



BUILDING, ZONING, & CODE ENFORCEMENT
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HOME OFFICE - CERTIFICATE OF USE

Procedures to obtain a Home Office Certificate of Use

STEP ONE – Fill out **CERTIFICATE OF USE** and **BUSINESS TAX RECEIPT** applications using the primary business address and name.

STEP TWO – Fill out form **DECLARATION OF USE FOR HOME OFFICES** with two witness signatures. (Declaration of use **MUST** be signed by property owner)

STEP THREE – Submit all forms and applications along with a **FLOOR PLAN, ARTICLES OF INCORPORATION**, and a notarized **LETTER FROM THE OWNER APPROVING THE USE** if property is occupied by a tenant.

FEES – The fees for a Home Office Certificate of Use are \$28.50 plus \$36.48 for the inspection and Miami Dade County recording fees of \$20.75. (Total Fee of \$85.75)

STEP FOUR – Payment request for **BUSINESS TAX RECEIPT** will be emailed once the Certificate of Use has been approved. Cost for Business Tax vary depending on the type of business and services.

RENEWAL – **CERTIFICATE OF USE** and **BUSINESS TAX** must be renewed annually prior to September 30th.

****All items and applications must be filled out and submitted at the same time.**

**** Approximately 10 - 14 business day process.**

Certificate of Use Application

Date: _____

Folio: _____

CU#: _____

Business Information

Location Address: _____ Unit/Suite: _____

City: _____ State: _____ Zip Code: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Name of Business/DBA: _____

Corporate Name: _____

Corporate Officer/Owner: _____ Title: _____

Previous Business Name and/or use: _____

Phone Number: _____ Size of Space (Sq. Feet): _____ Number of Employees: _____

Cell Number: _____ Fax Number: _____

Are you sharing spaces with another business? Yes _____ No _____

Will used merchandise be sold on the property? Yes _____ No _____

Describe the type of business: _____

Office Home Office Apt Retail Warehouse Other _____

Applicant's Signature: _____ Date: _____

Signature of application verifies the above information is true and correct. I understand the conditions under which my Certificate of Use is being approved and accepted that no charges or refunds can be made once issued. I am authorized to sign for the business and understand that any misrepresentation of information on this application may result in the revocation of the Certificate of Use. And or possible enforcement action being initiated against the business and or its authorized representatives. I further understand that a separate Certificate of Occupancy is also required and is obtainable from the Building, Zoning and Code Compliance Department.

Departmental Use Only

Inspection Required: Yes No Inspected By: _____

Approved By: _____ Zoning District: _____

Conditions under which approved: _____

Inspection Date: _____ Approval Date: _____

Denied By: _____ Denial Date & Comment: _____

This instrument was prepared by

Name:

Address:

(Space reserved for Clerk)

DECLARATION OF USE

In consideration of the Issuance of a Certificate of Use, as hereinafter described, the undersigned, as Owner(s) of the property hereinlegally described hereby agree and bind myself or ourselves, and my, or our, heirs, successors and assigns as follows:

The property herein described shall be used for: _____

On Lot _____ Block _____ of _____

P.B. _____ Pg. _____ of The Public Records of Miami-Dade County, Florida.

Also Known as (Address): _____

This agreement Is hereby made and accepted as a condition of the Issuance of a Certificate of Use for Home Office

HOME OFFICE FOR RESIDENTIAL ZONES

REQUIREMENTS:

A Home Office is permitted as an ancillary use to all lawful residential uses subject to the following limitations:

- The area of the dwelling unit devoted to a Home Office shall not exceed 200 square feet of the house, including the garage areas. (A garage cannot be used as a Home Office without going through the building permit process to convert the garage into a habitable room).
- The Home Office cannot be from an accessory building or other structure detached from the residence.
- The Home Office use must be conducted by a member of the household residing in the dwelling unit, and no person shall be employed at any time in connection with the Home Office use who is not a member of the household residing in the dwelling unit. (A disabled individual may employ a persona care attendant as necessary to accommodate a Home Office on the site for the disabled person).
- No sign relating to the Home Office may be posted or displayed on the site. No vehicle may display any sign that might serve to indicate that the dwelling unit is being used for a Home Office.
- No Customers, vendors, clients, suppliers, or other patrons shall be served in person on site.
- There shall be no display, manufacturing, distribution, repair, or storage of any type of materials, merchandise, or other products on the premises.
- There shall be no change in the outside residential character of the building or premises as a result of the Home Office use, or any visible evidence of business activity.
- More than one (1) Home Office may be permitted in a dwelling unit if each Home Office complies with all of the above requirements, and that the combined total square footage of all Home Office area in the house does not exceed two hundred (200) square feet.
- An annually renewable certificate of use and occupancy shall be obtained for any Home Office.

Covenant Running with the Land - It is further understood and agreed that this agreement shall be deemed a covenant running with the land 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 Lakes and Zoning Department, 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.

Town Inspection - As further part of this agreement it is hereby understood and agreed that any official inspector of the Town of Miami Lakes 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 violation 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 or in equity or both.

Recording - This Declaration shall be filed of record in the public records of Miami-Dade County, Florida.

Witnesses:

Signature

Affiant's Signature

Print Name

Print Name (Husband)

Signature

Affiant's Signature

Print Name

Print Name (Wife)

Sworn to and subscribed before me on the _____ day of _____,
Affiant is personally known to me or has produced _____
as identification.

Notary Public-State Of _____

My Commission Expires: