MANOR HOMES AT EMERALD FOREST

C/O CMC MANAGEMENT, INC., 2950 JOG ROAD, GREENACRES, FL 33467
561-641-1016 ~ 561-641-9118 FAX

Application for LEASE

ADDRESS AT MANOR HOMES AT EF: _____, Wellington, FL 33414

Lease Term from _____ 20____ to _____ 20____

Applicant Name: _____ Phone _____

Co-Applicant Name: _____ Phone _____

Email: _____Email: _____

Current Owner/Landlord: _____ Phone_____

All applicants for purchase or lease are subject to approval of the Association.
THE FOLLOWING ITEMS MUST BE INCLUDED WITH THIS APPLICATION
Two-sided pages will NOT be accepted
A criminal and eviction background check will be performed. Out of state or foreign background checks will incur additional fee.

- ☐ **APPLICATION FEE**: $125.00 NON-REFUNDABLE Cashier's Check or Money Order made payable to The Manor Homes at Emerald Forest. Separate $125.00 Application & Fee required for unmarried co-applicants.
- ☐ **PROCESSING FEE:** $150.00 NON REFUNDABLE Cashier's Check or Money order made payable to CMC MANAGEMENT.
- ☐ Copy of your Driver's License(s)/Photo I.D.
- ☐ Copy of vehicle registration(s)
- ☐ Copy of lease contract
- ☐ Completed signed background check forms for each applicant
- ☐ Lease Requirement: Owner(s) account must be current and violations corrected

A Certificate of Approval, which is required prior to occupancy, will be provided to the lessee after the interview/orientation.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED - PLEASE KEEP ALL PAGES INTACT AND ALLOW A MINIMUM OF TWO WEEKS UP TO 30 DAYS FOR PROCESSING.

Updated 10/2025

CMC PROPERTY MANAGEMENT

Manor Homes at Emerald Forest Lease Application

It is important that you follow these instructions carefully in regards to completing and submitting your application with Manor Homes at Emerald Forest If any of the required information does not apply to you, please mark "N/A" in the required fields.

Please make sure the below documents accompany the completed application:

• Applicant & Co-Applicant Photo ID (Driver's License or Passport)

• Copies of registrations for all vehicles to be parked at unit.

• Photo of Pet (if applicable)

• Marriage Certificate (if married with different last names)

• Purchase or Lease Agreement (signed)

• $125.00 application fee - check or money order (per married couple or each single appli

cant 18 and over) made payable to Manor Homes at Emerald Forest

• $150.00 Processing Fee - check or money order made payable to CMC Management.

MANOR HOMES AT EMERALD FOREST

APPLICANT(S) INFORMATION (Check one) ☐ PURCHASE or ☐ LEASE

Name: _____Date of Birth: _____

Spouse' Name: _____Date of Birth: _____

Other adult Occupants: _____Date of Birth: _____
Relationship: _____

Other adult Occupants: _____Date of Birth: _____
Relationship: _____

Children under 18 years of age:

Name: _____Date of Birth: _____

Name: _____Date of Birth: _____

Name: _____Date of Birth: _____

RESIDENCE HISTORY

Present address: _____

Own ☐ or Lease ☐ How Long? _____Present Landlord_____

Phone: _____

Previous address: _____

Own ☐ or Lease ☐ How Long? _____Previous Landlord_____

Phone: _____

EMPLOYMENT HISTORY

Employed by: _____ Income: $_____

Address: _____

Position: _____How long? _____ Phone: _____

Military Status: Active? ☐ Yes ☐ No

* Minimum of 5 years employment history required for Single person or married couple. Please attach additional pages if necessary.

SPOUSE EMPLOYMENT HISTORY

Employed by: _____ Income: $_____

Address: _____

Position: _____How long? _____ Phone: _____

Military Status: Active? □ Yes □ No

References:

Name: _____

Address: _____

Name: _____

Address: _____

VEHICLES:

State _____Make/year: _____Color/Model_____

Tag # _____ Insurance Carrier: _____

State _____Make/year: _____Color/Model_____

Tag # _____ Insurance Carrier: _____

PETS:

Name _____Type_____ Breed_____ Color _____Weight_____ Age____

Name _____Type_____ Breed_____ Color _____Weight_____ Age____

IN CASE OF EMERGENCY CONTACT:

Name _____ Phone_____

Name _____ Phone_____

TO BE FILLED OUT BY APPLICANT(S)
(Please type information or print clearly)
FOR CMC OFFICE USE ONLY

All Questions must be answered - write N/A if not applicable

□ This is a Purchase or □ This is a Rental

Association: MANOR HOMES AT EMERALD FOREST

If Purchase, projected closing date: _____

If Rental, Lease Term from _____ to _____

Address of Unit: _____

Applicant Name: _____

Co-Applicant Name: _____

If purchase, will you live on property:

full time □ or part time □ or not at all □ ***(if part time resident-must inform CMC when you will be in residence at the association or away at your alternate address, each time, and any changes of alternate address must be reported to CMC)***

Alternate mailing address:

_____

_____

Phone # _____ Phone #_____

Email: _____

Email: _____

****

This form should be given to the property manager with the application and a copy retained at front desk to be submitted to A/R with Warranty Deed when received.

