

This instrument was prepared by:
John Smith
15 Somewhere St.
Key West, FL 33040

CORRECTIVE/SUPERSEDING LOT AGGREGATION RESTRICTIVE COVENANT

**THIS 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.**

1. **WHEREAS**, JOHN AND JANE SMITH, a married couple, the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows (hereinafter the "Property"):

Lot(s): 1 and 2 **Block:** 10

Subdivision: Eden Pines Colony First Addition

Key: Big Coppitt **Plat Book:** 4 **Page:** 90

Real Estate Number(s): 00199990.000101; and

2. **WHEREAS**, JOHN AND JANE SMITH recorded a previous Lot Aggregation Restrictive Covenant at BOOK, PAGE NO., DOCUMENT NO. in the Public Records of Monroe County, Florida; and
3. **WHEREAS**, the aforesaid previous recorded Lot Aggregation Restrictive Covenant and this Corrective/Superseding Lot Aggregation Restrictive Covenant restricts the use of the above legally described property in order to receive a building permit; and
4. **WHEREAS**, building permit number OLD BUILDING PERMIT expired or was rescinded; and
5. **WHEREAS**, the above described parcels were assigned additional points in the Permit Allocation System for building permit NEW BUILDING PERMIT for the voluntary reduction of density through aggregation of vacant, legally platted, buildable lots; and

6. **WHEREAS**, this Corrective/Superseding Lot Aggregation Restrictive Covenant hereby rescinds and supersedes the aforesaid previous recorded Lot Aggregation Restrictive Covenant; and
7. **NOW, THEREFORE**, the undersigned agree as follows:
1. The foregoing recitals are true and correct and are hereby incorporated as if fully stated herein; and
 2. **Restriction.**
 - A. Monroe County hereby imposes on the Property the following restriction:

The above described parcels shall have their density reduced from two dwelling units to one dwelling unit in consideration of a building permit to build a single-family residence; and
 - B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, hereby warrants that this Corrective/Superseding Lot Aggregation Restrictive Covenant is supported by adequate consideration; and
 3. **Term.**
 - A. The restrictions herein shall be binding upon the undersigned and the personal representatives, heirs, assigns and successors in title of the undersigned; it being the intention of the undersigned by execution and recording of this document that this restriction shall run with the land and shall be forever binding upon the undersigned and the personal representatives, heirs, assigns, and successors in title of the undersigned; and
 - B. This covenant is intended to benefit and run in favor of the County of Monroe; and
 - C. The undersigned and all personal representatives, heirs, assigns, and successors in title of the undersigned shall and hereby agree(s) to reference this Corrective/Superseding Lot Aggregation Restrictive Covenant and all previously executed and recorded restrictions in any future instrument conveying title to or an interest in the Property, including the recording book and page numbers and document number of this restriction and all previously executed and recorded restrictions; and
 4. **Recordation.**
 - A. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall and hereby agree(s)

to record this Corrective/Superseding Lot Aggregation Restrictive Covenant together with all appropriate and required Joinder(s) and/or Affidavit(s) of No Encumbrances with the Clerk of the Circuit Court of Monroe County within thirty (30) business days of the date on which the Monroe County Planning and Environmental Resources Department-issued allocation letter containing the original, to-be-recorded, Monroe County Growth Management Division Director-approved Corrective/Superseding Lot Aggregation Restrictive Covenant is either personally picked up by the undersigned or, if applicable, by the authorized agent, personal representative, heir, assign, or successor in title of the undersigned, or mailed by U.S. Postal Service Certified Mail to the undersigned applicant or, if applicable, to the personal representative, heir, assign, or successor in title of the undersigned; and

- B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall solely pay any and all costs and expenses associated with such recordation; and

5. Amendment, Modification, or Release.

- A. No amendment or modification to this covenant is effective unless the County agrees, consents, and joins in writing thereto, and any amendment or modification to this covenant must be executed in writing by both the County and the undersigned, or, if applicable, by both the County and the personal representative, heir, assign, or successor in title of the undersigned; and

