

COVENANTS GOVERNING FENCES

3.2f No structure, except fences, shall be constructed within twenty-five (25) feet from the edge of the canals, lakes or waterways within Surfside Estates.

4.8 FENCES:

4.8a Fence height shall not exceed six (6) feet from grade, and the cumulative height of the grade and height of the fence shall not exceed the height restrictions of the given parcel as referenced in Exhibit A and must have prior approval by the Architectural Committee.

4.8b A fence, hedge, or other vegetation on a corner platted parcel, abutting the street, shall not exceed a height of three (3) feet for a distance of twenty (20) feet from the corner at the intersection.

4.8c Barbed wire, chicken wire, hog wire, single wire, single cable, and electrified fences, or other non-residential fencing materials, are not permitted.

WITH THE SIGNATURES BELOW I CERTIFY ALL ASPECTS OF THE ATTACHED PLANS ARE IN COMPLIANCE WITH ALL PROVISIONS OF THE SURFSIDE HOMEOWNERS ASSOCIATION COVENANTS.

IF PLANS ARE SUBMITTED BY OTHER THAN OWNER:

Name: _____
(Representative /Agent) (Business Name)

Mailing Address: _____
Street

City State Zip

Phone: (____) _____
Signature of Representative/Agent

IF PLANS ARE SUBMITTED BY OWNER:

Signature of Owner

ONGOING AUTHORIZATION TO ENTER ON PROPERTY

The undersigned (the "Owner") hereby represents, agrees and authorizes as follows:

1. The Owner owns Division _____, Block _____, Lot(s) _____ of Surfside Estates (the "Property").
2. The Owner has applied to the Surfside Homeowners Association ("Surfside") for approval for construction or development on the Property (the "Project").
3. The Owner hereby irrevocably grants consent for Surfside employees, members of the Surfside Architectural Committee and other representatives of Surfside to enter onto the Property, now and for the duration of the permit plus 14 calendar days, for inspection related to the Project including, without limitation, whether the Project should be approved, whether the Project as constructed, or as being constructed, complies with the approval granted and with the Covenants of Surfside and whether there is any change to the Project in the future.
4. The Owner hereby releases Surfside, the employees of Surfside, the members of the Surfside Architectural Committee and other representatives of Surfside from any and all liability in any way related to and/or arising out of entry onto the Property pursuant to this Ongoing Authorization to Enter on Property.

Date: _____

Date: _____

SAMPLE PLOT PLAN



