

**IN THE CIRCUIT COURT OF THE
11th JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA**

Case No.:

AIRBNB, INC., a Delaware corporation,
YAMILE BELL, an individual, ANA
RUBIO, an individual, GARY M.
LEVIN and TOYA BOWLES, husband
and wife, KENNETH J. TOBIN, an
individual,

Plaintiffs,

v.

CITY OF MIAMI, a Florida municipal
corporation,

Defendant.

VERIFIED COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF

Plaintiffs, AIRBNB, INC. (“Airbnb”), YAMILE BELL, ANA RUBIO, GARY M.
LEVIN and TOYA BOWLES, and KENNETH J. TOBIN (collectively, Bell, Rubio,
Levin, Bowles and Tobin are referred to as the “Individual Plaintiffs”) sue Defendant,
City of Miami, Florida (the “City”), and allege:

INTRODUCTION

1. This is an action to enjoin the City of Miami from seeking to enforce a
purported vacation rental ban against Airbnb and individual Airbnb hosts in Miami. The
City has recently undertaken an aggressive anti-Airbnb campaign that includes threats
against individual Airbnb hosts who attended a City Commission meeting to publicly
voice their support for vacation rentals in Miami. The City is now acting to make good on
those threats. Airbnb stands together with its Miami hosts in opposing the City’s

unlawful efforts, and in particular stands with the brave individuals who have come forward and seek to protect their rights as Individual Plaintiffs in this action. When those wielding the power of government seek to deprive members of our community of their fundamental rights – property rights, free speech, the right to petition without fear of retribution – we are compelled to act.

2. In 2011, the Florida Legislature recognized that the regulation of public lodging establishments, including vacation rentals, should be a matter of Florida state policy and passed a law prohibiting cities and counties from enacting ordinances to prohibit or unduly regulate vacation rentals (the “Statutory Preemption”). §509.032(7)(a), (b), *Fla. Stat.*; see also, §509.013(4)(a)1, *Fla. Stat.*; see also, *Fla. Att’y Gen. Op. 2016-12 (2016)*, citing *Fla. Att’y Gen. Op. 2014-09 (2014)*.

3. On August 11, 2015, without legal authority and bowing to interest group pressure against short-term rental platforms like Airbnb, the City ignored the State and began prohibiting vacation rentals within the City’s sub-urban residential zoning district or T3 transect zone.

4. Specifically, the City manipulated a way to try to take advantage of a limited exception the Florida Legislature included when it adopted the Statutory Preemption. That exception grandfathers municipal ordinances or regulations prohibiting or regulating the duration or frequency of vacation rentals that were adopted prior to June 1, 2011. §509.032(7)(c), *Fla. Stat.* The City, however, did not have any such ordinance or regulation which expressly prohibited vacation rentals. Instead, it attempted to belatedly and impermissibly reinterpret its existing zoning code, Miami 21. Out of this manipulation, Zoning Interpretation 2015-001 was born.

5. The Individual Plaintiffs had never heard of the City's vacation rental prohibition before 2015, and it was not for a lack of looking. It simply was not in Miami 21.

6. Each of the Individual Plaintiffs is a long-time, law-abiding resident of Miami, as well as an Airbnb host:

(A) Yamile Bell ("Mrs. Bell") is a naturalized citizen who escaped oppression in her native country, Cuba, and sought asylum in the United States in 1996. Mrs. Bell learned English in less than a year, while working full time. During this time, Mrs. Bell went to cosmetology school, studied hard and became a licensed cosmetologist. She worked as a cosmetologist at Neiman Marcus and Saks Fifth Avenue in Miami. Mrs. Bell also became a host of a morning radio program on Univision, and later appeared on the popular La Cosa Nostra television show. Mrs. Bell now uses Airbnb to host vacation rentals at her home in Coral Gate to earn money to allow her to home school her 3 children.

(B) Ana Rubio ("Ms. Rubio") is a physical education teacher for Miami-Dade County Public Schools. Ms. Rubio teaches physical education at Earlington Heights Elementary, a Title I school with one of the poorest student populations in Miami-Dade County. Ms. Rubio loves her students. To give back to her students, Ms. Rubio started Streamline Miami (www.streamlinemiami.org), a non-profit foundation dedicated to preparing underprivileged children for success by exposing them to the idea of higher education. Ms. Rubio is a current finalist for the National

Life Group, Life Changer of the Year Award, which is a national award for K-12 education professionals with a proven ability to make a beneficial difference in the lives of students. Ms. Rubio uses Airbnb to host vacation rentals at her home to help make ends meet and because she enjoys meeting new people.

(C) Gary M. Levin (“Mr. Levin”) and Toya Bowles (“Mrs. Bowles”) are a married couple and residents of Coconut Grove. They are both Doctors of Pharmacy (Pharm.D.), and they met in Gainesville while both were working at the Pharmacy School. Mr. Levin is currently the Founding Dean of the Larkin College of Pharmacy, and the former Chairman of the Pharmacy Practice Department at Nova Southeastern University College of Pharmacy. Mrs. Bowles is the Principal Medical Science Liaison for Janssen, Pharmaceutical Companies of Johnson & Johnson. Mr. Levin and Mrs. Bowles use Airbnb to host vacation rentals at their home because they enjoy being ambassadors to Miami.

(D) Kenneth J. Tobin (“Mr. Tobin”) is a longtime and well-known Coconut Grove resident and founder of Tobin Construction & The Painter, Inc., which specializes in commercial and residential painting. Mr. Tobin uses Airbnb to host vacation rentals at his home while he is away for business or pleasure. Mr. Tobin prefers to have his home occupied while away for security reasons. Mr. Tobin’s home-sharing goes back decades, back to the “inhabitation” of his home by Sonny Crockett’s girlfriend on the popular *Miami Vice* TV show.

7. On March 23, 2017, Mrs. Bell, Mrs. Bowles and Mr. Tobin attended the regular City Commission meeting to speak out as citizens and residents against a proposed resolution of the City Commission affirming the City's vacation rental prohibition in the T3 transect zone. Along with numerous others, Mrs. Bell, Mrs. Bowles and Mr. Tobin related their experiences to a City Commission majority. At the meeting, the City instructed all speakers to identify themselves and to provide their addresses.

8. After the City Commission meeting, the City, through its Mayor and City Manager, publicly declared the intent to punish those who dared to publicly oppose the vacation rental prohibition by initiating code enforcement proceedings against them.

9. On April 11, 2017, the City's Mayor Tomas Regalado, after apparently pulling the list of speakers from the Commission meeting, publicly confirmed that the City is following through on its threat:

“Several people already have received notice of violations ... They were putting themselves in harm's way by officially, publicly, on the record saying that they are violating the code of the city of Miami.”

See <http://www.local10.com/news/airbnb-hosts-become-targets-of-inspection-in-miami>.

10. Citizens have the right to speak to their government without fear of retribution in our Country. The City's retaliatory action violates the First Amendment to the United States Constitution, Article I, §24 of the Florida Constitution of 1968, and §286.0114(4), Florida Statutes, and is particularly nefarious because the public nature of the City's declaration has the effect of chilling speech and dissent.

11. The Plaintiffs in this case seek to enforce the law against a municipality acting unconstrained by law, and to prevent that municipality from persecuting those who chose to speak out against the unlawful activity of the City of Miami.

PARTIES, JURISDICTION AND VENUE

12. Airbnb, a for-profit corporation incorporated under Delaware law, has its principal place of business in San Francisco, California. Airbnb provides an Internet platform for home-sharing throughout the world including the United States and each of its 50 states, including Florida.

