POINTE ASSOCIATION, INC.

You are submitting a Rental/Renewal Application. This application is made up of the following:

- Rental/Renewal Information Sheet
- Updated Lease; signed and dated
- Lease Enforcement Agreement

Please note that two (2) sets of the above mentioned paperwork must be submitted when applying for a Rental/Renewal.

ALL MATERIALS MUST BE PROPERLY COMPLETED AND SUBMITTED TOGETHER OR THIS APPLICATION 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 EVERYTHING CAREFULLY BEFORE SENDING IN COMPLETED PACKET. FEEL FREE TO CONTACT OUR OFFICE WITH ANY QUESTIONS AT 561-637-3402

Note: If you would like a copy of the Certificate of Approval, please be sure to provide our office with your current information on the bottom of page 2.

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, Florida 33445

Phone 561-637-3402 Fax 561-637-3407

RENTAL/RENEWAL INFORMATION SHEET

Association: PELICAN POINTE ASSOCIATION, INC.

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 Lessee: _____ SS#: _____ Age: _____

Co-Lessee: _____ SS#: _____ Age: _____

Lessee's Address: _____

Lessee's Phone: _____ Lessee's Cell: _____

Vehicle Information:

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:

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: _____

**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.

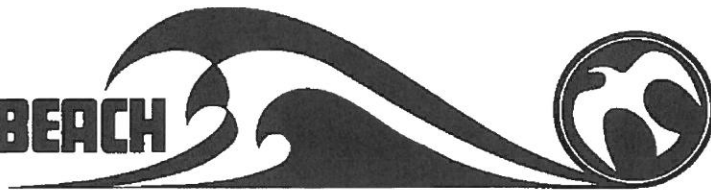
If the property is rented, the vehicle information on file will be for the renter (s). Once the lease has expired, the property owner(s) must notify the Association of new vehicle information.

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** _____



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 _____



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.

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