



ORDINANCE NO. 2017-300

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2
3 **AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF**
4 **HILLSBORO BEACH, FLORIDA, AMENDING CHAPTER 12 ENTITLED**
5 **“LAND DEVELOPMENT CODE”, CREATING SECTION 12-111;**
6 **PROVIDING A GENERAL FRAMEWORK FOR THE REGULATION OF**
7 **VACATION RENTALS; MAKING FINDINGS OF FACTS; PROVIDING**
8 **FOR ENFORCEMENT; CREATING SECTION 2-112 REQUIRING**
9 **VACATION RENTAL REGISTRATION; PROVIDING REQUIREMENTS**
10 **FOR REGISTRATIONS; REQUIRING INSPECTION; SPECIFYING**
11 **DUTIES OF VACATION RENTAL OWNERS AND ALLOWING AGENTS;**
12 **CREATING SECTION 2-113 TO PROVIDE FOR MAXIMUM**
13 **OCCUPANCY AND GRANDFATHERING OF OCCUPANCY;**
14 **REQUIRING RENTAL AGREEMENT PROVISIONS AND POSTINGS;**
15 **CREATING SECTION 2-114 PROVIDING FOR EXEMPTIONS;**
16 **PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS;**
17 **PROVIDING FOR CODIFICATION; PROVIDING FOR AN EFFECTIVE**
18 **DATE.**

19
20
21 Whereas, Section 509.013, Florida Statutes, provides a distinction between “transient
22 public lodging establishments,” which are rented, or advertised or held out for rental to guests
23 more than three times in a calendar year for periods of less than 30 days or 1 calendar month,
24 whichever is less; and “non-transient public lodging establishments,” which are rented, or
25 advertised or held out for rental to guests for periods of at least 30 days or 1 calendar month,
26 whichever is less.

27
28 Whereas, Section 509.242(1)(c), Florida Statutes, further provides for a subset of transient
29 public lodging establishments, called “vacation rental” which is any unit or group of units in a
30 condominium or cooperative or any individually or collectively owned single-family, two-family,
31 three-family or four-family house or dwelling unit that is also a transient public lodging
32 establishment, but that is not a timeshare project.

33
34 Whereas, It is the intent of this Chapter to regulate vacation rentals as defined by Florida
35 Statutes, as well as other transient public lodging establishments that do not have on-site
36 management, which are located in the single family residential dwelling zoning district of the
37 Town of Hillsboro Beach, which is referred to herein as “Vacation Rentals”.

38
39 Whereas, In 2014, the Florida Legislature passed Senate Bill 356 (Chapter 2014-71, Laws
40 of Florida), amending that same statute to read “[a] local law, ordinance, or regulation may not
41 prohibit vacation rentals, or regulate the duration or frequency of rental of vacation rentals. This
42 paragraph does not apply to any local law, ordinance, or regulation adopted on or before June 1,
43 2011.”

1 **NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE**
2 **TOWN OF HILLSBORO BEACH, FLORIDA THAT:**

3
4 **Section 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being
5 true and correct and are hereby made a part of this Ordinance.

6
7 **Section 2.** Chapter 12 of the Code of Ordinances entitled "Land Development Code" is
8 amended to create Section 12-111 which shall read as follows:

9
10
11 **SECTION 12-111. VACATION RENTALS**

12
13 **1. Authority, Scope and Purpose.** This section is enacted under the home rule power of the
14 Town of Hillsboro Beach in the interest of the health, peace, safety and general welfare.

15
16
17 This section does not prohibit Vacation Rentals, or the duration or frequency of Vacation Rentals,
18 nor is it the intention of the Town of Hillsboro Beach to do so, but rather this section is intended
19 to address life safety and compatibility concerns in the interests of the health, peace, safety, and
20 general welfare.

21
22
23 **(a). Findings of Facts**

24
25 Based on information gleaned from the practical first-hand experience and observations of
26 Town Commissioners, common sense deductions of Town Commissioners based on long term
27 experiences in Hillsboro Beach, information learned by Town Commissioners from various
28 residents, information from the U.S. Census and from the Short-Term Rental Housing Restrictions
29 White Paper, prepared by Robinson & Cole, Attorneys at Law, in 2011, prepared for the National
30 Association of Realtors®, the Town Commission finds:

31
32 (1) Residents residing within their residential dwellings are inherently familiar with the
33 local surroundings, local weather disturbances, local hurricane evacuation plans, and means of
34 egress from their residential dwellings, thereby minimizing potential risks to themselves and their
35 families.

