

CERTIFICATION OF DECISION TO UTILIZE UNMODIFIED SAMPLE

1. My name is _____, and I am over the age of eighteen (18) and make this affidavit and the certifications herein based upon my status as a principal or authorized agent of the applicant and based upon my own personal knowledge of the facts stated herein.

2. I am familiar with the instrument attached hereto, which constitutes a sample/example of what the Planning & Environmental Resources Department of Monroe County, Florida, may accept, and does not constitute work product generated on behalf of myself or any other private party's behalf.

3. I hereby certify that, in my capacity as principal and/or authorized agent for the applicant, I and/or the applicant have elected to utilize the sample instrument provided to us as an example of what may be acceptable, as my/our own submittal.

4. I further certify that no changes have been made to the text of the Department sample I/we have elected to use, and agree that Monroe County may revoke any/all approvals associated with this submittal if the County later discovers that undisclosed changes were made to the sample which I/we have hereby attested has never been altered in any way.

5. **NOW, THEREFORE**, the undersigned hereby agrees and states that the above and foregoing is true, correct, and legally binding upon itself and successors-in-title or interest.

EXECUTED ON THIS _____ day of _____, 20____.

(Signature)

(Print Name)

(Address)

Prepared by:

(Print Name)

(Address)

Return to:

Monroe County
Planning & Environmental Resources Department
2798 Overseas Highway
Marathon, Florida 33050

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

MONROE COUNTY, FLORIDA
DWELLING UNIT LOCK-OUT 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.**

STATE OF FLORIDA
COUNTY OF MONROE

Notice is hereby given that:

- I. I/We, _____, the undersigned is/are the sole fee simple title owner(s) of certain real property, situated, lying and being in Monroe County, State of Florida, legally described as follows:

Parcel(s)/Lot(s): _____ **Block:** _____

Subdivision: _____

Key: _____ **Plat Book:** _____ **Page:** _____

Parcel Identification Number(s): _____; and

If Metes-and-Bounds Description Attached, Attached as Exhibit: _____; and

II. General.

- A. The Board of County Commissioners of Monroe County, Florida (hereinafter “Monroe County”, the “County”, “BOCC”, or “grantee”) is a general purpose subdivision of the State of Florida and is authorized to regulate and control the development and use of real property through the Monroe County Comprehensive Plan and Monroe County Code(s), in order to protect the public health, safety, and welfare, and this deed restriction constitutes a real property interest immediately vested in grantee, and is intended to benefit, run with the land in favor of, and shall inure to the grantee.
- B. This deed restriction is necessary to ensure and strengthen Monroe County’s capability to effectively manage land use and development.
- C. The construction and interpretation of this instrument and all provisions of the Monroe County Comprehensive Plan, Florida Statutes, Monroe County Code(s), and Florida Building Code, shall be construed in favor of grantee and such construction and interpretation shall be entitled to great weight in adversarial administrative proceedings, at trial, in bankruptcy, and on appeal.
- D. The above-referenced property owner(s) covenant(s) with grantee that they are lawfully seized of the subject property in fee simple free and clear of all encumbrances that are inconsistent with the terms of this deed restriction, and fully warrant(s) and shall defend the grantee’s interest in this deed restriction hereby conveyed against the claims of all persons whomsoever.
- E. Residential unit building permit number _____ has been granted by grantee in consideration of the execution and recordation of this deed restriction.
- F. Neither the granting of the above-referenced permit nor this deed restriction discharge, exempt, waive, or otherwise release the above-referenced property owner(s) or their successors-in-interest or successors-in-title (hereinafter “grantor” or “grantor occupants(s)”) from their duty to obtain required federal, state, county, and local approval(s) for any development, construction, or establishment of uses on the subject property, and does not discharge, exempt, waive, or otherwise release them from their duty to comply with any additional requirements based upon the Florida Building Code and/or floodplain design requirements.
- G. Grantor releases, waives, and discharges grantee from any and all damages, claims, or liability, for any alleged diminution to the value of the subject property allegedly arising out of, related to, or in connection with this deed restriction.
- H. The consent of all mortgagee(s) and holder(s) of any and all encumbrance(s) of or otherwise upon the subject property is/are attached as Exhibit(s) “_____” and “_____”. If no such consent is attached, the grantors certify and warrant to grantee that neither any such mortgage(s) nor any such other encumbrance(s) on the subject property exist.
- I. As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, *“Development’ means the carrying out of any building activity or mining operation, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels. i. The following activities or uses are taken to involve ‘development’:*
- a. A reconstruction, alteration of the size, or material change in the external appearance of a structure on land or water;*

