

This instrument was prepared by:

Name:

Address:

(Space reserved for Clerk)

**DECLARATION OF USE
FOR SALESROOM/SHOWROOM**

In consideration of the issuance of a **Certificate of Use and Occupancy** for the permitted use specified in Section 33-259(69) (Salesroom and Showroom), Code of Miami-Dade County, I, or we, as Owner(s) or Lessee(s) of the property herein described, hereby agree and bind myself, or ourselves, and my, or our heirs, successors, and assigns as follows:

1. The use of a retail sales/showroom shall be incidental and ancillary to the manufacture and/or assembly of _____.
2. The use of the retail sales/showroom shall be limited to sales of merchandise manufactured and/or assembled on the premises.
3. The retail sales/showroom shall not exceed 15% of the total floor area. The attached floor plan entitled _____, prepared by _____, dated _____, establishing how the percentage of use guidelines are being met is incorporated herein by reference and shall not be changed without the prior approval of the Department.
4. A solid wall shall separate the retail sales/showroom area from the remainder of the premises, and prevent public access to the industrial portion of the building.

On Lot ____ Block ____ of _____

P.B. ____ Pg. ____ of the Public Records of Miami-Dade County, Florida.

(Space reserved for Clerk)

Also known as _____
Miami-Dade County, Florida.

This agreement is hereby made and accepted as a condition of the issuance of the above-mentioned Certificate of Use and Occupancy.

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 undersigned, 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 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 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.

[Execution Pages Follow]