36
37 (2) In contrast, transient occupants of Vacation Rentals, due to their transient nature,
38 are typically not familiar with local surroundings, local weather disturbances, local hurricane
39 evacuation plans, and means of egress from the Vacation Rentals in which they are staying, thereby
40 increasing potential risks to themselves and their families, and putting an additional burden on,
41 and potentially putting at risk, emergency personnel in the event of an emergency situation.

42
43 (3) One (1) Vacation Rental is presently located within the single family dwelling
44 residential zoning district of the Town of Hillsboro Beach.

1
2 (4) Vacation Rentals, left unregulated, can create negative impacts within a residential
3 neighborhood due to excessive noise, parking and traffic problems, excessive use and impact on
4 public services and public works, extreme size and/or greater occupancy.

5
6 (5) Vacation Rentals situated within a residential neighborhood can disturb the quiet
7 nature and atmosphere of the residential neighborhood, and the quiet enjoyment of its residents.

8
9 (6) Vacation Rentals located within established residential neighborhoods can create
10 negative compatibility impacts relating to extreme noise levels, late night activities, on-street
11 parking issues and traffic congestion.

12
13 (7) According to the 2010 U.S. Census, the Town of Hillsboro Beach has an average
14 household size of 1.66 persons.

15
16 (8) According to the 2010 U.S. Census, the Town of Hillsboro Beach has an average
17 family size of 2.14 persons.

18
19 (9) Vacation Rentals situated in a single-family residential neighborhood can and do
20 create a great disparity in occupancy.

21
22 (10) The presence of on-site management militates against the negative impacts of
23 Vacation Rentals.

24
25 **(b). Definitions**

26
27 The following terms as used in this section are defined as set forth hereinafter:

28
29 “Bedroom” means any room in a Vacation Rental which has a bed or other place for sleeping and
30 a separate closet that is an integral part of the permanent construction within the bedroom or an en
31 suite bathroom, and complies with the Florida Fire Code and Florida Life Safety Code as a
32 bedroom, but shall not include a bathroom, a kitchen, a dining room, or any main living area. If a
33 room has been added, altered, or converted without any required building permit having been
34 granted, such room shall not be deemed a bedroom. If a previously approved bedroom in an
35 existing vacation rental exists as of the effective date of this code, and does not have a separate
36 closet that is an integral part of the permanent construction of the structure, but rather utilizes an
37 armoire or other furniture piece for clothing storage, the requirement for a closet to qualify as a
38 bedroom is waived.

39
40 “Occupant” means any person who occupies a Vacation Rental overnight.

41
42 “On-site management” means an office located at the site of a transient public lodging
43 establishment that has, no less than eight (8) hours per day, seven (7) days a week, a person or
44 persons physically present on site for purposes of supplying management, rental, and/or

1 maintenance services for that particular transient public lodging establishment, and, when the
2 office is closed, has a person who is available upon one hour's phone notice to return to the
3 transient public lodging establishment to supply management or maintenance services.
4

5 "Owner occupied" means the Vacation Rental is then occupied by person(s), at the Vacation Rental
6 Owner's consent, who do not pay rent for the occupancy of the Vacation Rental, when such persons
7 are members of the family of the Vacation Rental Owner. Family shall be defined as any number
8 of individuals related by blood, marriage or legal adoption, and not more than four persons not so
9 related, living together as a single housekeeping unit. Foster children are considered part of a
10 family.
11

12 "Transient public lodging establishments" means any unit, group of units, dwelling, building, or
13 group of buildings within a single complex of buildings which is rented to guests more than three
14 times in a calendar year for periods of less than 30 days or 1 calendar month, whichever is less, or
15 which is advertised or held out to the public as a place regularly rented to guests.
16

17 "Vacation Rental" is collectively a vacation rental as defined under Florida Statutes, and any
18 transient public lodging establishment that does not have on-site management, which is located in
19 the single family residential dwelling zoning districts of the Town of Hillsboro Beach.
20

