



CITY OF WESTLAKE
Building Department
4001 Seminole Pratt Whitney Road
Westlake, Florida 33470
Phone: (561) 530-5880 www.westlakegov.com

RESIDENTIAL POOL BARRIER AGREEMENT

Address: _____ Date: _____

Section R4501.17.1.1 of the 2023 Florida Building Code – Residential Volume (FBC-R), and Chapter 515, Florida Statutes, requires pool barriers to be installed around the entire perimeter of a pool, spa, or hot tub. In addition to this Pool Barrier Agreement (Agreement), all provisions for the required pool barrier shall be shown on the plans.

I acknowledge that I am aware that all swimming pools, spas, or hot tubs **must be** provided with a compliant barrier which satisfies the applicable criteria contained in Section R4501.17 of the FBC-R and Chapter 515, Florida Statutes.

I, the Homeowner at the above-mentioned address, am requesting to be allowed to utilize a portion of the existing fence on my neighbor’s property located at _____ as part of the required pool barrier for my pool or spa which is not on my property or within my control.

I understand and agree that my neighbor’s existing fence must meet the applicable code criteria and must remain code compliant in order to be accepted as a pool barrier. I further understand that if the barrier should become non-compliant or the neighbor should elect to remove the fence in the future, I am responsible to immediately install a new barrier with appropriate permits.

In the event the City of Westlake is challenged with the respect to the use of my neighbor’s existing fence being used a pool barrier, or a claim for damages are made as a result of such fence barrier being used as a pool barrier, I agree to protect, defend, reimburse, indemnify and hold the City of Westlake, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost damages or causes of action of every kind or character, including attorney’s fees and costs, whether at trial or appellate levels or otherwise from said challenge.

I understand that not having, and not maintaining, a complete barrier around the perimeter of the pool is a violation of Section R4502.17.1 of the 2020 FBC-R, which may be prosecuted.

I agree that this Agreement shall be recorded at my expense in the official Records of Palm Beach County, Florida, within ten (10) days of the date listed above, and that this Agreement shall be a covenant running with the land and be binding upon my heirs, personal representatives, grantees, assigns and successors in interest.

Upon the removal of the pool or spa that is the subject of this Agreement, or upon permitted installation and inspection of a complaint barrier on my property, this Agreement shall immediately and automatically terminate and be of no further force and effect.

Owner's Signature and Date

Owner's Name (Please Print)

STATE OF FLORIDA

The foregoing instrument was acknowledged before me this _____ by

_____, who is personally known to me or who has produced

_____ as identification and who did/did not take an oath.

(Signature of person taking acknowledgement)

(Name of officer taking acknowledgement typed, printed, or stamped.)

SEAL