13. Mrs. Bell is an individual and resident of the City of Miami and is otherwise sui juris. With her husband, Mrs. Bell owns property located at 3280 SW 16th Terrace, Miami, FL 33145-1816 (the “Bell Property”).

14. Ms. Rubio is an individual and resident of the City of Miami and is otherwise sui juris. Ms. Rubio owns property located at 3684 NW 19th Terrace, Miami, FL 33125 (the “Rubio Property”).

15. Mr. Levin and Mrs. Bowles are individuals, residents of the City of Miami, husband and wife, and are otherwise sui juris. Mr. Levin and Mrs. Bowles own property located at 3373 Day Avenue, Unit 3373, Miami, FL 33133-5028 (the “Levin-Bowles Property”).

16. Mr. Tobin is an individual and resident of the City of Miami and is otherwise sui juris. With his wife, Mr. Tobin owns property located at 1767 Micanopy Avenue, Miami, FL 33133-3322 (the “Tobin Property”).

17. The City is a municipal corporation chartered under the State of Florida pursuant to Laws of Florida, Chapter 10847, as have been or may be amended from time to time. The City is governed by a body politic known as the City Commission.

18. Jurisdiction is proper in the Circuit Court because the City’s actions to prohibit vacation rentals threaten to cause Airbnb lost revenue in excess of \$15,000, and

threaten to cause each Individual Plaintiff to suffer lost rental income and code enforcement fines in excess of \$15,000. Jurisdiction is also proper because Mrs. Bell, Mrs. Bowles and Mr. Tobin are citizens of the State of Florida and are seeking declaratory and injunctive relief pursuant to §286.0114(6), Florida Statutes.

19. Venue is appropriate in Miami-Dade County because the City is located wholly within and transacts business in Miami-Dade County. The City operates out of multiple locations, most prominently City Hall located in Miami-Dade County at 3500 Pan American Drive, Miami, FL 33133.

20. The City is subject to personal jurisdiction in Florida pursuant to §48.193(2), Florida Statutes, because the City is a Florida municipal corporation, has conducted substantial and not isolated business and activities within Florida, and it has itself or through its agents operated, conducted, engaged in or carried on business of the City in this State that gave rise to this cause of action, or caused injury to Airbnb and the Individual Plaintiffs in Florida resulting from its activities within (and outside of) this State in connection with services provided in Florida.

FACTS

Florida Has a Strong Public Policy and Supporting Law Favoring Vacation Rentals Across the State

21. Tourism plays an important role in the Florida economy.

22. Governor Rick Scott reported that, in 2015, Florida welcomed a record 105 million out-of-state and international visitors,¹ and those visitors spent \$89.1 billion in taxable transactions.²

¹ <http://www.flgov.com/2016/02/18/gov-scott-florida-welcomed-a-record-105-million-tourists-in-2015/>

² <http://www.visitfloridablog.org/?p=15486>

23. Vacation rentals are one important way tourists are accommodated in Florida.

24. In 2011, the Florida Legislature preempted cities and counties from prohibiting or regulating vacation rentals, unless such prohibition or regulations were adopted prior to June 1, 2011. Fla. Stat. § 509.032(7)(b). Specifically, “a local law, ordinance, or regulation may not prohibit vacation rentals or regulate the duration or frequency of rental of vacation rentals” absent a prohibition of short-term rentals existing prior to June 1, 2011.

Miami 21 and The City’s *Ad Hoc* Interpretation

25. The City, however, is determined to flout Florida state law with a contorted interpretation of its zoning code.

26. Any local restrictions purporting to be subject to the grandfather clause must be explicit. The Florida Attorney General has concluded that a “local zoning ordinance for single-family homes adopted prior to June 1, 2011, could not now be interpreted to restrict the rental of such homes as vacation rentals, when the ordinance did not restrict the rental of such property and the county had no regulations governing vacation rentals prior to June 1, 2011.” Fla. Att’y Gen. Op. 2014-09, 2014 WL 6471863, at *2 (Nov. 13, 2014); *see also* Fla. Att’y Gen. Op. 2016-12, 2016 WL 6142867, at *4 (Oct. 5, 2016). As the Attorney General has reasoned, “[t]o the extent a zoning ordinance” is construed to “address[] vacation rentals in an attempt to prohibit them in a particular area where residences are otherwise allowed, it would appear that a local government would have exceeded the regulatory authority granted in section 509.032(7)(b).” 2014 WL 6471863, at *2.

27. The City's zoning code, Miami 21, does not expressly prohibit vacation rentals or any other type of short-term or transient rental in the T3 transect zone, or anywhere else in the City for that matter. In fact, as of the "grandfather" date of June 1, 2011 (and for four years thereafter), there was:

- (A) no mention of a vacation rental ban;³
- (B) no published interpretation of Miami 21 that concluded vacation rentals were prohibited;⁴ and
- (C) no known enforcement of any vacation rental prohibition under Miami 21.

28. On August 11, 2015, however, six years after the City's adoption of Miami 21 (the City's zoning code), the City's Zoning Administrator issued Zoning Interpretation 2015-001, which has the purported effect of prohibiting vacation rentals in the T3 Transect Zone. A true and correct copy of Zoning Interpretation 2015-001 is attached as **Exhibit C** and incorporated herein. Zoning Interpretation 2015-001 concluded without justification that:

...using a Single Family residence or Two Family-Housing (a duplex) within a T3 transect zone to provide rental accommodations per night, week or anything less than one month would constitute an activity in violation of Miami 21.

29. A divining rod would not be sufficient to find a vacation rental prohibition in Miami 21, so instead Zoning Interpretation 2015-001 was created.

³ See a true and correct copy of excerpted provisions of Miami 21 attached as **Exhibit A** and incorporated herein.

⁴ See http://www.miamigov.com/planning/zoning_interpretations.html, a screen print of which is attached as **Exhibit B** and incorporated herein.

Airbnb Is a Home-Sharing Website Individuals Around the World Use to Engage in Home-Sharing

30. Airbnb was founded in August of 2008 and is based in San Francisco, California. Airbnb is a trusted community home-sharing marketplace for people to list, discover, and book unique residential accommodations around the world — online or from a mobile phone or tablet. Whether a room for a night, an apartment for a week, or a castle for a month, Airbnb connects people to unique travel experiences in more than 65,000 cities and 191 countries. With its growing community of millions of users, Airbnb is an easy and proven way for people to monetize their space through home-sharing.

31. Airbnb provides an online platform accessed over the Internet - www.airbnb.com - and via mobile application. The platform enables hosts who have accommodations to list and book (“Hosts”) to connect with guests seeking to book such accommodations (“Guests”).

32. Through such “home sharing,” Airbnb hosts can earn supplemental income (which in many circumstances helps them stay in their homes), and guests have a greater selection of rental options, often at a lower cost.

The Individual Plaintiffs Are City Residents Who Rent Out Their Homes Through Airbnb For Lawful Purposes

33. Numerous Airbnb hosts, including the Individual Plaintiffs, reside in the City and the T3 transect zone, have rented out their homes as vacation rentals through Airbnb, and desire to continue renting out their homes as vacation rentals.

34. A review of Airbnb data by staff at the *Miami Herald* reflects that:

about 2,300 people in the city [of Miami] have been active hosts on [Airbnb’s] home sharing platform for the past year. Those users were responsible for hosting about 140,300 tourists who visited the city

between February 2016 and February 2017, staying an average of four days.⁵

35. The Bell Property is a single-family home located in the T3-R Transect Zone. Mrs. Bell lives at the Bell Property and rents a room in her home through Airbnb. The Bell Property is Mrs. Bell's permanent residence.

36. The Rubio Property is a single-family home located in the T3-L transect zone. Ms. Rubio lives at the Rubio Property and rents a room in her home through Airbnb. The Rubio Property is Ms. Rubio's permanent residence.

37. The Levin-Bowles Property is a duplex condominium unit located in the T3-O transect zone. Mr. Levin and Mrs. Bowles live at the Levin-Bowles Property and rent the Levin-Bowles Property through Airbnb while they are staying temporarily elsewhere. The Levin-Bowles Property is Mr. Levin's and Mrs. Bowles' permanent residence.

38. The Tobin Property is a single-family home located in the T3-R transect zone. Mr. Tobin lives at the Tobin Property and rents the Tobin Property through Airbnb while he and his wife are staying temporarily elsewhere. The Tobin Property is Mr. Tobin's permanent residence.

**Numerous City Residents Exercised Their Right To Be Heard
by the City Commission in Support of Vacation Rentals on Airbnb,
and the City In Turn Sought To Punish These City Residents
For Daring To Oppose the City's Position**

39. The City has publicly declared its intent to ban vacation rentals to the greatest extent that it can, and has targeted Airbnb and its hosts specifically.

⁵ Article entitled "'Nothing to Negotiate' With Airbnb, Mayor Regalado Says," published on the Miami Herald's website on March 9, 2017 at 1:11 p.m
<http://www.miamiherald.com/news/local/community/miami-dade/article137435223.html>.

40. On March 23, 2017, the City Commission held a regularly scheduled meeting at which the City Commission considered Item RE.3, 1880:

A RESOLUTION OF THE MIAMI CITY COMMISSION AFFIRMING THE ZONING REGULATIONS OF THE CITY OF MIAMI, FLORIDA AS THEY PERTAIN TO SHORT-TERM/VACATION RENTALS AND DIRECTING THE CITY MANAGER TO CONTINUE VIGOROUSLY ENFORCING REGULATIONS PERTAINING TO LODGING USES TO ENSURE THE HEALTH, SAFETY AND WELFARE OF THE CITY OF MIAMI'S RESIDENTS AND VISITORS.

("Agenda Item RE.3"). The City Commission adopted the foregoing resolution, as amended from the dais.

41. An article entitled "Miami may target Airbnb hosts who spoke at City Hall, sue home-sharing platform," published on the *Miami Herald's* website on March 23, 2017 at 9:29 p.m.,⁶ recorded what transpired during and after the City Commission's consideration of Agenda Item RE.3:

[d]ozens of Miami property owners who rent their homes and duplexes to visitors through home-sharing platform Airbnb spent all day at [City of Miami's] City Hall on Thursday pleading with city officials to buck a legal opinion declaring their business an illegal nuisance.

Instead, Miami commissioners reaffirmed that position in a 3-2 vote, threatened to sue Airbnb for promoting clandestine activity, and then told the hosts who placed their names and addresses on the record that they had outed themselves to code compliance.

42. Mrs. Bell, Mrs. Bowles and Mr. Tobin attended the City Commission meeting on March 23, 2017, and spoke out against Agenda Item RE.3. As a condition of being allowed to exercise their right to be heard on Agenda Item RE.3, Mrs. Bell, Mrs. Bowles and Mr. Tobin were required:

⁶ "Miami May Target Airbnb Hosts Who Spoke at City Hall, Sue Home-Sharing Platform".

- (A) by the City Clerk to complete cards which asked for their identities, addresses and other contact information;
- (B) by the City Commission to state his or her name and give his or her home address on the record before proceeding.

43. After that information was supplied at the hearing, City Manager Daniel Alfonso stated of those who spoke out against Agenda Item RE.3, including Mrs. Bell, Mrs. Bowles and Mr. Tobin:

“We are now on notice for people who did come here and notify us in public and challenge us in public. I will be duly bound to request our personnel to enforce the city code.”

44. Mrs. Bell, Mrs. Bowles and Mr. Tobin understood the City Manager’s message to be a threat against them and those other individuals who spoke out against Agenda Item RE.3.

45. Since the hearing, the City’s Mayor Tomas Regalado also has made numerous statements indicating that the City will undertake to enforce against those individual hosts who came forward.

46. Emergency relief is needed in order to protect against the City’s imminent threat against individual rights. The City should not be permitted to trample on the property and speech rights of its citizens undeterred by the Courts. Similarly, Airbnb’s reputation and right to lawfully conduct its business will be irreparably harmed if the City is allowed to proceed with its plan to end the vacation rental business in the City and specifically target Airbnb and its hosts for enforcement without a valid legal reason for such actions.

**COUNT I – DECLARATORY JUDGMENT AND INJUNCTIVE
RELIEF – CITY OF MIAMI’S PROHIBITION AND
REGULATION OF VACATION RENTALS UNDER MIAMI 21**

47. The allegations set forth in paragraphs 1 through 46 are re-alleged and incorporated as if fully set forth herein.

48. This is an action for declaratory and injunctive relief by Airbnb and the Individual Plaintiffs pursuant to §86.011, Florida Statutes.

49. The interests of the parties to this dispute are adverse and concrete, and all necessary parties are within the jurisdiction of this Court. The Plaintiffs do not merely seek legal advice on questions raised out of curiosity or in the abstract, but seek this Court’s determination of the respective rights of the parties premised upon an ascertainable state of facts.

50. The Statutory Preemption prohibits the City from regulating vacation rentals, except for in compliance with the Florida Building Code and Florida Fire Prevention Code. *§509.032(7)(a), (b), Fla. Stat.*; see also, *§ 509.013(4)(a)1, Fla. Stat.*

51. The Statutory Preemption expressly prohibits the City from prohibiting vacation rentals or regulating the duration or frequency of vacation rentals. Local governments were granted one exception to this prohibition, and that was that it did not apply to local ordinances or regulations which:

- (A) explicitly and expressly prohibited vacation rentals or regulated the duration or frequency of vacation rentals; and
- (B) were adopted before June 1, 2011.

The City does not qualify for this exception.

52. In adopting the vacation rental specific provisions of the Statutory Preemption, the State of Florida concluded that vacation rentals are consistent with other residential uses. *See Fla. Att'y Gen. Op. 2016-12 (2016), citing Fla. Att'y Gen. Op. 2014-09 (2014)*. (“To the extent a zoning ordinance addresses vacation rentals in an attempt to prohibit them in a particular area where residences are otherwise allowed, it would appear that a local government would have exceeded the regulatory authority granted in section 509.032(7)(b), Florida Statutes.”).

53. The City’s recently issued Zoning Interpretation 2015-001 is merely a contrived and *ad hoc* means to try to achieve the City’s goal of banning vacation rentals in the T3 transect zone. Because § 509.032(7)(b), Florida Statutes, prohibits the City from adopting any new ordinances or regulations that prohibit vacation rentals within the T3 transect zone, the City, in order to prohibit vacation rentals, had to try to find a way to make its existing ordinances and regulations appear to prohibit vacation rentals in an effort to fall within the grandfathering provision of § 509.032(7)(b).

54. Miami 21 is not a city ordinance or regulation expressly prohibiting vacation rentals adopted prior to June 1, 2014. *See* §509.032(7)(c), Fla. Stat.

55. Miami 21 does not use the terms “vacation rental” or “short-term rental”. Nor does Miami 21 expressly prohibit transient (30 days or less) rental of a Single-Family Residence or Two-Family Housing in the T3 transect zone. As a result, the City has and had no basis to regulate vacation rentals in the T3 transect zone.

