

## Proposed Changes Since 1<sup>st</sup> Reading:

Strike-through formatted text is to be deleted; underline formatted text is to be added]; **highlighted** text illustrates changes after first reading; **highlighted** text illustrates changes after second reading and/or changes requested by residents impacted by existing vacation rentals.

### 5. Vacation Rentals:

a. As used in this section, the following definitions apply:

- i. Third-Party Platform Entity means any person, service, business, company, marketplace, or other entity that, for a fee or other consideration, provides property owners and responsible parties a platform or means to offer vacation rentals to Guests~~transient occupants~~, whether through the internet or other means.
- ii. Responsible Party means the owner of the property and any person or entity authorized by the property owner **to host, co-host, manage, operate, or** to obtain all necessary licensing for a vacation rental and who will be responsible for ensuring compliance with all regulations related to vacation rentals. **Further, the Responsible Party must be available to respond 24 hours per day, seven (7) days per week to any issue that arises related to the vacation rental.**
- iii. **Guest means any patron, customer, tenant, lodger, boarder, or occupant of a transient public lodging establishment, as defined in Chapter 509, Florida Statutes. Transient Occupant means any person who rents or occupies any dwelling unit or part thereof for less than 30 days or one calendar month, whichever is less, and any guest or invitee of such person.**
- iv. Vacation Rental, also called a short-term rental, means any dwelling unit or residence, including, but not limited to, any single family or any unit or group of units in a condominium, cooperative, or apartment building, that is rented in whole or in part, to Guests~~transient occupant~~, which is advertised or held out to the public as a place that may be rented to ~~guests~~ **Guests**~~transient occupant~~, but shall not include a hotel, motel, or bed and breakfast as defined or referenced in the LDR, more than three (3) times in a calendar year for periods of less than

30 days or (1) calendar month, whichever is less. For the purpose of this section, ~~Vacation Rental is synonymous with the term short-term residential rental.~~

b. Vacation Rentals property owners, co-hosts, managers, agents, and assigns, shall comply with all requirements of the Code of Ordinances (CO) and the LDR ~~pertaining to the applicable zoning district,~~ along with the following ~~general~~ standards for operation of a Vacation Rental:

i. The Responsible Party shall be available to respond 24 hours per day, seven (7) days per week to any issue that arises related to the vacation rental~~maintain a register with the names and dates of stay of all guests, including but not limited to, all Transient Occupants and their invitees.~~

ii. Maximum occupancy for Vacation Rentals shall be limited to two (2) persons per bedroom, excluding children under the age of three (3), for overnight use. At all other times, the maximum occupancy for vacation rentals shall not exceed the maximum overnight occupancy of the rental, plus four (4), excluding children under the age of three (3). For the purpose of this section “overnight” means 11:00 p.m. until 6:00 a.m. the following day.

iii. Overnight parking for Vacation Rentals shall be limited to, not including vehicles fully parked in garages, one (1) vehicle per bedroom, with a maximum of four (4) vehicles. Vacation Rentals with more than four (4) bedrooms and on a parcel that is one (1) acre in size or greater may park one (1) additional vehicle for each bedroom greater than four (4). Notwithstanding the maximums above, the maximum overnight parking is further limited to the number of vehicles that can be properly parked on a driveway, parking apron, or designated hard surfaced parking area. Vehicle parking which is not in a garage, on a driveway/parking apron, or in a designated parking area is prohibited. At all times, all automobiles shall be parked in an approved off-street parking space or driveway on the property. The parking of automobiles on a swale, lawn, landscape area, within the public right-of-way, or sidewalk is prohibited.

iv. The Responsible Party for all Vacation Rental properties is required to conduct a nationwide search to confirm that the prospective Guest(s) Transient Occupant(s) is/are not a registered sexual offender or sexual

predator as a result of a conviction of a sexual offense. If the Third-Party Platform Entity used by the Responsible Party conducts the search, the Responsible Party may rely upon that search to satisfy this requirement. The Department of Justice offers a free search for all states on the National Sex Offender Public Website. Further, if a Vacation Rental property is located within 2,500 feet of a school, child care facility, school bus stop, or park, or playground, it is a violation of Wellington's CO to allow any person to establish a temporary, permanent, or transient residence with knowledge that such person is a registered sexual offender or registered sexual predator in any jurisdiction. If requested by Wellington, the Responsible Party shall provide proof of search(es). At booking, guests must be informed, in the listing, that all adult Guests must register with the Third-Party Platform Entity for the purpose of allowing said entities to do background checks and screenings. If the Responsible Party books direct, they must perform a background check of all adult Guests to ensure that the Guests do not have a felony criminal record and do not appear on the Megan's Law list, as maintained by the Florida Department of Law Enforcement. If the Third-Party Platform Entity does not register all adult Guests, said registration will be incumbent on the Responsible Party. Within 24 hours of check-in, the Responsible Party must visit the property and check that all of the IDs of adult Guests staying at the property match the Guest record of the booking.

