

**2nd Jefferson
HOA Rules and Policies**

TABLE OF CONTENTS

Topic	<u>Page #</u>
<i>Guidelines for Community Living at Second Jefferson Green</i>	
About Your Association	2
Parking / Motor Vehicles	3
Garages	3
Pets	6
Use of the Common Area	7
Noise / Disturbance	9
Uttering & Trash	9
Exterior Appearance / Architectural Control / Alterations and Additions	10
Interior Requirements	11
Landlord & Tenant Compliance	11
Enforcement	12
Payment of Assessments	12
Pool Rules	13

EMERGENCY NUMBERS

Police

Emergency

911

Non Emergency

303-987-7111

Animal Control

303-987-7111

Xcel Energy- Electrical Outage: 1-800-895-1999

Gas Leak or Odor - 1-800-895-2999

West Metro Fire Department

Emergency

911

Non Emergency

303-989-4307

Medical

Poison - Rocky Mountain Poison Center

303-629-1123

Ambulance

911

PROPERTY MANAGEMENT

IPM Residential LLC

8137 Zang Street

Arvada, CO 80005

Ph: **720-526-3330** fax: 303-972-9352

debbik@ipmcolorado.com

for account inquiries: 720-526-3330 X6

for emergency: 720-526-3330 X1

About Your Association

Board of Directors

The Second Jefferson Green Homeowners Association is governed by a Board of Directors currently consisting of 5 homeowners. The Board of Directors enforces the Declarations, By-laws, and other legal documents of the Association. They manage the financial affairs of the Association, present the budget to members, develop policies and are responsible for addressing both the current and future maintenance and replacement needs of the Community.

The Board meets once each month. Homeowners are encouraged to attend. A special portion of the agenda is set aside to allow owners and residents time to communicate with the Board. Contact the management company for information on the dates and times of meetings.

Professional Manager

Our Association has hired a professional manager to handle our day-to-day business affairs. The Manager is responsible for carrying out the directives and policies of the Association. The Manager administers all accounting functions of the Association, preparation of financial statements, collection and disbursement of funds, preparation of checks for Board Signature, and administration of the delinquency policy. The Manager also oversees contracts, schedules maintenance and repairs, provides professional recommendations to the Board of Directors, and acts as a liaison between the Association and our various contractors, advisors and members.

The Manager is the primary contact for homeowners who may have questions about the Association, their account, need to place a maintenance request, or report a violation. The management company for Second Jefferson Green is IPM Residential, LLC. Their address is 8137 Zang Street Arvada, CO 80005 Debbi D. King is our property manager and her email [address is debbik@ipmcolorado.com](mailto:debbik@ipmcolorado.com).

The Association carries liability and property damage coverage on the Common Area. This insurance covers the exterior of the buildings, which are maintained by the Association, as well as the interior structure portion of the units.

Homeowners, whether they are residents or landlords, are encouraged to purchase a "homeowner" policy to further protect the interior of the unit against fire or other losses which may be the responsibility of the owner. This insurance should include a Loss Assessment Clause which protects the homeowner by providing a portion of the loss assessment charged by the HOA to cover capital repairs or replacements caused by natural disasters such as wind and hail damage. If the homeowner is a resident, this insurance also protects their personal belongings. Tenants are encouraged to purchase a renter's policy to cover their personal belongings.

Maintenance Responsibilities

Association- The Association is responsible for maintaining the Common Area (concrete, asphalt, pool/cabana, landscaping, snow removal), and the exterior of the buildings, (roofs, gutters, exterior building surfaces [excluding glass], garage interiors, overhead doors, and garage locks). The Association maintains any common (used by more than one unit) sewer or

water lines, the electrical service up to and including the meter box, Common Area lighting, and common lighting fixtures in the garages.

Homeowner- Homeowners maintain the interior of their homes, plus the three-foot rock-covered area around their home reserved for gardening. Homeowners are also responsible for windows, entry doors, water plumbing lines, sewer, and electrical lines that serve an individual unit. Owners are responsible for the maintenance and servicing of air conditioning equipment and pads, service lines and electric garage door opener systems.

RULES AND REGULATIONS

1.0 PARKING/MOTOR VEHICLES

- 1.1 Two vehicle parking spaces are allowed for each unit; one garage space and one outlying space marked with the unit number. The outlying space is reserved for use by the resident or guests of the unit number in that space. If both parking spaces are in use by a unit, all other vehicles connected with that unit should be parked on the street.

Parking shall be in designated marked spaces only. No parallel parking is allowed. Vehicles parked in outlying spaces shall not impede or prevent ready access to other parking spaces, garage doors, fire lanes, and sidewalks. Parking is for residents and their guests only.

- 1.2 Guest/Visitor Parking - there are some parking spaces in the complex marked as guest parking. Most of the parking lots do not have these "extra" spaces, however, a couple of them do. If these spaces are available for those visiting up to one day, guests may park there. If they are not available, guests should use the parking space reserved for the unit they are visiting, or park on the street.

- 1.3 Fire Lane/No Parking Areas - No vehicle shall be parked in a designated "Fire Lane," including areas directly in front of garage overhead doors. Parking is not allowed in designated "No Parking" areas or areas marked by red curbing. The Fire Lanes and No Parking areas are marked for the purpose of keeping the parking lots clear for emergency vehicles, as such, vehicles parked in violation of this rule may be towed without notice at the owner's expense and/or may be subject to penalties and fines imposed by the West Metro Fire District and/or the City of Lakewood if the vehicle has to be moved from these areas during emergency situations. Vehicles in violation of this rule can/should be reported to the Management Company with the make/model of the vehicle and the license plate number.

Vehicles at no time may be parked or driven on the sidewalk, lawn or landscaped areas. Vehicles in violation of this rule can/should be reported to the Management Company with the make/model of the vehicle and the license plate number.

Damages to property and the Common Area from vehicles shall be the expense of the vehicle owner.

- 1.4 Recreational or Commercial Vehicles.
No commercial or recreational vehicles, including but not limited to trailers, mobile homes, detached camper units, utility and boat trailers, snowmobiles, race cars, water craft or horse trailers shall be parked, kept stored, or maintained on the Common Area or driveway.

The following "recreational vehicles" are permitted in assigned space: Mini motor homes not exceeding 4 tons in weight or 23 feet in length, camper units/camper shells mounted on a pickup truck not exceeding 3½ tons in weight or 23 feet in length, and conversion vans not exceeding 3 tons in weight or 19.5 feet in length.

"Commercial vehicle" is defined as any vehicle used for commercial purposes with a weight of greater than 3½ ton and a length greater than 18.5 feet.

limited reasonable access is permitted for commercial vehicles providing services to residents or the Association, i.e. moving vans, delivery vehicles, contractor vehicles, etc. Care should be taken in the parking of these vehicles to continue to provide emergency access and access for other residents.

1.5 Abandoned or inoperable vehicles of any kind shall not be stored on any portion of the Common Area. "Abandoned or inoperable vehicle" shall be defined as follows:

- a. A vehicle without current license or emissions sticker.
 - b. A vehicle with a flat tire or missing wheel.
 - c. A vehicle not driven under its own propulsion for more than two weeks.
 - d. A Vehicle in a condition that renders it not drivable.
- Such vehicles may be stored in a resident's garage.

1.6 No vehicle shall be parked, stored, or maintained on the property that constitutes an "eyesore" which may negatively affect the overall appearance of the Community.

No vehicle may be driven, parked, stored, or maintained in a condition that causes damage to the Common Areas, i.e. vehicles with oil, fuel or fluid leaks.

1.7 The Association shall allow limited vehicle maintenance with the following restrictions:

- a. Minor repairs such as:
 - (1) Repair or changing of tires.
 - (2) Washing or cleaning of the vehicle(s) is permitted in accordance with the restrictions put out by the Denver Water Board. Hoses must be disconnected from the outside faucet and stored away from the Common Area immediately following the car washing process.
 - (3) Adding fluids. Owner is responsible for cleanup of garage floors and drive areas of any spilled fluids.
 - (4) Adding accessories (stereos, radios, lights, striping, etc.)
 - (5) Minor tune-ups.
 - (6) Minor carburetor adjustments. AT NO TIME WILL THE VEHICLE BE ALLOWED TO RUN for a time period or in a fashion that would allow exhaust to accumulate in the garage area or negatively affect the air quality for surrounding residents.
 - (7) Brake overhaul or replacement
- b. The following repairs are expressly forbidden:
 - (1) Engine overhaul or replacement
 - (2) Carburetor overhaul or replacement
 - (3) Transmission overhaul or replacement
 - (4) Differential overhaul or replacement
 - (5) Body work or vehicle painting
 - (6) Oil changes or lube jobs

(7) Major tune-ups.

1.8 Residents, guests and invitees shall operate their vehicles at a safe speed not to exceed 5 mph taking into account the conditions of the driveway and residents nearby.

1.9 Towing.

The following vehicles will be towed away immediately at the vehicle owner's expense:

Vehicles obstructing traffic, snow removal or trash collection or parked in a drive lane;

Vehicles obstructing access to any Garage Unit, or surface parking spaces except when properly parked therein;

Vehicles parked in posted "No Parking" zones;

Vehicles blocking access to fire hydrants or otherwise violating fire code or health and safety laws; and

Vehicles parked in landscaped areas.

The following vehicles will be given one (1) warning and then will be towed in 72 hours at the vehicle owner's expense:

Inoperative vehicles;

Vehicles without current registration; and

Vehicles parked in reserved spaces assigned to someone else.

2.0 GARAGES

2.1 Each homeowner is designated one-fourth of the common garage for a motor vehicle along with the locked storage bin.

2.2 Partitions to divide the space are not permitted. Storage of personal belongings is allowed underneath the locked storage areas, but may not impede access to the balance of the garage. No storage shelving may be placed or installed between vehicle spaces or attached to the ceiling of the garage without the prior approval of the Board of Directors. Stored items may not be hung from the ceiling of the garage.

2.3 It is the responsibility of the owner to keep their assigned area of the garage clean of debris and an accumulation of used articles. If a complaint is received regarding the condition or use of a garage the Association may inspect and follow up on the concern at any time.

2.4 Automatic garage door openers may be installed by joint understanding of the owners sharing a garage door. Letters of each owner's consent to the automatic garage door opener should be issued to the management office. Openers must be 1/2 HP or larger. All openers installed must meet UL standards. Any damage to the garage door or garage framework caused by the installation or operation of the door opener shall be the joint responsibility of those owners using the door. All assigned residents must have access via the opener system if one is installed, and must have information for obtaining/ replacing the garage door openers, if needed.

2.5 NO large electrical appliances (refrigerators, freezers, large power tools, etc.) will be allowed to be operated in the garages.

- 2.6 No excessive noise or activities that would result in the disturbance of the peace or enjoyment of other residents shall be allowed in garage areas. Use of power tools is permitted during normal business hours or no later than dusk, weather permitting.
- 2.7 See Section 1.8 on Vehicles regarding auto repair in garages.
- 2.8 Hazardous materials such as paint products, automotive chemicals and any and all flammable fluids MUST be stored in their original containers and labeled appropriately for the safety of all residents, especially children. All materials stored must meet the City of Lakewood codes for safety.
- 2.9 Any items located in the common garage areas are the personal responsibility of the owner. Any damages resulting from personal items stored in the garage are the responsibility of the owner.
- 2.10 Locks to the garage entry and overhead doors are provided and maintained by the Association. These garages are shared by all owners/tenants of that building, and all must have access. Therefore, owners or tenants may NOT change the side garage door lock. If there is a problem with the lock or the resident does not have a key to the side door, the Management Company should be contacted immediately for a replacement lock or key.
- 2.11 Garage doors are to be closed and LOCKED at all times when not in use. Damage to plumbing pipes caused by freezing due to open doors will be the responsibility of those assigned to use the door.
- 2.12 The walk-in doorway must remain unobstructed and accessible at all times.
- 2.13 IT IS PROHIBITED TO RUN OR WARM VEHICLES IN THE GARAGE or surrounding area due to possible carbon monoxide poisoning of the residents of the penthouse.
- 2.14 No person may sleep or otherwise reside in any garage at any time.

3.0 PETS

- 3.1 Dogs, cats and other domestic animals are allowed in the unit interior. No exotic pets are permitted as they may be a health and/or safety hazard to other residents. Many unusual pets carry viruses. Pets are not permitted inside the pool area or the cabana. Pets are permitted in the garage area or Common Area only when on a leash and accompanied by a responsible person. Owners of large pets must be especially vigilant in cleaning up after their animals because both HOA fines and City of Lakewood fines will be imposed. All residents have the responsibility to notify the Manager of infractions. (They will remain anonymous.)
- 3.2 Owners must use good judgment in how many pets they own. Please be aware that excess pets may be a nuisance to your neighbors and may create additional sanitation issues in our common areas. The HOA recommends that *off-site* owners include a clause in their lease detailing if and how many pets a tenant may have.

- 3.3 When in the Common Area, pets shall be under the direct control of a responsible adult by means of a leash not more than ten (10) feet long.
- 3.4 Pets shall not be tethered at any time.
- 3.5 Pets shall not be left unattended on any common area, porch, deck, balcony, or in the 3-foot rock area assigned to the unit.
- 3.6 The person responsible for the pet shall prevent the pet from barking or otherwise behaving in a manner disturbing to the neighbors' rest or peaceful enjoyment of their home or the Common Area.
- 3.7 Pet owners are responsible for damage caused by the pet to others' property (the three-foot section around the perimeter of units) and to landscaping in the Common Area. Solid waste must be removed immediately and disposed of in Pet Station containers or in dumpsters. Violations can/should be reported to the Management Company with the violators' name and/or unit number and the date and time of the infraction.
- 3.8 Each person who owns or is in control of a pet within the Community shall be personally liable for any injury or damages caused by the pet to others, their property, or the Common Area.
- 3.9 Any Second Jefferson Green resident or guest who keeps a pet within the Community shall be deemed to have agreed to indemnify the Association, each of its Members, and its agents from any loss, claim or liability of any kind or character whatsoever arising by keeping such pet.

4.0 USE OF THE COMMON AREA

- 4.1 No permanent clotheslines are allowed. The HOA allows the use of collapsible clothes drying racks. The racks must be placed within the three-foot perimeter of the unit, on the deck or the penthouse balcony and be removed promptly when clothes are dry. They may not be left out overnight. Equipment, trash containers, or other stored articles shall be kept within the residence or assigned garage area so that they are concealed from the view of neighboring residences, streets and driveways. Snow shovels may remain next to the unit's entrance for convenience during the snow months. They must be removed to the garage by May 1st of each year to maintain the pleasant appearance of the community.
- 4.2 DUE TO INSURANCE POLICY AND FIRE DEPARTMENT REGULATIONS, THE STORAGE AND/OR USE OF ANY TYPE OF BARBEQUE GRILL OR HIBACHI IS PROHIBITED ON DECKS AND PENTHOUSE BALCONIES. GAS GRILLS MAY BE USED ONLY ON CONCRETE SURFACES AND AT LEAST TEN (10) FEET FROM ANY COMBUSTIBLE STRUCTURE. CHARCOAL GRILLS ARE PROHIBITED ANYWHERE IN THE COMMUNITY. The first infraction of this rule will result in a \$200 fine without prior notice to owner/tenant. The second infraction will result in a \$400 fine. Landlord and tenant both will be fined, so it is imperative that landlords ensure tenants are aware of this rule. In addition, if an infraction occurs, the Manager will notify the City of Lakewood Fire Marshall, and city fines may also be imposed.

- 4.3 Penthouse balconies shall not be used as storage areas for non-patio type items. Items may not be draped or hung over the balcony railing or attached to the walls adjacent to the balcony.
- 4.4 An area within 3 feet of the building is permitted for gardening and homeowner improvement, as long as a border is installed to separate this area from the balance of the common area. Flowers and small shrubs are permitted without application to the HOA. However, permanent installations such as decks, awnings and trees must have prior approval by submitting an Architectural Improvement Application to the Board. This application form may be obtained by requesting one from the Management Company. Maintenance of the three-foot easement around the perimeter of each unit is the responsibility of the owner/occupant. This includes the removal of weeds, trash and pet waste. Hoses must be kept within the easement and not in the common area. Any damages to the building, irrigation system, or the Common Area caused by improvements within this 3-foot easement are the responsibility of the owner.
- 4.5 Tree climbing and rock throwing are forbidden anywhere in the Common Area.
- 4.6 All crawl space vents must be closed and hoses removed from outside faucets during the fall and winter months to prevent freezing and **damage to** pipes.
- 4.7 Entrances and walkways shall be kept in good condition that is pleasing to the community image. Doors and screen doors, door jambs and steps shall be kept in good repair, including repainting and repairing when necessary. No unused items, garbage containers or bicycles shall be stored outside the front door. Tricycles and a reasonable amount of children's toys are permitted. Cigarette butts must be removed and not kept outside in an unsightly container. Please be considerate of your neighbor's open window when smoking outside your front door. As of May 1, 2010, no artificial covering shall be allowed on stairs or sidewalks. If these areas are in disrepair, please notify the Management Company.
- 4.8 As of May 1, 2010, no new trees may be planted in a unit's three-foot easement due to possible root damage to the building's foundation. Requests to remove a shrub, vine, tree, or pruning of any of this vegetation may be made to the Management Company.

5.0 NOISE/DISTURBANCE

Thoughtfulness for neighbors should always be a major consideration. City of Lakewood codes and ordinances will be used as a guideline for enforcement of this regulation.

- 5.1 No resident shall make or permit any disturbing noises in or around his residence, nor permit any acts by himself, his co-residents, guests, or invitees that would interfere with the rights, comforts, peaceful existence, or convenience of other residents.
- 5.2 The sound volume of televisions, stereos, radios, tape, or other sound systems shall at all times be kept to a level that avoids disturbance to neighbors. Interior placement of such electronic equipment shall consider neighbors close by.

- 5.3 No advertising sign (except one of not more than five square feet "For Rent" or "For Sale"), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on the premises.

Such signs may be placed in a window or may be erected on standard real estate sign posts and placed in the 3-foot easement outside the residence.

Owners' individual security systems may employ the use of one exterior identification sign of not more than 1 foot square. Such sign shall be placed within the unit's 3-foot limit for personal use. Window decals identifying the security system are permitted, but are limited to one small decal per window.

- 5.4 Homes in Second Jefferson Green are designated for residential use, including uses which are incident thereto. The only business, commercial or professional purposes permitted are those meeting applicable zoning and regulations for the property, and which do not display external evidence of the business, and which cause no unreasonable inconvenience to other residents of the Community or damage to the buildings or Common Area.

6.0 LITTERING & TRASH

- 6.1 No trash, ashes, refuse, debris, or Cigarettes shall be deposited or left on the properties by any owner, his family, tenants, friends, invitees, except in designated trash depositories provided.
- 6.2 Hazardous materials, furniture, appliances, and oversized items may not be placed in or next to trash dumpsters. Owners may arrange for special pickup of these items through the Association's Management Company. Charges for special pickups will be the responsibility of the owner.
- 6.3 Residents shall not place or accumulate trash and trash containers outside residences including penthouse balconies at any time.

7.0 EXTERIOR APPEARANCE/ARCHITECTURAL COMPLIANCE/ALTERATIONS & ADDITIONS

The Association governs the exterior appearance of the property through establishment of architectural guidelines and policies. Owners wishing to improve the exterior of the property must submit the appropriate application and information to the Architectural Control Committee for approval.

The following regulations and procedures have been established to encourage a uniform, well-maintained property appearance:

- 7.1 No exterior additions to, alterations of, improvements of, or decorations of the residence (including window bars, awnings, canopies, shutters, skylights, air conditioners, or other additions that alter the external appearance of the structure), nor changes in landscaping, or the other structures shall be started or constructed without prior written approval from the Board of Directors of the Association.

7.2 Cable TV, satellite dishes, telephone, radio or TV antennae wiring connections or apparatus are NOT permitted to be installed by the owner, his contractor or agent on the exterior of the building without prior approval in writing from the Association. Dishes will not be allowed to be installed on the roof or the siding.

The owner is responsible for damage to the building, siding, or other surfaces resulting from unapproved or improper installations.

7.3 Residents and their contractors or agents shall not attach by means of nails, screws, or fasteners of any type any signs, objects, decorations, improvements or other installations which would perforate the siding or steel trim surfaces. Owners shall be liable for damages to those surfaces. Repair or replacement of these surfaces to maintain the warranty and to provide an acceptable surface appearance will be made by the Association and will be the financial responsibility of the appropriate owner. The owner will be notified in advance of such repairs.

7.4 Residents will not allow the sidewalks in the Common Area, especially those allowing access to and from the townhouse units and the garages, to be obstructed by the placement or storage of items or personal belongings on or around the sidewalk.

7.5 Maintenance and replacement of entry doors, storm doors, windows and window screens are the owner's responsibility. Application must be made to the Board of Directors or an appointed Architectural Control Committee prior to any replacement of doors and windows. Owners agree to keep entry and storm doors, windows, awnings and screens in good repair and appearance. Proper window coverings must be in place, clean from the outside and in good repair. Poster, cardboard, blankets, reflective coverings, aluminum foil, sheets or newspapers are not considered proper window coverings.

