RESOLUTION NO. 17-06-45

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA APPROVING AN AGREEMENT TO ACCEPT A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FROM HENRY DANZIG, AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AGREEMENT, AUTHORIZING THE RECORDATION OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FROM HENRY DANZIG IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, pursuant to Sections 9.5-120 and 9.5-266 of the Monroe County Code (the Code in effect in 1998) a landowner may voluntarily elect to develop dwelling units which contribute to the supply of affordable housing in Islamorada, Village of Islands, Florida (the "Village") as part of the Building Permit Allocation System (BPAS) unit allocation process; and

WHEREAS, pursuant to Sections 9.5-120 and 9.5-266 of the Monroe County Code (the Code in effect in 1998) if a landowner proposes to develop affordable housing in the Village as set forth above, the landowner is required to execute a legally binding restrictive covenant limiting the eligibility of the prospective occupant; and

WHEREAS, pursuant to Chapter 30, Article IV, Division 11 of the Village Code if a landowner proposes to develop affordable housing in the Village as set forth above, the landowner is required to execute a legally binding restrictive covenant limiting the eligibility of the prospective occupant; and

WHEREAS, the Village Council must approve the Agreement (Exhibit "A") authorizing the recordation of the restrictive covenant; and

WHEREAS, the restrictive covenant must run in favor of, and be enforceable by the Village, and must be in a form approved by the Village Attorney prior to recording in the public
records of Monroe County, Florida; and

WHEREAS, the Village Council finds that approval of the Agreement attached hereto is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. Approval of Declaration of Restrictive Covenants. The Village Council hereby approves the Declaration of Restrictive Covenants attached as Exhibit “2” of Exhibit “A” together with such non-material changes as may be acceptable to the Village Manager and approved as to form and legality by the Village Attorney.

Section 5. Effective Date. This Resolution shall take effect immediately upon adoption.

Motion to adopt by Councilwoman Cheryl Meads, second by Vice Mayor Chris Sante.

FINAL VOTE AT ADOPTION
VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS:

Mayor Jim Mooney
Vice Mayor Chris Sante
Councilman Mike Forster
Councilwoman Deb Gillis
Councilwoman Cheryl Meads

YES
YES
YES
NO
YES

PASSED AND ADOPTED THIS 22ND DAY OF JUNE, 2017.

JIM MOONEY, MAYOR
ATTEST:

[Signature]
KELLY TOOTH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY

[Signature]
ROGET V. BRYAN, VILLAGE ATTORNEY
Exhibit “A”

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made this 29th day of June, 2017, by and between ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, having an address at 86800 Overseas Highway, Islamorada, Florida 33036 (hereinafter referred to as the “Village”) and Henry Danzig, having an address of ___223 Mohawk St, Tavernier, FL 33070___ (hereinafter referred to as “Danzig”).

RECITALS:

WHEREAS, the purpose of this Agreement is to document the individual and collective understanding of the above parties with response to the affordable housing Residential Rate of Growth allocation (the “Allocation”) granted to Danzig by Islamorada, Village of Islands (the “Village”) on December 17, 1998 for the construction of a single-family housing structure on property legally described as Lot 12, Block 4 of Indian Waterways Subdivision, Plantation Key, RE # 00423610-000000, according to Plat Book 4, Page 29 of the Public Records of Monroe County Florida, herein and after described as “Property A”; and

WHEREAS, the Allocation is subject of Danzig’s compliance with the provisions of Sections 9.5-120 and 9.5-266 of the Monroe County Code and Chapter 30, Article IV, Division 11 of the Village Code, concerning affordable housing allocations; and

WHEREAS, as a condition to the granting of the Allocation, Danzig was required to execute and record a restrictive covenant on Property A; and

WHEREAS, an inspection by the Village of the single-family housing structure constructed by Danzig on Property A disclosed that it did not meet the criteria for an affordable housing; and

WHEREAS, Danzig was the owner of an existing single-family housing structure on property legally described as Lot 23, Block 12 of Plantation Key Colony, Planation Key according to the Plat thereof, as recorded in Plat Book 3, Page 182 of the public records of Monroe County, Florida that meets the criteria for affordable housing herein and after described as “Property B”; and

