



**MONROE COUNTY PLANNING DEPARTMENT
AFFORDABLE AND/OR EMPLOYEE HOUSING APPLICATION
FOR DEVELOPERS/BUILDERS, PRIVATE OWNERS**

Application Date: _____

Permit Application No. _____

Current Property Owner Name(s):

Current Mailing Address: _____

Phone: (H) _____ **(W)** _____

Cell Phone: _____ **Email Address:** _____

Property Address of Affordable Housing Unit: _____

Lot(s): _____ **Block:** _____ **Subdivision:** _____

Key (Island): _____ **Plat Book** _____ **Page** _____

Parcel ID(s)/ Real Estate No. (RE): _____; _____; _____;

(If legal description is metes and bounds, attach a separate sheet and label as Attachment 'A')

Project details: Please provide the following information. Attach a separate sheet if needed.

What is the total number of housing units in the proposed development? _____

Is the proposed development subject to Inclusionary Housing requirements? Yes _____ No _____

If yes, please indicate how many affordable housing units are required for the project: _____

Is/has the proposed development seeking/been approved for a density bonus? Yes ___ No ___

If yes, please indicate how many units the density bonus provides _____. How many will be affordable units _____ market rate units _____.

Is the proposed development seeking a waiver of building permit fees? Yes _____ No _____

If yes, please attach a copy of the Application for Building Permit Fees Waiver/Exemption

How will the proposed development be funded? Private bank dollars only _____; Federal/State/Local Govt Funding _____; Combination of the Private & Govt. _____

Please indicate the professional property management company hired to manage income screening and lease up for the property: _____

Please indicate the number of ROGO allocations being requested by income category for this project:

of Very Low Income/Low Income/Median Income _____ Moderate Income _____

Indicate the number of units by maximum percent of income your project will serve for each category

Revised to reflect both types, county and LIHTC Low Income Housing Tax Credit Funding
Other Funding _____

Extremely Low-25% _____ units

Very Low- 30-50% _____ units

Very Low 50% _____ units

Low -60-80% _____ units

Low 80% _____ units

Median 100% _____ units

Moderate-81-160% _____ units

Moderate 120%-160% _____ units

Indicate the corresponding maximum rent rates the project will charge for each income category by bedroom size: Attach a Proposed Annual Rent Schedule. See above change.

Include the following information at a minimum:

For Low Income Housing Tax Credit Funded Developments

Extremely Low-25%, 1 bedroom rent= _____; 2 bedroom rent = _____ 3 bedroom rent = _____

Very Low- 30-50%, 1 bedroom rent= _____; 2 bedroom rent= _____ 3 bedroom rent = _____

Low -60-80%, 1 bedroom rent= _____; 2 bedroom rent= _____ 3 bedroom rent= _____

Moderate-81-160%, 1 bedroom rent= _____; 2 bedroom = _____ 3 bedroom rent= _____

For Developments Funded without Low Income Housing Tax Credit funding

Very Low- 50%, 1 bedroom rent= _____; 2 bedroom rent= _____ 3 bedroom rent = _____

Low -80%, 1 bedroom rent= _____; 2 bedroom rent= _____ 3 bedroom rent= _____

Median -100%, 1 bedroom rent= _____; 2 bedroom = _____ 3 bedroom rent= _____

Moderate-120-160%, 1 bedroom rent= _____; 2 bedroom = _____ 3 bedroom rent= _____

Required Submittals:

- 1) Copy of current Property Record Card(s) and recorded Deed(s) for the property(ies).
- 2) Business/Corp./Entity Documents showing who is authorized to sign and documentation showing entity is current and active.
- 3) Commitment Letter(s) from the agency(ies) providing financing.
- 4) Copy of floor plan showing the habitable square footage of the dwelling unit(s). State the square footage of the residence on the floor plan. The floor plan is to be drawn to scale and each room labeled (i.e.: bedroom, bathroom, kitchen, unit #, et cetera).
- 5) Affordable Housing Deed Restriction is required for proposed Affordable/Employee Housing. A sample deed restriction is attached to the application. The deed restriction will need to be tailored for the specific project. If more than one residential unit on site, then a site plan will be required showing locations of each residential unit. Additionally, each unit will need to be identified with the Building Permit Application Number, Address, Unit Number and the Number of Bedrooms. If an approved deed restriction is recorded in the Monroe County Public Records on above described property then attach a copy of the recorded document or Monroe County Lease Affidavit.
- 6) If the property ownership is a corporation/entity, provide a copy of the corporation/entity documents certifying who all authorized signers able to submit all documents required in conjunction with this application on its behalf.
- 7) If applicable Business/Corp./Entity Documents showing who is authorized to sign and documentation showing entity is current and active.
- 8) Other documents may be requested to clarify questions in review.

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

The Developer affirms by signing below that they will either sell or rent the residential unit(s) to future occupant(s) who will submit an application(s) as a household to the County to have qualification determined. Developer is confirming they are proposing to develop a total of _____ residential unit(s) to be deed restricted;

1) _____ (Date) _____
(Signature of Applicant)

(Print Name of Applicant above)

2) _____ (Date) _____
(Signature of Applicant)

(Print Name of Applicant above)

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 personally known to me OR

(PRINT NAME OF PERSON MAKING STATEMENT)

produced _____ as identification.
(TYPE OF ID PRODUCED)

Signature of Notary Public

Print, Type or Stamp Commissioned Name of Notary Public

My commission expires:

Important Instructions:

- **Answer all questions on the application form. Do not leave any questions blank. If the question does not apply to you write “none”, “N/A” or “unknown at this time”. All yes/no questions must be checked to indicate whether your response is a “yes” or “no”.**
- **Incomplete applications will not be processed and will be returned to the applicant. If you make a mistake on your application, please fill out another form. Application with any information crossed out or altered will not be accepted. Only original applications are accepted. Please make sure all information is legible.**
- **If there is not enough space to answer a particular question or to provide any additional explanation then attach a separate sheet and label as “Attachment _____”.**
- **Use full legal names of applicants.**
- **Note: A separate application is required for income qualification.**
- **The information you provide on this application must be true and complete. It is a violation of law to make false statements.**

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

**MONROE COUNTY PLANNING DEPARTMENT
EMPLOYEE HOUSING DEED RESTRICTION
THIS DEED RESTRICTION SHALL BE INCORPORATED IN WHOLE AND
REFERENCED BY BOOK AND PAGE NUMBER ON ALL TRANSFERS OF
THE BELOW DESCRIBED REAL PROPERTY.**

**STATE OF FLORIDA
COUNTY OF MONROE**

Notice is hereby given that:

- I. I/We, John and Sally Doe, husband and wife (or a single person), the undersigned is/are the sole owner(s) of certain real property, situated, lying and being in Monroe County, State of 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)**

Parcel ID/Real Estate Number: 00544440.000000

- II. The residential unit Building Permit Number is 09104444.
- III. This restriction is for moderate income households.
- IV. Under the owner-occupied / developer moderate income affordable housing provisions set forth in the Monroe County Land Development Regulations, the owner or owners of the above-described real property have been exempted from payment of "Fair Share Impact Fees" for a (*check one*): a single-family __, multi-family units with _____ units each unit with its corresponding application number is shown on attached site plan marked Exhibit 'A', a mobile home __ to be constructed on said real property.

- V. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than one hundred twenty (120) percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant(s).
- VI. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than one hundred sixty (160) percent of the median adjusted gross annual income for owner occupied households within Monroe County, if the owner(s) occupies the dwelling unit.
- VII. The **Employee housing** unit is intended to, and shall serve only as affordable, permanent housing for working households, which derive at least seventy (70) percent of their household income from gainful employment in Monroe County and meet the requirements for affordable housing.
- VIII. 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.
- IX. The covenants shall be effective for ninety-nine (99) years, but shall not commence running until a certificate of occupancy has been issued by the building official for the dwelling unit(s) to which the covenant or covenants apply. This deed restriction shall remain in effect for ninety-nine (99) years regardless of the owner(s) or occupant(s) ability to comply or re-qualify on an annual basis or as otherwise may be required.
- X. At the time of sale of an owner-occupied affordable/employee housing unit, the unit may be sold only to a household within the moderate 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 or lower.
- XI. Tourist housing use or vacation rental use of affordable or employee housing units is prohibited.
- XII. **No Encumbrances**. There is no mortgage on the property legally described above, 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 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.

- XIII. **BORROWERS AND LENDERS TAKE NOTE:** No equity may be borrowed against the value of the affordable housing unit which exceeds the maximum sales price in Paragraph VIII. This prohibition is for an aggregate loan amount of all equity against the home. A series of smaller equity loans may not be obtained whose total loan amount exceeds the maximum sales price in Paragraph VIII.
- XIV. All of the restrictions herein shall be binding upon any transferees, lessees, heirs, assigns or successors in the chain of title for the property and owner-occupant(s) and tenant-occupant(s) thereto, it being recognized that recordation of this **Employee** Housing Deed Restriction constitutes constructive notice to all interested parties.
- XV. There is no mortgage on this property nor will a mortgage be recorded on this property prior to the recording of this restriction. Otherwise, I/we understand a joinder by the mortgagee (lender) will be required to this restriction if a mortgage is obtained prior to this restriction being recorded in the Monroe County Public Records.
- XVI. **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 **Employee** 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.

- XVII. **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 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.
- XVIII. **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 Employee 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.

- XIX. **Limitation of Liability.** In the event of any litigation concerning any condition, provision, restriction, or term of this Employee 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.
- XX. **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 Employee 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.
- XXI. **Governing Laws/Venue.** This Employee 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.

- XXII. **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.
- XXIII. **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.
- XXIV. **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.
- XXV. **Authority to Attest.** Each party to this Employee 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.
- XXVI. **Entire Agreement.** This Employee 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

I/we certify that I/we am/are familiar with the information herein contained and that it is true and correct; and I/we will abide by the above stated restrictions pursuant to Monroe County Code as may be amended from time to time.

WITNESSESS:

OWNER OR OWNERS

1: Witness Signature

(Print or Type Name of Witness)

1: _____
(Signature)

(Print or Type Name above)

2: Witness Signature

(Print or Type Name of Witness)

Complete Mailing Address above

1: Witness Signature

(Print or Type Name of Witness)

2: _____
(Signature)

(Print or Type Name above)

2: Witness Signature

(Print or Type Name of Witness)

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____, 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:

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 Employee Housing Deed Restriction attached hereto between _____ Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and ratifies that Employee Housing Deed Restriction on the date indicated below.

Name of Mortgagee

1: Witness Signature

Signature of Mortgagee's
Authorized Representative
(having authority to bind mortgagee)

(Print or Type Name of Witness)

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 _____,

(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:

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)
Parcel ID/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 _____, _____.

WITNESSES TO BOTH:

OWNER OR OWNERS
(each owner requires two witnesses)

1: Witness Signature
(Print or Type Name of Witness)

(Signature)

(Print or Type Name above)

Complete Mailing Address above

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

(Signature)

(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_____, 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:

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

(If Applicable)

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 Affordable Housing requirements based on documentation executed by the managers of the Company.

WITNESSESS:

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

1: Witness Signature

1: _____
(Signature) John Doe – Managing Member

(Print or Type Name of Witness)

(Complete Mailing Address above)

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 _____,

(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:

EMPLOYEE HOUSING DEED RESTRICTION

Page 10 of 10

RE No.: _____

Rev. 12.21.2020