

INDIAN ROCK VILLAGE
CONDOMINIUM ASSOCIATION

MERRIMACK, NEW HAMPSHIRE

**CONDOMINIUM
POLICY
RESOLUTIONS,
RULES
AND
REGULATIONS**

Managed By: Great North Property Management Inc, 636 Daniel Webster Highway, Merrimack, NH 03054

INDIAN ROCK VILLAGE CONDOMINIUM ASSOCIATION POLICY RESOLUTIONS AND RULES

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**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION I**

Declaration Restrictions

- a) An Owner shall not occupy or use his Unit or permit the same, or any part thereof, to be used or occupied for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's lessee or guests, except that Declarant may use one or more Units as a Condominium Sales Office and/or Model Unit and/or as an office for Declarant's business; provided, however, that Declarant's sale of all Units, including any Unit used as an office by them, shall extinguish this exception. Two (2) bedroom units shall be occupied by no more than Five (5) persons and Three (3) bedroom unit by no more than Six (6) persons. The provisions hereof are subject to the rules, regulations and ordinances of the Town of Merrimack and further subject to the laws of the State of New Hampshire.
- b) All furniture, fixtures, furnishings and equipment in the Units shall not be considered part of the Common Areas and Facilities and shall be the property of the Unit Owner, except for plumbing or electrical facilities, if any, servicing more than one Unit and/or water and sewer facilities which service more than one Unit,
- c) There shall be no obstructions of the Common Area or Limited Common Area. Except in the case of the designated storage areas, nothing shall be stored in or upon the Common Area or in the Limited Common Area without the prior consent of the Board of Directors.
- d) Nothing shall be done or kept in any Unit or in the Common Area which shall increase the rate of insurance in the Common Area without prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area or which would be in violation of any law. No waste will be permitted in the Common Area.
- e) No sign of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors, except for "for sale or lease" signs of Declarant and/or office and model Unit signs of Declarant. Any such sign shall in all cases conform to the Town of Merrimack sign ordinance.
- f) No animals, livestock or poultry of any kind shall be kept in any Units or in the Common Area without the express written permission of the Board of Directors. No animal shall be allowed to run free on the Common Area. If any animal is kept by any Unit Owner, with the consent of the Board of Directors, such Unit Owner shall see to it that such animal does not soil the Common Area and shall see to, and be liable for, removing from the Common Area any debris or waste of such animal. The Board of Directors shall not grant permission for the keeping of other than household dogs, cats or caged birds or pets not required to be placed or kept outside of the Unit.
- g) No noxious or offensive activities shall be carried on in any Unit, or in the Common Area; nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners
- h) Nothing shall be altered or constructed or removed from the Common Area except upon the written consent of the Board of Directors.
- i) There shall be no violation of the rules for the use of the Units, or Common Area, as adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors are authorized to adopt such rules. The initial rules and regulations are attached hereto as Appendix B.
- j) An Owner shall not paint or otherwise decorate or change the appearance of any portion of any of the buildings, other than interior portions of the Unit, without the written permission of the Board of Directors.

k) Entire Units may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No room may be rented separately. No unit may be rented for less than one (1) year.

l) No unit in any building shall be leased, sold or occupied until the owner thereof shall, have received an occupancy permit for that said Unit in accordance with the Zoning Ordinance and Building Code of the Town of Merrimack. Prior to lease, sale or occupancy of any on Unit within a building which is considered a structure containing contiguous attached Units (semi-attached buildings are not to be considered contiguous units), all such Units within said structure shall be constructed to the point that all interior walls and partitions are covered by sheetrock; the floors shall be in condition ready for tiling, linoleum, carpeting or other finish flooring; and all plumbing and electrical wiring shall be complete except for the installation of finished fixtures.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION II**

DUE PROCESS PROCEDURE & RULES AND REGULATIONS

WHEREAS, Appendix A, Article I, Section D of the Indian Rock Village Declaration By-Laws empowers the Board to enforce and adopt rules and regulations for the use of the common area, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not 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 Management to resolve said infractions,

NOW THEREFORE BE IT RESOLVED that, violations of the following Article, 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:

- Article V, Sections (a), (c), (d), (e), (g), (h), (j), and (k) of the Declaration (pages 8 and 9)
- Article XI, Section 2. b. (page 15)
- Appendix B, Condominium Rules 1 through 11 and 13 through 16 (pages 38,39 and 40)

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

First offense	Will receive a warning letter and seven (7) days to comply.
Second offense	Will receive a violation letter along with a \$25.00 fine and seven (7) days to comply.
Third offense	Will receive a violation letter along with a \$50.00 fine and seven (7) days to comply.
Fourth offense	Will receive a final violation letter along with a \$100.00 fine monthly until in compliance.