- b. *.A change in the intensity of use of land, such as an increase in the number of dwelling units in a structure or on land or a material increase in the number of businesses, manufacturing establishments, offices or dwelling units in a structure or on land;*
- c. *Alteration of a shore or bank of a seacoast, lake, pond or canal, including any work or activity which is likely to have a material physical effect on existing coastal conditions or natural shore and inlet processes;*
- d. *Commencement of drilling (except to obtain soil samples), mining or excavation on a parcel of land;*
- e. *Demolition of a structure;*
- f. *Clearing of land, including clearing or removal of vegetation and, including significant disturbance of vegetation or substrate (soil) manipulation, including the trimming of mangroves to the extent allowed by law; and*
- g. *Deposit of refuse, solid or liquid waste, or fill on a parcel of land.*

ii. *The term "development" includes all other activity customarily associated with it. When appropriate to the context, "development" refers to the act of developing or to the result of development. Reference to any specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this definition.*

iii. *The term "development" also means the tourist housing use or vacation rental use of a dwelling unit, or a change to such a use (i.e., conversion of existing dwelling units to vacation rental use). Vacation rental use of a dwelling unit requires building permits, inspections and a certificate of occupancy."*

- J. *As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, "Accessory uses/structures shall not include secondary dwelling units or lock-out units or any other habitable structures that are occupied by a separate and independent household."*
- K. *As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, 'Transient Unit' means a dwelling unit used for transient occupancy such as a hotel or motel room, seasonal residential unit, or space for parking a recreational vehicle or travel trailer. Transient units, limited to hotel or motel rooms, may include lock-out units that meet the criteria within the definition of "Room, Hotel or Motel" and shall require an additional ROGO exemption for each lock-out unit."*
- L. *As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, "Room, Hotel or Motel' means a unit consisting of a room or rooms in a public lodging establishment as defined by the Florida Statutes; for the purposes of density restriction:*

- i. Hotel or motel unit may be a single bedroom and 1 ½ bathrooms or a hotel/motel unit may be a suite which may include a kitchenette but no more than 1 ½ bathrooms and one bedroom and one other living area.*
 - ii. Suites containing more than one bedroom and 1 ½ baths may be constructed; however, each bedroom/full bath combination shall be considered a hotel/motel unit.*
 - iii. All entrances to a hotel or motel unit shall share the same key or means of controlling access so that the hotel or motel unit as defined herein is not divisible into separately rentable units.”*
- M.** As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe Comprehensive Plan, *“Kitchen’ means any food preparation area larger than a wet bar, intended or designed to be used for cooking or the preparation of food. The presence of a range, oven, utility connections suitable for servicing a range or oven, and/or plumbing ‘stub-outs’, shall be considered as establishing a kitchen.”*
- N.** As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, *‘Wet bar’ means/is a food or drink preparation area limited to a total counter surface area of 16 square feet, a single one-bin sink of one square foot, and electrical service limited to 110 volt service.”*
- O.** As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, *“Lock-out unit’ means any structure or room or group of rooms or portion of a single family or multi-family dwelling or transient unit which creates a separate independent living area which can be accessed or locked or keyed separately from the principal entry to a residential dwelling unit or transient unit. Lock-out units create a separate independent living area/habitable space, which shall be considered a unit (dwelling unit and/or transient unit) which requires an additional ROGO allocation or ROGO exemption and will be counted as a full unit (dwelling unit and/or transient unit) when computing the allowable density on a site.”*
- P.** The definition of *“Dwelling Unit”* under Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan provides, but is not limited to, as follows: *“Dwelling Unit’ means one or more rooms physically arranged for occupancy by one household sharing common living, a kitchen (cooking), and bathroom facilities. Dwelling units shall not include additional dwelling units, secondary dwelling units, lock-out units, or any other habitable structures that create a separate independent living area that are occupied by a separate and independent household, without an additional ROGO allocation or ROGO exemption.”*
- Q.** As provided at Monroe County Land Development Code Section 101-1 and the Glossary to the Monroe County Comprehensive Plan, a *“Household’ means all the people who occupy a dwelling unit.”*
- R.** As provided at Monroe County Land Development Code Section 101-1, a *“Permanent residential unit’ means a dwelling unit that is designed for, and capable of, serving as a residence for a household for non-transient occupancy, excluding hotel, motel, and recreational vehicle.”*

