



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

Application Date: _____

BOX 'A':

Property Owner of Development Triggering Nonresidential 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

Type of Development Triggering Inclusionary Housing Requirement:

1) New Development: _____ Yes _____ No

If yes, Square footage of new development: _____

2) Redevelopment with an Expansion: _____ Yes _____ No

If yes, existing square-footage _____; Expansion square-footage _____

Total square-footage: _____

3) Redevelopment with a Change in Use increasing Housing Demand: _____ Yes _____ No

If yes, Specify existing use and square footage _____ and

Changing use to _____

Real Estate Number: _____

Initial(s): _____

Date: _____

Box 'A' Continued

4) Other Unspecified Use not specifically listed in LDC Section 139-1(f): _____ Yes _____ No

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.

Non-Residential 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.

Property Owner of site which is the trigger (subject) to the Nonresidential 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:

Real Estate Number: _____

Initial(s): _____

Date: _____

BOX 'B'

Nonresidential 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 Workforce 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 Workforce 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 Nonresidential Inclusionary Housing requirements and be Deed Restricted as Affordable Housing Workforce 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 Workforce Housing:

Workforce housing means dwelling units for those who derive at least 70 percent of their income as members of the Workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Code.

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/workforce housing? ____ Yes ____ No
If yes, then a separate Affordable/Workforce 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: _____

Nonresidential 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 Non-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.
- 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 Non-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 Workforce 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 130-1(f): Purpose and Intent. The purpose of this subsection (f), consistent with Goal 601 of the plan, is to ensure that the need for affordable housing is not exacerbated by nonresidential development and transient development. The intent: Nonresidential and transient use development or redevelopment generates a direct impact on housing for the workforce. The intent of this section is to ensure that there is an affordable supply of housing for the local workforce. This will be accomplished by requiring workforce housing be provided for all new development and redevelopment in an amount proportionate to the need for affordable workforce housing that the nonresidential and transient use development or redevelopment creates. The intent of this subsection is to permit nonresidential and transient use owners to continue to establish uses consistent with the current building and safety standards and to ensure that as development and redevelopment occurs, comprehensive plan policies regarding affordable housing are implemented. The technical support and analysis upon which the nonresidential inclusionary housing requirements are established are based upon the 'Affordable Workforce Housing Support Study for Non-Residential Development,' prepared by Clarion Associates, LLC, prepared in June 2017.

Monroe County Code Section 130-1(f)(3):

Applicability. Except as provided in subsection (4) of this section, the nonresidential inclusionary housing requirements set forth below shall apply. This will be accomplished by requiring workforce housing be provided for all new development and expansions in an amount proportionate to the need for affordable workforce housing that the nonresidential and transient uses create. Expansion as used in this section means extending a use or structure to occupy a greater amount of floor area or square footage beyond that which it occupied. Determinations regarding the applicability of this subsection shall be made by the Planning Director. The applicant shall provide the necessary information to determine compliance with the nonresidential inclusionary housing requirements on the forms prescribed by the Planning Director. For purposes of calculating the number of affordable workforce housing units required by this subsection, density bonuses shall not be counted, and only fractional requirements equal to or greater than 0.5 shall be rounded up to the nearest whole number.

- a. *New Development.* Each new development project not exempted by subsection (4), shall mitigate 50% of the workforce housing demand created by the proposed development by one or a combination of the methods identified in subsection (5).
- b. *Redevelopment with an Expansion.* Each redevelopment project not exempted by subsection (4), shall mitigate 50% of the workforce housing demand created by the proposed redevelopment by one or a combination of the methods identified in subsection (5). The workforce housing required for nonresidential development when an existing use is expanded shall be calculated based on the incremental increase in size of the existing use (net additional square footage).
- c. *Redevelopment with a Change in Use Increasing Housing Demand.* Each redevelopment project with a change of use increasing housing demand, not exempted by subsection (4), shall mitigate 50% of the workforce housing demand created by the proposed redevelopment by one or a combination of the methods identified in subsection (5). The workforce housing required for nonresidential development when a new use replaces an existing use and increasing housing demand (for example from an industrial use to an office use) shall be calculated based on the square footage proposed for conversion and/or based on the incremental increase in size of the new uses (if any).
- d. *Unspecified Use.* If a proposed development project does not fall within one of the specific use categories in the table within subsection (5), then the Planning Director shall determine whether the use is comparable to a use category listed and assign a category or may allow the applicant to conduct an independent calculation to determine the appropriate affordable workforce housing inclusionary requirement. If the applicant chooses to propose an independent calculation, the following applies:
 - 1. An independent calculation shall require a public meeting with the Board of County Commissioners to determine if there is a mutually agreeable approach to the calculation prior to the application proceeding to the Development Review Committee for review. The review of the independent calculation will not be scheduled as a public hearing, but as a public meeting during which the BOCC may offer their input and direction and the public may have input on the proposed methodology and calculation.
 - 2. The applicant shall use generally accepted principles and methods and verifiable local information and data, and other appropriate materials to support the employee generation data and housing demand calculated.
 - 3. The BOCC may agree or disagree with the independent calculation for mitigation based on generally recognized principles and methodologies of impact analysis and the accuracy of the data, information, and assumptions used to prepare the independent calculation.
 - 4. Each development project subject to an independent calculation and not exempted by subsection (4), shall mitigate 50% of the demand for workforce housing created by the development.

Real Estate Number: _____

Initial(s): _____

Date: _____

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.

Affordable housing means residential dwelling units that meet the following requirements:

- a. Meet all applicable requirements of the United States Department of Housing and Urban Development minimum property standards as to room sizes, fixtures, landscaping and building materials, when not in conflict with applicable laws of the county; and
- b. A dwelling unit whose monthly rent, not including utilities, does not exceed 30 percent of that amount which represents either 50 percent (very low income) or 80 percent (low income) or 100 percent (median income) or 120 percent (moderate income) of the monthly median adjusted household income for the county.

Workforce means individuals or families who are gainfully employed supplying goods and/or services to Monroe County residents or visitors

Workforce housing means dwelling units for those who derive at least 70 percent of their income as members of the Workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Code. Workforce housing shall be interchangeable with the terms detached or attached dwellings, employee housing or commercial apartments included in the land use districts and shall be a permitted use in all land use districts where detached dwelling, attached dwellings, employee housing or commercial apartments are included as a current permitted use. An applicant choosing to develop workforce housing is subject to the requirements of Chapter 139 and all other requirements included in the land development code, including but not limited to, density, parking, bufferyards, access, etc.

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:

- 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.

Real Estate Number: _____

Initial(s): _____

Date: _____

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: _____

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/WORKFORCE 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(f)(3), requiring workforce housing be provided for all new development and expansions in an amount proportionate to the need for affordable workforce housing that the nonresidential and transient uses create. Expansion as used in this section means extending a use or structure to occupy a greater amount of floor area or square footage beyond that which it occupied. Determinations regarding the applicability of this subsection shall be made by the Planning Director. The applicant shall provide the necessary information to determine compliance with the nonresidential inclusionary housing requirements on the forms prescribed by the Planning Director. For purposes of calculating the number of affordable workforce housing units required by this subsection, density bonuses shall not be counted, and only fractional requirements equal to or greater than 0.5 shall be rounded up to the nearest whole number.
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**.

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(f), to ensure that the need for affordable housing is not exacerbated by nonresidential development and transient development. The intent: Nonresidential and transient use development or redevelopment generates a direct impact on housing for the workforce. The intent of this section is to ensure that there is an affordable supply of housing for the local workforce. This will be accomplished by requiring workforce housing be provided for all new development and redevelopment in an amount proportionate to the need for affordable workforce housing that the nonresidential and transient use development or redevelopment creates. The intent of this subsection is to permit nonresidential and transient use owners to continue to establish uses consistent with the current building and safety standards and to ensure that as development and redevelopment occurs, comprehensive plan policies regarding affordable housing are implemented. The technical support and analysis upon which the nonresidential inclusionary housing requirements are established are based upon the 'Affordable Workforce Housing Support Study for Non-Residential Development,' prepared by Clarion Associates, LLC, prepared in June 2017; 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. **Workforce housing means** dwelling units for those who derive at least 70 percent of their income as members of the Workforce in Monroe County and who meet the affordable housing income categories of the Monroe County Code. Workforce housing shall be interchangeable with the terms detached or attached dwellings, employee housing or commercial apartments included in the land use districts and shall be a permitted use in all land use districts where detached dwelling, attached dwellings, employee housing or commercial apartments are included as a current permitted use. An applicant choosing to develop workforce housing is subject to the requirements of Chapter 139 and all other requirements included in the land development code, including but not limited to, density, parking, bufferyards, access, etc.
12. 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.
13. 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.
14. The covenants (affordable housing/workforce 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.
15. 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.
16. Tourist housing use or vacation rental use of affordable or employee housing on **Site No. 2** is hereby expressly and strictly prohibited.

17. This Inclusionary Affordable Housing/[Workforce 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).
18. This Inclusionary Affordable Housing/[Workforce Housing](#) Deed Restriction constitutes a real property interest immediately vested in Monroe County, Florida.
19. 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.
20. **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.

21. **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.
22. **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/**Workforce 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**.

23. **Breach or Violation.** In the event of breach or 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/**Workforce 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.

24. **Joint-and-Severally 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**.

25. **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.

26. **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.

27. **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.

28. **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

29. **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.
30. **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.
31. **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.
32. **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.

33. **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.
34. **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.
35. **This Affordable Housing/ Workforce Housing Deed Restriction shall become effective upon recordation in the Official Records of Monroe County, Florida**

REMAINDER OF PAGE INTENTIONAL LEFT BLANK

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/[Workforce 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/[Workforce 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/[Workforce 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)