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 Resolution is subject to the receipt of a signed written complaint. Owners who wish to appeal the accusation(s) and/or assessment penalties stated within a notice of violation, may request a review by the Board of Directors. This appeal must be made in writing to the Board of Directors. Upon review of the evidence set forth in the appeal, the Board may render a decision to deny the appeal or schedule a Due Process Hearing. This Due Process Hearing shall serve to review all components of the complaint (correspondence, evidence, testimony of witnesses, plaintiffs, etc.). A Covenants Committee of no less than three (3) impartial members may be formed to conduct the Due Process Hearing. In the event

volunteers for a Covenants Committee cannot be organized by the Board of Directors, the Board of Directors shall serve in the capacity of the Covenants Committee. Upon completion of the review of all evidence regarding the case, the Covenants Committee shall present a written recommendation to the Board of Directors regarding the request for appeal. It shall remain the option of the Board of Directors on whether or not to uphold the recommendation of the Covenants Committee regarding the appeal. The final decision of the Board of Directors regarding the appeal will be made in writing to the party requesting said appeal. All decision rendered by the Board of Directors shall be considered final.

Adopted by the Board of Directors, November 24, 1992. Book 5407 Page 1254

Excerpt from DECLARATION OF CONDOMINIUM OF INDIAN ROCK, A CONDOMINIUM (Book 3350 Page 0828 through Book 3350 Page 0830)

IV. DESCRIPTION OF LIMITED COMMON AREAS AND FACILITIES AS REQUIRED BY RSA 356B: 161(e).

The Limited Common Areas and Facilities are the bituminous concrete access to the garage in each unit, which shall extend from the boundary of the Unit to the Common Drive servicing the other Units in the building, to the extent such limited Common Area services more than one Unit, it shall be deemed to pertain to the Units which it serves; provided, however, that each such Unit shall exclusively use only such portion as shall provide access between the Unit garage and Common Area. Such Limited Common Areas shall be maintained by the Association, as a common expense.

There are no other Limited Common Areas and Facilities at this time. However, the Declarant reserves the right to create such Limited Common Areas within the Convertible Land as set forth in Article XLX of this Declaration.

V. STATEMENT OF PURPOSES, USE AND RESTRICTIONS, AS REQUIRED BY NEW HAMPSHIRE RSA 356-13:16-I(h).

The Units, Common Area and Limited Common Area shall be occupied subject to the following restrictions:

- (a) An Owner shall not occupy or use his Unit or permit the same, or any part thereof, to be used or occupied for any purpose other than as a private residence for the Owner and the Owner's family or the Owner's Lessee or guests, except that the Declarant may use one or more Units as a Condominium Sales Office and/or Model Unit and/or as an office for the Declarant's business; provided, however, that Declarant's sale of all Units, including any Unit used as an office by them, shall extinguish this exception. Two (2) bedroom units shall be occupied by no more than Five (5) persons and Three (3) bedroom units by no more than Six (6) persons. The provisions hereof are subject to the rules, regulations and ordinances of the Town of Merrimack and further subject to the laws of the State of New Hampshire.
- (b) All furniture, fixtures, furnishings and equipment in the Units shall not be considered part of the Common Areas and Facilities and shall be the property of the Unit Owner, except for plumbing or electrical facilities, if any, servicing more than one Unit and/or water and sewer facilities which service more than one Unit.
- (c) There shall be no obstructions of the Common Areas or Limited Common Area. Except in the case of the designated storage areas, nothing shall be stored in or upon the Common Area or in the Limited Common area without the prior consent of the Board of Directors.
- (d) Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance in the Common Area without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area or which would be in violation of any law. No waste will be permitted in the Common Area.

- (e) No sign of any kind shall be displayed to the public view on or from any Unit without the prior consent of the Board of Directors, except for the "for sale or lease" signs of Declarant and/or office and model Unit signs of Declarant. Any such sign shall in all cases conform to the Town of Merrimack sign ordinance.
- (f) No animals, livestock or poultry of any kind shall be kept in any Units or in the Common Area without the express written permission of the Board of Directors. No animal shall be allowed to run free on the Common Area. If any animal is kept by any Unit Owner, with the consent of the Board of Directors, such Unit Owner shall see to it that such animal does not soil the Common Area and shall see to and be liable for, removing from the Common Area any debris or waste of such animal. The Board of Directors shall not grant permission for the keeping of other than household dogs, cats or caged birds or pets not required to be placed or kept outside of the Unit.
- (g) No noxious or offensive activities shall be carried on in any Unit, or in the Common Area; nor shall anything be done therein which may become an annoyance or nuisance to the other Unit Owners.
- (h) Nothing shall be altered or constructed or removed from the Common Area except upon the written consent of the Board of Directors.
- (i) There shall be no violation of the rules for the use of the Units, or Common Area, as adopted by the Board of Directors and furnished in writing to the Owners, and the Board of Directors are authorized to adopt such rules. The initial rules and regulations are attached hereto as Appendix B.
- (j) An Owner shall not paint or otherwise decorate or change the appearance of any portion of any of the buildings, other than interior portions of the Unit, without the written permission of the Board of Directors.
- (k) Entire Units may be rented provided the occupancy is only by the lessee and his family, its servants and guests. No room may be rented separately. No units may be rented for less than thirty (30) days.
- (l) No Unit in any building shall be leased, sold or occupied until the owner thereof shall have received an occupancy permit for that said Unit in accordance with the Zoning Ordinance and Building Code of the Town of Merrimack. Prior to lease, sale or occupancy of any one Unit within a building which is considered a structure containing contiguous attached Units (semi-attached buildings are not to be considered contiguous units), all such Units within said structure shall be constructed to the point that all interior walls and partitions are covered by sheetrock; the floors shall be in condition ready for tiling, linoleum, carpeting or other finish flooring; and all plumbing and electrical wiring shall be complete except for the installation of finished fixtures.