WHEREAS, Danzig desired to encumber Property B and the existing single-family housing structure thereon, with the restrictive covenant, in lieu of the single-family housing structure constructed on Property A; and

WHEREAS, the Village Council of Islamorada, Village of Islands (the “Village Council”) passed and adopted Resolution 98-12-58 (Exhibit “1”) on December 17, 1998 approving an agreement (the “Original Agreement”) requiring Danzig to record a restrictive covenant on Property B within 15 days of the effective date of the Original Agreement; and
WHEREAS, Danzig failed to record the restrictive covenant on Property B with the Monroe County Clerk of the Court in a timely manner; and

WHEREAS, Danzig received a Certificate of Occupancy associated with Building Permit 9901132 for the single-family housing structure on Property A without fulfilling the conditions of Resolution 98-12-58; and

WHEREAS, Danzig no longer is the owner of Property B; and

WHEREAS, Danzig is the owner of an existing single-family housing structure located on property legally described as Lot 19, Block 2 of Edenaire Subdivision, Parcel ID # 00433720-000000, according to Plat Book 4, Page 32 of the Public Records of Monroe County, Florida herein and after described as Property C; and

WHEREAS, Danzig now desires to encumber Property C and the existing single-family housing structure thereon, that meets the criteria for affordable housing with a Restrictive Covenant in substantially the form attached hereto as Exhibit “2”, in lieu of the single-family housing structure constructed on Property A; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Recitals. The parties acknowledge that the foregoing recitals are true and correct and hereby incorporated into this Agreement as if fully set forth herein.

2. Restrictive Covenant. The Village shall record in the public records of Monroe County, Florida a fully executed Covenant encumbering Property A. Danzig shall provide a current opinion of title and any required Joinder and Consent forms within sixty (60) days of the effective date of this Agreement. Danzig shall be responsible for all costs incurred in recording the Covenant.

3. Violation of Agreement. Failure to adhere to the terms and conditions of this Agreement shall be considered a violation of the Village Code. Persons found violating this Agreement shall be subject to the penalties prescribed by the Village Code and State Statue, including but not limited to the revocation of the Allocation and this Agreement.

4. Effective Date. This agreement shall take effect upon execution by the parties and remain in effect until all of the terms and conditions of the Agreement have been met or otherwise complied with. At such time, this Agreement shall automatically terminate.
IN WITNESS WHEREOF, the parties hereto have made and executed this Easement on the respective dates under each signature: Islamorada, Village of Islands by and through its Mayor, authorized to execute same by its Council action on the 29 of June, 2017.

WITNESS:   

Print Name: Cheryl Gioffari

Print Name: CA Long

HENRY DANZIG:

Print Name: Henry Danzig

STATE OF FLORIDA   )
COUNTY OF MONROE   )

The foregoing instrument was acknowledged before me this 29 day of June 2017, by ____________________________, who (check one) [ ] is personally known to me or [ ] have produced ____________________________ as identification.

My Commission Expires:

Notary Public
Print Name: Anita Muxo

ANITA MUXO
Notary Public - State of Florida
Commission # GG/094121
My Comm. Expires Apr 13, 2021
Issued through National Notary Assn.
ISLAMORADA, VILLAGE OF ISLANDS,
a Florida municipal corporation

By: Jim Mooney, Mayor

ATTEST:

Kelly J. Roth
Village Clerk

Approved as to form and legal
sufficiency:

Village Attorney

STATE OF FLORIDA )
SS: COUNTY OF MONROE )

The foregoing instrument was acknowledged before me this 23rd day of June, 2017, by Jim Mooney, as Mayor of ISLAMORADA, VILLAGE OF ISLANDS, a Florida municipal corporation, on behalf of the Corporation, who (check one) [✓] is personally known to me or [ ] has produced __________________________ as identification.