BACKGROUND CHECK AUTHORIZATION

If this application is not legible or is not completely and accurately filled out, the Association will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility.

By signing, the applicant recognizes that the Association and search contractor will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable.

Applicant's Signature _____ _____ _____ Date_____ __

Spouse's Signature _____ _____ _____ Date _____ ___

MANOR HOMES AT EMERALD FOREST HOMEOWNERS ASSOCIATION, INC.
C/o CENTURY MANAGEMENT CONSULTANTS, INC.
2950 JOG ROAD, GREENACRES, FL 33467
561-641-1016 PHONE ~ 561-641-9118 FAX
INFO@CMCMANAGEMENT.BIZ

ACKNOWLEDGEMENT AND AUTHORIZATION FOR BACKGROUND CHECK

I acknowledge receipt of the separate documents entitled "DISCLOSURE REGARDING BACKGROUND INVESTIGATION AND A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT", and certify that I have read and understand both of these documents. I/we hereby authorize the obtaining of "consumer reports" including but not limited to credit, eviction and criminal backgrounds. To this end, I/we hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer or insurance company to furnish any and all background information requested by Background Screeners of America, 9333 Melvin Ave., Northridge, CA 91324; 866-570-4949; **www.backgroundscreenersofamerica.com** and/or Employer, Homeowner Association, Condominium Association or Cooperative Association. I further agree that a facsimile (fax), electronic or photographic copy of this Authorization shall be as valid as the original, and will hold harmless CMC Management, their employees, agents and/or affiliates, i.e., HOAs etc., and Background Screeners of America, their employees or agents and other organizations that provide information, from any and all liabilities arising out of the use of such information in connection with Background Screeners of America.

BACKGROUND INFORMATION – to be completed by all applicants 18 years of age or older. Unmarried co-applicants must fill out separate Acknowledgement/background information form.

Last Name: _____ First: _____ Middle: _____

Other Name (Alias) _____

Social Security #_____ Date of Birth _____

Driver's License # _____ State issued: _____

Present Address: _____City_____

State: _____ Zip Code _____ Phone: _____

*Email: _____

Signature: _____ Date: _____

SPOUSE:

Last Name: _____ First: _____ Middle: _____

Other Name (Alias) _____

Social Security #_____ Date of Birth _____

Driver's License # _____ State issued: _____

Present Address: _____City_____

State: _____ Zip Code _____ Phone: _____

*Email: _____

Signature: _____ Date: _____

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

  In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You many limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over $10 billion and their affiliates	a. Consumer Financial Protection Bureau 1700 G Street, N.W. Washington, DC 20552
b. Such affiliates that are not banks, savings associations, or credit unions also should list,	b. Federal Trade Commission: Consumer Response Center – FCRA

in addition to the CFPB:	Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	 a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box. 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E.

	Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

Please follow the Rules and Regulations of Manor Homes and the Village of Wellington

NOTE: WELLINGTON CODE REQUIRES STORM SHUTTER REMOVAL 72 HOURS AFTER A STORM EVENT.

Speed limit: 15 MPH

Garbage pickup: Monday and Thursday. Garbage receptacles may be placed curbside noe arlier than 6:00 pm on Sunday & Wednesday evenings, and should be removed from curbside by 11:00 pm on Monday & Thursday evenings.

Vegetation pickup: Monday. Vegetation or vegetation receptacles may be placed curbside no earlier than 6:00 pm on Sunday, and should be removed by 11:00 pm Monday. Oversized vegetative matter such as palm fronds and branches, or piles of matter, they should not be placed curbside prior to the above time and day. Either have your landscaper remove them or place them out of view until they can be placed at curbside after 6:00 pm on Sunday.

Recyling pickup: Thursday. Recycle bins may be placed curbside after 6:00 pm on Wednesday evening and should be removed by 11:00 pm Thursday evening.

Oversized items: Monday. Rugs, chairs, couches, etc., should be placed curbside no earlier than 6:00 pm on Sunday. If for any reason this refuse is not removed by the Village of Wellington, you should remove the items by 11:00 pm on Monday, out of site until the following week's pickup.

Please store all receptacles and bins out of view.

Parking is difficult in Manor Homes. The Village of Wellington prohibits vehicle parking in the street, on a sidewalk or in any portion of a yard or landscaped area visible from the street or adjoining properties – only the driveway. Citations may be issued to violators by Wellington Code Compliance officers and Sheriff's deputies, especially to vehicles parked in the street where they could block or impede emergency vehicles.

Vehicles may be parked parallel to the street at the end of the driveway, with two tires in the concrete valley gutter. Only one tire can be on the grass.

Personal commercial vehicles may be parked in the driveway, but lettering must be entirely covered. Delivery, service and construction vehicle parking generally is restricted to one hour from 8 a.m.to 6 p.m. Mondays through Saturday -- and should never impede traffic. Commercial parking is prohibited on Sunday.