21 "Vacation Rental Owner" is the fee simple owner of the Vacation Rental, whether an individual,
22 partnership, corporation, limited liability company, trust, or other entity. In the event the Vacation
23 Rental Owner is not an individual, each and every person who owns 20% or more of the equitable
24 interest in the Vacation Rental shall also be deemed a Vacation Rental Owner. The duties and
25 functions of a Vacation Rental Owner may, at the option of the Vacation Rental Owner, be
26 performed by an agent of the Vacation Rental Owner, so long as the Vacation Rental Owner
27 notifies the Town in writing, on a form provided by the Town, of the identity and contact
28 information of such agent, and the specific duties that the agent will be performing for the Vacation
29 Rental Owner. The Vacation Rental Owner may change the designation of agent at any time
30 through the filing of a new form and the payment of an administrative fee in an amount as set by
31 resolution by the Town Commission. The Vacation Rental Owner shall be held responsible for all
32 actions of such designated agent with respect to the applicable Vacation Rental.
33

34 **(c). Enforcement.**
35

36 Violations of the provisions of the Code of Ordinances relative to Vacation Rentals shall
37 be enforced in accordance with the provisions of Chapter 2 Article VI of the Code of Ordinances,
38 and through fines in accordance with ordinances and resolutions adopted by the Town
39 Commission.
40

41 **(d). Appeals.**
42
43

1 Any decision of the Special Master shall be final and shall be rendered in writing in
2 appealable form. Such final decision may be reviewed as permitted under Florida law.

3
4 **(e). Construction of section.**

5
6 This section shall be liberally construed to accomplish its purpose of regulating Vacation Rentals,
7 protecting the residential character of Hillsboro Beach, the health, safety, and general welfare of
8 its residents and visitors, and the quiet enjoyment by Hillsboro Beach’s residents of their
9 residential property.

10
11
12
13 **Section 3.** Chapter 12 of the Code of Ordinances entitled “Land Development Code” is
14 amended to create Section 12-112 which shall read as follows:

15
16
17 **SECTION 12-112. VACATION RENTAL REGISTRATION**

18
19 **1. Registration required.**

20
21 Prior to the initiation of operating as a Vacation Rental and prior to January 1st for each subsequent
22 year, a Vacation Rental Owner, either personally or through an agent, shall register with the Town
23 of Hillsboro Beach utilizing forms promulgated by the Town. The Town may extend the date that
24 such registration is required by notice on the Town’s website. A separate registration shall be
25 required for each Vacation Rental. The operation of a Vacation Rental without registration after
26 the date registration is required shall be a violation of this ordinance, except in the instance of
27 providing accommodations to fulfil a pre-existing contract as provided hereinafter. Every day of
28 such operation without registration shall constitute a separate violation.

29
30
31 (a) A Vacation Rental Owner or agent, as applicable, registering a Vacation Rental
32 with the Town shall submit to the Town a completed registration form, utilizing a form
33 promulgated by the Town, together with a registration fee in the amount set by resolution
34 of the Town Commission.

35
36 (b) A registration shall include the following submittals:

37
38 (1) A completed Vacation Rental Registration form.

39
40 (2) Payment of applicable fee.

41
42 (3) A copy of the Vacation Rental’s current and active license as a transient public
43 lodging establishment with the Florida Department of Business and Professional
44 Regulation, if the registrant is required to have such license.

- 1
2 (4) A copy of the Vacation Rental's current and active certificate of registration with
3 the Florida Department of Revenue for the purposes of collecting and remitting
4 sales surtaxes, transient rental taxes, and any other taxes required by law to be
5 remitted to the Florida Department of Revenue.
6
7 (5) Evidence of the Vacation Rental's current and active account with the Broward
8 County Tax Collector for the purposes of collecting and remitting tourist
9 development taxes and any other taxes required by law to be remitted to the
10 Broward County Tax Collector.
11
12
13 (6) Exterior site sketch. An exterior sketch of the Vacation Rental facility shall be
14 provided. The sketch shall show and identify all structures, pools, spas, hot tubs,
15 fencing, and uses, including areas provided for off-street parking. For purposes of
16 the sketch, off-street parking spaces shall be delineated so as to enable a fixed count
17 of the number of spaces provided. At the option of the Vacation Rental Owner,
18 such sketch may be hand drawn, and need not be professionally prepared.
19
20
21 (7) Interior building sketch by floor. A building sketch by floor shall be provided,
22 showing a floor layout identifying all bedrooms, other rooms, exits, hallways,
23 stairways, as applicable. At the option of the Vacation Rental Owner, such sketch
24 may be hand drawn, and need not be professionally prepared.
25
26 (c) If a registration form is incomplete, the registrant will be notified of the deficiency,
27 and be allowed ten (10) days to provide any missing information or fees.
28
29