Excerpt from DECLARATION OF CONDOMINIUM OF INDIAN ROCK, A CONDOMINIUM (Book 3350 Page 0834 through Book 3350 Page 0835)

XI. MAINTENANCE, ALTERATION, IMPROVEMENT AND MAGEMENT.

Responsibility for the maintenance of the Condominium Parcel and restrictions upon the alterations and improvements thereof shall be as follows:

1. By the Association. The Directors shall maintain, repair and replace:
 - a. All portions of the Common Area and Facilities not included within the Units as defined in Article II. All repairs shall be at the Association's expense except as hereinafter set forth.
 - b. All pipes, conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in a portion of a building maintained by the Association, and all such facilities contained within a Unit which service part or parts of the building other than the Unit within which it is contained.
 - c. All incidental Damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.
2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

- a. To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association.
 - b. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building.
 - c. To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.
3. Unit Alteration and Improvement. Except as otherwise reserved to the Declarant, neither a Unit Owner nor the Association shall make any alterations in the portions of a building which are to be maintained by the Association, nor remove any portion thereof, nor make any additions thereto, nor do anything which may jeopardize the safety or the soundness of a building without the written approval of the Board of Directors of the Association. A copy of plans for all such work, prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.
4. Common Areas, Alteration and Improvement. After completion of the improvements included within the Common Areas which are contemplated by this Declaration or performed by Declarant, there shall be no alteration nor further improvement of the Common Areas without prior approval in writing by the record Owners of seventy-five percent (75%) of the Units; provided, however, that any alteration or improvement of the Common Areas bearing the approval in writing of fifty percent (50%) or more but less than seventy-five (75%) of the Unit Owners, which does not interfere with the rights of any non-approving Owners, may be done if the Owners who do not approve are relieved from the cost thereof. Such costs shall be assessed to the consenting Unit Owners in the shares which their shares in the Common Areas bear to each other.

APPENDIX B
CONDOMINIUM RULES
OF
INDIAN ROCK, A CONDOMINIUM

These Condominium Rules are adopted for the benefit of owners of residences in Indian Rock, a Condominium. They are intended to contribute to preserving the clean and attractive environment and to assuring the peaceful enjoyment of the Condominium. They are also intended to protect and enhance the value of the Unit Owners' interest in the Condominium. They are not designed to unduly restrict or burden the use of the property.

All Unit Owners and their tenants, invitees and guests are expected to abide by these Rules, which are meant to supplement the provisions of the Declaration and By-Laws.

1. Addition to Exterior of Buildings. Changes affecting the appearance of the exterior of the buildings, such as decoration, awnings, television and radio antennas, satellite dishes, signs, screens, sun shades, fans or other changes are to be made only with the consent of the Board of Directors of the Condominium ("The Board"). Holiday decorations shall only be permitted for the two weeks before and after major holidays, provided that such décor is reasonable, inoffensive, and does not encroach upon or impede any activity in the Common Area.
2. Hanging of Clothes, etc. No clothes, linens, or other materials shall be hung or shaken from windows, placed on window sills, hung or draped from a balcony or railing, or otherwise left or placed in such a way as to be exposed to public view. Outdoor clotheslines or other outdoor clothes drying or airing facilities are not permitted in the Condominium.
3. Noise. Owners, guests, and lessees will be expected to reduce noise levels after 10:00 pm, so that neighbors are not disturbed. At no time are musical instruments, radios or television sets to be so loud as to become a nuisance.
4. Maintenance of Patios and Decks. Owners will be responsible to keep their patios and decks, if any, in clean and sanitary condition. The drive and walks leading to each unit is to be kept clear of obstructions and other personal items and is to be used only as access to the building and/or for the parking of registered motor vehicles.
5. Littering. There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be deposited only in appropriate trash containers and under no circumstances are such items to be dropped or left on the ground or other Common Area of the Condominium.
6. Trash, Refuse and Garbage. No one shall place trash or other refuse in the Common Area, except in containers or depositories therefore provided. Trash barrels are permitted to be placed in the Common Area only on the night before and the day of a scheduled trash pickup.
7. Outdoor Equipment. Bicycles, sporting goods, carriages and other personal articles and equipment must be kept within the Unit.
8. Maintenance of Common Area. Improvements, maintenance and landscaping of the Common Area shall be performed only by the Board, unless the Board approves an exception in writing.
9. Improper Use of Common Area. There shall be no use of Common Area which injures or scars, the Common Area or the plantings thereon, increases the maintenance thereof, or causes unreasonable embarrassment, disturbance or annoyance to other Unit Owners in their enjoyment of the same.

10. Outside Activities. There shall be no organized sports activities, picnicking or fires, except in areas approved by the Board. Outdoor cooking equipment may be used in places approved by the Board, providing it is carefully guarded and not hazardous to buildings or other property in the Condominium. All outdoor cooking equipment must be placed at least ten (10) feet away from all buildings and structures when in use.
11. Planting of Flowers. Owners shall be permitted to plant flowers in areas approved by the Board. Such plantings shall be at the Owner's expense and subject to standards as to location, use, and maintenance established by the Board from time to time. Currently no new plantings shall grow taller than three feet at time of maturity.
12. Household Pets. Household pets will be allowed, pursuant to the Declaration only with the consent of the Board. If pets create noise, are allowed to run loose without supervision in the Common Area, or in any way create a disturbance or unpleasantness, the Board will be forced to withdraw its consent, in which case the pet must be removed. Each Owner will hold the Board harmless against loss or liability for any actions of his pets within the Condominium.
13. Speed Limit. The speed limit for all vehicles within the Condominium is 20mph. No vehicle shall be operated dangerously while on the condominium ways.
14. Vehicles: No repairing of automobiles or any other motorized vehicles shall take place within the condominium complex, nor shall the parking spaces be used for any purpose other than to park motor vehicles and bicycles, excluding specifically commercial vehicles, trailers, campers, and boats or other recreational vehicles without the prior written consent of the Board of Trustees. No inoperative, unregistered or uninspected vehicles are to be parked on this property.
15. Offensive Activities. No offensive activities shall be carried on in the Condominium nor shall anything be done or placed within the Condominium which may be a nuisance, disturbance, or annoyance to other Owners or the public.
16. Tenants, Children and Guests. Owners shall be held responsible for the actions of their tenants, children and guests. If occupancy by guests creates a nuisance to other Owners, the Board shall have the right to require that the offensive guests leave.
17. Action in Violation of Law, etc. There shall be no use of or activity in any Unit or Common Area which shall be in violation of any governmental law, ordinance, rule or regulation.
18. Consent Revocable. Any consent or approval of the Board or Manager given under these Rules shall be revocable at any time.
19. Complaints. Complaints of violations of these Rules should be made to the Board. If the Board feels that the complaint is justified, it will take whatever action it deems necessary. The complainant will be notified in writing by the Board as to what action has been taken.
20. Amendment. These Condominium Rules may be revised in any way at any time by the Board as conditions warrant, provided that written communication is sent to each Unit Owner and advising him of the change.
21. Delegation of Powers. The Board, in its discretion, may delegate its power and duties with respect to the granting of consent, approvals and permissions under these Rules, to the Manager or managing agent, if any, of the Condominium.

Approved by the Board of Directors June 8, 2016 – Replaces and supersedes all previous versions.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION III**

Unit Transfer Fee Policy

Upon transfer or sale of any unit in the Association by an owner, the buyer or purchaser of said unit shall be required to pay to the Association a sum equal to two months' condominium fees as a contribution to the capital of the Association and/or an operating reserve. This assessment is to be paid by the purchaser or buyer of any unit within five (5) days of recording of the unit deed. The Association, the Board of Directors or Managing Agent shall not be required to return, rebate or credit this transfer fee assessment to any seller, buyer or owner of a unit in the Association. Such amounts are not to be considered as an advance payment of regular or special assessments.

This conveyance fee is per a 2008 amendment to the Bylaws.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION IV**

Exhibit 1 - Lease Addendum

PLEASE PRINT

UNIT #: _____

Unit Owner Name(s): _____

Unit Owner(s) Address: _____

Owner's Home Phone: _____ Work Phone: _____

Tenant Name(s): _____

Tenant's Home Phone: _____ Work Phone: _____

Expiration of Lease: _____

This lease is made in all respects subject to the Lessor's obligations created by Law and by the Indian Rock Village Condominium or its Board of Directors. Evidence of violations of these obligations shall be due cause of eviction from the premises. The Condominium Documents entrusted and presented herewith to the tenant (Lessee) must be returned to the owner (Lessor) upon termination of this agreement.

AGREED: _____ Date: _____
Lessor (Unit Owner) Signature

AGREED: _____ Date: _____
Lessor (Unit Owner) Signature

AGREED: _____ Date: _____
Lessee (Tenant) Signature

AGREED: _____ Date: _____
Lessee (Tenant) Signature

Please complete ALL of the information required above. Sign, ATTACH TO CURRENT LEASE, and forward a COPY to:

Indian Rock Village Condominium
C/O Great North Property Management, Inc.
636 Daniel Webster Highway
Merrimack, NH 03054

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION V**

LATE PAYMENT PENALTY AND DEFAULT OF CONDOMINIUM ASSESSMENTS

WHEREAS, Article I, Section D of the By-Laws of Indian Rock, A Condominium, empowers the Board of Directors to enforce and adopt rules and regulations for the use of the common areas, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, the timely payment of condominium assessments is essential to the operation and financial stability of the Association, and

WHEREAS, the Board of Directors hereby reaffirms and readopts the long standing policy of the Association with regard to the late payment penalties and procedures for the default in payment of condominium assessments,

NOW THEREFORE BE IT RESOLVED that the following policies with regard to the payment of condominium assessments be adopted:

1. In accordance with Article IV, Section A(1), of the By-Laws of Indian Rock, A Condominium, each owner shall make the monthly installment payments of the annual condominium fee and any special assessments as set by the Board of Directors, on or before the first day of each month that said fee is due, unless the Board of Directors shall specifically state otherwise in writing to the owners.
2. A late payment penalty of \$15.00 shall be assessed on the tenth (10th) day of the month in which it is due.
3. Any unpaid balance of fees owed on the tenth (10th) of the month shall incur a late charge.
4. Pursuant to Article N, Section B, of the By-Laws of Indian Rock, A Condominium, each monthly assessment and each special assessment shall be separate, distinct and personal debts and obligations of the Owner against whom the same are assessed, at the time the assessment is made, and shall be enforceable as such. Failure to pay any assessment when due constitutes a lack of compliance with the Condominium Documents and pursuant RSA 356-13:15 shall entitle the Association to all costs and attorney's fees incurred in any legal proceeding.

Further pursuant to Article N, Section B of the By-Laws, the Association may bring suit to recover a money judgment for unpaid Common Expenses without foreclosing or waiving any lien securing the same. The amount of any assessment, whether regular or special, assessed to the owner of any unit, plus interest at the rate of three (3%) percent per month, late fees and costs, including reasonable attorneys' fees shall become a lien upon any Condominium unit in default of payments and such lien shall be perfected pursuant to RSA 356-13:45.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION VI**

ASSOCIATION RECORDS REVIEW POLICY

Under the Association's governing documents, except where specifically noted, responsibility for control and maintenance of the Association's business records lies with the Board of Directors (the "Board"). The Board believes the establishment of a Records Review Policy will facilitate fair and equal treatment of all owner document production requests.

The Board generally considers the Association's business records to be "open" for review by any owner, subject to the Association's governing documents, Board policy and the Association's records review policy.

1. An owner's request to review or for the production of documents is subject to prior review and action on by the Board. The owner's request must state the documents to be reviewed.
2. An exception to section #1 is that any owner has the right, though not more frequently than once each calendar month, to review his or her unit's account payment history.
3. The Board is not obligated to provide certain records to unit owners. The basis for not providing certain records includes, but not limited to, any of the following:
 - An on-going legal matter.
 - Current bid work in progress whereby the contractor has not yet been selected by the Board or any on-going contract or service negotiations.
 - Executive Session Board of Directors Meeting Minutes.
 - Discussions and communication with the Association's legal counsel.
4. In order to address the privacy expectation of other unit owners, an owner is not entitled to the individual unit file of another owner or the payment history of another owner.
5. An owner may review Association records or request the production of Association records not more than once every four (4) months.
6. The unit owner requesting the production of Association documents is responsible for, and will be assessed by the Board, all costs incurred by the Association in attempting to comply with the owner's request if the records are for greater than 3 years in the past. Said costs may be, but not limited to, copying charges, mailing costs and Management administrative time associated with compiling and overseeing the records review request.

Approved and Adopted by the Board of Directors on September 20th 2024.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION VII**

PET CONTROLS AND REGULATIONS

WHEREAS, Appendix A, Article I, Section D of the Indian Rock Village Declaration By-Laws empowers the Board to enforce and adopt rules and regulations for the use of the Condominium, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, Article V, Section (f) of the Indian Rock Village Condominium Declaration and Appendix B, rule 12 of the Indian Rock Village Condominium Rules require further clarification and specific guidelines which do not conflict with the existing By-Laws, and

WHEREAS, incidents of indiscriminate control of pets by their owners have required that such guidelines and controls for pets be established, clarified and adopted,

NOW THEREFORE BE IT RESOLVED THAT the following rules concerning pets be adopted:

1. All household pets pursuant to Article V, Section (f) of the Declaration must be registered with Management.
2. Registration shall consist of the Pet Owner signing and submitting to Management a completed PET REGISTRATION FORM (see below).
3. No dog shall be allowed in or on the common property unless it is on a six (6) foot leash and attached only to the owner or other responsible individual.
4. No pet is to be tied to the common or limited common property at any time, nor tied in such a way as to be able to reach to the common or limited common property. NO DOG RUNS ALLOWED.
5. No pet shall be allowed to defecate or urinate on the common or limited common property, only unmaintained areas along the perimeter of the Condominium can be used for this purpose. An accidental defecation by a pet on the common or limited common property shall be immediately cleaned up, removed and properly disposed of by the owner of the pet.
6. Any damage caused by a pet, including but not limited to staining or damaging common grass and shrubs, shall be repaired by the unit owner where the pet resides. Said repairs shall be done within a reasonable time after written notification of said repairs is delivered. In such cases where repairs have not been completed or not done to the satisfaction of the Board of Directors, the Board shall levy a special assessment against the unit owner for the cost of said repairs in accordance with Appendix A, Condominium Declaration By-Laws, Article I, Section 9.
7. No pet shall create any disturbance.
8. All dogs shall have a certificate of rabies and distemper vaccination.
9. All dogs shall have a current license as required by the local municipal authorities.
10. A boarding fee of \$25.00 per day shall be charged to the owner of any unit where an unregistered pet resides.

