



MONROE COUNTY PLANNING DEPARTMENT
AFFORDABLE HOUSING APPLICATION
FOR TENANT(S), OWNER-OCCUPANT(S), DEVELOPER
 (Application for residential unit(s) which do not have a certificate of occupancy)

Application Date: _____ Permit Application No. _____

Name(s): _____

Current Mailing Address: _____

Phone: (H) _____ (W) _____

Cell Phone: _____ Email Address: _____

Property Address of Affordable Housing Unit: _____

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

Key (Island): _____ Plat Book _____ Page _____

Real Estate Number(s): _____; _____; _____;
 (If legal description is metes and bounds, attach a separate sheet and label as Attachment 'A')

- **Application Type:** select 1 of the following 5 categories
- 1) Owner-Occupant(s) _____;
 - 2) Tenant(s) _____;
 - 3) Developer will either sell or rent the residential unit(s) _____ to occupant(s) who will submit an application to the County to have qualification determined; Developer is confirming they are proposing a total of _____ residential unit(s) to be deed restricted.
 - 4) Under contract to purchase residential unit and plan to be Owner-Occupant(s) _____; or
 - 5) Under contract to purchase residential unit and plan to be a landlord _____.

➤ **Household Composition:** List all persons who will be in your household. Listing the head of household first.

	Occupant(s) Name:	Relationship	Occupation/Student	Employer Name	Head of Household	Dependent (Yes or No)
1					Head of household	__ Yes __ No
2						__ Yes __ No
3						__ Yes __ No
4						__ Yes __ No
5						__ Yes __ No
6						__ Yes __ No

Occupants Household Adjusted Gross Income: \$ _____

Very Low Income _____ Low Income _____ Median Income _____ Moderate Income _____

Contract/Purchase Price of Property: \$ _____ or Lease Amount: \$ _____ monthly

Number of Bedrooms: _____

Page Two: Monroe County Affordable Housing Application

Real Estate Number: _____

Initial(s): _____

Date: _____

Submit the following information:

- 1) Copy of the current and last year IRS Form 1040 showing adjusted gross income for each household member. Copies must be requested directly from IRS (minimum 6 – 12 weeks). IRS forms must be sent directly from IRS to the Monroe County Planning Department unless prepared by a Certified Public Account (CPA) and signed by all parties. Attach copy of all W-2 forms. If an applicant is self- employed then all schedules must accompany the IRS return. Additional information may be requested.
- 2) Pay stubs: provide copies of the current three months of pay stubs. If self-employed will be required to provide a current quarterly income statement from accountant.
- 3) Letters of Employment (address, phone number, supervisor name) including date of employment and salary information: annual, monthly, or hourly rate including hours per week.
- 4) Copy of the executed lease (if tenant) or copy of executed contract for purchase of subject property.
- 5) Copy of current Property Record Card.
- 6) Letter from agency obtaining Financing. Financing: _____ Public or _____ Private
- 7) Copy of floor plan showing the habitable square footage of the dwelling unit. State the square footage of the residence on the floor plan. The floor plan is to be drawn to scale and each room labeled (ie: bedroom, bathroom, kitchen, et cetera).
- 8) Completed Affordable Housing Deed Restriction is required for vacant land proposed to have an Affordable Housing Deed Restriction. A sample deed restriction is attached to the application. The deed restriction will need to be tailored for the specific project.
- 9) If the property ownership is a corporation/entity then a copy of the corporation/entity documents showing who is/are authorized to make application and place the proposed deed restriction on the property.
- 10) Other documents may be requested to clarify questions in review.

Special Note: Monroe County Code Section 13-24(c)(4), 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, within a tier II designated area on Big Pine Key and No Name Key, or within a tier III-A (special protection area) if clearing is proposed for any portion of an upland native habitat patch of a one acre or greater in area.

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) _____ (Date) _____
 (Signature of Applicant)

 (Print Name of Applicant above)

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

 (Print Name of Applicant above)

STATE OF _____
COUNTY OF _____

The foregoing instrument, Affordable Housing Application, 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)

Real Estate Number: _____

Initial(s): _____

Date: _____

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

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

**STATE OF FLORIDA
COUNTY OF MONROE**

Notice is hereby given that:

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

Lot(s): 11 , Block: 19,

**Subdivision: Twin Lakes Key: Largo Plat Book: 3 Page: 160
(If legal description is metes and bounds, attach a separate sheet)**

Real Estate Number: 00544440.000000

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

- V. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than one hundred twenty (120) percent of the median adjusted gross annual income for tenant occupied households within Monroe County, if occupied by a tenant(s).
- VI. The use of the dwelling is restricted for a period of at least ninety-nine (99) years to households with an adjusted gross annual income no greater than one hundred sixty (160) percent of the median adjusted gross annual income for owner occupied households within Monroe County, if the owner(s) occupies the dwelling unit.
- VII. The 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.
- VIII. The covenants shall be effective for ninety-nine (99) years, but shall not commence running until a certificate of occupancy has been issued by the building official for the dwelling unit(s) to which the covenant or covenants apply. This deed restriction shall remain in effect for ninety-nine (99) years regardless of the owner(s) or occupant(s) ability to comply or re-qualify on an annual basis or as otherwise may be required.
- IX. 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 or lower.
- X. Tourist housing use or vacation rental use of affordable or employee housing units is prohibited.
- XI. **No Encumbrances**. There is no mortgage on the property legally described above, nor will a mortgage be recorded on that property prior to the recording of this Deed Restriction. Otherwise, I/we understand that a Joinder by the mortgagee (lender) will be required to be included with this Deed Restriction if a mortgage is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

There is/are no non-mortgage encumbrance(s) on the property legally-described above nor will a non-mortgage encumbrance be recorded on that

property prior to the recording of this Deed Restriction. I/we understand that a Joinder by the non-mortgage encumbrance-holder will be required to be included with this Deed Restriction if a non-mortgage encumbrance is obtained prior to this Deed Restriction being recorded in the Official Records of Monroe County, Florida.

- XII. **BORROWERS AND LENDERS TAKE NOTE:** No equity may be borrowed against the value of the affordable housing unit which exceeds the maximum sales price in Paragraph VII. This prohibition is for an aggregate loan amount of all equity against the home. A series of smaller equity loans may not be obtained whose total loan amount exceeds the maximum sales price in Paragraph VII.
- XIII. All of the restrictions herein shall be binding upon any transferees, lessees, heirs, assigns or successors in the chain of title for the property and owner-occupant(s) and tenant-occupant(s) thereto, it being recognized that recordation of this Affordable Housing Deed Restriction constitutes constructive notice to all interested parties.
- XIV. There is no mortgage on this property nor will a mortgage be recorded on this property prior to the recording of this restriction. Otherwise, I/we understand a joinder by the mortgagee (lender) will be required to this restriction if a mortgage is obtained prior to this restriction being recorded in the Monroe County Public Records.
- XV. **Breach or Violation.** In the event of breach of violation of the restrictions or terms herein, the County shall provide a written "Notice of Default" or "Notice of Violation" to the defaulting undersigned Grantor(s), the defaulting owner-occupant(s), and/or the defaulting tenant(s) thereto, and a defaulting party shall have the right to cure such breach(es) or violation(s) within thirty (30) calendar days of receipt of notice of such breach(es) or violation(s).

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

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

- XVI. **Joint-and-Severall Liability.** If the undersigned Grantor(s), owner-occupant(s) thereto, or tenant-occupant(s) thereto, or successors in title to or interest in the property or any other non-County natural person(s) or legal person(s) are party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.
- XVII. **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.

- XVIII. **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.
- XIX. **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.
- XX. **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.

