



**Residency  
Rules and  
Regulations**

# THE BIRCHES CONDOMINIUM ASSOCIATION

## Residency Rules and Regulations

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# THE BIRCHES CONDOMINIUM ASSOCIATION

## RESIDENCY RULES AND RESTRICTIONS

Statement of Purposes and Restrictions of Condominium Use. The Condominium is intended for residential use and the following provisions, together with the provisions of the Condominium Bylaws and Rules, are in furtherance of this purpose:

1. Each unit shall be occupied and used only for private residential purposes by the Owner and his family, or by tenants or guests of the Owner, except for such limited professional use as the Board, upon application of an Owner, from time to time may authorize as not being incompatible with the residential character of the Condominium. The occupancy and use of the Unit shall be in accordance with the Merrimack Zoning Ordinance and other applicable municipal ordinances. This restriction shall not be construed to prohibit owners from leasing their units so long as the tenants occupy and use the units in accordance with these provisions and any restrictions imposed by the Board.
2. The common area shall not be used in a manner which is inconsistent with the residential character of the Condominium. No one shall obstruct, commit any waste in or otherwise cause any damage beyond reasonable wear and tear to the common area and anyone causing such damage shall pay the expense incurred by the Board in repairing it; and nothing shall be stored in the Common area without the prior written consent of the Board. Nothing shall be altered, constructed in or removed from the Common areas without the prior written consent of the Board.
3. No noxious or offensive use shall be made of any part of the Condominium and nothing shall be done therein which is or will become an annoyance or nuisance to other owners. No use shall be made of any part of the Condominium which will constitute a fire hazard or which will result in the cancellation of insurance on any part of the Condominium or which is in violation of any law, ordinances or governmental regulation applicable thereon. No use shall be made of any part of the Condominium which will increase the rate of insurance on the Common area without prior written consent of the Board.
4. No owner shall place or operate registered or unregistered vehicles, mobile homes, manufactured housing, recreational vehicles (snowmobiles, ATV's, etc.) or trailers within Common areas without the written consent of the Board.

(Excerpted from The Birches, A Condominium, Declaration of Condominium, Section F., page 4)

# THE BIRCHES CONDOMINIUM ASSOCIATION

## ASSESSMENT PENALTIES FOR RULES VIOLATIONS

WHEREAS, Article II, Section 1 of the By-Laws empowers the Board to adopt and amend rules concerning the condominiums which rules shall be furnished in writing to all owners, and not to be violated, and,

WHEREAS, infractions and violations of the Association's Condominium Declaration, By-Laws, Resolutions and Rules occur by residents in the Condominium, despite frequent attempts by the Board of Directors and the Property Manager to resolve said infractions,

NOW THEREFORE BE IT RESOLVED that violations of the following Articles, By-Laws, Resolutions and Rules (listed below and hereto attached) shall be subject to a structure of assessment penalties for failure of compliance by residents and owners:

- Declaration of Condominium, Section F., page 4, Residency Rules and Restrictions

The structure of assessment penalties for failure to adhere to and comply with the aforementioned Declaration, Articles, By-Laws and Rules are as follows:

First offense	\$ 25.00, plus costs, with the right to appeal to the Board for dismissal, for any violation occurring no more than once in a one year period.
Second offense	\$ 50.00, plus costs.
Third offense	\$ 100.00, plus costs.
Fourth offense	\$ 250.00, plus costs.

Owners in receipt of a notice of violation letter shall have seven (7) days from the date indicated on said letter to correct or resolve said violation and be in compliance with the rule(s). In the event the infraction continues to exist at the expiration of the seven (7) day period, the next level of penalty shall be applied, and so forth until said condition of rule infraction comes into compliance. In addition, the Board may elect to seek legal and court-enforced assistance in an effort to resolve a condition of violation of the Association's Declaration, By-Laws, Residency Regulations and Rules, etc. as herein listed. All costs associated with ensuring compliance with any of the aforementioned Articles, By-Laws or Rules shall be assessed against the owner of the unit where the infraction exists.

Failure by an owner who has received notice of violation of the aforementioned rules to pay an assessment penalty within thirty (30) days of the date of the penalty letter, shall result in: a lien being recorded on the owner's property, implementation of late payment penalties, legal fees, court fees and responsibility for any and all costs associated with the collection of said assessment penalty.

The implementation of a penalty under this Policy is subject to the receipt of a signed, written, complaint listing such specific information as dates, times, and names and addresses of any eye witnesses. For noise disturbances, a fine will only be assessed on any additional offense when written notification is received accompanied by a police report. Owners who wish to appeal the accusation(s) and/or assessment penalties stated within a notice of violation, should refer to Rule or Fine Disputes. All decisions rendered by the Board of Directors shall be considered final.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## LATE FEE POLICY<sup>1</sup>

A \$30.00 Late Fee will be posted to any account reflecting a balance owed on the 15<sup>th</sup> of each month.

