

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

**DECLARATION OF USE  
FOR AGRICULTURAL ZONED LOT LESS THAN 5 ACRES**

In consideration of the issuance of a building permit, zoning improvement permit or Certificate of Use, as hereinafter described, the undersigned, Owner(s) \_\_\_\_\_, of the property herein legally described, hereby agree and bind myself, or ourselves, and my, or our, heirs, successors and assigns as follows:

The Property known as \_\_\_\_\_ and legally described as Lot \_\_\_\_\_ Block \_\_\_\_\_ Plat Book \_\_\_\_\_ Page \_\_\_\_\_ of the Public Records of Miami-Dade County, Folio \_\_\_\_\_ also describe as (metes and bounds)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In accordance with the public records of Miami-Dade County, Florida shall only be used for the following non-residential agricultural use:

\_\_\_\_\_

I/We agree that this property cannot be used for any residential purpose and may not have a watchman's quarters or farm labor quarters without first obtaining public hearing approval.

**Covenant Running with the Land.** It is further understood and agreed that this agreement shall be deemed a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the owner, their heirs, successors and assigns until such time as the same may be released in writing by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or the executive officer of the successor of such department or, in the absence of such director or executive officer, by his assistant in charge of the office in his absence.

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**County Inspection.** As further part of this agreement, it is hereby understood and agreed that any official inspector of Miami-Dade County or its agents duly authorized, may have the privilege, at any time during normal working hours, of entering and investigating the use of the premises, to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

**Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. 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, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

The Owner understands and acknowledges that, pursuant to Chapter 8CC of the Code of Miami-Dade County, each verified violation of the approved use will result in the issuance of a ticket with a fine of \$500.00 for each day the violation exists. Unpaid fines will become a lien on the property.

[Execution Pages Follow]