S. The development or redevelopment of the real property described above, includes a dwelling unit with a project design or configuration which includes one or more of the following:

	Separate Entrance ¹	Lockable Internal Connection ²	Unlockable Internal Connection ³	Wet Bar ⁴	Full Bath ⁵	Half Bath ⁵
Accessory to principal structure with no internal connection to the structure	Yes	N/A	N/A	-	Yes	-
Addition to principal structure with an internal connection to the principal structure	Yes	Yes	-	Yes	Yes	-
	Yes	Yes	-	Yes	-	Yes
	Yes	Yes	-	-	Yes	-
	Yes	Yes	-	-	-	Yes
	-	Yes	-	Yes	Yes	-
	Yes	-	Yes	Yes	-	Yes

Notes:

1. A separate entrance is any entrance including sliding glass doors. A special exception may be made if the entrance is into an enclosed courtyard or pool area. The separate entrance shall not create lock-out units, secondary dwelling units, guest units, dormitory or any other habitable structures that create a separate independent living area.
2. A lockable internal connection exists when either household can lock out the other party.
3. An unlockable internal connection exists when one party cannot exclude the other party. An open wall is an unlockable internal connection. A door or doorway is not an unlockable internal connection. To be an unlockable internal connection, the cased opening must be 42 inches or more in width.
4. A wet bar is a food or drink preparation area limited to a total counter surface area of 16 square feet (including a sink with design limitations of one bin and limited to one (1) square foot in size) with electricity limited to 110 volt service. 5. A full bath contains, at a minimum, a sink, toilet and bath or shower. A half bath, at a maximum, may contain a toilet and a sink.

T. This restriction is required based on the dwelling unit design or configuration included within Building Permit Number listed in **Section II.(E.)**.

U. This restriction limits the dwelling unit to occupancy by a single household serving only as a permanent residential unit; said dwelling unit cannot be modified to create any lock-out units, secondary dwelling units, guest units, dormitory or any other habitable structures that create a separate independent living area occupied by a separate and independent household.

V. The covenants shall not commence running until a certificate of occupancy has been issued by the Building Official for new dwelling unit(s) to which the covenant or covenants apply. For the redevelopment or modification of an existing dwelling unit, the covenants shall commence running upon recordation in the Official Records of Monroe County.