- B. The undersigned, or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned shall and hereby agree(s) to record any amendment or modification to this Corrective/Superseding Lot Aggregation Restrictive Covenant together with all appropriate and required Joinder(s) and/or Affidavit(s) of No Encumbrances with the Clerk of the Circuit Court of Monroe County within thirty (30) business days of the date on which the original, to-be-recorded, Monroe County Growth Management Division Director-approved modification or amendment is either personally picked up by the undersigned or, if applicable, by the authorized agent, personal representative, heir, assign, or successor in title of the undersigned, or mailed by U.S. Postal Service Certified Mail to the undersigned applicant or, if applicable, to the personal representative, heir, assign, or successor in title of the undersigned applicant; and

- C. The undersigned or, if applicable, the personal representative, heir, assign, or successor in title of the undersigned, shall solely pay any and all costs and expenses associated with the recordation of any such amendment(s) or modification(s); and

D. This Corrective/Superseding Lot Aggregation Restrictive Covenant may not be rescinded, voided, or released unless and until the Monroe County Board of County Commissioners (BOCC) approves such rescission, voidance, or release by BOCC Resolution; and

6. Enforcement.

A. Monroe County (hereinafter "County") shall, without liability to the County, have site access to the Property at all reasonable times for the purpose of inspection to monitor and ensure compliance with the restriction contained herein; and

B. In the event of any breach or violation of the covenant contained 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 terms hereof or to prevent the violation or breach of any of them, and to collect damages, and may enforce the covenant by emergency, preliminary, and permanent injunction or such other legal method as the County deems appropriate. The undersigned, or, as applicable, the personal representative, heir, assign, or successor in title of the undersigned, hereby agrees to pay for all costs associated with the County's enforcement action(s); and

C. If the County brings an action to enforce the restriction contained herein and prevails in any such action, on trial or appeal, the County shall be entitled to reasonable attorney's fees to be paid by the losing party(ies) as fixed by the court; and

D. The County's failure to enforce 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 the same violation or breach; and

E. If any condition, provision, or term of this covenant is held to be invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such provision shall neither limit nor impair the operation, enforceability, or validity of any other condition, provision, or term thereof. All such other conditions, provisions, or terms shall continue unimpaired in full force and effect; and

7. Governing Law. This restriction and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida; and

8. Paragraph Headings. 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 to which they refer; and

9. Effective Date.

- A.** This Corrective/Superseding Lot Aggregation Restrictive Covenant will become effective upon recordation in the Public Records of Monroe County, Florida; and
- B.** This Corrective/Superseding Lot Aggregation Restrictive Covenant constitutes the entire Corrective/Superseding Lot Aggregation Restrictive Covenant.

EXECUTED ON THIS _____ day of _____, _____.

WITNESSES

OWNER(S)

Witness No. 1 (Print Name)

Owner (Print Name)

Witness No. 1 (Signature)

Owner (Signature)

Witness No. 2 (Print Name)

Co-Owner (Print Name)

Witness No. 2 (Signature)

Co-Owner (Signature)

Owner(s) Principal Mailing Address

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

Entity Owner - Mailing Address (Print)

Entity Owner - Registered Agent Name (Print)

Entity Owner - Registered Agent Mailing Address (Print)

This Covenant is made in reliance upon information, representations, and documents provided by the owner(s) of the Property. If, at some later date, the County determines that the information, representations, and/or documents contained false or misleading information material to the County's decision to assign additional points for the applicable building permit(s), the County reserves the right, in its discretion, to revoke the award of such points, and to pursue all remedies at law and equity, for injuries to the County caused by the submission of such false or misleading material information.