7.6 No garage sales may be conducted on the premises unless it is a community sale authorized by the HOA.

8.0 INTERIOR REQUIREMENTS

8.1 Smoke Detectors - Due to stricter insurance codes, ALL homeowners are required to install smoke detectors in their unit. There should be one in the kitchen area and one near the bedrooms.

9.0 LANDLORD AND TENANT COMPLIANCE

9.1 Owner agrees to present the tenant with a copy of the Rules and Regulations at the time the lease is signed. A copy may be requested from the Management Company. Owner agrees to require compliance with the legal DOCUMENTS of Second *Jefferson Green* as part of any lease agreement and include that failure by the renter to comply with the terms of these documents will be cause for default under the lease. Owners will be held liable for violations and fines assessed because of tenants and/or guests not abiding by the Rules and Regulations of Second *Jefferson Green*.

9.2 Landlord is responsible for providing each new tenant with a side garage door key. If the landlord does not keep his own copy and does not retrieve the key from the former

tenant, landlord may request a duplicate key from the Management Company for a charge of \$25 for each key requested.

9.3 Landlord is responsible for providing each new tenant with the pool card key. If the landlord does not retrieve the pool card key from the former tenant, the landlord must contact the Management Company to replace the key at the cost of \$25.

9.4 Owner must provide the Management Company with names and phone numbers of each new tenant for use by the Association in case of an emergency.

10.0 ENFORCEMENT

The Association encourages the neighborly approach first to communicate with another resident with respect to a violation of the rules and regulations. Residents requesting action regarding rules violations must submit such complaint in writing to the Management Company, stating the specifics of the complaint.

The following procedures are established to inform residents and encourage their compliance with the Rules and Regulations:

First Violation- letter sent to owner (and resident when applicable) stating the specifics of the violation and setting forth the required time of correction.

Second Violation or non-response to the first notice of violation will result in a fine. Further violations will result in escalated fines and/or loss of privileges.

11. PAYMENT OF ASSESSMENTS

Payment of all assessed fines, monetary penalties, or damages will be in accordance with the Association's established collection policy.

11.1. All Association fees are due on the first day of each month. All Association fees are late if not paid by the 10th day of each and every month.

11.2. Late fees will be charged as follows:

1. The 11th day of each month - \$10 plus \$10 for billing and collection charges will be assessed.
2. After 60 days in arrears - the delinquent account will be turned over to the attorney for collection, and a lien may be filed.

11.3. All costs of collection, billing and legal fees become the responsibility of the Owner. Reimbursement to the Association is mandatory.

These resolutions may be altered in the future at the discretion of the Board Members.

12.0 POOL RULES

MEMBERS ONLY; The pool is for the use of Second Jefferson Green residents and their guests only. Guests are limited to 4 per resident at any one time and Must be accompanied by the resident.

- 2 Children under the age of 15 must be accompanied by a responsible person, at least 18 years of age or older at all times. Parents are responsible to determine the skill level of their children and guests before allowing them to swim at the pool without adult supervision.
- 7 NO large flotation devices permitted In the pool area
- 8 NO glass in the pool area.
- 9 NO pets in the pool area.
- 10 NO excessive noise. shouting or objectionable language.
- 11 NO games that interfere with others' use of the pool.
- 12 NO running in the pool area
- 13 NO climbing on or over the fence or gates. This is considered Breaking and Entering Residents observing this behavior should notify the City of Lakewood Police and the Management Company IMMEDIATELY.
- 14 NO jumping or diving from the ladder handles.
- 15 Swim attire ONLY in the pool.
- 16 SWIM DIAPERS ONLY. NO cloth or disposable diapers.
17. No alcoholic beverages, glass containers or drugs are allowed in the pool area. Observers of such should contact the police and the Management Company IMMEDIATELY.
- 18 Persons having infections, diseases, open sores, bandages, cuts, or recent vaccinations are not permitted in the pool.
19. Pool doors shall not be kept ajar by any object or person.
20. Pool is open from Memorial Day through Labor Day. Pool hours are from 9:00 a.m. to 9:00 p.m.
21. Violations of the above rules may result in fines as well as suspension of use of the pool.

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Karen Wildenstein, President

Date