Accounts that reach or exceed two months fees in arrears shall be forwarded to the Association's legal representatives with instructions to file suit for collections.

Balances exceeding \$2,000.00 shall be forwarded to legal representatives with instructions to pursue a sheriff's sale on the Unit in default of payment.

## RETURNED CHECK POLICY<sup>2</sup>

- The first time a check is returned for insufficient funds, a service charge of twenty-five dollars (\$30.00) will be assessed.
- The second time a check is returned for insufficient funds, an additional service charge of twenty-five dollars (\$25.00) will be assessed and all future payments to the account must be in the form of a bank check, money order, or cash.

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<sup>1</sup> Amended January 2014

<sup>2</sup> Effective January 2014

# THE BIRCHES CONDOMINIUM ASSOCIATION

## RULE OR FINE DISPUTES

For any instance where a homeowner wishes to dispute a rule or associated fine, whether it is directly related to them or to the Association as a whole, the unit owner has the option of presenting their concerns in writing to the Board.

No single member of the Board will make any decisions that fall within the scope of the responsibility of the Board as a whole, as defined in the Association's documents.

Any homeowner disputing a rule or a fine levied against their unit may present their dispute or concern to the Board by the following process:

1. Unit Owner must indicate their concern, dispute and/or request for a hearing by the Board in writing and mailed to:

Board of Directors, Birches Condominium  
c/o Resolution Property Management  
7 Bernards Rd.  
Merrimack, NH 03054

2. The Board through the Managing Agent will then schedule a time and place for such presentation of concern or dispute hearing.

After hearing the concern or dispute, the Board will then meet to review the facts and render a decision. The unit owner will be advised of that decision within fifteen (15) days.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## ORDER OF APPLICATION OF FUNDS RECEIVED FROM UNIT OWNERS

As funds are received from Unit Owners, they will be applied in the following order:

1. Outstanding special assessments, if any.
2. Outstanding fines and attorney fees, if any.
3. Outstanding late fees, if any.
4. Monthly Association fees.

### **Note**

Funds received from the Unit Owners are applied to the oldest unpaid assessment(s) first regardless of category of assessment or intent referenced on the check or in any communication by the Unit Owner.

Therefore, the entire balance due must be received by the close of the "grace" period, the 10th day of any month, in order to avoid assessment of a late charge.

Late fees apply to outstanding fines, attorney fees, special assessments, and condominium dues which become late by fifteen (15) days.<sup>1</sup>

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<sup>1</sup> Amended July 12, 2007

# THE BIRCHES CONDOMINIUM ASSOCIATION

## PERSONAL PROPERTY ON THE COMMON AREA

In accordance with the Governing Documents of the Birches Condominium Association, personal property is not allowed to be stored or otherwise kept on the Common Area when not in use.

In instances where it is noted that a unit owner/resident has left personal property on the Common area when not in use, or is storing personal property on the Common area, the following process will be followed until such time as the item(s) are no longer on the Common area:

1. Letter will be forwarded to the resident, copy to owner if different, advising them of the Rule violation and ask they remove the item no later than a specified date.
2. If the item is not removed by the specified date, the unit owner will be fined at a rate of \$10.00/day per violation.

In addition, the Board of Directors reserves the right to have the item(s) removed from the Common Area at the respective unit owner's expense and stored at the respective unit owner's expense.

### Outdoor Grills

- Outdoor grills may be stored and used on the Common Area.
- The use of any outdoor grill on, under, or within ten feet of any structure is prohibited.
- Grills must be attended by an adult at all times while in use.

### Open Burning<sup>1</sup>

- Open burning is not permitted on the property at any time.

### Limited Common Area

- No firewood may be stored on the deck or in the storage shed.
- No birdfeeders may be kept on the deck; birdseed attracts squirrels, which can cause damage to the buildings.
- No grills or stoves of any kind may be stored or used on the deck<sup>2</sup>.

### Seasonal Decorations<sup>3</sup>

- Seasonal decorations may be displayed up to one month before and should be removed no later than one month following the date of the holiday.
- For the December holidays, outdoor lights may not be displayed (turned on) after one month and must be taken down by March 1<sup>st</sup>.

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<sup>1</sup> Amended July 12, 2007

<sup>2</sup> Amended August 2016

<sup>3</sup> Amended March 30, 2007

# THE BIRCHES CONDOMINIUM ASSOCIATION

## VEHICLE AND PARKING RULES

**WHEREAS** Exhibit 1, Section 4 (G) of the Declaration for the BIRCHES, A CONDOMINIUM, states that the Board of Directors is empowered to adopt and amend, from time to time, Condominium Rules concerning the use of the The Birches, A Condominium and various parts hereof, which rules shall be furnished to the owners and which rules shall not be violated, and

**WHEREAS** unregistered, non inspected, inoperable and immobile vehicles are unsightly and offensive, and can impede, Fire and Emergency vehicle passage, snow removal, lawn maintenance, street sweeping, seal coating, pavement repairs, and increase the maintenance therein, and

**WHEREAS** it is necessary to further clarify and establish a policy and rules for the use of the parking facilities of The Birches, A Condominium,

**NOW, THEREFORE, BE IT RESOLVED:** That the following rules concerning vehicles and parking be adopted:

1. No unregistered, non inspected, inoperable or immobile vehicle will be permitted in The Birches, A Condominium. A notice will be placed on the offending vehicle to the effect that it must be registered and inspected within seven (7) days or be removed from The Birches, A Condominium property.
2. No vehicle shall impede the free passage of ANY vehicle on or through the roads, streets, driveways, or parking lots of The Birches, A Condominium.
3. No vehicle shall impede ANY maintenance operations or procedures. Unit owners and residents shall be notified of impending maintenance operations at least seven (7) days in advance, EXCEPT SNOW REMOVAL. Notification may be made via a hand-delivered and/or mailed notice, and/or published notification in the Association's newsletter.
4. Parking is not permitted on Summit Road unless permission has been obtained from the Property Manager or the Board of Directors.
5. **No vehicle is allowed to park on the grass** or any other landscaped common area within The Birches, A Condominium.
6. No recreational vehicles, i.e. boats, campers, trailers, or ATV's will be allowed to be parked in The Birches, A Condominium other than for overnight loading and unloading without written consent from The Board or Property Management.<sup>1</sup>
7. Overnight parking of motor vehicles with an empty weight of more than 5,000 pounds is not permitted.<sup>2</sup>
8. Any resident who owns or leases a commercial or professional vehicle must register the vehicle with the Property Manager and consult the Board as to a suitable location for overnight parking.
9. There are no assigned parking spaces other than the Unit garage and driveway.

**NOW, THEREFORE, BE IT FURTHER RESOLVED:** That the Board of Directors and Management shall be authorized to assess a fine of \$50.00 per occurrence, plus any other related costs, and Management shall be authorized to remove any offending vehicle after a seven-day notice is posted to said vehicle (except snow removal), at the expense of the unit owner responsible for said vehicle.

**NOT WITHSTANDING ANY OF THE FOREGOING**, the implementation and application of this Resolution is subject to the provisions set forth in Rules or Fines Disputes Policy of The Birches, A Condominium.

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<sup>1</sup> Amended April 9, 2009

<sup>2</sup> Amended April 10, 2008

# THE BIRCHES CONDOMINIUM ASSOCIATION

## PETS AND PET VIOLATION FINES<sup>1</sup>

In addition to the provisions and pet requirements of the Town of Merrimack:

1. Household pets will be allowed with permission of the Board.
2. Household pets must be registered with the Property Manager.
3. Pets **MUST** be leashed and physically under the control of the pet owner or caretaker at all times when outside. No dog runs are allowed.
4. Pet owners or caretakers must clean up after pets. All waste must be properly disposed of in trash receptacles at the pet owner or caretaker's Unit.
5. Further pets **MUST NOT**:
  - a. be allowed to create noise
  - b. be tied to trees, decks, or other structures
  - c. be allowed in the tennis court or pool enclosures
  - d. be allowed to foul the Common Area or around tree lines
  - e. in any way create a disturbance or unpleasantness
6. The Board reserves the right to withdraw its consent to have or keep a pet at any point. In each case, the pet must be removed upon request of the Board of Directors.
7. Each owner will hold the Board harmless against loss or liability for any actions of Unit Owner pets or pets of their tenants within the Condominium.

In addition, for any violation of this rule reported to Board or Managing Agent in writing, the following warnings and fines assessed may be imposed for violations taking place within one year:

First Offense:           \$100.00 fine, plus costs<sup>2</sup>

Second Offense:        \$250.00 fine, plus costs.

In instances where damage has been noted to have been caused by any pet, the owner of the Unit where the pet is maintained shall be assessed for all costs associated with damage to the Common Area and in enforcing this rule.

All residents and owners of the Birches Condominium are additionally authorized by the Board of Directors to contact the Merrimack Animal Control officer to report any dog loose on the Common Area and ask that the dog be removed from the Birches property.

**Note:** predatory animals (coyotes, fisher cats, and fox) may be present on The Birches property from time to time and can pose a danger to domestic cats. Residents with cats are advised to keep them indoors, particularly at night.

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<sup>1</sup> Amended July 12, 2007

<sup>2</sup> Amended March 10, 2016

# THE BIRCHES CONDOMINIUM ASSOCIATION

## SWIMMING POOL USAGE<sup>1</sup>

1. Access to pool and pool enclosures is restricted to residents of the Birches Condominium Association and their guests.
2. Such guests must be accompanied by an adult resident of at least 18 years of age; additionally, guests are limited to not more than three (3) per unit unless previously approved by the Board or Managing Agent.
3. Residents must have their pool key at all times when using the pool or being in the enclosure. (A key is required both to enter and to exit the pool enclosure.)
4. Children under fourteen (14) must be accompanied by an adult resident at least 18 years of age; such adults are responsible for insuring the children they accompany comply with pool rules.
5. A warm water shower is available and must be used prior to using the pool.
6. This rule is a *firm* requirement to meet directives of the requirements for a healthy, non-bacterial environment for swimming enjoyment:  
Children in diapers, or otherwise not toilet trained, are absolutely not allowed in the pool.
7. Air mattresses, floats, ball or other toys are not allowed in the pool with the exception of floatation devices used specifically by young children learning to swim and only when closely supervised by an adult. Small toys (under 6" at *any* end) are not allowed in the pool enclosures.
8. Loud noise (at a level bothersome to other residents and their guests), excessive splashing (including onto deck area), foul or abusive language or conduct are not allowed.
9. NO diving, running, pushing, shoving or otherwise excessive rough-housing is allowed.
10. Pool hours are 9:00am to 9:00pm. However, pool may also be closed at any time during this period, to meet maintenance requirements when unavoidable. Note that these hours allow for appropriate chemical treatments for pool maintenance.
11. Pool gates must be kept latched and locked at all times.
12. Absolutely no alcoholic beverages, no glass bottles, jars, etc. are allowed in the pool enclosure at any time.
13. **Animals are not permitted in the pool or pool enclosure.**
14. Swimming is permitted in bathing suits only; no shorts, cut-offs, etc., are allowed.

### Penalties for Pool Rule Violations:

For any violation of the above rules observed by, or reported to the Board, the Managing Agent, or any authorized user of the pool, the Board may levy a fine of up to \$50.00 for each violation against the Unit owner and remove pool privileges.

Also, in cases of damage or loss caused by the unit owner, their residents or guests, the cost of repair or replacement to any area of the pool, pool enclosure or furniture will be charged to the responsible unit owner.

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<sup>1</sup> Amended July 12, 2007

# THE BIRCHES CONDOMINIUM ASSOCIATION

## CHIMNEY INSPECTION AND FINES

Once yearly, between May 1 and November 1, all units having a fireplace, whether or not having been used since the previous inspection period, shall be inspected at Unit Owner cost. The Owner is responsible for coordinating such inspection, and for providing proof of completion by forwarding a copy of the inspection report to the managing agent, to be received not later than November 1, with a grace period of not more than fifteen (15) days for such receipt by managing agent.

As of the 16<sup>th</sup> day of November, any Unit failing to provide such proof of inspection shall be assessed a fine equal to \$25.00 per month until such proof of inspection has been received by the managing agent.

### **Gas Inserts**

Owners of Units with gas insert fireplaces are not required to have the chimney inspected, but must notify the managing agent of the gas insert, annually, in lieu of a chimney inspection report.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## STACKING OF FIRE WOOD

All residents are allowed the delivery and use of firewood under the following terms and conditions.

1. Stacking of firewood is ONLY allowed:
  - a. at the edge of the woods within closest proximity of the unit, or
  - b. inside the garage at owner/residents own risk.
2. Firewood stacked in the common area at the edge of the woods shall be stacked neatly and in straight rows not exceeding five feet (5 ft.) in height.
3. Stacking of firewood by the exterior siding of any building, on any lawn or landscaped area, on decks or within enclosed shed, in the driveway or street is strictly prohibited.
4. Upon receiving a delivery of firewood, owner/resident shall complete stacking the firewood as outlined herein within seven (7) days.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## FIRE SPRINKLERS

In the event that any unit should be equipped with a sprinkler system, nothing shall be hung from the sprinkler comprising a part of the system, nor shall any such sprinklers, wiring or components be painted, covered, or otherwise changed, tampered with or altered.

Prior to any alteration, amendment, modification or change thereof, he/they will submit such alteration, amendment, modification or change to the Merrimack Fire Department for approval and agrees to comply with all domestic sprinkler requirements of said Fire Prevention Office. The unit owner (or resident if not the same) shall also be required to notify the Board of Directors of any such alteration, amendment, modification or change proposal.

**Since these systems are contained in the individual units, the maintenance of these systems is the responsibility of the unit owner.** These systems were designed to contain antifreeze. The antifreeze must be tested annually to determine that the proper level of freeze protection is in place. In addition, each individual unit's system should be flow tested to verify that the alarms are operating properly.

Each individual unit has a separate flow switch that will operate the alarm for that unit in the event a sprinkler activates, but there is a main riser in one of the end units in each of the buildings. Therefore, all units in one building would need to be tested at the same time and would require simultaneous access to each.

The company that initially installed these systems is Life Safety Fire Protection, Inc. If you have one of these systems in your unit, it is necessary to coordinate with your neighbors and contact Life Safety directly to schedule before the freezing weather sets in and the potential for interior unit damage increases. They can be reached at 877/433-3300.

Therefore, once yearly, between May 1 and November 1, all units having a sprinkler system, shall be inspected at Unit Owner cost. The Owner is responsible for coordinating such inspection, and for providing proof of completion by forwarding a copy of the inspection report to the managing agent, to be received not later than November 1, with a grace period of not more than ten (10) days for such receipt by managing agent.

As of the 11<sup>th</sup> day of November, any Unit failing to provide such proof of inspection shall be assessed a fine equal to \$10.00 per month until such proof of inspection has been received by the managing agent.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## SNOW REMOVAL PARKING INSTRUCTIONS

### PROCEDURES:

When a storm is likely:

- Park your vehicle in your garage.
- Park any vehicle that cannot be garaged about two feet from the front of your garage door—this is to allow room for the shovelers to pass. **DO NOT PARK at the street end of your driveway.**
- No owner or resident shall instruct the snow removal crews regarding snow removal. The snow removal company has been advised to take direction only from a member of the Board of Directors or Resolution Property Management. If you are experiencing problems with the snow removal job, please contact Resolution Property Management at 424-1480.

Please be considerate of other residents and do not park on the street obstructing or opposite anyone's driveway (so they can back out of their driveway without being concerned about hitting or negotiating around your vehicle).

If you do not move out of your driveway, your neighbor's driveway will not be able to be plowed to its full width and length because of the potential for the plows to slip or slide and damage a vehicle is too great.

**Any vehicle interfering with snow removal from streets or driveways and not moved for the plows will be subject to towing, without any further notice, at the owner's expense<sup>1</sup>.**

Neither the snow removal contractor, the Management Company nor the Board can monitor walks and driveways 24 hours per day for icy spots that develop between storms. Each resident should purchase a container of ice melt (calcium chloride) at a grocery or hardware store and use it as needed on their own walk, steps, and driveway for icy spots that may develop between storms due to melting and re-freezing. **Please Do Not Use Rock Salt on concrete surfaces as it causes the concrete to deteriorate.**

A typical condition of the New England winter climate is that weather changes very quickly. Temperatures can rise and fall frequently, giving cause for sudden icy conditions to develop even if the surface was previously bare. All residents and guests are strongly advised that they have a responsibility to use extreme caution at all times when walking and driving within the property during the winter season.

**The Birches Condominium Association, its Board of Directors and Resolution Property Management, LLC will not be held liable for injuries that occur as a result of weather conditions.**

It is imperative that we follow the procedures outlined above. Otherwise, the contractor will not be able to complete the job he has been asked to do. The result will be narrow passageways, reduced parking space and unhappy residents (especially if your vehicle had to be towed). Please be aware of snow removal activity following a storm and, if necessary, contact a neighbor to alert them that the area is about to be plowed.

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<sup>1</sup> Amended April 8, 2010

# THE BIRCHES CONDOMINIUM ASSOCIATION

## SNOW REMOVAL PROCESS AND PRIORITIES

In order to maximize snow removal and cleanup efforts, a process has been established with our snow removal contractor relative to what will be plowed first, second, etc. We would appreciate if all residents understand and cooperate with the following process.

### Roadways and Parking Areas

During a storm, weather conditions permitting, the following order of priority will be in effect for the plowing of roadways and parking areas:

- Once a level of 1" has been reached, snow plowing will begin to clear all roadways so as to allow passage to public streets immediately adjacent to the Birches property.
- During heavier storms (6" or more), and after streets have been cleared to passable condition, an initial pass will be made of all driveways that are free of vehicles. In addition, the contractor will begin clearing the walkways prior to the end of the storm and once again after the storm has subsided.

The day following a storm, full plowing and shoveling will be completed as follows:

- Plowing of vacant driveways will begin not later than 8:00am. Contractor will alert residents of the need to move vehicles by honking horns, ringing doorbells, etc.
- Walkways/stairs should be passable for residents to walk from their unit to their vehicles not later than 7:00am when storms have ceased during the night. Clearance to the full width of the walkways and stairs will be completed not later than 24 hours following the storm.
- Mail boxes will be kept accessible from both front and back, particularly prior to an anticipated mail delivery (generally between the hours of 11:00am and 2:00pm).
- The Contractor will return to the property one day after the clean-up operation to fully clear any areas where vehicles were parked during the clean-up.