56. Since “vacation rentals” is not a defined term in Miami 21, Zoning Interpretation 2015-001 ignores the express language of Miami 21’s definitions of “Lodging”, “Lodging Units”, “Bed & Breakfast”, “Inn”, “Hotel”, “Single-Family

Residence” and “Two Family Housing”, and appropriates language from the definition of “Multi-Family Housing” which is not permitted in the T3 transect zone, to try to create a new prohibition of vacation rentals never announced before the issuance of Zoning Interpretation 2015-001.

57. While Miami 21 was adopted before June 1, 2011, it was not interpreted to prohibit vacation rentals until 2015 when the City issued and published Zoning Interpretation 2015-001. Plaintiffs assert that:

- (A) Miami 21 cannot be interpreted lawfully as a blanket prohibition of vacation rentals in the T3 transect zone; and
- (B) Zoning Interpretation 2015-001 conflicts with § 509.032(7)(a) and (b), Florida Statutes, and therefore Zoning Interpretation 2015-001 exceeds the City’s authority under §166.021, Florida Statutes.

58. The rights of property owners to use their property as they deem fit is favored by our laws and policies. Property rights are among the basic substantive rights expressly protected by the Florida Constitution. Because zoning regulations like Miami 21 are in derogation of private property ownership rights, Florida law provides that zoning ordinances are to be construed broadly in favor of the property owner absent clear intent to the contrary. Zoning ordinances are also required to be reasonably definite and certain in terms so that they may be capable of being understood.

59. Miami 21 does not display a clear intent to prohibit vacation rentals in the T3 transect zone; therefore, the City’s prohibition of vacation rentals in the T3 transect zone is prohibited by statutory construction and the Statutory Preemption.

60. For the foregoing reasons, the Plaintiffs have a strong likelihood of success on the merits.

61. The Individual Plaintiffs do not have an adequate remedy at law because money damages are inadequate to remedy the injury they will suffer as a result of the prohibition of vacation rentals in the T3 transect zone. The Individual Plaintiffs derive revenue from the hosting of vacation rentals at their properties, but the bookings of such vacation rentals are not regular and predictable, particularly so in the face of the fear, uncertainty and doubt that the City has purposefully injected into the local vacation rental market.

62. The Individual Plaintiffs will suffer irreparable harm if the requested injunctive relief is not granted. As a result of the City's prohibition of vacation rentals, the Individual Plaintiffs will be deprived of their right to lawful use of their properties without due process of law.

63. Airbnb has suffered and will continue to suffer irreparable harm if the requested injunctive relief is not granted, because:

(A) The City's expressed intent to target Airbnb and Airbnb Hosts will cause Airbnb reputational harm through substantial disruption to its business and the erosion of customer goodwill;

(B) The City's expressed intent to target Airbnb and Airbnb Hosts will cause Airbnb financial harm by diminishing the number of listings and bookings in the City of Miami;

(C) The City's expressed intent to target Airbnb and Airbnb Hosts will cause Airbnb's accommodations booking competitors to gain a

competitive advantage in the City of Miami in conducting the same lawful business as Airbnb but without the interference the City is directing at Airbnb;

(D) The City's expressed intent to target Airbnb and Airbnb Hosts in the City of Miami will have a broader impact on Airbnb's operations in other jurisdictions, because its Hosts are also Guests, and as Airbnb's Hosts switch to other accommodations booking platforms to conduct their lawful vacation rentals, such Hosts are more likely to use such other accommodations booking platforms in other jurisdictions when they are booking accommodations as Guests.

64. For the same reasons identified in Paragraph 61, Airbnb has no adequate remedy at law, because monetary damages to address such injuries would be inadequate.

65. The requested temporary and permanent injunctive relief serves the public interest because it effectuates and enforces §509.032(7), Florida Statutes, in which the public has an interest. Zoning Interpretation 2015-001 exceeds the City's lawful exercise of its police power, which is limited by §509.032(7), Florida Statutes, which is an exercise of the State of Florida's police power. In other words, the Florida legislature has exercised its superior police power and determined that vacation rentals are important to the health, safety and welfare of the public. The City's enforcement of Zoning Interpretation 2015-001, in contravention of §509.032(7), Florida Statutes and the state's property rights policies, will affect and injure many hosts in the T3 transect zone, as well as infringe upon their property rights. Injunctive relief is requested to enforce

§509.032(7), Florida Statutes, and the public has an interest in seeing tailored and appropriate laws enforced.

**COUNT II – DECLARATORY JUDGMENT AND INJUNCTIVE
RELIEF – RIGHTS SECURED TO INDIVIDUAL PLAINTIFFS BELL,
BOWLES & TOBIN BY §286.0114, FLORIDA STATUTES AND
ARTICLE I, §24 OF THE FLORIDA CONSTITUTION OF 1968**

66. The allegations set forth in paragraphs 1 through 65 are re-alleged and incorporated as if fully set forth herein.

67. This is an action for declaratory and injunctive relief by Mrs. Bell, Mrs. Bowles and Mr. Tobin pursuant to § 86.011, Florida Statutes, and to enforce § 286.0114, Florida Statutes, and secure and protect their rights pursuant to the First Amendment to the United States Constitution and Art. I, § 24 of the Florida Constitution of 1968. A bona fide controversy exists between Mrs. Bell, Mrs. Bowles and Mr. Tobin and the City with regard to their respective rights and obligations these laws.

68. Each of the personal liberties set forth in Article I of the Florida Constitution of 1968 is a fundamental right. *State v. J.P.*, 907 So. 2d 1101, 1109 (Fla. 2004). Art. I, § 24 of the Florida Constitution of 1968 was intended to secure for all the fundamental right to government transparency and participation in governmental decision-making in Florida.

69. Section 286.0114(2), Florida Statutes, required the City Commission to give members of the public an opportunity to be heard on Agenda Item RE.3. The public's right to be heard pursuant to §286.0114(2) is subject to appropriate rules or policies adopted by the City Commission to maintain orderly conduct or proper decorum, and the City's authority to adopt such rules and policies is specifically proscribed by § 286.0114(4).

70. City policy requires members of the public wishing to exercise their right to be heard during the public comment period to:

- (A) complete cards provided by the City Clerk which ask for the identity, address and other contact information of the speaker;
- (B) identify themselves and their address on the record before addressing the City Commission.

The policy exceeds the limits imposed by § 286.0114(4), Florida Statutes.

71. Mrs. Bell, Mrs. Bowles and Mr. Tobin each attended the City Commission meeting on March 23, 2017, and each exercised their right to be heard by the City Commission on Agenda Item RE.3. As a condition to exercising this right and in violation of §286.0114(4), Florida Statutes, Mrs. Bell, Mrs. Bowles and Mr. Tobin were required to provide the City with their identities, addresses and other contact information required by the City policy.

72. The City's publicly expressed intent to use the information it compelled of Mrs. Bell, Mrs. Bowles and Mr. Tobin, as well as numerous others, to retaliate against them for exercising their right to be heard allows the City to benefit through its own unlawful acts and violates the First Amendment to the United States Constitution and Art. I, § 24 of the Florida Constitution of 1968. The City's retaliatory actions undermine the intent of these Constitutional protections of liberty by chilling free speech, and infringing the right to petition the government for redress and the right to participate in local government decision-making.

73. Whenever an action is filed against a board or commission to enforce §286.0014, the court shall assess reasonable attorney fees against such board or

commission if the court determines that the defendant to such action acted in violation of §286.0014. *See §286.0014(7)(a), Fla. Stat.*

74. The City Manager's expression of the City's intent to pursue those who openly expressed opposition to Agenda Item RE.3 was intended to penalize that speech and silence public dissent regarding the City's actions on vacation rentals, but this unprecedented action by the City also will have a broad impact on all propositions coming before the City Commission which infringes upon the rights guaranteed to the public by Article I, §24 of the Florida Constitution.

75. The public is now on notice that open declaration of opposition to any proposition favored by the City, City Manager or City Commission may subject the declarant to retribution.

76. Based on this knowledge, the public will self-censor by not availing themselves of their right to be heard altogether or limiting the statements they would otherwise make in furtherance of their right to be heard. As a result of the City Manager's notice to all, the unfettered exercise of the right to participate and be heard guaranteed by Article I, §24 will be substantially infringed. Because Article I, §24 guarantees fundamental rights, it is subject to strict scrutiny.

77. For the foregoing reasons, Mrs. Bell, Mrs. Bowles and Mr. Tobin have a strong likelihood of success on the merits.

78. The City Commission compelled Mrs. Bell, Mrs. Bowles and Mr. Tobin to provide the City with their identity and address as a condition of their ability to exercise their rights to be heard by the City Commission in opposition to Agenda Item RE.3. Because they exercised such rights, and dared to express opposition to Agenda Item

RE.3, the City Manager took the extraordinary, unprecedented step of threatening to punish them by using their unlawfully compelled identities and addresses as the basis to initiate code enforcement proceedings against them.

79. Mrs. Bell, Mrs. Bowles and Mr. Tobin have no adequate remedy at law. Their injuries involve the loss of individual liberty and direct stake and faith in municipal and other government institutions, which injuries have far broader scope than the City itself. Monetary damages cannot remedy such injuries. The only remedy for such injuries is to enjoin the City from acting on its threats against these individuals and others. In addition to the foregoing, pursuant to §286.0114(6), Florida Statutes, a citizen of this state is presumed to have no adequate remedy at law for violations of §286.0114.

80. Mrs. Bell, Mrs. Bowles and Mr. Tobin will suffer irreparable harm if temporary and permanent injunctive relief is not granted. The foregoing rights guaranteed to Mrs. Bell, Mrs. Bowles and Mr. Tobin by Art. I, §24 are fundamental rights. It is presumed that the violation of a fundamental right constitutes irreparable harm. In addition to the foregoing, pursuant to §286.0114(6), Florida Statutes, a citizen of this state is presumed to suffer irreparable harm for violations of §286.0114.

81. The City Commission's policy requiring persons to identify themselves and state their address as a condition of exercising their right to be heard on propositions before the City Commission exceeds the City Commission's authority to adopt rules and policies to maintain orderly conduct or proper decorum in a public meeting, which is limited by §286.0114(4), Florida Statutes, and which is an exercise of the State of Florida's police power. In other words, the Florida legislature has exercised its superior sovereign power, as well as its Constitutionally delegated power, and determined that

limitations on the right of the City Commission to adopt and enforce rules and policies to maintain orderly conduct or proper decorum in a public meeting is necessary to protect the health, safety and welfare of the public. The City Commission's continued enforcement of the City Commission policy, in contravention of §286.0114(4), will affect and injure many citizens in light of the City Manager's threat and expression of intent to silence dissent. Injunctive relief is requested to enforce §286.0114(4), Florida Statutes, and the public has an interest in seeing laws enforced.

82. In addition to the foregoing, pursuant to §286.0114(6), Florida Statutes, the Florida legislature has determined, as a matter of law, that injunctions to enforce §286.0114 serve the public interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment be entered against Defendant, City of Miami, granting the relief as follows:

As to Claim 1:

1. a declaration that vacation rentals are not prohibited in the T3 transect zone through the provisions of Miami 21 or otherwise;
2. a declaration that the City is preempted from adopting any new ordinances or resolutions that have the effect, by themselves or in combination with any provisions of Miami 21 or any other law, ordinance or regulation adopted before June 1, 2011, of prohibiting vacation rentals or regulating the duration or frequency of rental of vacation rentals;
3. temporary and permanent injunctive relief prohibiting the City:

- a. from adopting any new ordinances or regulations that have the effect, by themselves or in combination with any provisions of Miami 21 or any other law, ordinance or regulation adopted before June 1, 2011, of prohibiting vacation rentals or regulating the duration or frequency of rental of vacation rentals;
- b. from investigating, continuing to investigate or citing any residential property in the T3 transect zone, including properties owned by the Individual Plaintiffs, for violation of Miami 21 because of the rental of their properties as a vacation rental;
- c. from proceeding with any pending code enforcement action based upon vacation rental use in the T3 transect zone;
- d. from recording as a lien any code enforcement order finding a violation based upon vacation rental use in the T3 transect zone;
- e. with respect to any code enforcement orders finding a violation based upon vacation rental use in the T3 transect zone from retaining any fines ordered and paid; and
- f. any other action to prohibit, regulate, or enforce a purported prohibition or regulation against vacation rentals in the T3 transect zone.

As to Claim 2:

4. declaring the City Commission policy that requires members of the public exercising their right to be heard to identify themselves and provide their address unlawful;

5. declaring any use of the identity and addresses of those persons who exercised their right to be heard on Agenda Item RE.3 at the March 23, 2017 City Commission hearing for code enforcement unlawful;
6. awarding Plaintiffs Yamile Bell, Toya Bowles, and Kenneth J. Tobin their reasonable attorneys fees' and costs pursuant to §286.0014(7)(a), Fla. Stat.;
7. temporary and permanent injunctive relief prohibiting the City:
 - a. from requiring or asking persons wishing to exercise their right to be heard in connection with any City Commission agenda item or other proposition for their identity or address as a condition for exercising their right to be heard, unless otherwise required to by law;
 - b. from proceeding with any pending code enforcement actions and investigations of persons that exercised their right to be heard in opposition to Agenda Item RE.3 at the March 23, 2017 City Commission meeting, or any properties owned by such persons; and
 - c. from investigating or citing any persons that exercised their right to be heard in opposition to Agenda Item RE.3 at the March 23, 2017 City Commission meeting for any code violation, unless the City has independent knowledge or evidence of any purported violation;

As to All Claims:

8. such further and supplemental relief the Court deems just and proper.

Dated: April 14, 2017

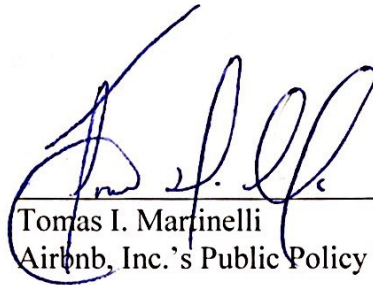
Respectfully submitted,

BERGER SINGERMAN LLP
Attorneys for Plaintiffs
350 East Las Olas Blvd., Suite 1000
Fort Lauderdale, FL 33301
Tel: (954) 525-9900
Fax: (954) 523-2872

s/Mitchell W. Berger
Mitchell W. Berger
Fla. Bar No. 311340
mberger@bergersingerman.com
Paul S. Figg
Fla. Bar No. 736619
pfigg@bergersingerman.com
Paul Avron
Fla. Bar No. 50814
pavron@bergersingerman.com

VERIFICATION BY TOMAS MARTINELLI

Under penalties of perjury, I declare that I am the Public Policy Director of Florida for Airbnb, Inc. I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 12, 27-28, 30-33 and 63-64 are true and correct to the best of my personal knowledge.




Tomas I. Martinelli
Airbnb, Inc.'s Public Policy Director for Florida

VERIFICATION BY YAMILE BELL

Under penalties of perjury, I declare that I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 6(A), 7, 13, 35, 40, 42, 44, 61, 70-71 and 78 are true to the best of my personal knowledge and belief.

YAMILE BELL

By: _____

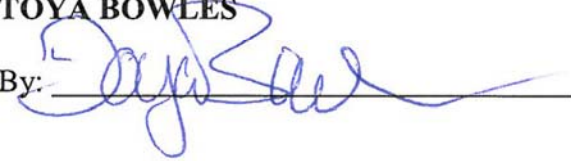


VERIFICATION BY TOYA BOWLES

Under penalties of perjury, I declare that I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 6(C), 7, 15, 37, 40, 42, 44, 66, 70-71 and 78 are true to the best of my personal knowledge and belief.

TOYA BOWLES

By: _____

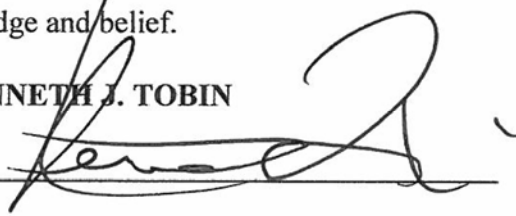


VERIFICATION BY KENNETH J. TOBIN

Under penalties of perjury, I declare that I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 6(D), 7, 38, 40, 42, 44, 66, 70-71 and 78 are true to the best of my personal knowledge and belief.

KENNETH J. TOBIN

By: _____

A handwritten signature in black ink, appearing to read "Kenneth J. Tobin", is written over a horizontal line. The signature is stylized and cursive.

VERIFICATION BY ANA RUBIO

Under penalties of perjury, I declare that I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 6(B), 14, 36 and 66 are true to the best of my personal knowledge and belief.

ANA RUBIO

By: *Ana H. Rubio*

VERIFICATION BY GARY M. LEVIN

Under penalties of perjury, I declare that I have read the above Pleading and foregoing and state that the facts stated in Paragraphs 6(C), 15, 37 and 66 are true to the best of my personal knowledge and belief.

GARY M. LEVIN

By: _____

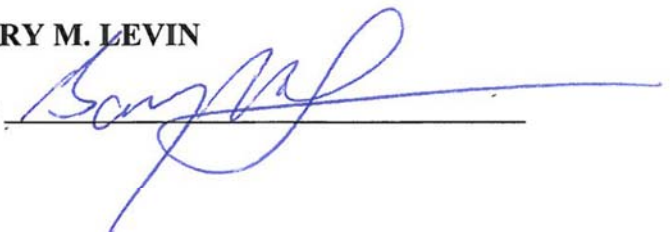


EXHIBIT A

MIAMI 21 CODE

Volume I

May 2016

This document is amended as of **May 19, 2016**

1.1 DEFINITIONS OF BUILDING FUNCTION: USES (Article 4, Table 3)**a. RESIDENTIAL**

This category is intended to encompass land use functions predominantly of permanent housing.

Single-Family Residence: Detached Building used as permanent residence by a single housekeeping unit. The term is general, applying to all detached house types. Also known as Principal Dwelling Unit.

Community Residence: A "resident", for the purpose of a Community Residence, may include any persons as defined in the following statutes:

- A disabled adult or frail elder as defined in section 429.65 (8) and (9), Florida Statutes
 - A physically disabled or handicapped person as defined in section 760.22(7), Florida Statutes
 - A developmentally disabled person as defined in section 393.063(9), Florida Statutes
 - A non-dangerous mentally ill person as defined in section 394.455(18), Florida Statutes; or
 - A child as defined in section 39.01(12), Florida Statutes
- (a) A Dwelling Unit of six or fewer residents that meet the definition in section 419.001, Florida Statutes for a "community residential home" of such size; or
- (b) A Dwelling Unit licensed to serve clients of the State Department of Children and Families, which provides a living environment for seven to fourteen unrelated residents who operate as the functional equivalent of family, including such supervision and care by supportive staff as may be necessary to meet the physical, emotional and social needs of the residents, as defined in section 419.001, Florida Statutes; or
- (c) An adult family-care home as defined in section 429.65, Florida Statutes, which provides a full-time, family-type living arrangement, in a private home, under which a person who owns or rents the home provides room, board, and personal care on a 24-hour basis, for no more than five disabled adults or frail elders who are not relatives.

See Article 6.

Ancillary Unit: A Dwelling Unit sharing ownership and utility connections with a Principal Building and contained on the same Lot. An Ancillary Unit may be attached by a Backbuilding or detached from the Principal Building, and unit shall not count towards maximum Density calculations. Also known as an Accessory Unit or Ancillary Dwelling Unit.

Two Family-Housing: Two (2) Dwelling Units sharing a detached Building, each Dwelling Unit of which provides a residence for a single housekeeping unit. Also known as a duplex.

Multi-Family Housing: A Building or portion thereof, containing three or more Dwelling Units where each unit has direct access to the outside or to a common hall. A multifamily Structure where Dwelling Units are available for lease or rent for less than one month shall be considered Lodging.

Dormitory: A Building used principally for sleeping accommodations for students or staff related to an educational institution or place of employment.

Home Office: A space within a Dwelling Unit devoted to a non-retail business activity belonging to the resident thereof that is clearly secondary in Use to the residence, that does not alter the exterior of the property or affect the residential character of the Neighborhood, and that meets all legal requirements of the business. See Article 6.

Live-Work: A Dwelling Unit that contains a commercial or office component which is limited to a maximum fifty percent (50%) of the Dwelling Unit area. See Article 6.

Work-Live: A mixed-Use unit that contains a commercial, office or light industrial component. The work component exceeds fifty percent (50%) of the Dwelling Unit area. See Article 6.

b. LODGING

This category is intended to encompass land Use functions predominantly of sleeping accommodations occupied on a rental basis for limited periods of time. These are measured in terms of lodging units: a lodging unit is a furnished room of a minimum two hundred (200) square feet that includes sanitary facilities, and that may include limited kitchen facilities.

Bed & Breakfast: A group of lodging units not to exceed ten (10) units that may provide services for dining, meeting and recreation.

Inn: A group of lodging units not to exceed twenty-five (25) units that may provide services for dining, meeting and recreation.

Hotel: A group of lodging units exceeding twenty-five (25) units that may provide services for dining, meeting and recreation.

c. OFFICE

This category is intended to encompass land Use functions predominantly related to business, professions, service or government.

Office: A Building or portion thereof used for conducting a business, profession, service, or government. Such facilities may include, but are not limited to, offices of attorneys, engineers, architects, physicians, dentists, accountants, financial institutions, real estate companies, insurance companies, financial planners, or corporate offices, and exclude manufacturing activities.

Live-Work: See Section 1.1, Residential Uses

Loading Space: An area in which goods and products are moved on and off a vehicle, including the stall or berth and the apron or maneuvering room incidental thereto.

Lodging Use: See Section 1.1

Lodging Unit: Attached or semidetached living quarters comprised of furnished room(s) of approximately two hundred (200) gross square feet or more in area, including sanitary facilities but with only limited kitchen facilities, if any; not qualifying as a Dwelling Unit or efficiency apartment; occupied by transients on a rental or lease basis for limited periods of time.

Lot: A Lot is any individual Lot, tract or parcel of land, intended as a single Building site or unit, having an assigned number or numbers, letter or letters, or other name through which it may be identified for development purposes. A Lot may also be any combination of Lots, tracts, parcels or other areas of land established by acceptable legal joinder, delineated by a closed boundary and assigned a number, letter or other name through which it may be identified, intended as a single unit for development purposes.

Lot Area: Lot area shall be the area within the Lot Property Lines, excluding any portions of street rights-of-way or other required dedications.

Lot, Conforming: A parcel of land meeting the requirements of this Code as to dimensions (width, depth, or area) and access.

Lot, Corner: A Lot or parcel of land Abutting two (2) or more Thoroughfares at their intersection, or two (2) parts of the same Thoroughfare forming an interior angle of less than one hundred thirty-five (135) degrees.

Lot Coverage: The area of the Lot occupied by all Buildings, excluding Structures such as decks, pools, and trellises.

Lot, Interior: A Lot Abutting only one (1) Thoroughfare.

Lot, Nonconforming: A parcel of land with dimensions or access not meeting minimum requirements of this Code. See Article 7, Section 7.2.1.

Lot, Through: A Lot other than a Corner Lot, and with Frontage on more than one (1) Thoroughfare; Alleys shall not be considered for purposes of this definition.

Lot Line: The boundary that legally and geometrically demarcates a Lot.

Lot Width: The length of the narrowest dimension Frontage Line of a Lot.

	T3 SUB-URBAN			T4 URBAN GENERAL			T5 URBAN CENTER			T6 URBAN CORE			C CIVIC			D DISTRICTS		
	R	L	O	R	L	O	R	L	O	R	L	O	CS	CI	CI-HD	D1	D2	D3
DENSITY (UNITS PER ACRE)	9	9	18	36	36	36	65	65	65	150*	150*	150*	N/A	AZ**	150*	36	N/A	N/A
RESIDENTIAL																		
SINGLE FAMILY RESIDENCE	R	R	R	R	R	R	F	R	R	R	R	R						
COMMUNITY RESIDENCE	R	R	R	R	R	R	F	R	R	R	R	R			R			
ANCILLARY UNIT		R		R	R	R												
TWO FAMILY RESIDENCE			R	R	R	R	F	R	R	R	R	R						
MULTI FAMILY HOUSING				R	R	R	F	R	R	R	R	R			R			
DORMITORY					E	E		R	R		R	R		E	R			
HOME OFFICE	R	R	R	R	R	R	F	R	R	R	R	R			R			
LIVE - WORK					R	R		R	R		R	R			R			
WORK - LIVE															R	R		
LODGING																		
BFD & BREAKFAST				W	R	R	E	R	R	E	R	R			R	R		
INN						R		R	R	E	R	R			R	R		
HOTEL								R	R		R	R			R			
OFFICE																		
OFFICE					R	R		R	R		R	R		E	R	R	R	W
COMMERCIAL																		
AUTO-RELATED COMMERCIAL ESTAB.									W		W	W				R	R	
ENTERTAINMENT ESTABLISHMENT						R		W	R		R	R				R	R	
ENTERTAINMENT ESTAB. - ADULT																R		
FOOD SERVICE ESTABLISHMENT					R	R		R	R	W	R	R	W	E	R	R	R	W
ALCOHOL BEVERAGE SERVICE ESTAB.					E	E		E	E		E	E		E		E	E	E
GENERAL COMMERCIAL					R	R		R	R	W	R	R	E	E	R	R	R	W
MARINE RELATED COMMERCIAL ESTAB.								W	W		W	W	E			R	R	R
OPEN AIR RETAIL								W	W		W	W	W	E	R	R	R	W
PLACE OF ASSEMBLY								R	R	E	R	R		E	E	R	R	W
RECREATIONAL ESTABLISHMENT								R	R		R	R		F	R	R	R	W
CIVIC																		
COMMUNITY FACILITY					W	W		W	W		W	W	W	E	W	R	R	
RECREATIONAL FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	W	R	R	
RELIGIOUS FACILITY	E	E	E	E	R	R	E	R	R	E	R	R	W	E	R	R	R	W
REGIONAL ACTIVITY COMPLEX												E	E	E				
CIVIL SUPPORT																		
COMMUNITY SUPPORT FACILITY					W	W		W	W		W	W		E	E	R	R	W
INFRASTRUCTURE AND UTILITIES	W	W	W	W	W	W	W	W	W	W	W	W	W	E	W	W	R	W
MAJOR FACILITY														E	R	E	E	E
MARINA				E	W	W	E	W	W	E	W	W	R	E		R	R	R
PUBLIC PARKING					W	W	E	W	W	E	W	W		E	R	R	R	W
RESCUE MISSION														E	R	E	W	W
TRANSIT FACILITIES					W	W	E	W	W	E	W	W		E	R	R	R	W
EDUCATIONAL																		
CHILDCARE				E	W	W	E	W	W	W	W	W	E	E	R	E		
COLLEGE / UNIVERSITY								W	W		W	W		E	R	E		
ELEMENTARY SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
LEARNING CENTER					E	E		R	R		R	R	E	E	R	E		
MIDDLE / HIGH SCHOOL	E	E	E	E	E	E	E	W	W	E	W	W		E	R	E		
PRE-SCHOOL	E	E	E	E	E	E	E	R	R	E	R	R		E	R	E		
RESEARCH FACILITY					R	R		R	R		R	R		E	R	R	R	W
SPECIAL TRAINING / VOCATIONAL						E		W	W		W	W		E	R	R	R	W
INDUSTRIAL																		
AUTO-RELATED INDUSTRIAL ESTBL.																R	R	W
MANUFACTURING AND PROCESSING																R	R	W
MARINE RELATED INDUSTRIAL ESTBL.																R	R	R
PRODUCTS AND SERVICES																R	R	W
STORAGE / DISTRIBUTION FACILITY																R	R	W

R Allowed By Right
 W Allowed By Warrant: Administrative Process - CRC (Coordinated Review Committee)
 E Allowed By Exception: Public Hearing - granted by PZAB (Planning, Zoning & Appeals Board)
 Boxes with no designation signify Use prohibited.

Uses may be further modified by Supplemental Regulations, State Regulations, or other provisions of this Code. See City Code Chapter 4 for regulations related to Alcohol Beverage Service Estab.

* Additional densities in some T6 zones are illustrated in Diagram 9.

** AZ: Density of lowest Abutting Zone

EXHIBIT B



- **HOME** (<http://www.miamigov.com>)
- **CITY DIRECTORY** (<http://egov.ci.miami.fl.us/directory/citydirectory.aspx>)
- **CITY OFFICIALS** (http://www.miamigov.com/City_Officials)
- **CITY ORGANIZATIONS** (<http://www.miamigov.com/home/pages/cityorg.asp>)
- **COMMISSION AGENDAS** (<http://egov.ci.miami.fl.us/legistarweb/>)
- **EMPLOYMENT** (<http://www.miamigov.com/home/employment/pages/jobs/Job%20Openings.asp>)
- **EVENTS** (<http://www.miamigov.com/home/calendar.html>)

[HOME \(index.html\)](#)
 [ABOUT US \(#\)](#)
 [PLANNING \(#\)](#)
 [ZONING \(#\)](#)
 [BOARDS \(#\)](#)
 [PERMITS \(#\)](#)
 [FORMS \(#\)](#)
[TOOLS & RESOURCES \(#\)](#)

Interpretations

Except where the Miami 21 Code specifically places responsibility in other officers or agencies, questions of interpretation of the Zoning Ordinance shall be first presented to the Zoning Administrator. Listed below are all official zoning interpretations issued under the Miami 21 Code. Follow the links to open a PDF copy of the signed interpretation.

.

2010-0001 (docs/zoning/2010-0001.pdf)	Home Occupation - Number of Employees Issued: September 17, 2010
2010-0002 (docs/zoning/2010-0002.pdf)	Alcohol License Applications - Conflict with Ch. 4 of City Code Issued: December 27, 2010
2010-0003 (docs/zoning/2010-0003.pdf)	Procedures for modification of Special Permits Issued: December 23, 2010
2011-0001 (docs/zoning/2011-0001.pdf)	Off-street parking requirements for adaptive reuse Issued: May 13, 2011
2011-0002 (docs/zoning/2011-0002rev.pdf)	Demolition of Unsafe Structures within NCD Issued: May 13, 2011 Revised: June 15, 2011
2011-0003 (docs/zoning/2011-0003.pdf)	Urban Daycare - Play Area Requirements Issued: June 17, 2011
2011-0004 (docs/zoning/11-0004.pdf)	Civic Institution Zones Issued: June 22, 2011
2011-0005 (docs/zoning/2011-0005-Miami-Dade-College.pdf)	Miami Dade College compliance with Miami 21 Issued: December 29, 2011
2012-0001 (docs/zoning/AR-M317_20120216_160730_OCR.pdf)	Accessory Parking Issued: February 16, 2012
2012-0002 (docs/zoning/MX-M620N_20120322_112343.pdf)	Proving Nonconforming Status Issued: March 22, 2012
2012-0003 (docs/zoning/MX-M620N_20121107_105517.pdf)	Dominant Setbacks Issued: November 7, 2012
2013-0001 (docs/zoning/2013-0001.pdf)	

	Definitions of Signs Issued: November 14, 2013
2014-001 (docs/zoning/MX-M363N 20140401 140535.pdf)	Façade/Street Screen – Percentage of frontage line that must be constructed Issued: March 10, 2014
2014-002 (docs/zoning/MX-M363N 20140401 124914.pdf)	Pump Station Parking Calculations Issued: April 1, 2014
2014-003 (docs/zoning/Zoning-Interpretation-14-0003-Loading-Berths.pdf)	Loading Berths Issued: July 28, 2014
2014-004 (docs/zoning/Zoning-Interpretation-14-0004-Setbacks.pdf)	Setbacks Issued: July 28, 2014
2014-005 (docs/zoning/Zoning-Interpretation-14-0005-Limited-Kitchen-Facilities.pdf)	Limited Kitchen Facilities Issued: July 28, 2014
2014-006 (docs/zoning/2014-006.pdf)	Building Disposition Issued: October 10, 2014
2015-001 (docs/zoning/2015-001_Short_term_rentals.pdf)	Short-Term Rentals Issued: August 11, 2015
2016-001 (docs/zoning/Interpretations/2016-001_Waterfront_Standards.pdf)	Waterfront Standards Issued: November 2, 2016
2016-002 (docs/zoning/Interpretations/2016-002_Architectural_Feature_Signage.pdf)	Architectural Feature Signage Issued: November 7, 2016

An appeal of a zoning interpretation, if sought, shall be de novo and shall be filed with the Office of Hearing Boards within fifteen (15) calendar days of the publication of the interpretation on this website. The filing of the appeal shall state the specific reasons for such appeal, together with payment of any required fee. The appeal may be filed only by the applicant or any person who is aggrieved by the action of the Planning, Zoning and Appeals Board.

- [2010 Zoning Interpretation Log \(http://miamigov.com/class1/2010interpretations.pdf\)](http://miamigov.com/class1/2010interpretations.pdf)
- [2011 Zoning Interpretation Log \(http://miamigov.com/class1/2011interpretations.pdf\)](http://miamigov.com/class1/2011interpretations.pdf)
- [2012 Zoning Interpretation Log \(http://miamigov.com/class1/2012interpretations.pdf\)](http://miamigov.com/class1/2012interpretations.pdf)



Design Review Session

copyright © 2016 city of miami | [Text Only \(http://assistive.uaablenet.com/it/www.miamigov.com\)](http://assistive.uaablenet.com/it/www.miamigov.com) | [privacy policy \(http://www.miamigov.com/pages/privacypolicy.asp\)](#) | [ada public notice \(http://www.miamigov.com/ADA/Pages/PublicNotice/Policy.asp\)](http://www.miamigov.com/ADA/Pages/PublicNotice/Policy.asp) | [download acrobat \(http://get.adobe.com/reader/otherversions/\)](http://get.adobe.com/reader/otherversions/) | [Webmaster \(mailto:webmaster@miamigov.com\)](mailto:webmaster@miamigov.com) | [Twitter \(http://www.twitter.com/cityofmiami\)](http://www.twitter.com/cityofmiami) | [Facebook \(https://www.facebook.com/pages/City-of-Miami-Government/381656328569570?ref=hl\)](https://www.facebook.com/pages/City-of-Miami-Government/381656328569570?ref=hl) | [YouTube \(http://www.youtube.com/user/CityofMiamiGov\)](http://www.youtube.com/user/CityofMiamiGov)

EXHIBIT C

CITY OF MIAMI
PLANNING & ZONING DEPARTMENT
OFFICE OF ZONING
MEMORANDUM

TO: Francisco J. Garcia, Director of Planning and Zoning
FROM: Irene S. Hegedus, Zoning Administrator
DATE: August 11, 2015
RE: Zoning Interpretation
2015-001

This zoning interpretation is issued to clarify the issue of short-term rentals in residentially zoned areas, specifically T3-R, T3-L and T3-O transect zones.

In order to address the foregoing issue, it is necessary to look at the definitions and regulations listed in Miami 21, the City's current zoning ordinance:

Article 1.1 definitions:

Single Family Residence: *Detached Building used as permanent residence by a single housekeeping unit. The term is general, applying to all detached house types. Also known as Principal Dwelling Unit.*

Two Family-Housing: *Two (2) Dwelling Units sharing a detached Building, each Dwelling Unit of which provides a residence for a single housekeeping unit. Also known as a duplex.*

Multi-Family Housing: *A Building or portion thereof, containing three or more Dwelling Units where each unit has direct access to the outside or to a common hall. A multifamily Structure where Dwelling Units are available for lease or rent for less than one month shall be considered Lodging.*

Lodging Unit: *Attached or semidetached living quarters comprised of furnished room(s) of approximately two hundred (200) gross square feet or more in area, including sanitary facilities but with only limited kitchen facilities, if any; not qualifying as a Dwelling Unit or efficiency apartment; occupied by transients on a rental or lease basis for limited periods of time.*

Lodging Units, under Miami 21, are certain living quarters available for rent. Lodging uses are permitted in T4, T5, T6, C and D transect zones with various and specific requirements. However, such uses are prohibited in T3 transect zones. Article 4, Table 3 of Miami 21 does not list Lodging as a permitted use within T3 transect zones. Land use functions concerning temporary rentals of

living quarters or sleeping accommodations are considered Lodging under Miami 21. These functions encompass uses such as Bed & Breakfast, Inns and Hotels, all of which are taxable businesses under Section 212.03, F.S., and are not allowed in T3 residentially zoned areas in the City. Additionally, it is important to note that the definition for Single Family Residence (listed above) states "...used as a permanent residence by a single housekeeping unit..." As such, using a Single Family residence or Two Family-Housing (a duplex) within a T3 transect zone to provide rental accommodations per night, week or anything less than one month would constitute an activity in violation of Miami 21.

Cc: Francisco J. Garcia, Director of Planning and Zoning
Vanessa Acosta, Director of NET
Eli Gutierrez, Director of Code Compliance
Victoria Méndez, City Attorney
Office of Zoning