STATE OF _____

COUNTY OF _____

The foregoing instrument, **Corrective/Superseding Lot Aggregation Restrictive Covenant**, was acknowledged before me this _____ day of _____, 2_____, 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 Smith
15 Somewhere St.
Key West, FL 33040

If privately held mortgage, signatures of all mortgagees (husband & wife, partners, co-owners) must be properly executed, witnessed, and notarized. 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 Lot Aggregation Restrictive Covenant attached hereto between _____ Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and ratifies that Corrective/Superseding Lot Aggregation Restrictive Covenant on the date indicated below.

EXECUTED ON THIS _____ day of _____, _____.

Printed Name of Mortgagee

Printed Name and Official Capacity/Position of Mortgagee's Authorized Representative (having authority to bind Mortgagee)

Witness No. 1 (Print Name)

Witness No. 1 (Signature)

Mortgagee's Authorized Representative (Signature)

Witness No. 2 (Print Name)

Witness No. 2 (Signature)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me 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)

Corrective/Superseding Lot Aggregation Restrictive Covenant
RE No.: _____.

Page _____ of _____
Rev. Lot Agg. SAMPLE 5.27.2015

This instrument was prepared by:
John Smith
15 Somewhere 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 JANE SMITH, a married couple, the undersigned are the sole owners of the following described real property located in Monroe County, Florida described as follows:

Lot(s): 11 and 12 , Block: 19,

Subdivision: Twin Lakes Key: Largo Plat Book: 3 Page: 160

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

OWNER(S)

Witness No. 1 (Print Name)

Owner (Print Name)

Witness No. 1 (Signature)

Owner (Signature)

Witness No. 2 (Print Name)

Co-Owner (Print Name)

Witness No. 2 (Signature)

Co-Owner (Signature)

Owner(s) Principal Mailing Address

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

Entity Owner - Mailing Address (Print)

Entity Owner - Registered Agent Name
(Print)

Entity Owner - Registered Agent Mailing
Address (Print)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me 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

AFFIDAVIT OF SAMPLE INVESTMENTS, ENTER TYPE OF BUSINESS/CORPORATE ENTITY (Corporation, LLC, General Partnership, Limited Partnership, Limited Liability Partnership, etc.)

Before me, a notary public appeared, John Doe, on behalf of and as AUTHORIZED OFFICIAL CAPACITY of SAMPLE INVESTMENTS, a Florida ENTITY TYPE, who after being duly sworn, deposed and state as follows:

1. SAMPLE INVESTMENTS is a ENTITY TYPE organized under the laws of Florida (“the Company”) effective ENTER DATE , ENTER YEAR.
2. Pursuant to the Articles of Organization, Bylaws, and Operating Agreement(s), I, John Doe, am a(n) AUTHORIZED OFFICIAL CAPACITY of the above described entity, and I have neither been removed as AUTHORIZED OFFICIAL CAPACITY nor have I resigned this position.
3. That I swear under penalty of perjury that I have the authority to execute any and all documents on behalf of SAMPLE INVESTMENTS, ENTITY TYPE.
4. I, the undersigned, hereby warrant(s) that I have executed this Affidavit with full knowledge that Monroe County is issuing one market-rate housing allocation that includes a Lot Aggregation Restrictive Covenant, and a subsequent building permit, all of which issue pursuant to and upon documentation executed by the authorized officials of the above described entity.

WITNESSESS TO ALL: SAMPLE INVESTMENTS, A Florida ENTITY TYPE

WITNESSES AUTHORIZED OFFICIAL

Witness No. 1 (Print Name)

Authorized Official (Print Name)

Witness No. 1 (Signature)

Authorized Official (Signature)

Witness No. 2 (Print Name)

Authorized Official Capacity (Print)

Witness No. 2 (Signature)

Entity - Mailing Address (Print)

Entity - Registered Agent Name and Mailing Address (Print)

STATE OF _____

COUNTY OF _____

The foregoing Affidavit, was acknowledged before me this _____ day of _____, 2_____,
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)

SAMPLE