- W.** This restriction may be modified or lifted/revoked, only upon closure of a dwelling unit redevelopment building permit which eliminates the dwelling unit design or configuration specified in **Section II.(S.)**; and upon review and approval of the Senior Director of the Monroe County Planning & Environmental Resources Department that the design or configuration does not create any lock-out units, secondary dwelling units, guest units, dormitory or any other habitable structures that create a separate independent living area occupied by a separate and independent household.
- X.** These covenants do not restrict the dwelling unit from uses for any purpose customarily incidental to enjoyment of the dwelling. These covenants do not restrict the owner of the dwelling unit from applying for allowable Comprehensive Plan and Land Development Code development approvals for a use permitted as-of-right or conditional uses of the relevant land use (zoning) district. The approval of any subsequent development or redevelopment of the real property described above, shall not include a project design or configuration that creates additional dwelling units, secondary dwelling units, lock-out units, or any other habitable structures that create a separate independent living area that are occupied by a separate and independent household, without an additional ROGO allocation or ROGO exemption and in compliance.
- Y.** As provided at Monroe County Land Development Code Section 130-74:
- i. No structure or land in the county shall be developed, used or occupied unless expressly authorized in a land use district in Monroe County Land Development Code Chapter 130.*
- ii. Notwithstanding any provision of Monroe County Land Development Code Chapter 130, all development listed as a conditional use within a master planned community of 100 or more acres in an area shall be reviewed and processed as a use permitted as of right. In such cases, a pre-application conference shall be required prior to the submittal of a permit application for development approval.*
- iii. Accessory uses as permitted within each land use district shall be consistent with the definition of accessory uses as set forth in Monroe County Land Development Code Section 101-1.*
- Z.** 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 grantors and tenants thereto, it being recognized that recordation of this Dwelling Unit Lock-Out Deed Restriction constitutes express constructive notice of record to all interested parties and/or third parties.
- III.** **Amendment, Modification, or Release.** No amendment or modification to this deed restriction is effective unless grantee agrees, consents, and joins in writing thereto, and any amendment or modification to this deed restriction must be executed in writing by both grantee and grantor and must be recorded pursuant to the express consent of the grantee to do so. This deed restriction may not be rescinded, voided, or released unless and until the grantor approves such rescission, voidance, or release by BOCC Resolution.
- IV.** **Subsequent Reference Requirement.** Grantor shall submit a copy of this recorded deed restriction together with (i.e., simultaneously in date and time with) all future development applications relating to the subject property. Such submission by the grantor shall be to the agency(ies), department(s), and office(s) in receipt of or otherwise receiving such development application(s). Grantor shall reference this deed restriction in any future instrument conveying title to or an interest in the subject property, including the recording book and page numbers and document number(s) of this deed restriction.

V. **Joint-and-Severall Liability.** If Grantor, or any other non-County natural or legal person(s) are party(ies) to any suit, action, or proceeding, in law or equity, initiated or filed by grantee to enforce any provisions, restrictions, or terms contained herein, and consist of more than one such person(s), said person(s) shall be jointly and severally liable.

VI. **Non-Assignability.** This deed restriction shall not be assignable by the grantor, or by any other non-County party with title to or an interest in the subject property, unless such assignment is first approved by grantor by BOCC Resolution.

VII. **Notice and Service of Process.**

A. **Notice to Grantee.** All notices, consents, approvals, or other communications to Grantee 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 and Environmental Resources Department
Attn: Senior Director
Subject: DWELLING UNIT LOCK-OUT DEED RESTRICTION 2798
Overseas Highway, Marathon, FL 33050.

With a copy to:

Monroe County Attorney's Office
Subject: DWELLING UNIT LOCK-OUT DEED RESTRICTION
1111 12th Street, Suite 408
Key West, FL 33040

B. **Notice to Grantor.** All notices, consents, approvals, or other communications to the grantor(s) or tenant(s) thereto shall be in writing and shall be deemed properly served if sent by U.S. Postal Service Certified Mail, return receipt requested, to his/her/its address of record with the Monroe County Property Appraiser's Office or to his/her/its address of record with the Monroe County Tax Collector's Office. Actual notice is not required for grantee to perfect notice upon grantor or tenant(s) thereto. Grantee shall be deemed to have procedurally and substantively satisfied, for all legal purposes, the requirement to provide adequate or sufficient notice to grantor(s) or tenant(s) thereto by unsuccessfully attempting service twice.

VIII. **Dispute Resolution – Meet-and-Confer Prerequisite.** Grantor(s) and tenant(s) thereto agree(s) that as a first condition precedent to his/her/its initiation of litigation or adversarial administrative proceedings against grantee in the form of a suit, action, or proceeding arising out of, related to, or in connection with this deed restriction, he/she/it shall first, prior to the initiation of such suit, proceeding, or action, attempt to resolve their dispute or disagreement by formally arranging for an explicitly disclosed pre-litigation meet-and confer session between himself/herself/itself and Monroe County Planning & Environmental Resources Department staff and counsel to the Department. If no resolution can be agreed upon within thirty (30) calendar days after the occurrence of said meet-and-confer session, such issue(s) shall next, as a second condition precedent to the initiation of such suit, action, or proceeding, be discussed at a regular meeting of the Monroe County BOCC occurring in the same geographic sub-area as the geographic location of this deed restriction (i.e., Upper Keys - Key Largo, Middle Keys - Marathon, Lower Keys - Key West). Grantor(s) and tenant(s) thereto agree(s) that if he/she/it files a Complaint or otherwise

initiates an action, suit, or proceeding against grantee without satisfying these conditions precedent, grantee shall be automatically entitled to an Order granting grantee's later-filed Motion to Dismiss and Florida Statute § 57.105 Motion for Sanctions, Costs, and Attorney's Fee(s) (or, at grantee's election (if applicable), their federal equivalent(s) or non-Florida equivalent(s)).

- IX. No Waiver and Limitation of Liability.** Grantee shall not be deemed to have waived any rights under this deed restriction unless such waiver has been given within this restriction both expressly and specifically. In the event of any litigation or proceeding concerning the conditions, provisions, restrictions, or terms of this deed restriction, grantor(s) and tenant(s) thereto expressly waive their right to a jury trial.
- X. No Personal Liability.** Grantee expressly reserves and in no way shall be deemed to have waived, for itself or for its officer(s), employee(s), or agent(s), any sovereign, governmental, and any other similar defense, immunity, exemption, or protection against any suit, cause-of-action, demand, or liability. No covenant, provision, or term of this deed restriction shall be deemed to be a covenant or agreement of any officer, employee, or agent of grantee in his or her individual capacity, and no officer, employee, or agent of Grantee shall be liable personally in this deed restriction or be subject to any personal liability or accountability by reason of the execution or performance of this deed restriction.
- XI. Non-Reliance by Third-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this deed restriction to enforce or attempt to enforce any third-party claim(s) or entitlement(s) to or benefit(s) of any service(s), term(s), or program(s) contemplated hereunder.
- XII. Enforcement.**
- A.** Grantee shall, without liability to itself, have site access to the subject property and structure(s) thereon at all reasonable times, with no less than forty-eight (48) hours' reasonable actual or constructive notice, for the purpose of inspection to monitor and ensure compliance with this deed restriction.
- B.** Uncured breach(es) or violation(s), by grantor(s) or tenant(s) thereto of the terms of this deed restriction shall, without any additional notice beyond this deed restriction's recordation, entitle grantee to immediately suspend and/or rescind, without liability to itself, development applications, pending permits, approvals, and inspections, and issued development order(s) contingent upon the effectiveness and compliant status of this deed restriction, applied or issued for work to be undertaken at or upon the subject property, except for those permits, approvals, and/or inspections necessary to cure such breach(es) or violation(s). Such uncured breach(es) or violation(s) shall be presumed to constitute breach(es) or violation(s) that is/are irreparable or irreversible in nature.
- C.** In the event of any suit, action, or proceeding, in law or in equity, by grantee to enforce the restrictions or terms contained herein, if grantee prevails in any such suit, action, or proceeding, grantee shall be entitled to costs and 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 such judgment or ruling so rendered in grantee's favor shall bear interest at the highest rate allowed by law. Grantee may 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 applicable under, including, but not limited to, Chapters 162, Florida Statutes, and any other action at law or in equity. Grantor(s) and tenant(s) thereto agree that he/she/it will not attempt to, and cannot, discharge any obligations or restrictions contained herein or any fines or penalties arising from violation of this deed restriction in any future proceeding, including but not limited to, a filing for or petition for bankruptcy. Grantor(s) and tenant(s) thereto agree that no suit, action, or legal proceeding arising out of, related to, or in connection with this deed restriction shall be subject to arbitration, and that 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.

XIII. Cumulative Remedies.

- A.** In the event of any breach or violation of the restrictions or terms contained herein, grantee shall, without liability to itself, 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 shall be both authorized and entitled to enforce this deed restriction by emergency, preliminary, and permanent injunction, it being hereby agreed that grantee in such circumstance would have no adequate remedy at law, or such other legal method as grantee deems appropriate. All rights and remedies accruing to grantee shall be assignable in whole or in part and be cumulative; that is, grantee may pursue such rights and remedies as the law, equity, and this deed restriction afford it in whatever order grantee desires and the law permits. Grantee's resort to any one law(s) and/or remedy(ies) in advance of any other shall not result in waiver or compromise of any other law(s) and/or remedy(ies). Grantor(s) and tenant(s) thereto agree(s) to and shall pay for all costs associated with Grantee's enforcement action(s).
- B.** Failure of grantor(s) or tenant(s) thereto to comply with or perform any act required by or under this deed restriction shall not impair this deed restriction's validity or the conditions, provisions, reservations, restrictions, rights, or terms hereof or limit their enforceability in any way.
- C.** Enforcement of the conditions, provisions, and terms of this deed restriction shall be at the discretion of the grantee. Grantee's exercise or enforcement of any of its rights or remedies enumerated herein shall not be subject to claims or defenses of estoppel or laches, and grantee's delay or failure to enforce or omission in the exercise of any condition, provision, reservation, 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 or breach. No grantee waiver of a breach of any of the condition(s), provision(s), reservation(s), right(s), or term(s) hereof, shall be construed to be a waiver of any succeeding breach of the same condition(s), provision(s), reservation(s), right(s), or term(s) hereof.

- XIV. Duty to Cooperate.** Grantor and tenant(s) thereto shall, to ensure the implementation of the public government purpose furthered by this deed restriction, cooperate with grantee's reasonable requests submitted to grantor(s) and/or tenant(s) thereto, regarding the terms and conditions contained herein.

XV. Affidavit of No Encumbrances. The permit and approval(s) granted by grantee in consideration of the granting and recordation of this deed restriction by grantor, has/have been made and granted by grantee, in reliance upon the information, representations, documents, and affidavit of no encumbrances, provided by or through the grantor(s) of the subject property. If, at some later date, grantee determines that such information, representations, documents, or affidavit of no encumbrances contained false, erroneous,

or misleading information or omitted information material to grantee's consideration and assent, grantee reserves the right, in its discretion, to elect to revoke such consideration and assent and to rescind the permit(s) and/or approval(s) made pursuant to such reliance and to pursue all remedies at law and equity, without liability to grantee, for injuries to grantee caused by such false, erroneous, misleading, or omitted information. Grantor's executed and notarized Affidavit of No Encumbrances certifying and warranting this is attached as Exhibit "_____".

XVI. Inconsistency, Partial Invalidity, Severability, and Survival of Provisions. If any condition, provision, reservation, restriction, right, or term of this deed restriction, or any portion(s) thereof, is/are held to be 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, restriction, 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.

XVII. 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.

XVIII. No Pending Claims/Encumbrances. Grantor(s) and tenant(s) thereto represent, certify, and warrant that there are no material claims, causes-of-action, or other proceedings pending, threatened, or currently active, in respect to the ownership, operation, or environmental condition(s) of the subject property that may, shall, or will diminish, extinguish, interrupt, or subordinate the effectiveness or operation of this deed restriction's provisions, restrictions, rights, or terms.

XIX. Conflicts. This deed restriction is necessary for the health, safety, and welfare of the residents of and visitors to the county. To the extent of any conflict between this deed restriction and other rules, regulations, ordinances, or resolutions, the more restrictive is deemed to be controlling.

XX. Governing Laws/Venue. This deed restriction and its construction and interpretation are governed by the Monroe County Comprehensive Plan and the Monroe County Code(s), and shall be liberally construed and enforced in favor of grantee to effectuate the public purpose(s) of this deed restriction and the policy(ies) and purpose(s) of the Monroe County Comprehensive Plan and the Monroe County Code(s). 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.

XXI. Authority to Attest. Each party to this 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.

XXII. Effective Date. This deed restriction constitutes the entire deed restriction agreement and any representation or understanding of any kind preceding the date of this deed restriction's execution or recordation is not binding on grantee or grantor(s) except to the extent it has been incorporated into this deed restriction. This deed restriction will become effective upon recordation in the Official Records of Monroe County, Florida.

I/we certify and warrant that based upon my personal knowledge I/we am/are familiar with the information herein contained and attest that it is true and correct; and I/we will abide by the above stated dwelling unit lock-out deed restriction.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES

GRANTOR(S)

Witness No. 1 (Signature)

Grantor No. 1 (Signature)

Witness No. 1 (Print Name)

Grantor No. 1 (Print Name)

Witness No. 1 (Address)

Grantor No. 1 (Address)

Witness No. 2 (Signature)

Date (Print)

Witness No. 2 (Print Name)

Print Title of Authorized Official Capacity/Position

Witness No. 2 (Address)

Witness No. 1 (Signature)

Grantor No. 2 (Signature)

Witness No. 1 (Print Name)

Grantor No. 2 (Print Name)

Witness No. 1 (Address)

Grantor No. 2 (Address)

Witness No. 2 (Signature)

Date (Print)

Witness No. 2 (Print Name)

Print Title of Authorized Official Capacity/Position

Witness No. 2 (Address)

STATE OF _____ **COUNTY OF** _____

Sworn to and subscribed before me, by means of either physical presence OR online notarization,

on _____ day of _____, 20____, by _____
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced _____ as
(TYPE OF ID PRODUCED) identification.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES:

Grantor(s') Affidavit of No Encumbrances

6. **WHEREAS**, _____, the undersigned, is/are the sole fee simple title owner(s) of the certain below-described real property located in Monroe County, Florida, having a legal description as follows and/or which is shown on attached Exhibit "____," which is hereby incorporated as if fully stated herein:

Parcel(s)/Lot(s): _____ **Block:** _____

Subdivision: _____

Key: _____ **Plat Book:** _____ **Page:** _____

Parcel Identification Number(s): _____; and

If Metes-and-Bounds Description Attached, Attached as Exhibit: _____; and

7. **WHEREAS**, it is true and correct that as of this date no liens, loans, mortgage encumbrances, or non-mortgage encumbrances, other than those in which Joinder(s) have been executed and submitted for the Monroe County Dwelling Unit Lock-Out Deed Restriction corresponding to this Affidavit of No Encumbrances, currently encumber the above legally described real property; and

8. **NOW, THEREFORE**, the undersigned hereby states that the above legally described property is free of all liens, loans, mortgage encumbrances, and non-mortgage encumbrances at this time, other than those in which Joinder(s) have been executed and submitted as part of the Monroe County Dwelling Unit Lock-Out Deed Restriction corresponding to this Affidavit of No Encumbrances.

EXECUTED ON THIS _____ day of _____, 20____.

WITNESSES

GRANTOR(S)

Witness No. 1 (Signature)

Owner-Grantor No. 1 (Signature)

Witness No. 1 (Print Name)

Owner-Grantor No. 1 (Print Name)

Witness No. 1 (Address)

Grantor No. 1 (Address)

Witness No. 2 (Signature)

Date (Print)

Witness No. 2 (Print Name)

Print Title of Authorized Official Capacity/Position

Witness No. 2 (Address)

Witness No. 1 (Signature)

Owner-Grantor No. 2 (Signature)

Witness No. 1 (Print Name)

Owner-Grantor No. 2 (Print Name)

Witness No. 1 (Address)

Grantor No. 2 (Address)

Witness No. 2 (Signature)

Date (Print)

Witness No. 2 (Print Name)

Print Title of Authorized Official Capacity/Position

Witness No. 2 (Address)

STATE OF _____ **COUNTY OF** _____

Sworn to and subscribed before me, by means of either physical presence OR online notarization,

on _____ day of _____, 20____, by _____
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced _____ as
(TYPE OF ID PRODUCED) identification.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES:

JOINDER OF MORTGAGEE

(If Applicable)

_____, whose address is _____,
(Name of Mortgagee)

City of _____, State of _____, having a record interest,
more particularly described as being the owner and holder of a mortgage dated _____,
in the original principal amount of \$ _____, given by _____