All exterior home and landscape changes must be approved by the HOA. Contact the Property Manager for information. Changes include, trees and shrubs, fences, gutters, windows, fences, exterior paint color, and more. Village building permits also may be required.

Leasing and subleasing: Renting of rooms is prohibited. Guests staying with homeowners after 60 days must get HOA approval. Leasing of homes must be approved by the Board of Directors. Contact the Property Manager for information.

EXHIBIT "1"
TO THE CERTIFICATE OF AMENDMENT RECORDED ON MARCH 27, 2009 IN ORB 2318, PAGE 677 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

AMENDMENT TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR MANOR HOMES AT EMERALD FOREST

The original Declaration of Covenants, Restrictions and Easements for Manor Homes at Emerald Forest was recorded in Book 5368, Page 913 of the Public Records of Palm Beach County, Florida

Words added are underlined; words deleted are ~~stricken~~:

ITEM 1: Article XII, Section 9 of the aforesaid Declaration is amended as follows:

9. Leases. No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented and all leases shall comply with the following provisions:. ~~All leases shall be forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, of the Articles of Incorporation, and the By-Laws of the Association, of applicable rules and regulations, or of any other agreement, document, or instrument governing the lots or Dwelling Units. The owner of a leased unit shall be jointly and severally liable with his tenant to the Association to pay any claim for injury or damage to Property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lien was entered into.~~

A. No Owner may lease, renew a lease or extend a lease of a Dwelling Unit without the prior written approval of the Association which authority may be delegated to a committee or agent No person may occupy a Dwelling Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors

B. All occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of a Unit Owner. Individuals or guests, other than owners and approved tenants, staying in a Dwelling Unit for more than sixty (60) consecutive days shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration

of guests.

C. Approval by Association. The approval of the Association that is required for a lease of a Dwelling Unit shall be obtained in the following manner:

1) Notice to Association.: a) An Owner desiring to lease his Dwelling Unit, shall give to the Association notice of such intention together with a copy of the proposed lease, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association has the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board has the right to conduct background searches on the propo-sed tenant and their spouse, if applicable, and all proposed occupants of the Dwelling Unit. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Dwelling Unit, as a condition for approval.

b) The provisions of Florida Statutes Chapter 720, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Dwelling Unit. The Association shall have thirty (30) days from the receipt of notice and all information required within which to approve or disapprove of the proposed lease or proposed lessees or occupants. The Association shall endeavor to give the Owner written notice of its decision within said period. However, failure of the Association to provide written notice of its decision within said period shall not be deemed an approval of the lease.

2). Failure to Give Notice to Association: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

3) Disapproval by Association. If the Association shall disapprove a proposed lease or occupancy of a Dwelling Unit then such lease or occupancy shall not occur.

4) No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of six months.

D. Tenant Conduct, Remedies.

1) All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases, whether written or oral, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association Documents or Florida law.

2) If a tenant fails to abide by the Association Documents, the Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible.

3) If the Owner fails to bring the conduct of the tenant into compliance with the Association Documents, then the Association shall have the authority to revoke its approval of the lease and take whatever action is necessary to abate the tenants' non compliance with the Association Documents or seek removal of the tenant from the Dwelling Unit and the community. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief seeking removal of the tenant from the Dwelling Unit and the community and/or the right to act as agent of the Owner and institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association, or as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

4). Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of a Dwelling Unit, which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants and their personal belongings by injunctive relief or by any other means provided for

in this Declaration.

E. Reasons for Disapproval of a Lease. Disapproval of a Lease shall be for Good Cause and may include, but shall not be limited to, the following reasons:

1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

3. The person seeking approval or any other person who is to occupy the Dwelling Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this community or other residences as a tenant, or owner;

4. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

5. The Owner requesting approval of the lease has had fines assessed against him or her which have not been paid;

6. The Owner requesting approval of the lease is delinquent in paying maintenance assessments and all related charges due to the Association.

7. The application, lease or any other documents submitted to the Association in connection with the lease and approval process by the Association contains false statements.

F Association Fee. The Owner or lessee seeking approval of a lease of a Dwelling Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR MANOR HOMES AT EMERALD FOREST

ARTICLE XII
RULES AND REGULATIONS

All of the PropertieS shall be held, used, and enjoyed subject to the following limitations, restrictions, and any and all further rules and regulations which may, from time to time, be adopted by the Association;

Section 1. ENFORCEMENT.

Failure of an owner to comply with such rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall also have the right to suspend voting rights and use of the Common Properties. In addition to all other remedies and in the sole discretion of the Board of Directors, a fine or fines ·may be imposed upon an owner for failure of an owner, his family, guests, invitees, or employees to comply with any rule or regulation provided the following procedures are adhered to:

A. Notice. The Association shall notify the owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the owner shall present reasons why fines should not be imposed.
B. Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the owner not later than twenty-one days after said meeting.
C. A fine shall be paid not later than thirty days after notice of the imposition for assessment of the penalties.
D. A fine shall be treated as an assessment subject to the provisions of the collection of assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board of Directors, subject always to the provisions of this Declaration.
E. Non-Exclusive Remedy. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled. However, any penalty paid by the offending owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.

