

**This instrument was prepared by:**

**Name:**

**Address:**

(Space reserved for Clerk)

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**Declaration of Use**  
**For Donation Collection Vehicle**

In consideration of a **Certificate of Use and Occupancy**, as hereinafter described, the undersigned, Owner of the donation collection vehicle located on the property herein legally described below, hereby agrees as follows:

1. The undersigned is an organization (The Organization) that is incorporated as a not-for-profit organization under the laws of the State of Florida for a charitable purpose and has been declared exempt from the payment of federal income taxes by the United States Internal Revenue Service.
2. The Organization will be operating a donation collection vehicle which will be a non-motorized vehicle.
3. Donations will only be accepted by personnel directly employed by The Organization or authorized volunteers, who will be present at least five days a week (holidays excluded).
4. All operation of the donation collection vehicle, including collection and distribution of donations and proceeds shall only be conducted by The Organization and not a licensee, subcontractor or agent of The Organization.
5. The donation collection vehicle shall be operated in a safe manner, be neat in appearance, well-maintained, free of graffiti, fully painted and shall be buffered from adjacent properties by on-site landscaping, walls or similar screening.
6. The monetary proceeds resulting from the sale of all donations collected at this site shall be used in accordance with The Organization's charitable purpose to benefit persons within the boundaries of Miami-Dade County or outside Miami-Dade County to provide emergency relief for victims of natural, man-made or economic disasters.

The subject property for the donation collection vehicle is:

[f:forms/Declaration of Use for Donation Collection Vehicle.doc (6/23/10)]

Section-Township-Range:

Folio number:

**Declaration of Use  
Donation Collection Vehicle  
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(Space reserved for Clerk)

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On Lot \_\_\_\_ Block \_\_\_\_ of \_\_\_\_\_  
P.B. \_\_\_\_ Pg. \_\_\_\_ of the Public Records of Miami-Dade County, Florida.

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Also known as \_\_\_\_\_  
Miami-Dade County, Florida.

This agreement is hereby made and accepted as a condition of the issuance of a Certificate of Use and Occupancy for the operation of a non-motorized donation collection trailer.

It is further understood and agreed that this agreement shall be 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 or lessee, successors and assigns until such time as the same may be released in writing by the Director of the Miami-Dade County Department of Planning and Zoning, 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.

**County Inspection.** As further part of this agreement, it is hereby understood and agreed that any official inspector of the Miami-Dade County Department of Planning and Zoning or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not the requirements of the 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.

[EXECUTION PAGES FOLLOW]