_____ (“Mortgagor(s)”), to _____
_____ (“Mortgagee(s)”), encumbering the real property

described in that mortgage, which is recorded in Official Records Book _____, at Page
_____, and having Document Number _____,

together with that certain Assignment recorded in Official Records Book _____, at
Page _____, and having Document Number _____,

and together with that certain Modification recorded in Official Records Book _____,
at Page _____, and having Document Number _____,

all in the Official Records of _____ County, Florida (said mortgage, assignment, and

modification are hereinafter referred to as the “Mortgage”), in the lands described in the Dwelling Unit

Lock-Out Deed Restriction _____, Grantor(s)/Mortgagee(s), and

Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of its Mortgage,

to the foregoing Dwelling Unit Lock-Out Deed Restriction, executed or to be executed in favor of Monroe

County, Florida, with the intent that the Mortgage shall be subject and subordinate to the deed restriction,

executed at _____, on the date indicated below.

(Place of Execution)

IN WITNESS WHEREOF, Mortgagee grants this Joinder and executed this instrument on the date set forth below.

Witness No. 1 (Signature)

Mortgagee (Signature)

Witness No. 1 (Print Name)

Mortgagee (Print Name)

Witness No. 1 (Address)

Authorized Official Capacity (Director, Officer, Trustee, or other Authorized Official (Print Title of Authorized Capacity/Position))

Witness No. 2 (Signature)

Witness No. 2 (Print Name)

Date (Print)

Witness No. 2 (Address)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, by means of either physical presence OR online notarization,

on ____ day of _____, 20____, by _____
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced _____ as
(TYPE OF ID PRODUCED)
identification.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES:

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**JOINDER OF NON-MORTGAGEE ENCUMBRANCE-
HOLDER**

(If Applicable)

_____, whose address is _____,
(Name of Non-Mortgagee Encumbrance-Holder)

City of _____, State of _____, having a record interest,
more particularly described as being the owner and holder of an encumbrance dated _____,
_____, and entitled _____, and given by _____
_____ (“Encumbranced Owner(s)”), _____
_____ (“Encumbrance Holder(s)”), encumbering the
real property described in that instrument, which is recorded in Official Records Book _____,
at Page _____, and having Document Number _____
together with that certain Assignment recorded in Official Records Book _____,
at Page _____, and having Document Number _____,
all in the Official Records of _____ County, Florida (said instrument(s) are hereinafter referred
to as the “Encumbrance”), in the lands described in the Dwelling Unit Lock-Out Deed Restriction between
_____, Grantor(s) of this Deed Restriction/Encumbranced
Grantor(s), and Grantee Monroe County, Florida, hereby joins in, consents, ratifies, and subordinates the lien of
its Encumbrance, to the foregoing Deed Restriction, executed or to be executed in favor of Monroe County,
Florida, with the intent that the Encumbrance shall be subject and subordinate to this Dwelling Unit Lock-Out
Deed Restriction, executed at _____, on the date
_____ (Place of Execution) indicated
below.

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Witness No. 1 (Signature)

Non-Mortgagee Encumbrance-Holder (Signature)

Witness No. 1 (Print Name)

Non-Mortgagee Encumbrance-Holder (Print Name)

Witness No. 1 (Address)

Non-Mortgagee Encumbrance-Holder (Address)

Witness No. 2 (Signature)

Authorized Official Capacity (If Director, Officer, Trustee,
or other Authorized Official (Print Title of Authorized
Capacity/Position)

Witness No. 2 (Print Name)

Witness No. 2 (Address)

Date (Print)

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me, by means of either physical presence OR online notarization,

on _____ day of _____, 20____, by _____
(PRINT NAME OF PERSON MAKING STATEMENT)

Who is personally known to me OR produced _____ as
(TYPE OF ID PRODUCED)
identification.

SIGNATURE OF NOTARY PUBLIC

PRINT, TYPE OR STAMP COMMISSIONED
NAME OF NOTARY PUBLIC
MY COMMISSION EXPIRES: