



**MONROE COUNTY PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT  
RESIDENTIAL INCLUSIONARY HOUSING REQUIREMENT APPLICATION  
Monroe County Land Development Code Section 139-1(e)**

Application Date: \_\_\_\_\_

**BOX 'A':**

**Property Owner of Development Triggering Residential Inclusionary Housing Requirement.**

**Applicant Contact Information:**

Name(s): \_\_\_\_\_  
*(Include Business/Corp/Entity Documents showing who is authorized to sign and documentation showing entity is current and active.)*

Current Mailing Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Legal Description of Site Subject to Inclusionary Housing Requirements (Development Triggering Requirement):**

Property Address: \_\_\_\_\_

Parcel(s)/Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Key (Island): \_\_\_\_\_ Plat Book \_\_\_\_\_ Page \_\_\_\_\_

Parcel ID Number(s): \_\_\_\_\_

*If metes and bounds, attach legal description on separate sheet and label as Attachment '\_\_\_': Attachment: \_\_\_ Yes or \_\_\_ No*

\*\*\*\*\*

Number of Unit(s) in Development Triggering Inclusionary Housing Requirement: \_\_\_\_\_

Number of Unit(s) Required to Satisfy Inclusionary Housing Requirements: \_\_\_\_\_

How many units redeveloped on site since 2006? \_\_\_\_\_

**Building permit number triggering Inclusionary Housing Requirement.**

**Inclusionary Housing requirements will be met:**

Onsite: \_\_\_\_\_ Yes \_\_\_\_\_ No. If no, see code section (Box 'B' below for linkage)

If yes, will existing structures be demolished and replaced with new? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, specify Building Permit number for replacement unit(s): \_\_\_\_\_

If yes, specify Building Permit number for unit(s) subject to ROGO: \_\_\_\_\_

Does site have ROGO Exemption(s)? \_\_\_\_\_ Yes \_\_\_\_\_ No. If, yes attach.

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Box 'A' Continued**

**Property Owner of site which is the trigger (subject) to the Residential Inclusionary Housing requirement:**

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I/We understand that the residential unit is for permanent housing and is not a vacation home. Tourist housing use or vacation rental use of affordable housing units is prohibited.

1) \_\_\_\_\_  
(Signature of Applicant/Property Owner) (Date)

\_\_\_\_\_  
(Print Name of Applicant/Property Owner above)

2) \_\_\_\_\_  
(Signature of Applicant/Property Owner) (Date)

\_\_\_\_\_  
(Print Name of Applicant /Property above)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_,  
**(PRINT NAME OF PERSON MAKING STATEMENT)**

who is personally known to me OR produced \_\_\_\_\_ as identification.  
**(TYPE OF ID PRODUCED)**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:

**BOX 'B'**

**Residential Inclusionary Housing requirements will be met:**

Off-site: \_\_\_\_\_ Yes \_\_\_\_\_ No.

Through Linkage: \_\_\_\_\_ Yes \_\_\_\_\_ No.

If yes, Owner Name(s): \_\_\_\_\_  
(Include Business/Corp/Entity Documents showing who is authorized to sign and documentation showing entity is current and active.)

Current Mailing Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

\*\*\*\*\*

**Legal description of off-site/linkage site to be used to satisfy Inclusionary Housing requirements:**

Property Address: \_\_\_\_\_

Parcel(s)/Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_ Subdivision: \_\_\_\_\_

Key (Island): \_\_\_\_\_ Plat Book \_\_\_\_\_ Page \_\_\_\_\_

Real Estate Number(s): \_\_\_\_\_

If metes and bounds, attach legal description on separate sheet and label as Attachment '\_\_\_\_': Attachment: \_\_\_\_\_ Yes or \_\_\_\_\_ No

Site is: \_\_\_\_\_ vacant or \_\_\_\_\_ developed

Will existing structures be demolished and replaced with new? \_\_\_\_\_ Yes \_\_\_\_\_ No

Does off-site/linkage site have existing Deed Restricted Affordable/Employee Housing Units which are proposed to be used to comply with the Inclusionary Housing requirement? \_\_\_\_\_ Yes or \_\_\_\_\_ No. If yes, specify the Book and Page recorded in the Monroe County Official Records and attach a copy of the approved recorded restriction: \_\_\_\_\_

Number of new unit(s) to be deed restricted as Affordable Housing and/or Employee Housing: \_\_\_\_\_

Are additional units proposed to be developed to meet Inclusionary Housing requirement which will be subject to the Dwelling Unit Allocation System (ROGO)? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, how many Allocations will be required? \_\_\_\_\_ If yes, specify Building Permit Number(s): \_\_\_\_\_

Does the off-site/linkage site have a current Reservation Affordable Housing Allocation Awards? \_\_\_\_\_ Yes or \_\_\_\_\_ No. If yes, specify the Board of County Commissioners Resolution No. \_\_\_\_\_

Attach resolution as Exhibit '\_\_\_\_'

Does the site have ROGO Exemption(s)? \_\_\_\_\_ Yes or \_\_\_\_\_ No. If yes, attach letter as Exhibit '\_\_\_\_'

Do the units proposed for restriction have existing occupants? \_\_\_\_\_ Yes or \_\_\_\_\_ No.

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Box 'B'** Continued

**Property Owner of Off-Site/Linkage to be used to comply with Residential Inclusionary Housing requirements and be Deed Restricted as Affordable Housing or Employee Housing:**

I certify that I am familiar with the information contained in this application, and that to the best of my knowledge such information is true, complete and accurate. I/We understand that the residential unit is for permanent housing and is not a vacation home. Tourist housing use or vacation rental use of affordable housing units is prohibited.

1) \_\_\_\_\_  
(Signature of Applicant/Property Owner) (Date)

\_\_\_\_\_  
(Print Name of Applicant/Property Owner above)

2) \_\_\_\_\_  
(Signature of Applicant/Property Owner) (Date)

\_\_\_\_\_  
(Print Name of Applicant /Property above)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_,  
(PRINT NAME OF PERSON MAKING STATEMENT)

who is personally known to me OR produced \_\_\_\_\_ as identification.  
(TYPE OF ID PRODUCED)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:

**BOX 'C'**

**Affordable Housing/Employee Housing:**

**Income Category:** Very Low Income \_\_\_\_ Low Income \_\_\_\_ Median Income \_\_\_\_ Moderate Income \_\_\_\_

**Number of Unit(s) in each income category:** \_\_\_\_ Very Low Income \_\_\_\_ Low Income \_\_\_\_ Median Income  
 \_\_\_\_ Moderate Income

Category	Very Low Income 50%	Low Income 80%	Median Income 100%	Moderate Income 120% Tenant or 160% Owner- occupant	Total
Number of Unit(s)					
Number of bedrooms					
Square Footage of habitable space in each unit					

Average square footage of habitable space of units to be restricted: \_\_\_\_\_

- A. Will any of the property owners/applicant(s) anticipate being an occupant of any of the residential unit(s) to be deed restricted affordable housing/employee housing? \_\_\_\_ Yes \_\_\_\_ No  
 If yes, then a separate Affordable/Employee Housing Application will be required for the prospective occupant. If more than one property owner then indicate  
 Specify name of owner proposed to be occupant: \_\_\_\_\_
- B. Applicant(s) understands any occupants or change of occupants for the residential units deed restricted are required to submit an Affordable Housing Application and qualify prior to occupancy.
- C. Failure to comply or re-qualify shall constitute a violation of the Affordable Housing Deed Restriction, the Monroe County Code and /or the conditions of the certificate of occupancy.

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_

### Residential Inclusionary Housing Application Submittals:

- 1) If applicable: copy of current **(1)** Letter of Understanding, **(2)** Development Order, **(3)** Development Agreement, **(4)** Board of County Commissioners Resolution documenting the residential inclusionary housing requirement.
- 2) If the ownership or agent is a corporation: a current copy of the corporation documents (such as from **Sunbiz**) must be submitted listing the persons or officers authorized to sign the application/agent authorization form and documentation showing that the corporation is active. If the corporation documents reference other corporations for authority to sign then corporation documents for each will be required showing who is the authorized person to sign and that the corporation is current and active. Additionally, if an ownership is a trust then documents showing who is the authorized person to sign is required.
- 3) Submit current property record card for applicable site(s) from the Monroe County Property Appraiser's office, dated within 5 days of application submittal. Available via [www.mcpafl.org](http://www.mcpafl.org).
- 4) Site plan drawn to scale of site triggering inclusionary housing, which includes legal description and identifies the units redeveloped along with the associated permit numbers.
- 5) Site plan drawn to scale of off-site/linkage site, which includes legal description and identifies the units to be used to satisfy the residential inclusionary housing requirement. Include for **each unit**: the address, unit number, habitable square footage, number of bedrooms, and identify if the unit is currently occupied or unoccupied.
- 6) If an existing residential unit is occupied, include: the name of occupants, number of occupants, lease commencement date, lease expiration date, number of bedrooms, unit address, and the monthly rental amount for each unit to be deed restricted.
- 7) Copy of ROGO Exemption Determination or Letter of Development Rights Determination for "on-site" and/or "off-site and/ linkage" site documenting lawfully existing dwelling(s) units recognized onto be used for compliance for the inclusionary housing requirement.
- 8) Affidavit of Qualification
- 9) Proposed Inclusionary Housing Deed Restriction for Affordable and/or Employee Housing along with an Affidavit of No Encumbrances for each site or Joinder for each site, and Entity Affidavit for each site if applicable.
- 10) Other documents may be requested if applicable.

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_

**Monroe County Code Section 131-1(e)(1): Purpose and Intent.** The purpose of this subsection (b), consistent with Goal 601 of the plan, is to ensure that the need for affordable housing is not exacerbated by new residential development and redevelopment of existing affordable housing stock. The intent of this subsection is to protect the existing affordable housing stock, to permit owners of mobile homes and mobile home spaces to continue established mobile home uses consistent with current building and safety standards and regulations and to ensure that, as residential development, redevelopment and mobile home conversions occur, plan policies regarding affordable housing are implemented.

**Monroe County Code Section 139-1(e)(2):**

- a. Residential developments, other than mobile home or mobile home spaces covered by subsection (b)(2)b. of this section, that result in the development or redevelopment of three or more dwelling units on a parcel or contiguous parcels shall be required to develop or redevelop at least 30 percent of the residential units as affordable housing units. Residential development or redevelopment of three units on a parcel or contiguous parcels shall require that one developed or redeveloped unit be an affordable housing unit. For the purpose of this section, and notwithstanding subsection (b)(2)b. of this section, any dwelling unit exceeding the number of lawfully established dwelling units on site, which are created by either a TRE or ROGO allocation award, shall be considered developed units.
- b. The removal and replacement with other types of dwelling units of ten or more mobile homes that are located on a parcel or contiguous parcels and/or the conversion of mobile home spaces located on a parcel or contiguous parcels into a use other than mobile homes shall be required to include in the development or redevelopment a number of affordable housing units equal to at least 30 percent of the number of existing units being removed and replaced or converted from mobile home use or, in the event the new use is nonresidential, to develop affordable housing units at least equal in number to 30 percent of the number of mobile homes or mobile home spaces being converted to other than mobile home use. Removal and replacement or conversion to a different use of ten mobile homes or mobile home spaces on a parcel or contiguous parcels shall require that three units be replaced or converted to deed-restricted affordable housing.

**Monroe County Code Section 101.1 – Definition: Inclusionary housing means** the resulting affordable and/or employee housing created or preserved with the development and/or redevelopment of a parcel where provisions of approved development agreements or orders implement and promote affordable and/or employee housing goals, objectives and policies contained in the plan by requiring set-asides for affordable and/or employee housing units.

**Monroe County Code Section 139-1(b)(6)e:** The parcel of land proposed for development of affordable or employee housing shall only be located within a tier III designated area.

Notwithstanding the foregoing, and notwithstanding Section 138-24(a)(5), affordable housing ROGO allocations may be awarded to properties within any tier, provided all of the following criteria is met:

1. The property contains an existing market rate dwelling unit that meets the criteria in LDC Section 138-22(a) and is determined to be exempt from ROGO;
2. The proposed replacement affordable dwelling unit meets current Florida Building Code and is not a mobile home;
3. The proposed replacement dwelling unit shall be deed restricted for a period of at least 99 years as affordable housing pursuant to the standards of the Land Development Code;
4. The proposed site plan for the replacement affordable dwelling unit does not propose any additional clearing of habitat; and
5. The structure is not proposed to be within a V-zone on the county's flood insurance rating map.

**Monroe County Code Section 138-24(c)(3):** No affordable housing allocation shall be awarded to applicants located within a Tier I designated area, within a V-zone on the county's flood insurance rating map, or within a Tier III-A (special protection area) designated area.

Notwithstanding the foregoing, and notwithstanding Section 138-24(a)(5), affordable housing ROGO allocations may be awarded to Tier I or Tier III-A properties which meet all of the following criteria:

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_

- a. The property contains an existing market rate dwelling unit that meets the criteria in LDC Section 138-22(a) and is determined to be exempt from ROGO;
- b. The proposed replacement affordable dwelling unit meets current Florida Building Code and is not a mobile home;
- c. The proposed replacement dwelling unit shall be deed restricted for a period of at least 99 years as affordable housing pursuant to the standards of the Land Development Code;
- d. The proposed site plan for the replacement affordable dwelling unit does not propose any additional clearing of habitat; and
- e. The structure is not proposed to be within a V-zone on the county's flood insurance rating map.

**Monroe County Code Section 139-1(g):**

- 1) Two or more development (residential and/or nonresidential) projects that are required to provide affordable housing may be linked to allow the affordable housing requirement of one development project to be built at the site of another project, so long as the affordable housing requirement of the latter development is fulfilled as well and the projects are within a 15 mile radius of the nonresidential development/redevelopment. The affordable units must be built either before or simultaneously with the projects. Sequencing of construction of the affordable component of linked projects may be the subject of the Planning Department or the Planning Commission's approval of a project.
- 2) In addition, if a developer builds more than the required number of affordable units at a development site, this development project may be linked with a subsequent development project to allow compliance with the subsequent development's affordable unit requirement provided: the developer may not utilize affordable units previously built with County financial investment, other than building permit fee waivers and impact fee waivers; the projects are within a 15 mile radius of the nonresidential development/redevelopment; and the affordable units proposed to satisfy the inclusionary housing requirement may not have received certificates of occupancy three (3) years prior to the project approval for the development triggering the inclusionary housing requirement. Additionally, if the affordable units are proposed to satisfy nonresidential inclusionary requirements, the units are restricted to either workforce housing units for the owner of the nonresidential use that meets the sales price and annual income limits for owner-occupied housing, as defined in Section 101-1 or rental workforce housing units that meet the rental amounts and annual income limits for rental housing, as defined in Section 101-1. The linkage must be identified by the developer to the Planning Commission at the time of the subsequent development's conditional use approval.
- 3) All linkages under this subsection may occur between sites within the county and in the cities of Key West, Marathon and Islamorada, subject to an interlocal agreement, where appropriate. The linkage must occur within 15 miles of each project and within the same geographic planning area, i.e., lower middle and upper keys. All linkages must be approved via a covenant running in favor of the County, and if the linkage project lies within a city, also in favor of that city. The covenant shall be placed upon two or more projects linked, stating how the requirements for affordable housing are met for each project. The covenant shall be approved by the BOCC and, if applicable, the participating municipality.
- 4) Projects with existing affordable units that have existing approvals, approved prior to the effective date of this ordinance, which allow linkage of the affordable housing units to satisfy inclusionary requirements shall not be subject to the provisions subsection (g) and shall follow the provisions of the existing, approved development order(s).

Real Estate Number: \_\_\_\_\_

Initial(s): \_\_\_\_\_

Date: \_\_\_\_\_



**MONROE COUNTY  
PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT  
OFF-SITE/LINKAGE INCLUSIONARY HOUSING - AFFORDABLE  
HOUSING/WORKFORCE HOUSING  
QUALIFICATION AFFIDAVIT**

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**Off-Site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement**

**Owner(s) Name(s):** \_\_\_\_\_

**Current Mailing Address:** \_\_\_\_\_

**Phone: (H)** \_\_\_\_\_ **(W)** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

The undersigned, having been duly sworn under oath, do(es) hereby attest(s), under penalty of perjury, to the following statement(s) of qualification for the **Affordable Housing Program** of Monroe County, Florida, as set forth in the Monroe County Code(s) is/are true:

1. This **Qualification Affidavit** is in connection with deed restricted **off-site/linkage Inclusionary Affordable Housing** units (a/k/a "Affordable Housing Units") that are located on that certain real property, lying and being in Monroe County, State of Florida, having a legal description as follows:

**Off-Site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement**

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key (Island):** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**Real Estate Number(s):** \_\_\_\_\_

(If legal description is by metes-and-bounds and/or multiple real estate number(s), attach a separate sheet and properly label as Exhibit ' ' and incorporate to this Affidavit by reference herein)

2. The use of these **affordable housing** units is/are deed-restricted to households that qualify for affordable housing pursuant to the Monroe County Code(s). The County-approved, and recorded, the **affordable housing deed restriction(s)** shall apply unless and until the Monroe County Board of County Commissioners (hereinafter "BOCC") amends by ordinance the Monroe County Land Development Code to expressly permit these units to be occupied by other households with or without qualification requirements. The applicant(s) understands that if the subject dwelling unit is leased, rented, or subletted, the subject dwelling unit shall have a monthly rent limit as set forth in the Monroe County Code and that a new Monroe County - Planning & Environmental Resources Department - Affordable Housing application is required.
3. The applicant(s) has/have filed with Monroe County a copy of income tax return(s), W-2 forms, and the current three months of pay-stubs, for all members of the household, or has furnished

other qualifying documentation upon which the County has relied (as described in the Department's standard Affordable Housing or employee housing applications).

The immediately preceding sentence does not apply to developer(s) of whom are not and/or will not occupy the affordable housing unit(s), in which case, however, prior to occupation, tenant(s) and purchaser(s) shall provide said qualifying documentation directly to the Department.

4. **Purpose and Intent.** The purpose of this Affidavit and the development(s) and occupancy(ies) to which it refers and applies to is to be consistent with the plan meaning of and to satisfy Monroe County Code Section 139-1(e) and Monroe County Comprehensive Plan Goal 601 to ensure that the County's need for affordable housing is not exacerbated by new residential development and re-development of existing affordable housing stock. The intent of this instrument is to protect said existing affordable housing stock, to permit mobile home owners and owners of mobile home spaces to continue established mobile home uses consistent with current building and safety standards and regulations and to ensure that, as residential development, re-development and mobile home conversions occur, Monroe County Comprehensive Plan Policies regarding affordable housing are effectively implemented.
5. **Alienation of Affordable Housing Unit(s).** The undersigned understands and agrees that, upon the transfer of title to or interest in any of these **AFFORDABLE HOUSING** units, the undersigned shall provide the Monroe County Planning & Environmental Resources Department (hereinafter "Department"), in the form and address specified at **Paragraph No. 14 below**, a copy of the recorded conveyance instrument effectuating such transfer of title or interest, within sixty (60) calendar days of this Affidavit of Qualification's execution.
6. **Domestic Partnerships.** The undersigned understands and agrees that if the Department determines that if there exists a domestic partnership in connection with the subject **AFFORDABLE HOUSING** unit(s), that the undersigned shall provide the Department, in the form and address specified at **Paragraph No. 14 below**, with a (separate) **Affidavit of Domestic Partnership** evidencing the same.
7. **Rental of Affordable Housing Unit(s).** The undersigned understands and agrees that if the subject affordable housing unit(s) is/are rented or subletted, that:
  - (1) Such rental or sublet is subject to a monthly rent limit set forth in the Monroe County Code(s);
  - (2) The undersigned must obtain from rental tenant(s)/sublet tenant(s) a new/separate, legally sufficient and complete Department Affordable Housing Application for every rental or tenancy agreement; and
  - (3) The undersigned, coordinating with the rental tenant(s)/sublet tenant(s), has a continuing legal and equitable duty and responsibility to ensure that such new/separate Department Affordable Housing Application is furnished to and received by the Department prior to occupation of the affordable housing unit(s) in connection with that Application by the rental tenant(s)/sublet tenant(s).
8. **Rent/Sale Price Categories and Limitations.** The undersigned understands and agrees that rents and/or sales prices for affordable housing deed restricted dwelling units shall be

established in accordance with and in compliance with the operative text of each such affordable housing deed restriction, and those applicable provisions of the Monroe County Code(s) and Florida Statutes.

The undersigned understands and agrees that parcel/lot rents shall be a sum combination of rent assessed by the above-identified Affordable Housing Property/Unit Owner to the mobile home owner or tenant, the mortgage for the mobile home owner, if applicable, and monthly homeowner(s) fees charged by the property owner, condominium, or homeowners' association, if applicable. Parcel/Lot rents for tenant-owned dwelling units shall be guided by a ratio of mortgage payment to parcel/lot rent, with the combined total not to exceed the maximum rental price thresholds applicable to that unit(s) as set forth in the Monroe County Code(s).

9. The undersigned agrees and affirms that during the occupancy of any affordable housing rental unit(s), unless otherwise limited by state or federal statute, rule, or regulation concerning household income, that household's annual income may increase to an amount not-to-exceed one-hundred-and-forty (140) percent of the median income for Monroe County, Florida.

If the income of the lessee and/or the lessee's successor-in-interest exceeds this amount, such tenant's occupancy shall terminate at the end of the existing lease term. The maximum lease for any term shall be three (3) years or thirty-six (36) months.

10. **Federal (HUD) Compliance**. The undersigned understands and affirms that the subject affordable housing units meet(s) all requirements of the United States Department of Housing and Urban Development ("HUD") minimum property standards as to room sizes, fixtures, landscaping, and building materials, when not in conflict with relevant contrary County ordinances.

11. **No Tourist Housing or Vacation Rental Use**. The undersigned attests that he/she/it understands that tourist housing use or vacation rental use of affordable or employee housing unit(s) is/are prohibited.

12. **Re-Qualification**. The undersigned understands and attests that each year from the date of recordation of the Affordable Housing Deed Restriction in the Official Records of Monroe County for each corresponding individual Affordable Housing Unit, that he/she/it is legally obligated to ensure that each affordable housing unit owner(s)/affordable housing unit tenant(s):

**(1)** Re-qualifies annually by May 1; **and**

**(2)** Submits a new Affordable Housing Application to the Monroe County Planning & Environmental Resources Department each year.

The undersigned further understands and attests that, when qualifying an affordable-housing owner-occupant, that the undersigned is legally obligated to ensure that said affordable housing owner-occupant must and is required each year from the date of the issuance of the Certificate of Occupancy for his/her/its individual Affordable Housing Unit, to provide proof of homestead exemption.

The undersigned further understands and attests that failure to so comply with this legal obligation or re-qualify said affordable housing unit owner(s)/affordable housing tenant(s) shall constitute a violation of the Affordable Housing Deed Restriction and/or the conditions of the Certificate of Occupancy corresponding to the violating Affordable Housing Unit, and the Monroe County Code(s).

13. **New Occupants.** The undersigned understands and attests that if the subject Affordable Housing Unit(s) are no longer exclusively occupied by previously-approved specified occupant(s), that the new household must qualify with a new Monroe County Planning & Environmental Resources Department Affordable Housing Application.

The undersigned further understands and attests that this constitutes a continuing legal obligation and responsibility of the undersigned, and that he/she/it (the undersigned) is legally obligated to provide written notice to the Monroe County Planning & Environmental Resources Department of the transfer of any title to or interest in the/one of the subject Affordable Housing Unit(s) at least thirty (30) days prior to the date of such transfer. To this end, the undersigned shall:

- (1)** Include in such "Transfer Notice" a copy of this Affidavit; **and**
- (2)** Shall include express written notification to the Department that **"Monroe County and the transferee must now execute a new Affordable Housing Qualification Affidavit."**

Failure of the undersigned to perform any of these act(s), or any other required act(s) in this instrument, shall not eliminate such legal obligation or the County's rights or remedies arising from, relating to, or in connection with any such obligation, and shall not impair the validity of this Affidavit or limit its enforceability or penalty(ies) in any way.

14. **Form and Address.** The undersigned affirms that all notices, consents, approvals, or other communications from the undersigned and successors to the undersigned submitted to the County arising from, relating to, or in connection with this Affidavit, including but not limited to new Monroe County Planning & Environmental Resources Department Qualification Affidavits of which the County expressly requires the undersigned to furnish the Department with upon changes in ownership and changes in occupancy of the subject Affordable Housing Unit(s), shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources Department  
**Attn: Senior Director**  
**Subject: Affordable Housing Qualification Affidavit**  
2798 Overseas Highway  
Marathon, FL 33050

15. The sale, inheritance, assignment, or transfer of any interest or rental of the subject Affordable Housing Unit(s) shall only be to person(s) who qualify under Monroe County's Affordable Housing Eligibility Requirements as established and amended from time to time.

The undersigned further understands and attests that the development order(s), recorded affordable and restrictive encumbrances, and this Affidavit are understood to operate and be legally constructed as a whole (*in pari materia*) such that all of these shall be binding upon the undersigned, and the successors to the undersigned.

16. **Cumulative Remedies.** The undersigned further understands and attests that he/she/it recognizes that, in the event of any breach or violation of the qualification and re-qualification legal duties herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions and terms hereof, and that the County shall be, upon such violation or breach, entitled to collect damages for such breach, and shall also be entitled to enforce this Affordable Housing Deed Restriction by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed-upon that the County has no adequate remedy at law for such breach or violation, or such other legal method as the County deems appropriate.

The undersigned further understands and attests the he/she/it recognizes that all rights and remedies accruing to the County are assignable in whole or in part and are cumulative; that is, the County may pursue such rights and remedies as the law and this instrument afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) or remedy(ies), and the County's resort to proceed at law or in equity against an owner-occupant(s) or tenant-occupant(s) for breach or violation contained herein or breach or violation of the applicable Affordable Housing Deed Restriction shall likewise be cumulative; that is, the County may simultaneously pursue such rights and remedies as it sees fit, without limitation, against both/either the Qualifier, owner-occupant(s) and tenant-occupant(s) of the applicable Affordable Housing Unit(s), and all parties comprising the undersigned in their entirety.

Failure by the undersigned, or owner-occupant(s) or tenant-occupant(s) of the applicable Affordable Housing Unit(s), to comply with or perform any act required by or under this instrument or the applicable Affordable Housing Deed Restriction, shall not impair the validity of the terms hereof, the **AFFORDABLE HOUSING** Deed Restriction, or limit their enforceability in any way.

Enforcement of the terms of this instrument and the applicable Affordable Housing Deed Restriction shall be at the discretion of the County. The County's delay or failure to enforce or omission in the exercise of any term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation or breach. No County waiver of a breach or violation of a term hereof or of the applicable Affordable Housing Deed Restriction shall be construed to be a waiver of any succeeding breach of the same.

17. **Joint-and-Several Liability.** If the undersigned, or successors to the undersigned, is/are a party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.

18. **Limitation of Liability.** In the event of any litigation concerning any term of this instrument or the Affordable Housing Deed Restriction, the undersigned hereby waives his/her/its right to a jury trial.
19. **Duty to Cooperate and No Arbitration.** The undersigned shall, to ensure the effective implementation of the government purpose furthered by this instrument and the subject affordable housing development and record instruments thereto, cooperate with the County's reasonable requests submitted to the undersigned regarding the terms contained herein. No suit, action, or proceeding arising out of, related to, or in connection with this instrument is subject to arbitration, and mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this instrument shall be in accordance with the Florida Rules of Civil Procedure.
20. **Modification.** The undersigned understands and agrees that no amendment, modification, or release to/of this Affidavit, the legal requirements and obligations herein, or the restrictions and duties cross-referenced and memorialized herein, is effective unless Monroe County expressly agrees, consents, and joins in writing thereto.
21. **Governing Laws/Venue.** This instrument is and the enforcement of the obligations, requirements, and terms established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), and the Florida Statutes, and shall be liberally construed to effectuate the public purpose of this instrument. Exclusive venue for any dispute arising from or under, relating to, or in connection with this instrument shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.
22. **Construction and Interpretation.** The construction and interpretation of Monroe County Comprehensive Plan provision(s), Monroe County Code provision(s), and the obligations, requirements, and terms contained herein, shall be deferred in favor of and liberally construed in favor of Monroe County to effectuate the County's public purpose of affordable housing and such construction and interpretation shall be entitled to great weight on trial and on appeal.
23. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any provision, obligation, requirement, or term contained herein, or any portion thereof, is/are held invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, obligation, requirement, or term, or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision, obligation, requirement, or term, or portion thereof. All such other provisions, obligations, requirements, terms, and portions thereof shall continue unimpaired in full force and effect.
24. **No Waiver.** Monroe County shall not be deemed to have waived any rights or remedies to the provisions, obligations, requirements, and terms contained herein, unless such waiver has been stated both expressly and specifically.
25. **Authority to Attest.** The undersigned understands and warrants to Monroe County, Florida, that this Affidavit's execution has been duly authorized by all necessary corporate and other organizational action, as required.

26. **Counterparts.** The undersigned agrees that this Affidavit may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Affidavit by signing any such counterpart.

I/we certify that I/we the information contained herein is true and correct; and I/we attest that I/we shall abide by the provisions, obligations, requirements, and terms contained herein, and the provisions, obligations, requirements, and terms cross-referenced and memorialized herein, and all provision(s) of the Monroe County Comprehensive Plan and the Monroe County Code(s), as amended from time to time.

This Affidavit shall become effective immediately upon execution by the undersigned.

**Off-Site/Linkage Property Signature Block for Property Owner(s):**

**WITNESSESS TO ALL:**

**ALL OWNER(S),**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
**Owner** (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Print Name and Title of Authorized  
Capacity/Position

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Entity Owner - Official Mailing Address (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

**STATE OF** \_\_\_\_\_

**COUNTY OF** \_\_\_\_\_

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
**(PRINT NAME OF PERSON MAKING STATEMENT)**

\_\_\_\_\_ as identification.

**(TYPE OF ID PRODUCED)**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:

**Signature Block for Property Owner(s) (Entity) Registered Agent:**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Entity - Registered Agent Name (Print)

\_\_\_\_\_  
*Witness No. 1 (Signature)*

\_\_\_\_\_  
Registered Agent Signature

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Entity Owner - Current Registered  
Agent's Mailing Address (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Date (Print)

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
(PRINT NAME OF PERSON MAKING STATEMENT)

\_\_\_\_\_ as identification.  
(TYPE OF ID PRODUCED)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public  
My commission expires:

**Signature Block for Property Owner(s) of the site which triggered the Inclusionary Housing Requirement:**

**WITNESSESS TO ALL:**

**ALL OWNER(S),**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
**Owner** (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 2 (Signature)

The foregoing instrument, **Monroe County Affordable Housing Qualification Affidavit**, was acknowledged and sworn before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,  
(PRINT NAME OF PERSON MAKING STATEMENT)

\_\_\_\_\_ as identification.

(TYPE OF ID PRODUCED)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

**Return to:**  
Monroe County  
Planning & Environmental Resources Department  
**Attn: Development Administrator**  
2798 Overseas Highway  
Marathon, Florida 33050

**Prepared by:**

----- Space Above This Line For Recording -----

**MONROE COUNTY, FLORIDA**  
**PLANNING & ENVIRONMENTAL RESOURCES DEPARTMENT**  
**OFF-SITE/LINKAGE INCLUSIONARY AFFORDABLE HOUSING**  
**DEED RESTRICTION**

**THIS DEED RESTRICTION SHALL BE INCORPORATED IN WHOLE  
AND REFERENCED BY BOOK AND PAGE NUMBER AND DOCUMENT  
NUMBER ON ALL TRANSFERS OF THE BELOW DESCRIBED REAL  
PROPERTY.**

Notice is hereby given that:

1. **I/We**, \_\_\_\_\_, the undersigned **Grantor(s)**, is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having legal descriptions as follows and which is shown on attached **Exhibit "\_\_\_\_"**, which is hereby incorporated as if fully stated herein:

**Site No. 1 (Property Containing Development Triggering Inclusionary Requirement)**

**Parcel(s)/Lot(s):** \_\_\_\_\_ **Block:** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_

**Key:** \_\_\_\_\_ **Plat Book:** \_\_\_\_\_ **Page:** \_\_\_\_\_

**Approximate Mile Marker:** \_\_\_\_\_

**Real Estate Number(s):** \_\_\_\_\_; and

2. **I/We**, \_\_\_\_\_, the undersigned **Grantor(s)**, is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having legal descriptions as follows and which is shown on attached **Exhibit "\_\_\_\_"**, which is hereby incorporated as if fully stated herein:

**Site No. 2 (Off-site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement)**

Parcel(s)/Lot(s): \_\_\_\_\_ Block: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Key: \_\_\_\_\_ Plat Book: \_\_\_\_\_ Page: \_\_\_\_\_

Approximate Mile Marker: \_\_\_\_\_

Real Estate Number(s): \_\_\_\_\_; and

3. **Site Nos. 1 and 2** shall hereinafter be referred to as “**the property**” unless otherwise expressly distinguished from each other.
4. The “**property**” is subject to Monroe County Land Development Code Section 130-161(e), which requires that residential development resulting in the development or re-development of three (3) or more dwelling units or 10 or more mobile homes must develop or re-develop at least thirty (30) percent of said to-be-developed or to-be-redeveloped residential units as affordable housing units (fractional requirements equal to or greater than .05 shall be rounded up to the nearest whole number) in order to implement and effectuate Monroe County Comprehensive Plan - Goal 601 and to ensure that the County’s need for affordable housing is not exacerbated by new residential development or re-development of existing affordable housing.
5. **Site No. 1 (Property Containing Development Triggering Inclusionary Requirement):**

The following building permits have been applied/issued to \_\_\_\_\_, the owner(s) of the property that has/have triggered the above-stated inclusionary affordable housing requirement(s), for the proposed replacement of **(insert no.)** \_\_\_\_\_ residential units.

The location of said replacement residential units is depicted on attached **site plan Exhibit “\_\_\_\_\_,”** which is hereby incorporated as if fully stated herein, and the building permit number(s) associated with said replacement residential units are shown on attached **Exhibit “\_\_\_\_\_,”** which is likewise incorporated as if fully stated herein.

As such, the County’s inclusionary affordable housing requirements require that the County’s approval of **(insert no.)** \_\_\_\_\_ residential units be deed-restricted as affordable housing units.

6. On \_\_\_\_\_, the Monroe County Board of County Commissioners (hereinafter “**BOCC**”) approved Resolution No. \_\_\_\_\_, adjusting the inclusionary affordable housing requirement applicable herein from \_\_\_\_\_ units to \_\_\_\_\_ units for the re-development of \_\_\_\_\_ units.
7. In order to comply with and satisfy the County’s off-site inclusionary affordable housing requirements for the re-development of **(insert no.)** \_\_\_\_\_ residential units, the **(insert no.)**

\_\_\_\_\_ residential units that must be deed-restricted as affordable housing units are located on the property legally described above as **Site No. 2**.

**Site Plan Exhibit “\_\_\_\_\_,”** (showing location/address of affordable housing units) which is hereby incorporated as if fully stated herein, depicts the location, unit address, number of bedrooms, and habitable square footage of the (insert no.) \_\_\_\_\_ residential units that must be deed-restricted as affordable housing units and of which have been legally described above as **Site No. 2**.

Each of these units contains a minimum of four-hundred (400) square feet of habitable floor area.

8. **I/We**, the undersigned **Grantor(s)**, hereby deed-restrict the use of all of these units described at **No. 7** above (inclusive of **Exhibit**) as/for **Affordable Housing for** (check which applicable, or multiple if multiple applicable, and identify applicable number):

**Very-low** income households (**Owner or Tenant-Occupied**) - **Identify No. of Units:** \_\_\_\_\_

**Low** income households (**Owner or Tenant-Occupied**) - **Identify No. of Units:** \_\_\_\_\_

**Median** income households (**Owner or Tenant-Occupied**) - **Identify No. of Units:** \_\_\_\_\_

**Moderate** income households (**Owner or Tenant-Occupied**) - **Identify No. of Units:** \_\_\_\_\_

9. The purpose and intent of this legal instrument is to:

Pursuant to Monroe County Code Section 130-161(e)(1), to ensure that the County’s need for affordable housing is not exacerbated by new residential development and redevelopment of existing affordable housing stock. The intent of this instrument is to protect said existing affordable housing stock, to permit mobile home owners and owners of mobile home spaces to continue established mobile home uses consistent with current building and safety standards and regulations and to ensure that, as residential development, re-development and mobile home conversions occur, Monroe County Comprehensive Plan Policies regarding affordable housing are effectively implemented; and

Achieve consistency with Goal 601 of the Monroe County Comprehensive Plan, to ensure that the County’s need for affordable housing is not exacerbated by new residential development and re-development of existing affordable housing stock, and to protect existing affordable housing stock; and

10. The use of each dwelling unit described at **Nos. 2, 7, and 8** above to be constructed on the property legally described as **Site No. 2** as deed-restricted as/for Affordable Housing households as identified by category and number at **No. 8** above, is hereby restricted for a period of ninety-nine (99) years to households with an adjusted gross annual income no greater than \_\_\_\_\_ percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant(s).

The use of each dwelling unit described at **Nos. 2, 7, and 8** above is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than \_\_\_\_\_

\_\_\_\_\_ percent of the median adjusted gross annual income for owner occupied households within Monroe County, if the owner(s) occupies the dwelling unit.

11. During the occupancy of any affordable housing rental unit, unless otherwise limited by state or federal statute or rule concerning household income, the lessee-household's annual income may increase to an amount **not to exceed** 140 percent of the median household income for the County. If the income of the lessee-household exceeds this amount, said tenant's occupancy shall terminate at the end of the existing lease term. The maximum allowable lease term shall be three (3) years or thirty-six (36) months.
12. The maximum sales price for an owner-occupied affordable housing unit shall mean a price not exceeding four-and-one-quarter (4.25) times the annual median household income for Monroe County for a two (2) bedroom unit.
13. The covenants (affordable housing deed restriction(s)) herein **shall commence running upon recordation in the Official Records of Monroe County, Florida**. This/These covenants shall remain in effect for the above-described term of **ninety-nine (99) years** regardless of the owner's/owners' or tenant-occupant's/tenant-occupants' ability to comply or re-qualify on an annual basis, or as otherwise required.
14. At the time of sale of an owner-occupied affordable housing unit, said unit may only be sold to a household within that unit's same income category  
  
E.g., an owner-occupied affordable housing unit which is encumbered by a moderate-income deed restriction may only be sold to another household that qualifies for the County's above-described moderate-income category.
15. Tourist housing use or vacation rental use of affordable or employee housing on **Site No. 2** is hereby expressly and strictly prohibited.
16. This Inclusionary Affordable Housing Deed Restriction encumbers the property - **both Site No. 1 and Site No. 2** - and is intended to run with the land of the property (inclusive of **both Site No. 1 and Site No. 2** in favor of, benefit, and shall inure to Monroe County, Florida (a/k/a BOCC).
17. This Inclusionary Affordable Housing Deed Restriction constitutes a real property interest immediately vested in Monroe County, Florida.
18. All of the restrictions herein shall be binding upon any and all transferees, lessees, heirs, assigns, and successors in title to or interest in the chain-of-title for the property (inclusive of both **Site No. 1** and **Site No. 2**), and owner-occupant(s) and tenant-occupant(s) thereto, it being recognized that recordation of this Affordable Housing Deed Restriction constitutes constructive notice to all interested parties.
19. **No Encumbrances**. There is no mortgage on the property legally described above as **Site No. 2**, nor will a mortgage be recorded on that property prior to the recording of this Deed Restriction. Otherwise, I/we understand that a Joinder by the mortgagee (lender) will be required to be included with this Deed Restriction if a mortgage is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

There is/are no non-mortgage encumbrance(s) on the property legally-described above as **Site No. 2**, nor will a non-mortgage encumbrance be recorded on that property prior to the recording of this Deed Restriction. I/we understand that a Joinder by the non-mortgage encumbrance-holder will be required to be included with this Deed Restriction if a non-mortgage encumbrance is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

20. **BORROWERS AND LENDERS TAKE NOTE:** No equity may be borrowed against the value of the affordable housing unit(s) which exceed(s) the maximum sales price outlined above. This prohibition is for an aggregate loan amount of all equity against the unit/home. A series of smaller equity loans may not be obtained whose total loan amount exceeds the maximum sales price outlined above.
21. **Subsequent Reference Requirement.** The undersigned Grantor(s) and all successors in title to or interest in the property (inclusive of both **Site No. 1** and **Site No. 2**) hereby agree to and shall submit to the County Building and Planning & Environmental Resources Departments a copy of this recorded Affordable Housing Deed Restriction with all future development applications submitted to the County which relate to the property or any portion thereof.
- A. **Site No. 1:** The undersigned Grantor(s) and all successors in title to or interest in **Site No. 1** hereby agree to and shall reference this Affordable Housing Deed Restriction in any future instrument conveying title to or an interest in **Site No. 1**, including the Monroe County Official Records book and page numbers and document number of this Deed Restriction, it being expressly recognized and understood by the undersigned Grantor(s) that this Affordable Housing Deed Restriction and liability for breach or violation thereto encumbers and attaches jointly-and-severally to **both Site No. 1 and Site No. 2**.
- B. **Site No. 2:** The undersigned Grantor(s) and all successors in title to or interest in **Site No. 2** hereby agree to and shall reference this Affordable Housing Deed Restriction in any future instrument conveying title to or an interest in **Site No. 2**, including the Monroe County Official Records book and page numbers and document number of this Deed Restriction, it being understood that this Affordable Housing Deed Restriction and liability for breach or violation thereto encumbers and attaches jointly-and-severally to **both Site No. 2 and Site No. 1**.
22. **Breach or Violation.** In the event of breach of violation of the restrictions or terms herein, the County shall provide a written "Notice of Default" or "Notice of Violation" to the defaulting undersigned Grantor(s), the defaulting owner-occupant(s), and/or the defaulting tenant(s) thereto, and a defaulting party shall have the right to cure such breach(es) or violation(s) within thirty (30) calendar days of receipt of notice of such breach(es) or violation(s).

Uncured breach(es) or violation(s) of the terms of and restrictions imposed by this Affordable Housing Deed Restriction shall, without any additional notice beyond this Deed Restriction's recordation, entitle the County to immediately suspend, without liability to the County, development applications, pending permits, approvals, and inspections, of which are contingent upon the effectiveness of and compliance with this Deed Restriction, except for those permits, approvals, or inspections necessary to cure such breach(es) or violation(s). Uncured breach(es)

or violation(s) of a term or restriction imposed herein shall be presumed to constitute a breach or violation of an irreparable or irreversible nature.

In the event of any suit, action, proceeding, in law or in equity, by the County to enforce the restrictions or terms contained herein, if the County prevails in any such suit, action, or proceeding, on trial or appeal, the County shall be entitled to reasonable attorney's fees, including trial, appellate, bankruptcy, and post-judgment costs and collection proceedings for the maintenance or defense of any such suit, action, or proceeding, to be paid by the losing party(ies) as fixed by the court. Any judgment so rendered in favor of the County in connection with any such suit, action, or proceeding arising out of, related to, or in connection with this Deed Restriction, shall bear interest at the highest rate allowed by law. The County shall recover reasonable legal and professional fees attributable to the preparation, administration, and enforcement of such suit, action or proceeding, from any person(s) and/or entity(ies) from or to whom a demand or enforcement request is made, regardless of actual initiation of a suit, action, or proceeding. These remedies are in addition to any other remedy, fine, or penalty which may be initiated under, including, but not limited to, Chapter 162, Florida Statutes.

23. **Joint-and-Severall Liability.** If the undersigned Grantor(s), owner-occupant(s) thereto, or tenant-occupant(s) thereto, or successors in title to or interest in the property (inclusive of both **Site No. 1** and **Site No. 2**) or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.

It being recognized that the property constitutes a linked development that requires satisfaction of and continued compliance with the inclusionary affordable housing requirements of the Monroe County Comprehensive Plan and the Monroe County Code(s), the Grantor(s) owning **Site No. 1** hereby agree that he/she/they/it, and all successors in title to or interest in **Site No. 1** are and shall forever be jointly-and-severally liable with the Grantor(s) owning **Site No. 2** and all successors in title to or interest in **Site No. 2**, and all owner-occupants and tenant-occupants of **Site No. 2**, for any uncured breach or violation of any condition(s), restriction(s), or term(s) contained herein that applies to or encumbers **Site No. 2**, having accounted for and irrespective of the possibility of separate identity of ownership between **Site No. 1** and **Site No. 2** or a lack of privity between the owner(s) of **Site No. 1** and the owner(s) or occupant(s) of **Site No. 2**.

24. **Cumulative Remedies.** In the event of any breach or violation of the restrictions or terms herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions or terms hereof, to enjoin activities, construction, maintenance, practices, repairs, and uses inconsistent with the restrictions or terms hereof, and to otherwise prevent the breach or violation of any of them, to collect damages, and is both authorized and entitled to enforce this Affordable Housing Deed Restriction by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed-upon that the County has no adequate remedy at law for such breach(es) or violation(s), or such other legal method as the County deems appropriate. All rights and remedies accruing to the County are assignable in whole or in part and are cumulative; that is, the County may pursue such rights and remedies as the law and this Deed Restriction afford it in whatever order the County desires and the law permits. The County's resort to any one law(s) or remedy(ies) in advance of any other shall not

result in waiver or compromise of any other law(s) or remedy(ies). The undersigned Grantor(s) hereby agree(s) to and shall pay for all costs associated with the County's actions to enforce this Deed Restriction.

Failure by the undersigned Grantor(s), or owner-occupants or tenant-occupants thereto, to comply with or perform any act required by or under this Deed Restriction shall not impair the validity of this Deed Restriction or the conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way.

Enforcement of the conditions, provisions, restrictions, and terms of this Deed Restriction shall be at the discretion of the County. The County's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, restriction, right, or term contained herein, however long continued, shall not be deemed a waiver or estoppel of the right to do so thereafter as to any violation(s) or breach(es). No County waiver of a breach of any condition, provision, reservation, restriction, right, or term hereof, shall be construed to be a waiver of any succeeding breach of the same.

25. **Limitation of Liability.** In the event of any litigation concerning any condition, provision, restriction, or term of this Affordable Housing Deed Restriction, the undersigned Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, hereby waive their right to a jury trial. The undersigned Grantor(s) further agree that no claim(s) shall be made by it for any delay or hindrance allegedly attributable to the County during the progress of any portion of or during the effective period of this Deed Restriction.
26. **Duty to Cooperate and No Arbitration.** The undersigned Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, shall, to ensure the effective implementation of the government purpose furthered by this Affordable Housing Deed Restriction, cooperate with the County's reasonable requests submitted to said Grantor(s), and owner-occupant(s) and tenant-occupant(s) thereto, regarding the conditions, restrictions, and terms contained herein. No suit, action, or proceeding arising out of, related to, or in connection with this Deed Restriction is subject to arbitration, and mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this Deed Restriction shall be in accordance with the Florida Rules of Civil Procedure.
27. **Notice - To Grantee.** All notices, consents, approvals, or other communications to Grantee hereunder shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, in the following form and address:

Monroe County Planning & Environmental Resources Department  
**Attn: Senior Director**  
**Subject: Affordable Housing Deed Restriction**  
2798 Overseas Highway, Marathon, FL 33050.

With a copy to:  
Monroe County Attorney's Office  
**Subject: Affordable Housing Deed Restriction**  
1111 12th Street, Suite 408  
Key West, FL 33040

28. **Governing Laws/Venue.** This Affordable Housing Deed Restriction is and the enforcement of the restrictions, terms, and obligations established therefrom are governed by the Monroe County Comprehensive Plan, the Monroe County Code(s), the Florida Building Code, and the Florida Statutes, and shall be liberally construed to effectuate the public purpose of this Deed Restriction. Exclusive venue for any dispute arising from or under, relating to, or in connection with, this Deed Restriction, shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.
29. **Construction and Interpretation.** The construction and interpretation of such, and all other, Monroe County Comprehensive Plan provision(s) and Monroe County Code(s) provision(s) shall be deferred in favor of the Monroe County (a/k/a Monroe County Board of County Commissioners) and such construction and interpretation shall be entitled to great weight on trial and on appeal.
30. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any condition, provision, reservation, restriction, right, or term of this Deed Restriction, or any portion thereof, is/are held invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such condition, provision, reservation, restriction, right, term, or any portion(s) thereof, shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, reservation, right, term, or any remaining portion(s) thereof. All such other conditions, provisions, reservations, restrictions, rights, terms, and remaining portion(s) thereof shall continue unimpaired in full force and effect.
31. **Captions and Paragraph Headings.** Captions and paragraph headings, where used herein, are inserted for convenience only and are not intended to descriptively limit the scope and intent of the particular paragraph or text to which they refer.
32. **Authority to Attest.** Each party to this Affordable Housing Deed Restriction represents and warrants to the other that the execution, delivery, and performance of this Deed Restriction has been duly authorized by all necessary corporate and other organizational action, as required.
33. **Effective Date.** This Affordable Housing Deed Restriction constitutes the entire Deed Restriction and any representation or understanding of any kind preceding the date of this Deed Restriction's execution or recordation is not binding upon the Grantor(s) or the County, except to the extent that it has been incorporated into this Deed Restriction.
34. **This Affordable Housing Deed Restriction shall become effective upon** recordation in the Official Records of Monroe County, Florida

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I/we attest and certify that I/we am/are familiar with the information herein contained herein, that it is true and correct, and that I/we shall abide by the conditions, restrictions, and terms of this Affordable Housing Deed Restriction.

**EXECUTED ON THIS** \_\_\_\_\_ **day of** \_\_\_\_\_, **20**\_\_\_\_\_.

**OWNER(S) OF SITE NO. 1 (Property Containing Development Triggering Inclusionary Requirement):**

**WITNESSES TO ALL**

**GRANTOR(S)**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Grantor No. 1 (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Grantor No. 1 (Signature)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Grantor No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Grantor No. 2 (Signature)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

I/we attest and certify that I/we am/are familiar with the information herein contained herein, that it is true and correct, and that I/we shall abide by the conditions, restrictions, and terms of this Affordable Housing Deed Restriction.

**EXECUTED ON THIS** \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER(S) OF SITE NO. 2 (Off-site/Linkage Property Utilized to Satisfy Inclusionary Housing Requirement):**

**WITNESSES TO ALL**

**GRANTOR(S)**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Grantor No. 1 (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Grantor No. 1 (Signature)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

\_\_\_\_\_  
Authorized Official Capacity (Applicable if Entity Owner Executing Through Entity Owner's Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

\_\_\_\_\_  
Non-Entity Owner's/Non-Entity Owners' Principal Mailing Address (Print)

\_\_\_\_\_  
Entity Owner - Mailing Address (Print)

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Grantor No. 2 (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Grantor No. 2 (Signature)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

I/we attest and certify that I/we am/are familiar with the information herein contained herein, that it is true and correct, and that I/we shall abide by the conditions, restrictions, and terms of this Affordable Housing Deed Restriction.

EXECUTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**REGISTERED AGENT OF SITE NO. 2 (Off-site/Linkage property Utilized to Satisfy Inclusionary Housing Requirement):**

**WITNESSES TO ALL**

**Registered Agent**

\_\_\_\_\_  
Witness No. 1 (Print Name)

\_\_\_\_\_  
Registered Agent. 1 (Print Name)

\_\_\_\_\_  
Witness No. 1 (Signature)

\_\_\_\_\_  
Registered Agent. (Signature)

\_\_\_\_\_  
Witness No. 2 (Print Name)

\_\_\_\_\_  
Date (Print)

\_\_\_\_\_  
Witness No. 2 (Signature)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

This instrument was prepared by:  
John Doe  
1508 Silver St.  
Key West, FL 33040

**If privately held mortgage, signatures of all mortgagees (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added. Do not include this paragraph in your document.**

(If Applicable)

JOINDER OF MORTGAGEE

\_\_\_\_\_, whose address is \_\_\_\_\_, City of \_\_\_\_\_  
(Name of Mortgagee)

\_\_\_\_\_, State of \_\_\_\_\_,  
having a record interest as recorded in the Official Records of Monroe County at Book \_\_\_\_\_ Page \_\_\_\_\_ in the lands described in the Off-site/Linkage Inclusionary Affordable Housing Deed Restriction attached hereto between \_\_\_\_\_ Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and ratifies that Off-site/Linkage Inclusionary Affordable Housing Deed Restriction on the date indicated below.

Name of Mortgagee  
\_\_\_\_\_

\_\_\_\_\_  
1: Witness Signature  
(having authority to bind mortgagee)  
(Print or Type Name of Witness)

\_\_\_\_\_  
Signature of Mortgagee's  
Authorized Representative

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
2: Witness Signature  
(Print or Type Name of Witness)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, who is/are personally known to me or produced \_\_\_\_\_ as proof of identification and did take an oath.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

This instrument was prepared by:  
John Doe  
1508 Silver St.  
Key West, FL 33040

**If no mortgages, encumbrances, liens, et cetera, signatures of all (husband & wife, partners, co-owners) must be executed, notarized and witnessed. More lines may have to be added. Do not include this paragraph in your document.**  
**(If Applicable)**

### Affidavit of No Encumbrances

1. **WHEREAS**, John and Sally Doe, husband and wife (or a single person), the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows:

**Lot(s): 11 , Block: 19,  
Subdivision: Twin Lakes Key: Largo Plat Book: 3 Page: 160  
(If legal description is metes and bounds, attach a separate sheet)  
**Real Estate Number: 00544440.000000****

2. **WHEREAS**, this statement is current as of this date, and  
3. **Now**, therefore, the undersigned state that the above described property is/are free of all liens; loans, mortgages, or any other encumbrances at this time.

EXECUTED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WITNESSESS TO BOTH:

**OWNER OR OWNERS**  
(each owner requires two witnesses)

1: Witness Signature \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name of Witness)

\_\_\_\_\_  
(Print or Type Name above)

\_\_\_\_\_  
Complete Mailing Address above

2: Witness Signature \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name of Witness)

\_\_\_\_\_  
(Print or Type Name above)

\_\_\_\_\_  
Complete Mailing Address above

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ who  
is/are personally known to me or produced \_\_\_\_\_ as proof of  
identification and did take an oath.

\_\_\_\_\_  
Notary Public (Print Name)

\_\_\_\_\_  
Notary Public (Signature)

This instrument was prepared by:  
John Doe  
1508 Silver St.  
Key West, FL 33040

### AFFIDAVIT OF SAMPLE INVESTMENTS, LLC

Before me, a notary public appeared, John Doe, on behalf of and as Manager of SAMPLE INVESTMENTS, LLC a Florida limited liability company, who after being duly sworn, deposed and state as follows:

1. SAMPLE INVESTMENTS is a limited liability company organized under the laws of Florida (“the Company”) effective April 1, 1111.
2. Pursuant to the Article of Organization, Bylaws, and Operating Agreement, the Company is a manager managed company and there is one Manager as follows: John Doe, and I have never resigned or been removed as a manager.
3. That I have the authority to execute any and all documents on behalf of the limited liability company.
4. The undersigned makes this Affidavit with full knowledge that Monroe County requires compliance for Inclusionary Housing requirements based on documentation executed by the managers of the Company.

WITNESSESS:

SAMPLE INVESTMENTS, L.L.C.  
A Florida Limited Liability Company

1: \_\_\_\_\_  
1: Witness Signature (Signature) John Doe – Managing Member

\_\_\_\_\_  
(Print or Type Name of Witness) (Complete Mailing Address above)

2: \_\_\_\_\_  
2: Witness Signature  
\_\_\_\_\_  
(Print or Type Name of Witness)

Sworn to and subscribed before me, by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ A.D. by \_\_\_\_\_. \_\_\_\_\_ is/are personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires

\_\_\_\_\_  
Notary Public (Signature)

\_\_\_\_\_  
Notary Public (Print Name)