Note that when an effort to clear parking areas begins on any street, residents must move their vehicles to a plowed area so as to allow for this phase of snow removal. The snow removal truck will honk horns to assist residents in knowing that they are there and beginning snow removal on that street or section of the street.

Note also that the order of plowing the various streets will vary from storm to storm so that no street is always first, always second, always last, etc.

**Melting and freezing:** Please be aware that following any significant snow storm, melting and night time freezing may take place. Therefore, all residents are encouraged to walk and drive carefully. We also recommend that all residents purchase a container of ice melt (calcium chloride) for icy spots that may develop on the walks and steps. **Please Do Not Use Rock Salt on concrete surfaces as it causes the concrete to deteriorate.**

**Important:** Any resident noting a particularly icy condition on the streets or Summit Road due to melting and re-freezing, etc, should contact Resolution Property Management at 424-1480 so that they can coordinate appropriate sanding.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## DECK ENCLOSURES

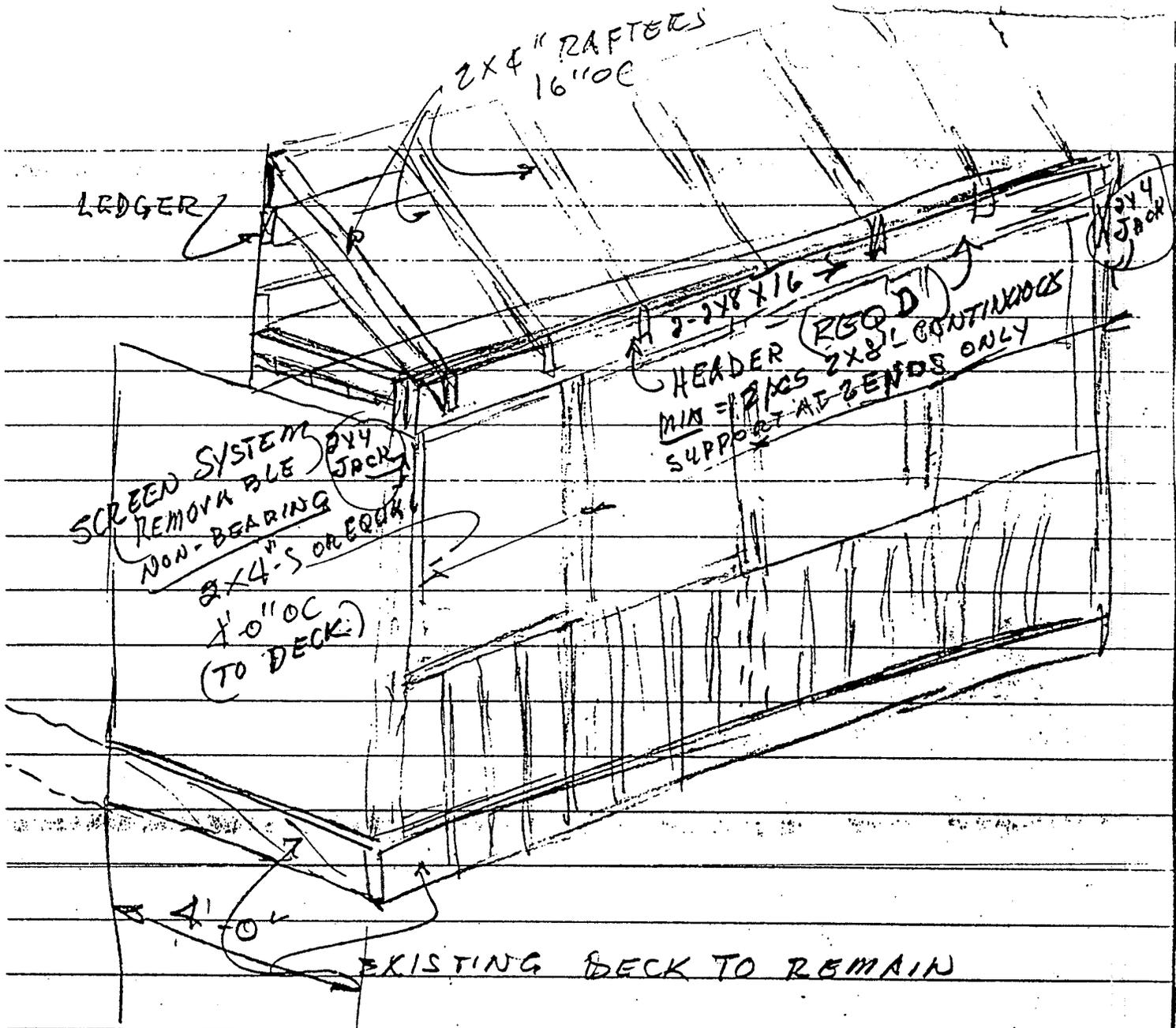
Existing open decks may be enclosed with the written approval of the Board of Directors under the following terms and conditions:

1. Only the pre-approved plans (see attached) will be considered or approved.
2. The costs are assumed by the Unit Owner.
3. All maintenance and repair responsibility for the enclosed areas of the deck or those which can only be accessed through the interior of the unit shall become the responsibility of the Unit Owner.
4. Deck repairs and replacement obligations of the Association are limited to the original deck components accessible from the exterior of the deck.
5. A building permit from the Town of Merrimack must be received prior to construction commencement. They will ask for a letter of approval from the Association prior to issuance of the permit.
6. A copy of the building permit must be forwarded to the Managing Agent.
7. The Unit Owner is responsible to ensure that the contractor retained to do the work has all appropriate insurance coverage including but not limited to liability and worker's compensation.
8. In the event construction commences prior to meeting these Rules/Provisions, the Association reserves the right to mandate that the deck enclosure be removed within a period of time as defined by the Board.
9. The Unit Owner shall assume responsibility for all insurance coverage associated with the deck enclosure including liability, property damage coverage, etc.

### **To request and receive approval to construct a deck enclosure:**

- The requesting unit owner must submit a written request to the Board via the Managing Agent.
- The Board will review the request at their next scheduled Board meeting, generally held once monthly.
- Only requests confirming intent to use the pre-approved plans (see attached) will be considered.
- Shortly after the Board meeting, a written approval, if granted, will be forwarded to the Unit Owner.

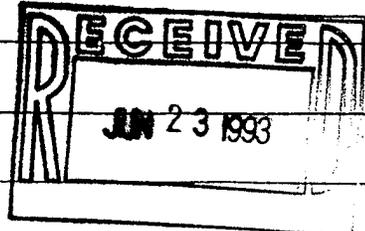
In the event any deck enclosure is required to be removed for safety reasons, or as directed by a court of law, it shall be removed at the expense of the Unit Owner on record of which it serves.



- Add Roof and Screen System to existing Cantilever Deck -

The Burches Condo Project Only  
 Merrimack N.H.

Approved 6/19/93 Date



Building Inspector Maurice J. [Signature] Signer

# THE BIRCHES CONDOMINIUM ASSOCIATION

## TRASH DISPOSAL

The Birches Condominium has curbside trash pickup service.

Trash is collected every Friday morning by an independent trash disposal company hired by the Birches.

All residents are to place their trash at the end of their driveway, in tied trash bags or inside plastic trash barrels with secured lids. Barrels should be marked with the Unit address, so that they can be returned if blown away on windy days.

All trash is to be put out no later than 7:00 AM on the collection day. **DO NOT PUT TRASH BAGS OR BARRELS OUT BEFORE 7PM THE NIGHT BEFORE.** Trash barrels are to be kept inside other than on collection days and are not to be stored outside.

Trash bags or barrels must not be placed behind vehicles or obstructed in any way to hinder accessibility to the trash collection crews, i.e. not behind snow banks, vehicles, etc.

Furniture, appliances, mattresses, bedding, etc. will not be removed as part of the curbside service. Disposal of these items must be arranged by and at the expense of the respective resident.

**Special pickup:** contact Resolution Property Management at 424-1480 to inquire about special pickup arrangements.

**Recycling:** trash pickup service does not include recycling. Residents of the Birches may obtain a permit at Merrimack Town Hall and use the recycling facilities at the Transfer Station on Lawrence Rd.

# **THE BIRCHES CONDOMINIUM ASSOCIATION**

## **CRITTER TRAPPING AND REMOVAL FROM UNITS**

The Association is responsible for patching and/or repairing identified point of entry into a unit by critters such as squirrels. However, no such repair can be scheduled until the Unit Owner has insured the appropriate trapping or removal of the critter(s) from the Unit. Validation of such removal shall be by Critter Control (424-7452) or other such pest removal vendor.

All associated costs and scheduling for trapping and removal shall be borne by the Unit Owner.

Further, in the event that it is determined that the critter had not been removed and so makes its way back into the unit after the repairs have been completed, the Unit Owner will be responsible for the cost of the subsequent repair(s) required.

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## INSTALLATION OF SATELLITE DISHES

The mounting of satellite dishes on the building are allowed **ONLY UPON PRIOR WRITTEN APPROVAL** of the Board of Directors. The following is the process to follow if you wish to install a satellite dish:

1. Send a letter to the Board of Directors requesting approval to install a satellite dish. The letter should be mailed to:

Birches Condominium  
c/o Resolution Property Management  
7 Bernards Rd.  
Merrimack, NH 03054

The letter should include the following:

- a. The proposed location where you would like to mount the satellite dish
  - b. The size of the dish (measurement of diameter)
2. Upon receipt of the request for installation, the Board will view the area where it is proposed to be located.
3. The criteria for installation will include, but not necessarily be limited to, the following:
    - a. The dish must be mounted in an inconspicuous way so it is least noticeable.
    - b. The dish must be mounted on the Unit to be serviced and not on a neighboring Unit in the building.
    - c. The dish must be one meter or less in diameter.
    - d. Mounting will not be allowed on the roofs.
    - e. No exposed wires from the dish are allowed. (The wires must be run out of sight and not left dangling or hanging.)
    - f. You will be responsible for all common area repairs as a result of the installation and for the removal of the dish prior to the sale of the Unit.
4. The approval process will take approximately thirty (30) days from the receipt of the request.
5. If a dish is installed without prior written approval of the Board, the owner will be required to take it down. If you have any other questions regarding satellite dish installations, please call Resolution Property Management at 424-1480.

# THE BIRCHES CONDOMINIUM ASSOCIATION

## STORM DOOR INSTALLATIONS

Any owner wishing to install a storm door, must install a door that closely resembles the same style, color, and look of the storm doors that are on the majority of the doors of the other units in the building in which they live.

If there are any questions with regard to which style door to purchase and install, the owner should contact the Property Management Company for the Birches.

The Unit Owner is responsible for:

- a. Purchase and installation of the door and all associated costs
- b. All appropriate repair, maintenance, and replacement costs associated with said door

Once installed, the storm doors may not be removed unless approved by the Board via the Property Management Company in writing.

A storm door that closely resembles the same style, color, and look of the storm doors that are on the majority of the doors of the other units in the building in which you live.

### Colors

Adams:	White	Lynn:	White	Vanden:	White
Burberry:	White	Plasic:	White	Wellington:	White
Joston:	White	Rollins:	White	Winrow:	Brown

Any installation of a storm door in conflict with this policy may result in the owner being required to remove the door. If not removed within 10 days of the date of such request, the Board of Directors reserves the right to remove the door at the respective Unit Owner's expense.

# THE BIRCHES CONDOMINIUM ASSOCIATION CLUBHOUSE RENTAL AGREEMENT AND RULES

As an owner in good standing of The BIRCHES COMDOMINIUM ASSOCIATION

Unit (address) \_\_\_\_\_

I (name) \_\_\_\_\_, am requesting the use of

the Clubhouse on (date) \_\_\_\_/\_\_\_\_/\_\_\_\_ from the hours of \_\_\_\_ am/pm to \_\_\_\_ am/pm  
(not later than 11:00 pm)

For the following purpose: \_\_\_\_\_

There will be \_\_\_\_ people attending (not to exceed 49, per Fire Marshall)

I do \_\_\_\_ do not \_\_\_\_ (mark one) request approval for parking on Summit Road during the event.

I may be reached during the day by phone at: \_\_\_\_\_

In renting the Clubhouse, I agree to the following:

1. **Rental rate is \$75.00** per event, plus **\$100 security deposit**. **Two separate checks** will be made payable to The Birches Condominium Association and **delivered to the Property Manager at least one week prior to the event**. The security deposit will be returned, less any appropriate deductions, not later than seven (7) business days following the function.
2. The Clubhouse must be vacated by no later than 11:00pm. **Maximum occupancy is 49 persons**.
3. No decorations may be stapled, glued, taped, or tacked to any surface. I will ensure that the Clubhouse is left in a clean and vacuumed condition.
4. Cleanup will be accomplished during the times listed for daytime parties and not later than 10:00am the next day for evening functions which end at 11:00pm.
5. No trash will be left at the Clubhouse, but will be brought back to my Unit for disposal during normal trash pickup times.
6. Contact Resolution Property Management at 603-424-1480 to arrange pickup and drop off of the clubhouse key.
7. **I understand that this Agreement does NOT include use of the swimming pool. Guests shall not go out to the pool area.**
8. No vehicle is allowed to park on the grass or any other landscaped Common Area.
9. Rentals are confirmed only upon receipt of the rental fee and security deposit.
10. No smoking is allowed in the building and outdoor smoking waste will be removed as part of the cleanup.
11. No alcohol may be served except by a caterer or bartender who is licensed and insured to do so. Proof of insurance, listing The Birches as an Insured, should be mailed or emailed to the Property manager.

The undersigned owner who reserves The Birches Clubhouse hereby agrees to defend and indemnify The Birches Condominium and Resolution Property Management, LLC from any and all claims which arise from any injury or damages suffered by said owner/resident or any third persons or their property occurring as a result of the reserving owner's use of the premises.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
On behalf of the Association

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Key Number: \_\_\_\_\_ Date Returned \_\_\_\_\_ Deposit Returned \_\_\_\_\_