

After recording return to:  
Planning and Development Services Department  
Islamorada, Village of Islands  
86800 Overseas Highway  
Islamorada, FL 33036  
RE No: 00414150-000206

Doc# 2218037  
Bk# 2961 Pg# 1996

## **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS** ("Declaration") is made and entered into this 1 day of May, 2019, by Jose Luis Hernandez IV and Ashley Marie Chavez, whose principal mailing address is 97 Orange Lane, Unit 6, Islamorada, FL 33036 ("Declarant").

### **RECITALS:**

1. Declarant is the fee simple title owner to certain real property (the "Property") located in Islamorada, Village of Islands, Monroe County, Florida (the "Village") which is more particularly described as:

[ATTACHED AS EXHIBIT "A"]

2. Declarant is the recipient of a grant from the Village's First Time Homebuyer Down Payment Assistance Program for the Property pursuant to the Chapter 22, Article II *Fair Housing* of the Village's Code of Ordinances.

3. In connection with Grant No. 6 (the "Grant") issued by the Village, Declarant desires to subject the Property to the restrictions, covenants, and conditions hereinafter set forth, each and all of which is and are for the benefit of the Property.

**NOW, THEREFORE**, Declarant freely, voluntarily and without duress, hereby declares that the Property shall be held and conveyed subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. **Restrictions; Covenant Running With The Land.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that the Property shall comply with all requirements and conditions set forth in the affordable housing provisions under Chapter 30, *Land Development Regulations*, of the Code of Ordinances (the "Code") of the Village, as may be amended from time to time. The affordable residential dwelling unit(s) shall be restricted for the duration of the Term hereof as a moderate income dwelling unit(s) occupied by moderate income person(s) as defined in the Village Code. All restrictions herein are binding upon any transferees, lessees, heirs or

assigns of the Declarant, and all parties having any right, title or interest in the Property or any part thereof, and their heirs, successors and assigns. This Declaration shall constitute a covenant running with the land.

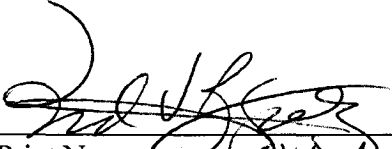
2. **Village.** This Declaration is intended to benefit and run in favor of the Village.
3. **Enforcement.** The Village, its successors or assigns, shall have the right to enforce, all restrictions, conditions and covenants imposed by the provisions of this Declaration. This Declaration may be enforced by the Village against any party or person violating, or attempting to violate, any of the covenants and restrictions contained herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, reasonable attorneys' fees and costs as well as attorneys' fees and cost incurred in enforcing this prevailing parties attorneys' fees provision. This enforcement provision shall be in addition to any other remedies available at law or in equity.
4. **Term.** The restrictions, covenants and conditions of this Declaration shall run with and bind the Property, the Declarant and all subsequent owners of the Property, for a term of ten (10) years from the date this Declaration is recorded in the Public Records of Monroe County, Florida as provided for herein.
5. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant, or its respective successors or assigns, and the Village. All amendments hereto shall be recorded in the Public Records of Monroe County, Florida, and shall not be valid until recorded.
6. **Paragraph Headings.** Paragraph headings, where used herein, are inserted for convenience only and are not intended to be a part of this Declaration or in any way defined, limited or describe the scope and intent of the particular paragraph to which they refer.
7. **Effective Date.** This Declaration will become effective upon the recordation of this Declaration in the Public Records of Monroe County, Florida.
8. **Governing Law.** This Declaration and the enforcement of the rights and obligations established hereby shall be subject to and governed by the laws of the State of Florida.
9. **Recordation.** The Village shall, at the Declarant's sole cost and expense, record this Declaration in the Public Records of Monroe County, Florida, after receipt of an Opinion of Title from the Declarant or its attorney and approval of the Grant.
10. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges. Declarant or the Village shall be entitled to pursue all actions at law or in equity including, but not limited to, injunctive relief.


11. **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions, which shall remain in full force and effect.

**IN WITNESS WHEREOF,** Declarant, has caused these presents to be executed on the day and year first above written.

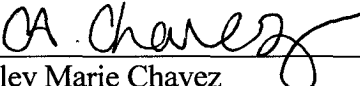
Signed, sealed and delivered  
in the presence of:

**DECLARANT**

  
Print Name: LIDIA RODRIGUEZ

  
Jose Luis Hernandez IV

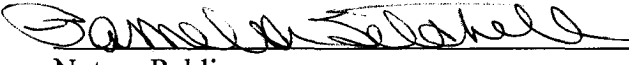
  
Print Name: Pamela Setchell

  
Ashley Marie Chavez

STATE OF FLORIDA     )  
  SS:  
COUNTY OF MONROE    )

The foregoing instrument was acknowledged before me this 1 day of May, by Jose Luis Hernandez IV and Ashley Marie Chavez, who (check one) [ ] are personally known to me or [ ] have produced FLDL as identification.



  
Notary Public  
Print Name: Pamela Setchell

My Commission Expires:

**Exhibit "A"**

**Unit #6 being a portion of the community described as Lot 14 and the Easterly 107 feet of Lot 13, Block 8, Plantation Beach, according to the Plat thereof, as recorded in Plat Book 2, at Page 76, of the Public Records of Monroe County, Florida, and being more particularly described as follows:**

**Commencing at the intersection formed by the Northwesterly right of way line of the Overseas Highway with the dividing line between Lots 14 and 15, Block 8 of said Plantation Beach; thence run N.60°04'00"W. along said dividing line between Lots 14 and 15 for a distance of 168.86 feet to the Southwesterly corner of said Lot 14; thence run N.29°56'00"E., along the Northwesterly line of said Lot 14 for a distance of 10.65 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence continue N.29°56'00"E. along said Northwesterly line for a distance of 70.09 feet to the most Northerly corner of said Lot 14; thence run S.60°04'00"E. along the Northeasterly line of said Lot 14 for a distance of 85.00 feet; thence run the following: S.29°56'00"W., 12.00 feet; N.60°04'00"W., 37.28 feet; S.29°56'00"W., 15.36 feet; N.60°04'00"W., 5.06 feet; S.29°56'00"W., 5.18 feet; S.87°41'45"W., 50.43 feet, back to the Point of Beginning.**

**JOINDER AND CONSENT BY MORTGAGEE**

The undersigned MERS, as nominee for Lender, Quicken Loans, Inc., the Mortgagee under that certain

(Name of Lending Institution/Mortgagee)

mortgage from Jose Luis Hernandez IV and Ashley Marie Chavez dated the 1st day of (Current day)

(Name of Mortgagor/Property Owner)

May, 2019, and recorded in Official Records Book 2961, Page (Current month/year)

(Book # of recorded mortgage)

1996-2000, in the original amount of Two Hundred Thirteen Thousand Five Hundred Dollars (Page # of recorded mortgage)

(Written amount of mortgage)

(\$213,500.00) covering all or a portion of the property described in the foregoing agreement, does (Numerical amount of mortgage)

hereby join in and consent to the terms of this Declaration and agrees that the same shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this \_\_\_ day of May, 2019.

Witnesses:

Mortgagee:

[Signature]  
Witness Signature  
Jim Benke  
Print Name

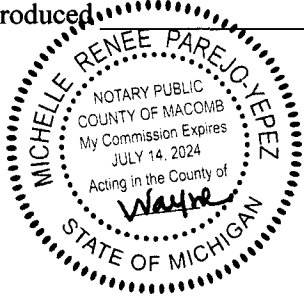
MERS, as nominee for Quicken Loans, Inc.

[Signature]  
Signature  
Douglas Patrick  
Print Name

By: [Signature]  
Print name: Douglas Patrick  
Title: MERS Officer

STATE OF Michigan )  
  )  
COUNTY OF Wayne )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2019 by Douglas Patrick as Officer of MERS, solely as nominee for Lender, Quicken Loan, Inc., a Michigan corporation on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_, as identification.



[Signature]  
NOTARY PUBLIC  
Print Name: Michelle Renee Parejo-Yepes  
Commission No.: NA  
Commission Expires: 7-14-24