Section 2. NUISANCES.

No noxious or offensive activity shall be carried on in or about any buildings or other improvements, Dwelling Units, lots, Common Properties, or on any portion of the Property, nor shall anything be done which may be or become an unreasonable annoyance or a nuisance to any owner. No use or practice shall be allowed in or around the Property which is a source of annoyance to owners or occupants of the Dwelling Units or which interferes with the peaceful possession or proper use of the Dwelling Units or the surrounding common areas. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, bells, whistles, or other sound devices other than security devices used exclusively for security purposes, large power equipment, noisy or smoky vehicles, or any items which may unreasonably interfere with television or radio reception of any owner shall be located, used or placed on any portion of the Property, or exposed to the view of other owners without the prior written approval of the Board of Directors.

Section 3. SIGNS.

No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion of any building or other improvement in the Property, without the prior written consent of the Board of Directors.

Section 4. PARKING RIGHTS.

No boats, trailers, campers, any commercial type vehicle, or junk cars shall be allowed to be parked in any parking space or on the Property, whether on the owner's lot or the Common Properties, unless prior written approval of the Board of Directors is first obtained. No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer or other vehicle upon any portion of the Properties, including on the owner's lot itself.

This prohibition of parking shall not apply to temporary (not more than seventy-two (72) hours) parking of trucks, boats and commercial vehicles, such as for pick-up, delivery, and other commercial services, nor to the parking of commercial automobiles which the owner thereof also uses for family transportation and for boats and trailers parked within a garage, if any.

Section 5. ANIMALS.

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or aintained for any commercial purpose.

Section 6. REFUSE RESTRICTION.

No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the

lots and/or Common Properties, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas, and no odor shall be permitted to arise therefrom so as to render the Properties or any portion thereof unsanitary, offensive, or detrimental to owners or to any other Property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Common Properties and no lumber, grass, tree clippings, metals, scrap, refuse, or trash shall be stored or allowed to accumulate on any of the portion of the Properties except within an enclosed structure appropriately screened from view except when accumulated by the Association for imminent pick-up and discard.

Section 7. TEMPORARY STRUCTURES.

No, tent, shack, shed or other temporary building or improvement shall be placed upon any portion of the Properties, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked upon the Common Properties.

Section 8. IMPROPER USES.

No improper, offensive, unlawful, or hazardous use shall be made of any Dwelling Unit and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of same shall be corrected by, and at the sole expense of the party obligated to maintain or repair such portion of Dwelling Unit as elsewhere herein set forth.

Section 9. LEASES

No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented, and all leases shall comply with the following provisions:

A. No Owner may lease, renew a lease or extend a lease of a Dwelling Unit without the prior written approval of the Association which authority may be delegated to a committee or agent. No person may occupy a Dwelling Unit as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors.

B. All occupants of a Unit must obtain prior written approval of the Board of Directors before occupying the Unit, except for guests of a Unit Owner.

Individuals or guests, other than owners and approved tenants, staying in a Dwelling Unit for more than 60 consecutive days shall be considered a tenant and shall be subject to approval by the Association in accordance with this Article. The Association may promulgate rules and regulations governing guests and registration of guests.

C. Approval by Association: The approval of the Association that is required for a lease of a Dwelling Unit shall be obtained in the following manner:

1) Notice to Association:

a) An Owner desiring to lease his Dwelling Unit shall give to the Association notice of such intention together with a copy of the proposed

lease, the name of the proposed lessee(s) and all proposed occupants, a completed application and any other information requested by the Association. The Association has the right to require that a substantially uniform form of lease be used and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board has the rightto conduct background searches on the proposed tenant and their spouse, if applicable, and all proposed occupants of the Dwelling Unit. The Board may require an interview of any proposed tenant and their spouse, if any, and all proposed occupants of a Dwelling Unit as a condition for approval.
b) The provisions of Florida Statutes Chapter 720, this Declaration, the Articles, the Bylaws and the rules and regulations of the Association shall be deemed expressly incorporated into any lease of a Dwelling Unit. The Association shall have thirtv (30) days from the receipt of notice and all information required within which to approve or disaporove of the proposed lease or proposed lessees or occupants. The Association shall endeavor to give the Owner written notice of its decision within said period. However, failure of the Association to provide written notice of its decision within said period shall not be deemed an approval of the lease.

2) Failure to Give Notice to Association: If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a residence, the Association, at its election and without notice, may approve or disapprove the transfer.

3) Disapproval by Association. If the Association shall disapprove a proposed lease or occupancy of a Dwelling Unit then such lease or occupancy shall not occur.

4) No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All leases shall be for a minimum period of six months.

D. Tenant Conduct. Remedies:

1) All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases. addenda and all other leases, whether written or oral, shall provide or be deemed to provide that the tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, By-Laws and Rules and Regulations as the same may be amended from time to time ("Association Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Association Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Association Documents or Florida law.

2) If a tenant fails to abide by the Association Documents, the Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Association Documents and Florida law, without waiver of any

remedy available to the Association as to the tenant. The Owner shall have the dutv to bring his tenant's conduct into compliance with the Association Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure. where legally permissible.

3) If the Owner fails to bring the conduct of the tenant into compliance with the Association Documents, then the Association shall have the authoritv to revoke its approval of the lease and take whatever action is necessary to abate the tenants' non-compliance with the Association Documents or seek removal of the tenant from the Dwelling Unit and the communitv. Such action may include, but shall not be limited to, the right to institute an action for injunctive relief seeking removal of the tenant from the Dwelling Unit and the communitv and/or the right to act as agent of the Owner and institute an action for eviction against the tenant pursuant to Florida Statutes Chapter 83 in the name of the Association, or as agent of the Owner. In any such action or effort to obtain compliance with the Association Documents by the tenant, the Association shall have the right to recover any costs or fees. including attorney's fees incurred in connection with such actions from the Owner which shall be secured by a continuing lien in the same manner as assessment charges.

4) Unapproved or Unauthorized Lease or Occupancy. Any lease or occupancy of a Dwelling Unit which has not been approved or has been disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Association. The Association shall have the right to remove any unapproved or unauthorized occupants and their personal belongings by injunctive relief or by any other means provided for in this Declaration.

E. Reasons for Disapproval of a Lease. Disapproval of a Lease shall be for Good Cause and may include, but shall not be limited to, the following reasons:

1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2) The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonestv or moral turpitude or any felony;

3) The person seeking approval or any other person who is to occupy the Dwelling Unit has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this communitv or other residences as a tenant, or owner;

4) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner;

5) The Owner requesting approval of the lease has had fines assessed against him or her which have not been paid;

6) The Owner requesting approval of the lease is delinquent in paying maintenance assessments and all related charges due to the Association.

7) The application, lease or any other documents submitted to the Association in connection with the lease and approval process by the Association contains false statements.

F. Association Fee: The Owner or lessee seeking approval of a lease of a Dwelling Unit shall pay a transfer fee for each applicant in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. No charge shall be made in connection with an extension or renewal of a lease.

I/we have read and understand the Rules and Regulations of this Association.

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Please follow the Rules and Regulations of Manor Homes and the Village of Wellington

Speed limit: 15 MPH

Garbage pickup: Monday and Thursday. Garbage receptacles may be placed curbside noe arlier than 6:00 pm on Sunday & Wednesday evenings, and should be removed from curbside by 11:00 pm on Monday & Thursday evenings.

Vegetation pickup: Thursday. Vegetation or vegetation receptacles may be placed curbside no earlier than 6:00 pm on Sunday, and should be removed by 11:00 pm Monday. Oversized vegetative matter such as palm fronds and branches, or piles of matter, they should not be placed curbside prior to the above time and day. Either have your landscaper remove them or place them out of view until they can be placed at curbside after 6:00 pm on Sunday.

Recyling pickup: Thursday. Recycle bins may be placed curbside after 6:00 pm on Wednesday evening and should be removed by 11:00 pm Thursday evening.

Oversized items: Monday. Rugs, chairs, couches, etc., should be placed curbside no earlier than 6:00 pm on Sunday. If for any reason this refuse is not removed by the Village of Wellington, you should remove the items by 11:00 pm on Monday, out of site until the following week's pickup.

Please store all receptacles and bins out of view.

Parking is difficult in Manor Homes. The Village of Wellington prohibits vehicle parking in the street, on a sidewalk or in any portion of a yard or landscaped area visible from the street or adjoining properties – only the driveway. Citations may be issued to violators by Wellington Code Compliance officers and Sheriff's deputies, especially to vehicles parked in the street where they could block or impede emergency vehicles.

Vehicles may be parked parallel to the street at the end of the driveway, with two tires in the concrete valley gutter. Only one tire can be on the grass.

Personal commercial vehicles may be parked in the driveway, but lettering must be entirely covered. Delivery, service and construction vehicle parking generally is restricted to one hour from 8 a.m.to 6 p.m. Mondays through Saturday -- and should never impede traffic. Commercial parking is prohibited on Sunday.

All exterior home and landscape changes must be approved by the HOA. Contact the Property Manager for information. Changes include, trees and shrubs, fences, gutters, windows, fences, exterior paint color, and more. Village building permits also may be required.

Leasing and subleasing: Renting of rooms is prohibited. Guests staying with homeowners after 60 days must get HOA approval. Leasing of homes must be approved by the Board of Directors. Contact the Property Manager for information.

Chapter 71 - RENTAL DWELLING UNIT LICENSES[1]

Footnotes:

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Editor's note— Ord. No. 2014-31, § 1, adopted Dec. 9, 2014, amended Ch. 71 in its entirety to read as herein set out. Former Ch. 71, §§ 71-1—71-40, pertained to similar subject matter, and derived from Ord. No. 2008-17, § 1, adopted Oct. 14, 2008.

Secs. 71-1—71-20. - Reserved.

Sec. 71-21. - Definitions.

For the purposes of this chapter, the following definitions shall apply:

Department means the division of Wellington's municipal government containing the Code Compliance Division, as assigned by the village manager.

Director means the director of the planning, zoning and building department or designee.

Dwelling unit means the definition provided in Article 3 of Wellington's Land Development Regulations.

License means a rental dwelling unit license.

Owner means any legal owner of record, legal owner, person, company, corporation, firm, or similar entity owning one or more rental dwelling units and includes the authorized landlord, agent or representative of an owner.

Rental dwelling unit means any dwelling unit that is rented for residential purposes.

Rental dwelling unit license means the license that must be obtained by an owner prior to entering into a written lease, oral agreement or other similar instrument for the purpose of leasing one or more dwelling units.

Serious nuisance means activities which threaten the health, morals, safety, comfort, convenience, or welfare of a community.

Sexual offender means the definition as provided in section 36-41, of the Code of Ordinances.

Sexual predator means the definition as provided in section 36-41, of the Code of Ordinances.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-22. - Inclusion of and requirements for authorized agents or representatives or agents.

(a) Each owner of one or more rental dwelling units must comply with the provisions set forth in sections 71-21 through 71-39 of this Code. An owner may appoint an agent or authorized representative to act on its behalf. Any such shall comply with each of the following requirements:

(1) The representative or agent shall be at least 18 years of age; and

(2) The representative or agent shall be a resident of Palm Beach County, Florida.

(b) If a new or additional representative is appointed by an owner, the representative's name, address, and telephone number shall be supplied to the department by the owner within 15 days after the appointment.

(Ord. No. 2014-31, § 1, 12-9-148)

Sec. 71-23. - Exemptions.

The following types of residential or transient dwelling units shall be exempt from the requirements of this chapter:

(1) Any rental dwelling unit, the operation of which is licensed by the state;

(2) Any accessory dwelling as defined in Chapter 2 of Article 3, "Definitions", of the Land Development Regulations of the Village of Wellington;

(3) Any room rented for transient lodging purposes when associated with a bed and breakfast, hotel, inn, lodge, motel, or similar facility;

(4) Any quarters or guest quarters for employees or guests of owner; and

(5) Any security quarters or similar type of dwelling.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-24. - Rental dwelling unit license required.

(a) A license required by this chapter shall be obtained by the owner of any rental dwelling unit located within the village. Following the effective date of this ordinance, any owner of one or more rental dwelling units shall obtain a license to lease such unit. The license shall be obtained a minimum of 15 calendar days prior to the rental of such dwelling.

(b) A rental dwelling unit shall not be leased, rented or sublet without a rental dwelling unit license.

(c) Failure to obtain or maintain a rental dwelling unit license shall be subject to penalties as provided herein.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-25. - Application and affidavit.

Each year, the owner of a rental dwelling unit shall complete a rental license application and affidavit acknowledging that each rental dwelling unit and each tenant living therein shall comply with all applicable codes.

(1) The department shall determine the form or forms of the rental license application, but at a minimum the application shall contain the information listed below.

a. The name, telephone number and address of the operator, representative or agent actively managing the rental dwelling unit for which the license is required.

b. The legal address of the rental dwelling unit for which the license is applied.

c. The number of units, specific types of units, and the number of bedrooms within each rental dwelling unit.

d. The name, telephone number and address of the owner or owners, or partners if a partnership, or corporate officers if a corporation, for each rental dwelling unit for which a license is required.

e. The name, telephone number, address and name of a representative for any homeowners association or property owners association in which the rental dwelling unit is located.

f. The signature of the owner.

g. A statement that the owner has received an affidavit from the prospective tenant(s) attesting that no residents of the dwelling unit are registered as a sexual offender or a sexual predator.

h. A statement that the landlord has reviewed the up-to-date list of sexual offenders and sexual predators and determined that the prospective tenant or tenants are not included on the list.

i. An acknowledgment that the requirements of sections 36-40 through 36-44 of Wellington's Code of Ordinances relating to sexual offenders or sexual predators shall apply to all leases, subleases or rentals of dwelling units within Wellington.

(2) The owner of a rental dwelling unit shall execute an affidavit as part of the application to obtain a rental dwelling unit license. The affidavit shall be in a form approved by the village attorney. The affidavit shall include the following:

a. A statement that the owner is a aware of all code requirements applicable to residential properties, including applicable requirements of the land development regulations, and including but not limited to maintenance and appearance of residential dwellings, proper disposal of garbage and trash, proper storage of garbage cans, and proper parking of personal and commercial vehicles;

b. A statement that the owner will comply with code requirements applicable to residential properties, including applicable requirements of the land development regulations, and including but not limited to maintenance and appearance of residential dwellings, proper disposal of garbage and trash, proper storage of garbage cans, and proper parking of personal and commercial vehicles; and

c. A statement that the owner will inform all tenants of code requirements applicable to residential properties, including applicable requirements of the land development regulations, and including but not limited to maintenance and appearance of residential dwellings, proper disposal of garbage and trash, proper storage of garbage cans, and proper parking of personal and commercial vehicles.

(3) The inspection of the premises will include an inspection of the landscaping to determine if the landscaping is being maintained in accordance with the approved plans and the village's land development regulations.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-26. - Rental dwelling unit license fee and license renewal.

(a) Rental dwelling unit licenses shall be renewed each year not later than October 1. An application for renewal shall be filed with the department at least 60 calendar days prior to October 1 of each year. For an existing unit for which ownership has not changed, no license renewal fee shall be charged if the renewal application is received timely. If a renewal application is not received timely a late penalty of $37.50 shall be charged if the application is received in October and an additional $7.50 per month shall be charged for every additional month or any portion thereof, beyond November 1 of each year. This late penalty shall be in addition to any fines that may be assessed as a result of code enforcement action as provided in Chapter 2, Article IV of the Code of Ordinances.

(b) In the event ownership of the rental dwelling unit changes, the new owner shall submit to the village an initial application in accordance with subsection (a) above, within 30 days from the date of such ownership transfer.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-27. - Rental dwelling unit inspection.

(a) Upon receipt of a properly completed license application or renewal license application and all required affidavits and fees, an inspection shall been be conducted to determine if the dwelling unit is in conformance with all applicable rules and regulations of the village and county, state or federal governments. The inspection shall include, but not be limited to, the following items:

(1) Exterior condition and appearance of the dwelling unit, yard, accessory buildings and any other associated structure;

(2) Facilities for the proper disposal of rubbish, garbage and vegetative matter;

(3) Review of and compliance with property maintenance standards, as established in the Code of Ordinances and the land development regulations;

(4) Such other items as may be appropriate to the individual rental dwelling unit, as determined by the director; and

(5) Compliance with applicable landscape standards or requirements.

(b) Thereafter, each rental dwelling unit shall be inspected annually, unless otherwise provided herein.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-28. - Maintenance of structures and property.

(a) All structures and property shall be maintained in accordance with all applicable standards and requirements of the Code of Ordinances, the land development regulations and the Florida Building Code. The procedures for enforcement of all codes and regulations, as provided in section 30-55 of the Code of Ordinances, is modified as indicated below.

(b) Each owner of rental property shall, if required by the village, label all garbage cans and recycling bins with the address or address and unit number to which the cans and bins are assigned. Garbage cans and recycling bins shall be labeled within 30 calendar days of written notification by the village of this requirement.

(c) The owner shall be responsible for any violation of village requirements regarding the following:

(1) Times and locations when garbage cans, bulk waste, and recycling bins are to be set out for disposal and taken in following pickup; and

(2) The location and screening of garbage cans and recycling bins.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-29. - Consent to inspection.

The submission of a license application shall constitute consent to and authorization by the owner of the premises to the conduction of an inspection by the village of the exterior of all buildings or structures containing the rental dwelling unit, the land upon which the rental dwelling unit is located and accessory uses or structures related to the rental dwelling. Failure to allow entry to property for a required inspection may constitute sufficient reason for the denial or revocation of the rental dwelling unit license.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-30. - Reinspection fees.

If a department inspector or representative notices a violation during the rental dwelling unit inspection, the inspector or representative shall reinspect the premises to confirm that the violations have been corrected. If the violations have not been corrected within the timeframe provided in a in a notice an

additional fee in the amount of $50.00 shall be assessed for each succeeding reinspection, until compliance has been obtained.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-31. - Transfer prohibited.

A rental dwelling unit license shall not be transferred to another rental dwelling unit owner. Each owner with a rental dwelling unit shall provide written notice to the department within 24 hours after having transferred or otherwise disposed of the legal control of any licensed rental dwelling unit. Following notification, the new owner shall apply for a new license within 30 days of such transfer. An inspection of the rental dwelling unit is required following the transfer of ownership. Transfer of ownership shall not eliminate the requirement for the annual inspection of a rental dwelling unit.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-32. - Suspension, revocation and reinstatement of license.

(a) The department may suspend or revoke a rental dwelling unit license or deny an application for a license based upon any of the following:

(1) If the license was issued in error or if the license was issued on the basis of false, incomplete, incorrect or inaccurate information supplied in an application;

(2) If the license was issued for a rental dwelling unit that was sold or transferred to a new owner, and the new owner did not apply for a license within the required period of time;

(3) If the department determines the use of the dwelling unit constitutes a nuisance or is in violation of any ordinance, rule or regulation of the village, county, state or federal government;

(4) If the owner has failed to or refused to pay fees to the village for required applications, or inspections;

(5) If the owner or applicant has failed to comply with any conditions set forth in any permit or development order granted by the village;

(6) If the activities of person(s) residing within a rental dwelling unit create or have created a serious nuisance or danger to the public health, safety or welfare; or

(7) If the owner fails to comply with all applicable portions of the code relating to renting or leasing a residence to sexual offenders or sexual predators.

(b) The owner of record will be notified of the suspension or revocation by the department via registered mail return receipt requested.

(c) When requested by the department and approved by the director, upon issuance of a notice of suspension or revocation the property owner may be required to:

(1) Within 15 calendar days of the notification of suspension or revocation, submit a management plan to the department for the dwelling to achieve full compliance within the timeframe provided by Wellington's regulations, or such other time as the department finds reasonable. Upon approval by the department, the management plan shall be instituted by the owner within 30 calendar days, and;

(2) Maintain the rental dwelling unit so that it does not violate any additional applicable code provisions or nuisance activities during the timeframe of the management plan. The rental dwelling unit may be offered for rent during the timeframe of the management plan.

(d) Upon completion of the management plan and provided the rental dwelling unit is in compliance with the provisions set forth herein and all applicable code provisions, the owner may submit a

written request to the department for reinstatement of the license. The request shall be accompanied by a fee of $75.00 per license.

(e) Failure to comply with applicable code provisions or continued nuisance activities during the timeframe of the management plan may result in revocation of the rental dwelling unit license.

(f) Upon issuance of a notice of suspension or revocation of a rental dwelling unit license, a dwelling until shall be vacated within 30 calendar days from the date of the suspension or revocation.

(g) Appeals shall be submitted pursuant to section 71-38, Appeals.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-33. - Prohibited rentals.

The rental of real property for permanent or temporary residential purposes to sexual offenders and sexual predators that does not comply with all requirements of Chapter 36, Article IV, of the Code of Ordinances is prohibited.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-34. - Penalties.

Any owner, owner's representative, person or tenant violating any provision of this chapter shall be subject to enforcement as provided in Article IV, Chapter 2, of the Code of Ordinances or applicable law.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-35. - Alternative to licensure and inspection.

(a) As an alternative to the licensure and inspection requirements of this chapter, the owner of large scale rental property may register, on an annual basis, as the provider of rental dwelling units, subject to the standards of this section. Registration is required on an annual basis, and is subject to each requirement of this section. Registration as the provider of rental dwelling units may occur if an applicant for registration complies with each of the standards listed below.

(1) The provider owns, manages or operates a rental dwelling complex containing at least 50 dwelling units.

(2) The rental dwelling unit complex is located on a compact, contiguous property, and is operated as a single entity, with common entries, management, amenities, etc.

(3) The provider is responsible for ongoing upkeep, maintenance and repair of all structures, dwellings, landscaping, grounds, amenities and similar common features.

(4) The provider provides proof of management by a bonded management company.

(5) The provider signs an affidavit that each unit complies with and is maintained in accordance with all applicable land development regulations and with all applicable building, landscaping, appearance, property maintenance codes and requirements adopted by the village. The affidavit shall allow the village to enter and inspect the exterior of the rental dwelling complex if the village believes the complex does not comply with applicable regulations, codes and requirements.

(6) The provider agrees to allow the village an inspection, as part of the initial registration process, to ensure compliance with all applicable land development regulations and with all applicable building, landscaping, appearance and property maintenance codes and requirements adopted by the village.

(7) The provider completes the registration form. The registration shall be established by the department, and shall include but is not limited to such information as the name, address, and telephone number of the owner, the registered agent or representative, the management company, the onsite manager and the emergency contact for the complex.

(8) The provider pays an annual registration fee of $1,000.00 or as otherwise established by resolution of the village council.

(9) The provider agrees to comply with all applicable portions of Chapter 36, Article IV, of this Code regarding permanent or temporary rental of a dwelling unit to a sexual offender or sexual predator.

(b) Once a rental dwelling complex is registered, then the complex is exempt from each of the following:

(1) Obtaining an annual license for each rental dwelling unit;

(2) Complying with other requirements applicable to rental dwelling complexes of less than 50 units.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-36. - Reliance upon license or inspection.

The license and inspection required by this chapter are not a representation, guarantee or warranty of any kind by the village with respect to the fitness of the dwelling for residential purposes or that the dwelling unit complies with all applicable village, county, state or federal codes and requirements. There shall be no reliance by any person on the rental license as to the condition of such dwelling unit. Each lease for a rental dwelling unit executed within the village shall contain a statement substantially in the form of this section.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-37. - Access to change of occupancy records.

The owner shall make available to the department any rental record necessary to determine when changes of occupancy have occurred. The records shall be made available within not more than two weeks after a written request by the director.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-38. - Appeals.

Any person aggrieved by the suspension, denial or revocation of a rental dwelling license by the department may appeal to the special magistrate, as established in section 2-203 of the Code of Ordinances. The decision of the department shall be provided in writing to the owner of the rental dwelling unit within ten calendar days after the decision has been made. An appeal shall be filed within 30 calendar days following receipt of the decision.

(Ord. No. 2014-31, § 1, 12-9-14)

Sec. 71-39. - Other remedies.

Nothing contained herein shall prohibit the Village of Wellington from enforcing its codes by any other means, including, but not limited to, injunction, abatement or as otherwise provided by Code.

(Ord. No. 2014-31, § 1, 12-9-14)