

305.2.1 Barrier height and clearances. Barrier heights and clearances shall be in accordance with all of the following:

1. The top of the barrier shall not be less than 48 inches above grade where measured on the side of the barrier that faces away from the pool or spa.
2. The vertical clearance between grade and the bottom of the barrier shall not exceed 2 inches for grade surfaces that are not solid, such as grass or gravel, where measured on the side of the barrier that faces away from the pool or spa.
3. The vertical clearance between a surface below the barrier to a solid surface, such as concrete, and the bottom of the required barrier shall not exceed 4 inches where measured on the sides of the required barrier that faces away from the pool or spa.
4. Where the top of the pool or spa structure is above grade, the barrier shall be installed on grade or shall be mounted on top of the pool or spa structure. Where the barrier is mounted on the top of the pool or spa, the vertical clearance between the top of the pool or spa and the bottom of the barrier shall not exceed 4 inches.

305.2.2 Openings. Openings in the barrier shall not allow passage of a 4 inch diameter sphere.

305.2.3 Solid barrier surfaces. Solid barrier surfaces that do not have openings shall not contain indentions or protrusions that form handholds and footholds, except for normal construction tolerances and tooled masonry joints.

305.2.5 Closely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is less than 45 inches, the horizontal members shall be located on the pool or spa side of the fence. Spacing between vertical members shall not exceed 1 ¾ inches in width. Where there are decorative cutouts within vertical members, spacing within the cutouts shall not exceed 1 ¾ inches in width.

305.2.6 Widely spaced horizontal members. Where the barrier is composed of horizontal and vertical members and the distance between the tops of the horizontal members is 45 inches or more, spacing between vertical members shall not exceed 4 inches. Where there are decorative cutouts within vertical members, the interior width of the cutouts shall not exceed 1 ¾ inches in width.

305.2.9 Clear zone. There shall be a clear zone of not less than 36 inches between the exterior of the barrier and any permanent structures or equipment such as pumps, filters and heaters that can be used to climb the barrier.

305.3 Gates. Access gates shall be equipped to accommodate a locking device. Pedestrian access gates shall open outward away from the pool or spa, shall be self-closing and shall have a self-latching device.

305.3.1 Utility or service gates. Gates not intended for pedestrian use, such as utility or service gates, shall remained locked when not in use.

305.3.2 Double or multiple gates. Double gates or multiple gates shall have at least one leaf secured in place and the adjacent leaf shall be secured with a self-latching device. The gate and barrier shall not have openings larger than ½ inch within 18 inches of the latch release mechanism. The self-latching device shall comply with the requirements of section 305.3.3.

305.3.3 Latches. Where the release mechanism of the self-latching device is located less than 54 inches from the grade, the release mechanism shall be located on the pool or spa side of the gate not less than 3 inches below the top of the gate and the gate and barrier shall not have openings greater than ½ inch within 18 inches of the release mechanism.

Please Sign In Agreement With The Statement That Fits Your Request:

I AGREE To Comply With The Pool Barrier Code.

By signing below, I acknowledge that Fence King has provided me with a copy of the Pool Barrier Code AND I furthermore agree to have Fence King build my fence in compliance with the Pool Barrier Code

Signature of Agreement

Date

I DO NOT AGREE To Comply With The Pool Barrier Code.

By signing below, I acknowledge that Fence King has provided me with a copy of the Pool Barrier Code AND I request Fence King to construct my pool barrier using specifications that are non compliant with the Pool Barrier Code. I warrant and acknowledge that I have read and fully understand the foregoing Pool Barrier Code ("PBC") and further acknowledge that my fence/product will not be up to code in accordance with the PBC. I understand that by not complying with the PBC, there may be liabilities attached to my noncompliance. I understand and agree that Fence King will not be liable for any and all violations and noncompliance with the PBC. I accept any and all responsibility and liability for any and all incidents, safety violations, and/or any other acts that result from a non compliant pool barrier. Furthermore, I hold Fence King and all of its representatives harmless from and against all claims and damages, including attorney fees, personal injury claims, property damage or trespass resulting from said pool barrier.

Signature of Agreement

Date