30 **2. Modification of Vacation Rental Registration.**

31
32 An amendment of a Vacation Rental Registration shall be required in the event that any of
33 the following changes to the Vacation Rental are proposed:
34

- 35 a) An increase in the number of bedrooms in the Vacation Rental.
36
37 b) An increase in the maximum occupancy of the Vacation Rental.
38
39 c) An increase or decrease in the number of parking spaces, or a change in the location
40 of parking spaces for the Vacation Rental.
41
42 d) A change in ownership of the Vacation Rental.
43
44

1 **3. Duration of Vacation Rental Registration.**

2
3 A Vacation Rental Registration shall be valid for one (1) year after the date of registration.

4
5
6 **4. Renewal of Vacation Rental Registration.**

7
8 A Vacation Rental Owner must renew its registration annually prior to the expiration date
9 of the previous Vacation Rental Registration.

10
11 **5. Inspection of Vacation Rentals.**

12
13 (a) Inspection of a Vacation Rental to verify compliance with the Florida Building
14 Code, and the Florida Fire and Life Safety Codes, which governed at the time of completion
15 of the subject construction, shall be required subsequent to the initial registration of the
16 Vacation Rental, and annually after each renewal. If instances of noncompliance are found,
17 all such instances of noncompliance shall be handled as other violations of the Florida
18 Building Code and Florida Fire and Life Safety Codes are otherwise handled in the Town.
19 These requirements will not be imposed so as to affect contracts that pre-exist the effective
20 date of this Ordinance.

21
22 (b) Annual inspections shall be made by the Town through appointment with the
23 Vacation Rental Owner or agent, as applicable. If a Town inspector has made an
24 appointment with Vacation Rental Owner or agent, as applicable, for an inspection, and
25 the Town inspector is unable to complete the inspection as a result of an action or inaction
26 of the Vacation Rental Owner or agent, or an occupant of the Vacation Rental, the Vacation
27 Rental Owner shall be charged a "re-inspection" fee in an amount set by resolution of the
28 Town Commission to cover the inspection expense incurred. The re-inspection fee shall
29 be paid prior to scheduling the re-inspection. In addition, failure of a Vacation Rental
30 Owner or agent, as applicable, to make the Vacation Rental available for an inspection
31 within twenty (20) days after notification by the Town in writing that the Town is ready to
32 conduct the annual inspection, shall be a violation of the Code of Ordinances punishable
33 by a fine as may be determined by the Special Master. Such violation shall continue until
34 the inspection is accomplished. Each day that such violation continues shall be a separate
35 violation.

36
37
38
39
40 **6. Transfer of Vacation Rental Registration**

41
42 Vacation Rental Registrations are transferable only when the ownership of the Vacation Rental is
43 sold or otherwise transferred, and the new owner has filed a modification of the registration with
44 the Town within thirty (30) days from the date of the sale or transfer. Failing such modification

1 of the registration, any outstanding Vacation Rental Registration as to that Vacation Rental shall
2 be null and void on the thirty-first (31st) day after such sale or transfer.

3
4 **7. Vested Rights/Waiver/Estoppel**

5
6 A Vacation Rental Registration shall not be construed to establish any vested rights or entitle the
7 registered Vacation Rental to any rights under the theory of estoppel. A Vacation Rental
8 Registration shall not be construed as a waiver of any other requirements contained within the
9 Town of Hillsboro Beach Town Code or Comprehensive Plan, and is not an approval of any other
10 code requirement outside this section. The registration of a Vacation Rental is not an approval of
11 a use or activity that would otherwise be illegal under Florida law, the Florida Building Code, the
12 Florida Fire Code or Life Safety Code, or in violation of the Hillsboro Beach Town Code or
13 Comprehensive Plan.

14
15
16 **8. Duties of Vacation Rental Owner.**

17
18 Every Vacation Rental Owner or agent, as applicable, shall be available by landline or mobile
19 telephone answered by the Vacation Rental Owner or agent at the listed phone number 24-hours a
20 day, seven days a week to respond to police, fire or other emergency personnel requests.
21 Otherwise, response to contact by the Town’s regulatory personnel shall be required only Monday
22 through Saturday, 9 a.m. to 5 p.m. Failure of the Vacation Rental Owner or agent, as applicable,
23 to fulfil this duty, shall be a violation of this ordinance which shall be punished by fine as set by
24 resolution of the Town Commission.

25
26 **Section 4.** Chapter 12 of the Code of Ordinances entitled “Land Development Code” is
27 amended to create Section 12-113 which shall read as follows:

28
29 **SECTION 12-113. STANDARDS AND REQUIREMENTS FOR VACATION RENTALS**

30
31 The standards and requirements set forth in this section shall apply to the rental, use, and
32 occupancy of Vacation Rentals in the Town of Hillsboro Beach.

33
34 **1. Minimum safety and operational requirements.**

35
36 Vacation Rentals in the Town of Hillsboro Beach shall meet the applicable standards under the
37 Florida Statutes, Florida Building Code and the Florida Fire Code and Life Safety Code, and each
38 Vacation Rental shall have at least one landline telephone with the ability to call 911.

39
40 **2. Maximum occupancy based on site capacity / limitations / grandfathering.**

41
42 (a) The maximum occupancy of a Vacation Rental shall be stated in the Vacation Rental
43 registration form, and shall be limited to the lesser of:

1 (1) Two persons per bedroom that contains one hundred (100) square feet or more,
2 (counting only those rooms that meet the definition of bedroom herein), plus one
3 person per bedroom that contains no less than seventy (70) square feet, but less than
4 one hundred (100) square feet, (counting only those rooms that meet the definition
5 of bedroom herein), plus two persons.

6
7 (2) A total of eight (8) occupants per Vacation Rental. In the event there is more than
8 one building or dwelling on one platted lot, the maximum occupancy shall be
9 capped at eight (8) occupants per lot or structure, whichever is less.

10
11 (b) The maximum occupancy restriction as set forth above shall not apply when the property
12 is Owner occupied by the Vacation Rental Owner.

13
14 (c) Notwithstanding the above, a Vacation Rental that was used as a Vacation Rental as of
15 the effective date of this ordinance may apply for the status of grandfathered for a period
16 of five (5) years, as to occupancy limitations, and may cap its occupancy based upon the
17 following criteria and procedures. Vacation Rentals that have an occupancy of eight (8)
18 or less as determined according to this section will not require grandfathering to
19 maintain that occupancy.

20
21 (1) A grandfathered Vacation Rental shall have its maximum occupancy based upon two
22 persons per bedroom (each bedroom must meet the definition of bedroom herein) at the
23 time of application for grandfather status. A change in the number of bedrooms at the
24 Vacation Rental shall cause such Vacation Rental to lose its grandfathered status.

25
26 (2) The Vacation Rental Owner, or agent, as applicable, (“Grandfathering Applicant”),
27 shall complete a Grandfathering Application as prescribed by the Town, which shall be
28 submitted under oath and upon penalty of perjury, and provide verifiable written proof
29 of the number of bedrooms as herein defined in the Vacation Rental.

30
31 (3) The Grandfathering Application and supporting proof shall be submitted to Town for
32 review by Town staff, and such staff shall make a written determination as to the
33 maximum occupancy of such grandfathered Vacation Rental.

34
35 (4) If the Town staff fails to confirm the requested occupancy level, the Town of Hillsboro
36 Beach shall notify the Grandfathering Applicant of that fact, and the occupancy level
37 that can be approved, in writing. Within twenty (20) days after such notice, an
38 evidentiary hearing may be requested by the Grandfathering Applicant before the
39 Special Magistrate to provide the Grandfathering Applicant an opportunity to provide
40 evidence and/or testimony in support of the occupancy requested. A determination by
41 the Special Magistrate after such evidentiary hearing shall be final. If no hearing is
42 requested during that time period, the occupancy level shall be set at the level
43 determined by the Town staff upon initial review.

- 1 (5) An application for grandfathering shall be submitted, if at all, by no later than the time
2 of registration of the Vacation Rental, but not later than three (3) months after adoption
3 of the subject ordinance. If the Town extends the date that registration is required, the
4 deadline for the application for grandfathering shall also be extended to the same
5 extended date. If a Vacation Rental has been registered, but a final determination as to
6 the occupancy level based upon grandfathering has not yet been made, such Vacation
7 Rental may allow occupancy up to the occupancy requested in the grandfathering
8 application until such time as a final determination as to occupancy has been made.
9
- 10 (6) If it is reasonably determined by the Town staff that any information supplied to the
11 Town of Hillsboro Beach in support of an application for grandfathering was
12 intentionally false or fraudulent, the person supplying the false or fraudulent
13 information shall be subject to a fine as set by the Town Commission by resolution. If
14 there is such a determination by Town staff, the Town of Hillsboro Beach shall notify
15 the Grandfathering Applicant of that fact, and within twenty (20) days after such notice,
16 an evidentiary hearing may be requested by the Grandfathering Applicant before the
17 Special Magistrate to provide the Grandfathering Applicant an opportunity to provide
18 evidence and/or testimony to show that the information supplied in support of the
19 application for grandfathering was not intentionally false or fraudulent. The
20 determination by the Special Magistrate after such evidentiary hearing shall be final.
21 If no hearing is requested during that time period, the initial determination by the Town
22 staff shall be final.
23
- 24 (7) If a Vacation Rental registration does not exist as to a Vacation Rental for a period in
25 excess of thirteen (13) months, any grandfathering determination shall be deemed
26 abandoned, and shall no longer be applicable to that Vacation Rental.
27

28 **3. Vacation Rental agreements – minimum provisions.**

29
30 Vacation Rentals shall be rented, leased or occupied pursuant to a written rental agreement which
31 contains, at a minimum, the following information:
32

- 33 (a) Maximum occupancy of the Vacation Rental that is consistent with the Vacation
34 Rental Registration.
35
- 36 (b) The maximum number of vehicles that will be allowed to park at the Vacation
37 Rental. Such number of vehicles shall not exceed the number of parking spaces
38 located at the Vacation Rental as shown in the sketch submitted with the Vacation
39 Rental registration, plus any other legal parking spaces that the Vacation Rental
40 Owner can show are available to the Vacation Rental.
41
- 42 (c) A statement that a sketch of the permitted off-street parking locations where
43 Occupants may park according to the Vacation Rental Registration sketch and any

1 other legal parking spaces available to the Vacation Rental will be posted at the
2 Vacation Rental.

3
4 (d) A statement that all Occupants must promptly evacuate from the Vacation Rental
5 upon posting of any evacuation order issued by state or local authorities.

6
7 (e) A copy of a document to be supplied by the Town which includes excerpts from Town
8 of Hillsboro Beach ordinance provisions of general application relevant to Vacation Rentals to
9 include solid waste pick-up regulations, regulations related to sea turtles and sea turtle lighting,
10 as specified by resolution of the Town, as a lease addendum. The Town will make available
11 to Vacation Rental Owners and agents a copy of such document in digital format upon request,
12 and the Town will post such document on its website.

13
14 **4. Required providing of Vacation Rental and local information - posting.**

15
16 (a) In each Vacation Rental, there shall be provided, in a prominent location, the following
17 written information:

18
19 (1) The name, address and phone number of the Vacation Rental Owner or agent, as
20 applicable.

21
22 (2) The maximum occupancy of the Vacation Rental.

23
24 (3) A copy of a document to be supplied by the Town which includes excerpts from
25 Town of Hillsboro Beach ordinance provisions of general application relevant to
26 Vacation Rentals to include solid waste pick-up regulations, regulations related to
27 sea turtles and sea turtle lighting, as specified by resolution of the Town, as a lease
28 addendum. The Town will make available to Vacation Rental Owners and agents
29 a copy of such document in digital format upon request, and the Town will post
30 such document on its website.

31
32 (4) The maximum number of vehicles that can be parked at the Vacation Rental, along
33 with a sketch of the location of the off-street parking spaces.

34
35 (5) The days and times of trash pickup.

36
37 (6) The location of the nearest hospital.

38
39 (b) There shall be posted, next to the interior door of each bedroom a legible copy of a building
40 evacuation map – Minimum 8-1/2" by 11".

41
42 **Section 5.** Chapter 12 of the Code of Ordinances entitled "Land Development Code" is
43 amended to create Section 12-114 which shall read as follows:
44

1 **SECTION 12-114. EXEMPTIONS**

2
3 **Exemption for pre-existing rental agreements**

4
5 Notwithstanding any other provision of this ordinance, rental agreements with prospective
6 Occupants for Vacations Rentals that were pre-existing as of the enactment of this Ordinance,
7 (hereinafter "Pre-existing Agreements") are exempt from the provisions of this ordinance.

8
9 If a Vacation Rental is cited for a violation of the provisions herein, (that would not be a violation
10 if it were not for this section), when the Vacation Rental is occupied under the terms of a Pre-
11 existing Agreement, the Vacation Rental Owner may defend such violation based on the fact that
12 the Vacation Rental was exempt from the Code of Ordinances due to it being occupied pursuant
13 to a Pre-existing Agreement. Such defense shall be determined based upon the following
14 information, and upon any additional information supplied by the Vacation Rental Owner or
15 otherwise determined by the fact finder:

- 16
17 1. Copy of deposit or payment information evidencing that the agreement was a Pre-existing
18 Agreement.
19 2. Copy of e-mail or other communication evidencing a binding Pre-existing agreement.
20 3. Information from the Occupant confirming that there was a binding agreement in a time-
21 frame to make the agreement as Pre-existing Agreement under this section.
22

23 If it is reasonably determined by the Town staff, and confirmed by the Town's Special Magistrate
24 that any information supplied to the Town of Hillsboro Beach in support of an application for
25 exemption, or in support of a defense based upon Pre-existing Agreement, was intentionally false
26 or fraudulent, the person supplying the false or fraudulent information shall be subject to a fine as
27 set by the Town Commission by resolution.

28
29 **Section 6.** If any section, subsection, sentence, clause or provision of this Ordinance is
30 held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

31
32 **Section 7.** That all ordinances or parts of ordinances and all resolutions or parts of
33 resolutions in conflict with this Ordinance are repealed to the extent of such conflict.
34

35 **Section 8.** It is the intention of the Town Commission of the Town of Hillsboro Beach,
36 that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances
37 of Town of Hillsboro Beach, Florida, and the Sections of this ordinance may be renumbered,
38 re-lettered and the word "Ordinance" may be changed to "Section," "Article," or such other word
39 or phrase in order to accomplish such intention.
40

41 **Section 9. Severability.** In the event that any word(s), phrase(s), portion(s), sub-sub-
42 section(s), sub-section(s), or section(s) of this section, is contrary to law, or against public policy,
43 or shall for any reason whatsoever held to be invalid, illegal or unconstitutional, by any court of
44 competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or

1 section(s) of this section shall be null and void, and shall be deemed severed, and a separate,
2 distinct, and independent provision from the remaining provisions of this section, and such holding
3 shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections,
4 sub-sections, or sections of this section, which shall remain in full force and effect. This section
5 shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes
6 of this section as expressed herein.
7
8

9 **Section 10.** This Ordinance shall be effective immediately upon passage and adoption by
10 the Town Commission of the Town of Hillsboro Beach.
11

12 PASSED AND ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF
13 HILLSBORO BEACH, FLORIDA, ON FIRST READING, THIS 13th DAY OF SEPTEMBER,
14 2017.

PASSED ADOPTED BY THE TOWN COMMISSION OF THE TOWN OF HILLSBORO
BEACH, FLORIDA, ON SECOND AND FINAL READING, THIS 14th DAY OF NOVEMBER,
2017.

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17 By: Deborah L. Tarrant
18 Deborah L. Tarrant, Mayor
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22 ATTEST: [Signature]
23
24 By: William "Mac" Serda
25 William "Mac" Serda, Town Manager
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