



City of St. Cloud
 Building Department
 3900 9th Street
 St. Cloud, Florida 34769
 Phone: (407) 957-7224
 Email: buildingpermits@stcloud.org

FENCE COVENANT AND RESTRICTION

Project Address: _____

RESPONSIBLE PARTY

I, the owner of the property relating to the above referenced address, am signing this Fence Covenant and Restriction as an inducement to cause City of St. Cloud to issue a building permit for my benefit. I represent to City of St. Cloud that I have the authority and power to execute this affidavit as owner of the subject property and acknowledge hereby the following conditions that this permit is issued upon:

- That the fence to be constructed is or may be located within drainage or utility easement dedicated to the public,
- That I will allow unlimited access to the easement area by City of St. Cloud or utility company employees in order that the purposes of the easement may be fully effectuated,
- That, I will not impede or obstruct the City of St. Cloud or utility companies who have rights to the easement area from fully exercising their easement rights,
- I further acknowledge, that fences, walls and gates shall not obstruct the “safe sight distance triangle” as defined in FDOT Green Book, FDOT Index #546 nor closer than three (3’) feet to any street right-of-way. The purpose of this requirement is to provide for visual clearance and traffic safety.
- Fences may not be located closer than five (5’) feet to the front corners of the principal structure,
- The finished side of all fences shall face the street or adjoining property with the support post placed to the inside of the property.
- Fencing shall not exceed thirty-six (36”) inches in height if constructed forward of the building setback line. No fencing shall exceed seventy-two (72”) inches in height. Fences in the front yard shall be a maximum of (36”) inches in height.
- Fences shall not be constructed to impede the drainage or flow of storm water on the property or any adjacent properties.
- The issuances of a permit shall not be construed to mean that the project is in conformance with any specific deed restrictions or restrictive covenants that may be applicable to the property. The applicant is responsible for determining whether any private deed restrictions exist and whether the project is in conformance with such restrictions.
- Affiant further states and acknowledges that they have determined the exact location of the property lot lines and that such fence will not encroach upon the lot lines of adjoining properties, parcels of land, public rights-of-way, or easements. I acknowledge, that an “As-Built Survey” may be required by the City of St Cloud at the owner’s expense, prior to the issuance of a final inspection approval and certificate of completion, if it has been determined by the Building Inspector that the fence, wall, or gate may encroach on adjacent properties, easements, or a public right-of-way. The “As-Built Survey” shall locate the parcel property lines and the fence, wall, or gate to verify its as-built location in relation to the property lines. If any encroachment onto any adjoining property, right of way or easement is found to exist that relocation of the fence, wall or gates will be at my expense entirely and City of St. Cloud will not issue a certificate of completion until the fence, wall or gate is found to comply and no encroachment exists.

- I further acknowledge that if violations are found to exist and are not corrected in a timely manner after notice, code enforcement action will be taken against the property owner in accordance with City of St.Cloud Code of Ordinances.
 - That this document is binding upon my assigns, successors in interest, transferees, heirs, and all similar persons or entities.
 - At anytime, if it is determined by the City, that the structure needs to be demolished to permit City full use of the easement, City shall, in the case of an emergency or immediate need to access the easement area, have the right to remove the Structure and Grantee or Grantee’s assigns, heirs or successors, shall be responsible to City for the costs of said removal. In the event the need to remove Structure is not deemed to be immediate or an emergency by City, the City shall provide to Grantee seven (7) days written notice of the need to remove the Structure. In the event that Grantee fails to timely remove the Structure, then City, without further notice may remove the Structure and Grantee of Grantee’s assigns, heirs or successors shall pay to City the costs of such removal. In either event, if City permits the reconstruction of the Structure, Grantee shall bear the full costs thereof.
 - At all times material hereto, and in any and all manner associated with this agreement or the use of the easement by City, Grantee agrees to hold harmless and indemnify the City from any and all damages, whether or not caused by the City, resulting from or related to the construction of the structure on the easement.
 - Termination. This agreement shall remain in affect unless terminated in writing by City, by operation of law, or upon breach of the conditions by Grantee. In the event of said termination, Grantee shall be responsible to City for the cost of the removal of the structure and the restoration of the easement to its condition prior to the date of this agreement.
 - Remedies, Venue, Attorney Fees. In the event that this agreement is breached, the City expressly reserves the right to pursue any and all available remedies at law, including injunctive relief. The parties agree that venue for any action arising out of this agreement shall be Osceola County, Florida and that in the event of litigation, either actual or threatened, the prevailing party shall be entitled to attorney fees and costs at all levels including appeals.
- **Prior to installation it is the property owners responsibility to obtain approval from any applicable HOA Community Board or Community Design/ Review Board**

Property Owner’s Signature

Printed Name

Date

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this __ day of _____, 20__ by _____, who is personally known to me or who has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed or stamped

Title or rank

Serial number if any