My Commission Expires:

MARY G SWANEY
Print Name: MARY G. SWANEY

Page 4 of 4
RESOLUTION NO. 98-12-58

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING AND ACCEPTING A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FROM HENRY DANZIG, AUTHORIZING ITS RECORDING IN THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 9.5-122.1(a)(4) of the Monroe County Code (as the same is applicable to the Village) a landowner may voluntarily elect to develop dwelling units which contribute to the supply of affordable housing in Islamorada, Village of Islands, Florida (the “Village”) as part of the Residential Rate of Growth Ordinance (“ROGO”) unit allocation process; and

WHEREAS, pursuant to Section 9.5-122.1(b)(4) of the Monroe County Code (as the same is applicable to the Village) if a landowner proposes to develop affordable housing in the Village as set forth above, the landowner is required to execute a legally binding restrictive covenant limiting the eligibility of the prospective resident; and

WHEREAS, the restrictive covenant must run in favor of, and be enforceable by the Village, and must be approved by the Village Council prior to recording in the public records of Monroe County, Florida.
NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:

Section 1. That the Declaration of Covenants, Conditions and Restrictions (the "Declaration") submitted by Henry Danzig attached as Exhibit "A" is approved and accepted by the Village.

Section 2. That the Declaration be recorded in the public records of Monroe County, Florida, at the sole cost and expense of Henry Danzig.

Section 3. That this Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 17th day of DEC., 1998.

RON LEVY, MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

VILLAGE ATTORNEY
ISLAMORADA, VILLAGE OF ISLANDS

AFFORDABLE HOUSING DEED RESTRICTION

State of Florida
Islamorada, Village of Islands

Notice is hereby given that:

I. I / We, Henry and Kristine Danzig, the undersigned am / are the sole owner(s) of certain real property, situated, lying and being within Islamorada, Village of Islands, a jurisdiction of the State of Florida, described as follows:

Lot(s): __________ 12 ________ Block(s): 4

Subdivision: INDIAN WATERWAYS Key: PLANTATION MM 89
If in metes and bounds, attach a separate sheet.

RE#: 00423610-000000

II. Under the provisions set forth in Chapter 9.5 of the Land Development Regulations in effect in the Village, "Fair Share Impact Fees" shall be paid by any person, including any governmental agency, prior to receiving a building permit for any new land development activity.

III. Under the affordable housing provisions set forth in Chapter 9.5 of said 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):

    X single family, ______ multi-family, ______ mobile home dwelling,

    to be constructed on said real property.

IV. All of the restrictions herein be binding upon any transferees, lessees, heirs or assigns.

V. The covenants shall be effective for twenty (20) years, but shall not commence running until a certificate of occupancy has been issued by the building official for the dwelling unit to which the covenant or covenants apply.

VI. The applicant(s) used the affordable housing program to gain additional points in the permit allocation system pursuant to the Dwelling Unit Allocation Text Amendment, Ordinance 16-1992.

VI. IThe applicant(s) used the affordable housing program to gain maximum net density afforded under Section 9.5-262 of the Code in effect in the Village.
ISLAMORADA, VILLAGE OF ISLANDS

WITNESSES:

JoAnn Wagner
(Signature)
Print/Type Name
Address: 82081 Overseas Hwy
Islamorada, FL 33036

Debra J. Foster
(Signature)
Print/Type Name
Address: 903 Sunset Blv
Key Largo, FL 33037

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.

Signature of Applicant or Agent

Date
9-9-98

Sworn before me this 9 day of Sept., 1998 A.D.

Barbara F. Betolati
Notary Public
My Commission Expires

OWNER OR OWNERS:

Henry Danzig
(Signature)
Print/Type Name
Address: 208 Coral Rd.
Islamorada, FL 33036

Kristine Danzig
(Signature)
Print/Type Name
Address: 208 Coral Rd.
Islamorada, FL 33036
AGREEMENT

This Agreement (the “Agreement”) is entered into between Islamorada, Village of Islands (“Village”), and Henry Danzig (“Danzig”).

WITNESSETH

WHEREAS, the purpose of this Agreement is to document the individual and collective understanding of the above parties with respect to the affordable housing Residential Rate of Growth allocation (the “Allocation”), the Village granted to Danzig on December 17, 1998 for the construction of a single-family housing structure on property legally described on the attached Exhibit “A;” and

WHEREAS, the Allocation is subject to Danzig’s compliance with the provisions of Section 9.5-120, et. seq. concerning affordable housing allocations; and

WHEREAS, as a condition to the granting of the Allocation, Danzig was required to execute and record a restrictive covenant (the “Covenant”) in substantially the form attached hereto as Exhibit “B;” and

WHEREAS, an inspection by the Village of the single-family housing structure being constructed by Danzig disclosed that it does not meet the criteria for affordable housing; and

WHEREAS, Danzig is the owner of an existing single family housing structure on property legally described on the attached Exhibit “C” that meets the criteria for affordable housing; and
WHEREAS, Danzig desires to encumber the property, and the existing single family housing structure located thereon, legally described on the attached Exhibit “C” with the Covenant, in lieu of the single-family housing structure currently being constructed.

NOW, THEREFORE, the parties hereto agree as follows:

1. **EFFECTIVE DATE**

   This Agreement shall take effect upon execution by the parties and remain in effect until all of the terms and conditions of the Agreement have been met or otherwise complied with. At such time, this Agreement shall automatically terminate.

2. **RESTRICTIVE COVENANT**

   Within 15 days of the effective date of this Agreement, Danzig shall record in the public records of Monroe County, Florida, a fully executed Covenant encumbering the property, and the existing single family housing structure located thereon, legally described on the attached Exhibit “C.” Danzig shall be responsible for all costs incurred in recording the Covenant. Danzig shall provide the Village with proof of the recording of the Covenant in accordance with the above provisions.

3. **VIOLATION OF AGREEMENT**

   Failure to adhere to the terms and conditions of this Agreement shall be considered a violation of the Village Code. Persons found violating this Agreement shall be subject to the penalties prescribed by the Village Code and State Statute, including but not limited to, the revocation of the Allocation and this Agreement. Danzig understands and acknowledges that he must comply with all other applicable requirements of the Village Code and State law before he may recommence construction of the single family housing structure located on the property legally described on the attached Exhibit “A.” Furthermore, Danzig understands and
acknowledges that the State Department of Community Affairs (the “DCA”) is authorized to appeal any Village development order to the Florida Land and Water Adjudicatory Commission if the DCA determines that the development order was issued in error. Accordingly, nothing in this Agreement shall discharge or waive Danzig’s responsibility to comply with any lawful Order or determination made by the DCA concerning the Allocation.

4. **WAIVER**

Danzig hereby, and for his heirs, executors, administrators, successors and assigns, waives, releases, acquits, and forever discharges the Village, its officers, employees, agents, of and from any and all claims, including but not limited to a claim of estoppel or for vested rights, which he may now have, in any way resulting from the Allocation.

5. **OTHER TERMS AND CONDITIONS**

5.1 If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, illegal, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

5.2 The waiver by any party of a breach of any provision of this Agreement by another shall not operate or be construed as a waiver of any subsequent breach by that party.

5.3 This Agreement contains the entire agreement of the parties. It may not be changed orally, but only by an amendment in writing signed by the parties hereto.

5.4 Florida law shall govern this Agreement and any litigation, which may arise from this Agreement, shall be filed and litigated in Monroe County,
Florida. If any party obtains a judgment against any other party by reason of breach of this Agreement, attorneys' fees and costs shall be included in such judgment.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Mayor, Islamorada, Village of Islands

Attest:

Village Clerk, Carol Simpkins

Approved as to form and legal sufficiency

Village Attorney

Henry Danzig

Witness: Carol Simpkins

Date 09-09-99

9-10-99
EXHIBIT A

Lot 12, Block 4 of Indian Waterways Subdivision, Plantation Key, RE # 00423610-000000, according to Plat Book 4, Page 29 of the Public Records of Monroe County, Florida.
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made and entered into this 16th day of February, 1997, by Henry Damig, whose principal mailing address is 808 Coral View, Islamorada, Florida 33070 ("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:

   SEE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

2. Declarant is the recipient of an affordable housing residential unit allocation pursuant to the Village's transitional Rate of Growth Ordinance ("ROGO").

3. In connection with the allocation award, 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, the Declarant 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. **Restriction.** Declarant hereby covenants, agrees and certifies, in so far as the rights, powers, interests and authority of the Declarant is concerned, that development of the property shall be in accordance with the provisions of Section 9.5-266 of the Monroe County Code (as may be amended), as the same is applicable to the Village.

2. **Village.** This Declaration is intended to benefit and run in favor to the Village.

3. **Enforcement.** The Village, its successors or assigns, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions and covenants imposed by the provisions of this Declaration.

4. **Term.** The restrictions, covenants and conditions of this Declaration shall run with and bind the land for a term of twenty (20) years.

5. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant, or its respective successor or assign. 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 shall become effective upon the issuance of a certificate of occupancy for the dwelling unit or units to which this covenant applies, and 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.** Declarant shall at its sole cost and expenses, record this Declaration in the Public Records of Monroe County, Florida within five (5) days of approval of the same by the Village. Declarant shall provide the Village with proof of the recording of the Declaration in accordance with the provisions of this paragraph.
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:

Printed Name: William A. Block

Printed Name: Frank P. Ogle

DECLARANT

By: Gay Marie Smith

Printed Name: Henry Dan 19

Printed Name: Gay Marie Smith

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 10 day of February
1998, by, Henry Dan 19, who personally appeared before me, and
is/are personally known to me to have produced as
identification and acknowledged executing the foregoing document.

Gay Marie Smith
NOTARY PUBLIC

Commission No. 4360018

4360018 (Declarant of document, conditions)
"EXHIBIT A"

Lot 23, Block 12 of Plantation Key Colony, Plantation Key according to the Plat therof, as recorded in Plat Book 3 Page 182 of the Public Records of Monroe County, Florida
Lot 23, Block 12 of Plantation Key Colony, Plantation Key according to the Plat therof, as recorded in Plat Book 3 Page 182 of the Public Records of Monroe County, Florida
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration") is made and entered into this [date] day of July, 2017, by Henry Danziq and Shay Danziq, whose principal mailing address is 223 Mohawk St., Tavernier, FL 33070 ("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 Lot 19, Block 2 of Edenaire Subdivision, Parcel ID# 00433720-000000, according to Plat Book 4, Page 32 of the Public Records of Monroe County, Florida.

2. Declarant is the recipient of an affordable residential dwelling unit allocation award on property legally described as Lot 12, Block 4 of Indian Waterways Subdivision, Plantation Key, RE # 00423610-000000, according to Plat Book 4, Page 29 of the Public Records of Monroe County Florida, pursuant to the Village’s Building Permit Allocation System.

3. Declarant is a party to an Agreement authorized by the Village through Resolution No. 17-06-45 which allowed the transfer of the restrictive covenant to the Property.

4. In connection with the allocation award and issuance by the Village of Building Permit # 9901132 (the "Building Permit"), 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 development of 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 developed as a moderate income dwelling unit(s) occupied by moderate income person(s). 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 through November 16, 2020.

5. **Amendments.** All amendments hereto shall be in writing and must be signed by the Declarant, or its respective successors or assigns, and the Villages. 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 immediately upon execution.

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 same by the Village Attorney.
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: HENRY DANZIG
Title: 

Print Name: SHAY DANZIG
Title: 

Print Name: CARLA L. BAHN
Title: 

STATE OF FLORIDA
SS:
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 18th day of July, 2017, by, HENRY DANZIG, who (check one) [x] are personally known to me or [ ] have produced ______________________ as identification.

Notary Public
Print Name: CARLA L. BAHN

My Commission Expires:
STATE OF FLORIDA       )
COUNTY OF MONROE       )

The foregoing instrument was acknowledged before me this 19 day of July, 2017
by,       Shay Danzig, who (check one) [ ] are personally known to me
or [ ] have produced Dr. License as identification.

My Commission Expires:

Notary Public
Print Name: Jenny Fready

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