- XXI. **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.
- XXII. **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.
- XXIII. **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.
- XXIV. **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.
- XXV. **Entire Agreement.** 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

1: Witness Signature

(Print or Type Name of Witness)

2: Witness Signature

(Print or Type Name of Witness)

1: Witness Signature

(Print or Type Name of Witness)

2: Witness Signature

(Print or Type Name of Witness)

OWNER OR OWNERS

1: _____
(Signature)

(Print or Type Name above)

Complete Mailing Address above

2: _____
(Signature)

(Print or Type Name above)

Complete Mailing Address above

The foregoing instrument, Affordable Housing Deed Restriction, was acknowledged and attested before me this _____ day of _____, 2____ A.D. by _____. _____ is/are personally known to me or has produced _____ as identification.

My Commission Expires

Notary Public (Signature)

Notary Public (Print Name)

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

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

(If Applicable)
JOINDER OF MORTGAGEE

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

_____, State of _____,
having a record interest as recorded in the official records of Monroe County at
Book _____ Page _____ in the lands described in the Affordable Housing
Deed Restriction attached hereto between _____
Grantor, and Monroe County, Florida, Grantee, hereby joins in, consents to, and
ratifies that Affordable Housing Deed Restriction on the date indicated below.

Name of Mortgagee

1: Witness Signature

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

(Print or Type Name of Witness)

Print Name: _____

Title: _____

2: Witness Signature

(Print or Type Name of Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged and attested 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

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

(If Applicable)

Affidavit of No Encumbrances

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

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

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

EXECUTED ON THIS _____ day of _____, _____.

WITNESSES TO BOTH:

OWNER OR OWNERS
(each owner requires two witnesses)

1: Witness Signature

(Signature)

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

2: Witness Signature

(Signature)

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged and attested 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

(If Applicable)

AFFIDAVIT OF SAMPLE INVESTMENTS, LLC

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

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

WITNESSESS:

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

1: Witness Signature

(Print or Type Name of Witness)

1: _____
(Signature) John Doe – Managing Member

(Complete Mailing Address above)

2: Witness Signature

(Print or Type Name of Witness)

The foregoing instrument was acknowledged and attested before me this _____ day of _____, 2____ A.D. by _____. _____ is/are personally known to me or has produced _____ as identification.

My Commission Expires

Notary Public (Signature)

Notary Public (Print Name)



MONROE COUNTY PLANNING DEPARTMENT
AFFORDABLE HOUSING AND/OR EMPLOYEE HOUSING
AFFIDAVIT OF QUALIFICATION
(AFFIDAVIT FOR A RESIDENTIAL UNIT WITHOUT A CERTIFICATE OF OCCUPANCY)

Name(s): _____

Current Mailing Address: _____

Phone: (H) _____ (W) _____

Cell Phone: _____ Email Address: _____

Hereinafter referred to as the applicant(s) or owner(s), who, having been sworn under oath, do(es) hereby attest, subject to the penalties for perjury, to the fact that the following statements(s) of qualification for the **Affordable Housing Program** of Monroe County, Florida, under the Monroe County Code is/are true:

I. This affidavit is part of Building Permit Application Number _____ and a request for a waiver of the required payment of impact fees, for an owner-occupied or tenant-occupied dwelling located on certain real property, lying and being in Monroe County, State of Florida, described as follows:

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

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

Real Estate Number: _____
(If legal description is metes and bounds, attach a separate sheet and label as Attachment 'A')

II. The use of the dwelling is restricted to owner or tenant occupied households who qualify for affordable housing. This restriction will apply unless and until the Monroe County Board of County Commissioners amends the Land Development Regulations to permit the dwelling unit to be occupied by other households with or without qualification requirements. The following is a complete list of all employed member(s) of said household at this time and the name(s) and address(es) of their respective employer(s):

Household Member Name(s):

Employer(s) Name & Address:

A. _____
B. _____
C. _____
D. _____

A. _____
B. _____
C. _____
D. _____

- III. The applicant(s) understands that if the dwelling unit is rented or sublet the dwelling unit will also have a monthly rent limit as set forth in the Monroe County Code and a new application is required.
- IV. During occupancy of any affordable housing rental unit, unless otherwise limited by state or federal statute or rule concerning household income, the 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 exceeds this amount the tenant's occupancy shall terminate at the end of the existing lease term. The maximum lease for any term shall be three (3) years or thirty-six (36) months.
- V. The applicant(s) states that the dwelling unit meets 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 ordinances of Monroe County.
- VI. The applicant(s) has/have filed with Monroe County a copy of income tax return(s), W-2 forms, and the current three months of pay-stubs for all members of the household, or has furnished other qualifying documentation upon which the County has relied. [Not applicable to developer if not residing in the unit, but will be provided before occupancy by tenant(s) or purchaser(s).]
- VII. Tourist housing use or vacation rental use of affordable or employee housing unit(s) is/are prohibited.
- VIII. The applicant(s) understands and agrees that each year from the date of issuance of the certificate of occupancy, the tenant(s)/owner(s) will need to re-qualify annually by May 1. A new Affidavit of Qualification for Affordable Housing and Affordable Housing Application must be submitted to the Monroe County Planning Department each year. Failure to comply or re-qualify shall constitute a violation of the Affordable Housing Deed Restriction, the Monroe County Code and the conditions of the certificate of occupancy.
- IX. The applicant(s) understands that if an affordable housing allocation is/was received through the dwelling unit allocation system, the residence will be restricted by the affordable housing covenants to be recorded or as recorded in the Monroe County Public Records. Therefore, sale, transfer, inheritance, assignment or rental of the unit shall be only to persons who qualify under Monroe County's Affordable Housing Eligibility Requirements as established and amended from time to time. All of the

restrictions herein shall be binding upon any transferees, lessees, heirs, assignees, or other successors in title.

- X. The applicant(s) understand the Affordable Housing Deed Restriction shall be incorporated in whole as an Exhibit and referenced by Book and Page number on all transfers of the above described real property. This section is applicable to property owner(s) or prospective property owner(s).
- XI. If applicable, the use of the dwelling is restricted to Employee housing which is defined as unit(s) that serve as affordable, permanent housing for working households, which derive at least seventy (70) percent of their household income from gainful employment in Monroe County and meet the requirements for affordable housing. The required deed restriction for application will determine if applicable.
- XII. **Cumulative Remedies**. The undersigned further understands and attests that he/she/it recognizes that, in the event of any breach or violation of the qualification and re-qualification legal duties herein, the County shall, without liability to the County, have the right to proceed at law or in equity as may be necessary to enforce compliance with the restrictions and terms hereof, and that the County shall be, upon such violation or breach, entitled to collect damages for such breach, and shall also be entitled to enforce this Affordable Housing Deed Restriction by emergency, preliminary, and permanent injunction, including by ex parte motion and action for such injunction(s), it being hereby expressly and specifically agreed-upon that the County has no adequate remedy at law for such breach or violation, or such other legal method as the County deems appropriate.

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

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

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

- XIII. **Joint-and-Severall Liability.** If the undersigned, or successors to the undersigned, is/are a party(ies) to any suit, action, or proceeding, in law or in equity, initiated or filed by the County to enforce any provision, restriction, or term contained herein, and consists of more than one person(s) or entity(ies), all such person(s) and entity(ies) shall be jointly-and-severally liable.
- XIV. **Limitation of Liability.** In the event of any litigation concerning any term of this instrument or the Affordable Housing Deed Restriction, the undersigned hereby waives his/her/its right to a jury trial.
- XV. **Duty to Cooperate and No Arbitration.** The undersigned shall, to ensure the effective implementation of the government purpose furthered by this instrument and the subject affordable housing development and record instruments thereto, cooperate with the County's reasonable requests submitted to the undersigned regarding the terms contained herein. No suit, action, or proceeding arising out of, related to, or in connection with this instrument is subject to arbitration, and mediation proceedings initiated and conducted that arise out of, relate to, or are in connection with this instrument shall be in accordance with the Florida Rules of Civil Procedure.
- XVI. **Modification.** The undersigned understands and agrees that no amendment, modification, or release to/of this Affidavit, the legal requirements and obligations herein, or the restrictions and duties cross-referenced and memorialized herein, is effective unless Monroe County expressly agrees, consents, and joins in writing thereto.
- XVII. **Governing Laws/Venue.** This instrument is and the enforcement of the obligations, requirements, and terms established therefrom are governed

by the Monroe County Comprehensive Plan, the Monroe County Code(s), and the Florida Statutes, and shall be liberally construed to effectuate the public purpose of this instrument. Exclusive venue for any dispute arising from or under, relating to, or in connection with this instrument shall be in the Sixteenth Judicial Circuit in and for Monroe County, Florida.

- XVIII. **Construction and Interpretation.** The construction and interpretation of Monroe County Comprehensive Plan provision(s), Monroe County Code provision(s), and the obligations, requirements, and terms contained herein, shall be deferred in favor of and liberally construed in favor of Monroe County to effectuate the County's public purpose of affordable housing and such construction and interpretation shall be entitled to great weight on trial and on appeal.
- XIX. **Inconsistency, Partial Invalidity, Severability, and Survival of Provisions.** If any provision, obligation, requirement, or term contained herein, or any portion thereof, is/are held invalid or unenforceable in or by any administrative hearing officer or court of competent jurisdiction, the invalidity or unenforceability of such provision, obligation, requirement, or term, or portion thereof, shall neither limit nor impair the operation, enforceability, or validity of any other provision, obligation, requirement, or term, or portion thereof. All such other provisions, obligations, requirements, terms, and portions thereof shall continue unimpaired in full force and effect.
- XX. **No Waiver.** Monroe County shall not be deemed to have waived any rights or remedies to the provisions, obligations, requirements, and terms contained herein, unless such waiver has been stated both expressly and specifically.
- XXI. **Authority to Attest.** The undersigned understands and warrants to Monroe County, Florida, that this Affidavit's execution has been duly authorized by all necessary corporate and other organizational action, as required.
- XXII. **Counterparts.** The undersigned agrees that this Affidavit may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Affidavit by signing any such counterpart.

I/we certify that I/we am/are familiar with the information herein contained and that it is true and correct to the best of my/our knowledge and belief; and I/we will abide by the above stated restrictions for Affordable Housing pursuant to Monroe County Code as amended from time to time.

WITNESSESS:

OWNER(S) or APPLICANT(S)

1: Witness Signature

1: _____
(Signature)

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

2: Witness Signature

(Print or Type Name of Witness)

2: _____
(Signature)

1: Witness Signature

(Print or Type Name of Witness)

(Print or Type Name above)

Complete Mailing Address above

2: Witness Signature

(Print or Type Name of Witness)

STATE OF _____
COUNTY OF _____

The foregoing instrument, Affordable Housing Affidavit of Qualification, 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)

My Commission Expires

(If Applicable)

DEVELOPER'S AFFIDAVIT

(Prior to Permit Issuance)

Before me the undersigned authority, personally appeared

Property Owner Name(s): _____

Current Mailing Address: _____

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

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

I. I/We, the Developer(s), do not intend to move into the dwelling unit(s) proposed under _____ building permit application number(s) _____, nor do I/we have a prospective tenant(s) at this time who will move into the dwelling unit(s) or are I/We intending to move into the dwelling unit(s) located on of certain real property, lying and being in Monroe County, State of Florida, described as follows:

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

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

Real Estate Number: _____

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

II. I/We, the Developer(s), understand the dwelling unit(s) may only be used as a primary (principal) residence by applicants who apply as a household and obtain the required approvals from the Monroe County Planning and Environmental Resources Department prior to occupancy.

III. I/We, the Developer(s), understand that the Certificate of Occupancy will not be issued for the dwelling unit(s) to be located at the above described premises until the requirements of Affordable Housing are met by either 1) a new affidavit specifying no prospective occupant(s) at this time or 2) prospective occupant(s) have a current qualification approval for occupancy of the unit pursuant to the affordable housing criteria.

I certify that I am familiar with the information contained in this application, and such information is true, complete and accurate.

(Signature of Applicant)

(Date)

(Signature of Applicant)

(Date)

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)

SEAL

Notary Public (Signature)