- v. The Responsible Party and all Guests ~~Transient Occupants~~ shall abide by all applicable state and local public nuisance regulations, including but not limited to, regulations that prohibit any place or premise from being used as the site for the unlawful sale or delivery of controlled substances, prostitution, human trafficking, youth and street gang activity, gambling, illegal sale or consumption of alcoholic beverages, or lewd or lascivious behavior ~~that adversely affects the public health, safety, and welfare.~~
- vi. If the Responsible Party permits Guests ~~Transient Occupants~~ to have pets at the Vacation Rental, such pets shall, at all times, be secured within the property lines or on a leash, but shall not be tethered. Continual nuisance barking by pets is prohibited.

- vii. All swimming pools on-site must have in place at least one (1) pool safety feature listed in section 515.27, Florida Statutes, prior to the use of the property as a Vacation Rental.
- viii. The Responsible Party and all Transient Occupants must comply with all applicable local, state, and federal regulations, including but not limited to, applicable laws pertaining to anti-discrimination, disability, and fair housing.
- ix. To provide a safety benefit for the neighborhood, and maximize compliance with rules and standards by the Guests, the owner of the Vacation Rental shall post a notice, as provided by the Village of Wellington, of Wellington's applicable ordinances in a location on the property that is clearly visible to the Guests.
- x. The Vacation Rental shall be rented as a whole unit to a Guest, however, Transient Occupant or Transient Occupant party. In no event may individual sleeping rooms be offered for rent if the unit is the primary residence of the Property Owner and the Property Owner is on-site, nor may the unit be offered for rent to multiple Transient Occupant parties.
- xi. The Responsible Party shall provide Wellington with valid, up-to-date contact information for both the Property Owner and any and all co-hosts, property managers, or anyone who has been granted operational authority over the property, and will contact neighbors to attempt to resolve complaints within three (3) hours for emergencies requiring law enforcement or emergency services; within eight (8) hours for non-emergent situations that impact the peace, safety, and well-being of the neighborhood, including, but not limited to, parties, parking violations, and encroachment of Guests on neighboring residents' properties.; and within twenty-four (24) hours for non-emergent situations or situations that neighbors report to the Responsible Party after the fact.
- xii. The Responsible Party shall take proper training, and receive certification in Human Trafficking prevention. The Responsible Party should be able to show proof of certification upon request.

xiii. The Responsible Party agrees to maintain non-invasive monitoring systems for ambient noise, or the presence of an abnormally high number of wi-fi capable devices, both inside, and outdoors, that can immediately notify them, by email, SMS, or other means, that there are issues at the property that require their immediate attention.

c. No property owner, Responsible Party, or Third-Party Platform Entity shall offer a Vacation Rental, or allow any person to rent or occupy any property as a Vacation Rental, ~~in whole or in part~~, without first obtaining a Special Use Permit from Wellington and then a Business Tax Receipt (BTR) from Wellington and Palm Beach County. A Special Use Permit shall be required for each unit subject to the requirements of the Vacation Rental supplemental regulations. The Special Use Permit is not transferable. A Special Use Permit application for a Vacation Rental shall be required for all existing and future Vacation Rentals. The Special Use Permit is not required to be renewed. The property owner and Responsible Party shall both be listed on the Special Use Permit and BTR application. All documentation required by the Florida Department of Business and Professional Regulation shall be provided with the Special Use Permit and BTR application. Additionally, the applicant must submit the Vacation Rental Affidavit for the Special Use Permit, which shall contain:

- i. Address of the Vacation Rental;
- ii. Name, address, phone number and email of the property owner;
- iii. Name, address, phone number and email of the Responsible Party;
- iv. Name and contact information for ~~the~~ all Third-Party Platform Entity or Entities on which the Vacation Rental is, or will be, listed;
- v. Statement that the Responsible Party is, or will be, remitting all applicable County business tax and tourist taxes as required by the County and State. If the Third-Party Platform Entity will be remitting all such taxes associated with the Vacation Rental on behalf of the Responsible Party, then the applicant must disclose this as part of the affidavit;
- vi. Statement that the Responsible Party ~~has the permission~~ is the designated agent of the property owner and has authority to offer the

property as a Vacation Rental and ~~act as the Responsible Person~~ consents to Responsible Party accepting civil citations on behalf of the property owner;

vii. Statement of the Number of rooms and occupancy of the dwelling unit that will be used for a Vacation Rental;

viii. Statement acknowledging that the Vacation Rental must be licensed with:

1. The Department of Business and Professional Regulation (DBPR), and registered with the Florida Department of Revenue, or successor agency, for the purposes of collecting and remitting applicable state taxes and that all such state taxes have been, or will be, are paid in full. If taxes are not filed by a Third-Party Platform Entity, in bulk, or individually, for the Responsible Party, said party must pay, and maintain records for tax payments and make them available for inspection, if requested;

2. The Palm Beach County Tax Assessor's Office and licensed with Palm Beach County Business Tax Receipt (BTR) and a Tourism Development Tax (TDT) account, and that all such licensure and taxes are paid in full.

ix. Statement acknowledging that the property is, and will at all times during which it is used as a Vacation Rental, be in compliance with the Vacation Rental standards set forth in this section, along with all other applicable CO and LDR regulations, such as noise, vehicle parking, and garbage;

x. Acknowledge and provide a copy of the consent from any governing homeowners association, condominium association, or property owners association with the BTR application;

xi. Statement acknowledging the Responsible Party will comply at all times with the sexual offender/predator regulations for Vacation Rentals; and

xii. Statement that all safety measures and features for swimming pools are, and will be at all times, maintained in compliance with the Vacation Rental regulations;

d. The property owner, Responsible Party and Third-Party Platform Entity information shall be maintained regularly. When there are changes, notification must be submitted to Wellington's Planning Department and Business Tax Official within 15 calendar days of the changes. All documentation must be readily available for inspection by Wellington at any time. A new Special Use Permit shall be required for any change in ownership.

e. Penalties, Suspension, and Appeals:

i. Offenses/violations:

a) Non-compliance with any provision of the supplemental Standards for Vacation Rentals shall constitute a violation of this Article by the property owner and may be enforced as provided by law.

b) Upon a finding of a violation of the Supplemental Standards for a Vacation Rental, each day a violation exists shall constitute a separate and distinct violation, except that violations regarding maximum occupancy shall constitute a single violation for a rental period.

f. A violation of any provision of the Supplemental Standards for a Vacation Rental shall constitute a Class III civil infraction by the property owner. Violations may be enforced by a Code Compliance Officer or a Law Enforcement Officer in accordance with Chapter 2 of Wellington's Code of Ordinances and LDR. Further, Wellington finds that violations of this Article present a serious threat to the public health, safety and welfare of its residents or are irreparable and irreversible. Accordingly, a Code Enforcement Officer or Law Enforcement Officer is authorized to issue a citation pursuant to this section without issuing a written warning/notice, as provided in Section 2-45 of the Wellington Code of Ordinances. Service by certified mail to the property owner shall constitute valid service of a

civil citation pursuant to Wellington's Code of Ordinances Section 2-45.

- i. Suspension: In addition to the fines and other penalties described herein, or provided by law, the Planning Director, or designee, may suspend a Special Use Permit in accordance with the following:
  - a) Upon a second violation within a 12-month period – up to a period of thirty (30) calendar days.
  - b) Upon a third violation within a 12-month period – up to a period of one hundred eighty (180) days.
  - c) Upon a fourth violation within a 12-month period – up to a period of three hundred and sixty-five (365) days.
  - d) A suspension shall begin immediately following notice of suspension, commencing either at the end of the current lease period or within thirty (30) calendar days, whichever date commences earlier.
  - e) Operation during any period of suspension shall be deemed a violation and shall be subject to a daily fine, up to one hundred and twenty-five dollars (\$125) or to the maximum amount as otherwise provided by the Florida Statutes for repeat violations, for each day that the rental operates during a period of violation.
  
- g. Revocation: The approval of a Special Use Permit may be revoked by the Planning Director upon the fifth (5th) violation, as described in the above sections, within a 12-month period. Revocation action may also be imposed by Wellington for a single offense involving a felony or misdemeanor charge, if the action occurred on the subject property, and resulted in injury to a Guest or visitor to the property or involved underage drinking, drug, or prostitution charge(s).



h. Appeals: All appeals of suspensions or revocations shall be made to the Special Magistrate in accordance with Chapter 2, Article IV of the Code of Ordinances.