A majority of the Board of Directors shall have the power to revoke the permission granted to a unit owner or resident to keep a pet, and the pet shall be removed within seventy-two (72) hours.

Assessment penalties for failure to adhere to the aforementioned Controls and Regulations:

First offense	Warning letter and seven (7) days to comply.
Second offense	Violation letter along with a \$25.00 fine and seven (7) days to comply.
Third offense	Violation letter along with a \$50.00 fine and seven (7) days to comply.
Fourth offense	Final violation letter along with a 72 hour Notice of Removal of Pet from the Condominium property. If the pet is not removed in 72 hours, the assessment penalty is \$25.00 per day, for every day beyond the 72 hour period that the pet remains on the property.

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 Resolution. All costs associated with ensuring compliance with this Resolution shall be assessed against the owner of the unit where the non-complying pet owner resides.

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 Resolution is subject to the receipt of a signed written complaint. The "Due Process" review procedures outlined in Policy Resolution II shall apply to this Resolution.

Adopted by the Board of Directors, November 24, 1992.

PROCESS AND CRITERIA FOR PET APPROVALS.

1. Owner or tenant decides to get a pet.
2. Prospective pet owner(s) complete a Policy Resolution IV pet registration form.
3. Prospective pet owner sends request to the Board of Directors for consideration of approval.
4. Board of Directors reviews request and takes into consideration the following criteria indicting whether or not the pet will be approved:
 - a. Owner's (and tenant's if applicable) current standing with the Association.
 - b. Owner's (and tenant's if applicable) history (i.e. prior rules violations, etc.)
 - c. Owner's (and tenant's if applicable) history of prior pet related problems.

Upon careful consideration of the above factors, the Board of Directors by majority vote either approves or denies the pet request.

5. If the pet request is approved, a letter is sent to the owner (and tenant if applicable) indicating that the pet has been approved.

If the pet request is denied, a letter is sent to the owner (and tenant if applicable) indicating the reasons for denial.

This pet approval process unanimously adopted by the Board of Directors on April 28, 1994 and amended on March 24, 1998.

**INDIAN ROCK VILLAGE CONDOMINIUM ASSOCIATION
PET REGISTRATION FORM**

Owners,

The Board of Directors now requires every owner to comply with the Annual Pet Registration process instituted in the original documents revised in 1998.

Please make a copy of your completed form for yourself and return this form to: James Conner at james.conner@greatnorth.net, or via USPS at Great North Property Management Inc., 636 Daniel Webster Highway, Merrimack, NH, 03054.

Thank you in advance for your anticipated cooperation.

Unit Owner's Name: _____ Unit Address: _____

Tenant Name (if applicable): _____

Telephone Number: _____ Email Address: _____

IS THERE A PET RESIDING IN YOUR UNIT: YES ☐ NO ☐

If more than two pets are residing in the unit, please attach an additional sheet

Breed of Pet: _____

Breed of Pet: _____

Size/Weight of Pet: _____

Size/Weight of Pet: _____

Pet's Name: _____

Pet's Name: _____

Collar ID #: _____

Collar ID #: _____

Rabies Certification #: _____

Rabies Certification #: _____

*Please Note: All unit Owners with dogs residing in their unit must carry liability insurance for said pet(s).

It is understood by Unit Owner that he/she will clean up after, and properly dispose of, any waste left by the pet on the premises. Should the Unit Owner, Family Members, Guests, Tenants, Employees, Agents, or Invitees of Unit Owner fail to properly clean up after said pet(s), Unit Owner will be charged for any and all clean-up fees.

Your signature is required below confirming that you have read and understand the rules for pet registration.

Unit Owner's Signature

Date

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION VIII**

AIR CONDITIONING UNITS

WHEREAS, Appendix A, Article I, Section D of the Indian Rock Village Declaration by-laws empowers the Board to enforce and adopt rules and regulations for the use of the Condominium, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, due to aesthetic considerations, the need exists to develop some controls and guidelines on changes affecting the appearance of the exterior of the buildings within the Condominium, and

WHEREAS, it is necessary for the comfort and health of many residents of the Condominium to have an air conditioned environment within their units.

NOW THEREFORE BE IT RESOLVED THAT the following type window air conditioning unit (diagram and specifications attached hereto) shall be the only approved standard unit for use within the Indian Rock Village Condominium, and subject to the following stipulations:

1. Vertical Wall Units: No air conditioning units of the vertical type shall be installed in any wall. Existing vertical in wall units are grandfathered and may remain in place, when they are no longer serviceable they cannot be replaced. When the vertical unit is removed, the interior wall repair is a unit owner responsibility. The exterior repair must be coordinated with and completed by the Association.
2. Horizontal Wall Units: Horizontal in wall units on the first floor are the only acceptable wall units.
3. Window Installation:
 - a. Rear of unit (bedrooms):
 - i. Window installation of said approved air conditioning unit shall only be mounted in a rear window of a unit. (NOT IN FRONT or SIDE)
 - ii. Mounting brackets must be used for the safe mounting of the A/C unit as per manufactures installation instructions and shall not penetrate the clapboard exterior of the unit. See example of approved mounting bracket style in Appendix B.
 - iii. If a support board is required and is utilized to support the window air conditioner, it shall be on a 6" X 8" wood and shall be painted to match the exterior paint color of the building.
 - iv. The area around the air conditioner shall be filled in with the manufacturer's materials, curtain/accordion or Plexiglas to fill the space. Other filler materials will be considered a violation of this policy. See Appendix C.
 - b. Front (3 bedroom) of building:
 - i. No wall mounted or window mounted air conditioner is allowed in the front of the building.
 - ii. An alternative cooling unit that can be used in the front of the building (and in other windows) is of the portable air conditioner type. It resides in the room, however vents out the window. Example in Appendix D.
 - iii. The area around the vent shall be filled in with the manufacturer's materials, curtain/accordion or Plexiglas to fill the space. Other filler materials will be considered a violation of this policy. See Appendix C.
 - c. End Unit (side of building):

- i. No wall mounted or window mounted air conditioner is allowed on the side of the building.
 - ii. An alternative cooling unit that can be used on the side of the building is of the portable air conditioner type. This air conditioner resides in the room, however vents out the window. Example in Appendix D.
 - iii. The area around the vent shall be filled in with the manufacturer's materials, curtain/accordion or Plexiglas to fill the space. Other filler materials will be considered a violation of this policy. See Appendix C.
- 4. Ductless Air Conditioners:
 - a. Only the one existing approved ductless system located at Indian Rock will be grandfathered, subsequently no additional units will be approved.
 - b. The Indian Rock Condominium Association is indemnified by the installing owner from any repairs, replacements, maintenance, installation and any related mounting hardware.
 - c. All costs, stipulations and responsibilities are outlined herein shall be assumed by the present installing owner and any further owners, in perpetuity.
 - d. Requests for variances or waivers of the aforementioned stipulations must be made in writing to the Board of Directors and may only be granted by written consent of the Board of Directors.
- 5. Mini-Split:
 - a) Installation of a mini-split AC requires approval from the Board. The following is required to make a request to the Board:
 - i) A written letter to the Board of Directors/Trustees asking for approval to replace windows, sliders (whatever the project is)
 - ii) Proposal from Contractor or Vendor
 - iii) Pictures of existing (whatever is being replaced)
 - iv) Pictures or Diagram of (whatever is being replaced – new one) and where the pipes are being placed on the building.
 - v) Certificate of insurance from contractor or vendor
 - vi) Execution on an easement agreement. Owner is to pay for legal fees and costs associated with same.
- 6. Period of Usage: Air Conditioning Units may be installed from April 1 through October 15.

Assessment of penalties for failure to adhere to the aforementioned Air Conditioner Units:

Let this document serve as written notice to all unit owners and hence forth violation may result in a fine of \$25 plus costs. In addition, the Board may elect to seek legal and court-enforced assistance in an effort to resolve a condition of violation. All costs and liabilities associated with ensuring compliance with this Resolution shall be assessed against the unit owner.

The "Due Process" review procedures outlined in Policy Resolution II shall apply to this Resolution.

Adopted by the Board of Directors, November 28, 1990. Amended February 15, 1994. Amended May 31, 1994, Amended June 25, 2014, Amended September 28, 2016, Amended September 20th 2024.

This amended Policy Resolution VIII supersedes and negates the original Policy Resolution VIII and was adopted on September 20th 2024.

INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION II
AIR CONDITIONING UNITS

Appendix B

Window mounting bracket



INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION II
AIR CONDITIONING UNITS

Appendix C

Air Conditioner Filler



INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION II
AIR CONDITIONING UNITS

Appendix D

Air Conditioner Front of Building (3rd bedroom)



**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION IX**

INSTALLATION OF GAS FIREPLACES

WHEREAS, Section V, Paragraph (h) of the Declaration of Indian Rock, A Condominium, and Rule 1. of the Condominium Rules (Appendix B) of Indian Rock Condominium, require all owners to obtain prior written consent of the Board of Directors for alterations and modifications affecting the Common areas of the Condominium, and

WHEREAS, the Board of Directors wishes to establish guidelines to simplify procedures, establish consistency and develop a standard policy to enable owners to install gas fireplaces, and

WHEREAS, the installation of said gas fireplaces require an alteration of the common area exterior wall of the unit to install the vent,

NOW THEREFORE BE IT RESOLVED that installation of all gas fireplaces at Indian Rock must adhere to the following guidelines, stipulations and conditions:

1. All requests for gas fireplace installations must be made in writing to the Board of Directors with information on manufacturer, model, etc. and a brochure of the respective appliance to be installed.
2. All gas fireplace installations must be approved by the Board of Directors prior to installation.
3. Only direct vented gas fireplaces will be considered for installation at Indian Rock Condominium. Non-vented type appliances will not be allowed or approved.
4. Installation of a direct vent gas fireplace must be done in accordance with the manufacturer's recommended specifications for installation.
5. All necessary electrical and/or plumbing connections related to the installation must be done by certified and licensed electricians and/or plumbers.
6. A building permit must be obtained prior to installation. A copy of said permit shall to be furnished to the Association prior to installation.
7. Upon completion, the installation must be inspected by the Merrimack Building Inspector and/or Fire Inspector and a copy of said inspection certificate(s) must be forwarded to the Association within thirty (30) days of completion.
8. The fireplace vent on the outside of the building must be a vent that is approved by the manufacturer of the respective fireplace appliance for use with that fireplace.
9. Installation of the vent must be parallel to the top of the slider door frame on either side of the slider and in accordance with manufacturer's specifications and code requirements for proper setback from open sliders and/or windows.
10. The vent must be painted the same color as the building. If the vent is not painted, the Association will paint it and all costs will be charged back to the requesting homeowner.
11. In the event any "sooting" stain or residue occurs on the building from the vent, the Association shall repair and/or repaint the area and all costs for said maintenance and/or painting shall be charged back to the respective owner of the unit.
12. The chimney and venting system must be inspected annually and a copy of the inspection certificate shall be forwarded to the Association by no later than November 1st, each year. If inspection certificates are not received by Indian Rock Condominium Association by the first day of November each year, a \$25.00 assessment penalty will be applied on the 10th day of November and every 30 days thereafter until the inspection certificate is received. The Town of Merrimack Fire Department will also be informed of the default of this Indian Rock requirement. All inspections must be performed by a certified chimney inspection company.
13. Homeowners who install one of these appliances are recommended to install a carbon monoxide detector for safety purposes.

14. Requests for variances or waivers of the aforementioned stipulations must also be made in writing to the Board of Directors. A decision on the variance request shall be rendered by the Board and provided in writing to the respective owner making said request.
15. By proceeding to install a gas fireplace under the guidelines and stipulations contained herein, the respective owner agrees to indemnify Indian Rock Condominium Association, its Board of Directors and Managing Agent from any damage, injury and/or liability claims and/or costs resulting from the installation and/or operation of this system.
16. By proceeding to install a gas fireplace under the guidelines and stipulations contained herein, the respective owner agrees to the terms and conditions stated herein.

Installation of any gas fireplace without prior consent of the Board of Directors or not installed in accordance with all guidelines as specified herein, shall result in notification to the Town of Merrimack Building Inspector and Fire Inspector that said installation does not meet Association requirements. The owner shall also be required to immediately cease operation of said unapproved gas fireplace and shall be responsible for any costs associated with the enforcement of the terms and conditions outlined in this Policy Resolution IX.

Adopted by the Board of Directors, February 22, 2000.

INDIAN ROCK VILLAGE CONDOMINIUM POLICY RESOLUTION X

RULES FOR INSTALLATION OF ANTENNAS & SATELITE DISH

WHEREAS, Section V, Paragraph (h) of the Declaration of Indian Rock, A Condominium, and Rule 1. of the Condominium Rules (Appendix B) of Indian Rock Condominium, require all owners to obtain prior written consent of the Board of Directors for alterations and modifications of the Common areas of the Condominium, and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain Association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antenna ("antennas"), dish, and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interest of the Association and consistent with the FCC rule,

NOW, THEREFORE, the following restrictions and regulations for the Association shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Indian Rock Village Condominium Association:

Definitions Used

- DBS - Direct Broadcast Satellite antenna/dish
- MIDS - Multipoint Distribution Service antenna
- Standard TV Reception Antenna - the familiar "fishbone" style antenna in use for decades

Installation Requirements and Restrictions:

Unit owners may install DBS antennae less than 1 meter in diameter. However, because unit owners do not own the exterior walls, building structure, and roof of their unit/building, installation of an antenna is subject to the following restrictions.

- A. Owners must submit a written request to install an antenna and a \$300 damage/security deposit to the Association. The request must specify the size and location of the antenna, and the name of licensed and insured installation contractor. The Board of Directors must approve any antenna installation PRIOR to that installation being done. Antennae installed without Board approval will be removed at the owner's expense. Expense to remove unauthorized antennae includes restoration of damage caused to the building by the installation.
- B. Residents who are not the owner of the unit may not install any antenna without the written permission of the owner.
- C. Antennae installations must be performed only by licensed and insured contractors. Any contractor hired to install an antenna must provide an insurance certificate listing Indian Rock Village Condominium Association as the named insured PRIOR to installation. The insurance provided must meet the following minimum requirements:
 - Contractor's General Liability: \$1,000,000.
 - Worker's Compensation: in accordance with New Hampshire state law.
- D. To the extent that any hazard to the common elements is not covered by the installing contractor or programming service provider's insurance, the unit owner shall provide the Association with proof of equivalent liability insurance which must be maintained in force during the period from antenna installation to antenna removal.
- E. Any penetration of the exterior of the buildings to accommodate cabling from the antenna to the control unit inside of the unit, must be properly waterproofed and sealed in accordance with applicable industry standards and local building codes.

- F. No penetration of the roofs is allowed.
- G. All electrically conductive elements of the antenna including, but not limited to signal wiring and other supporting elements, must be confined solely to the limits of the unit. All electrically conductive elements shall be the minimum size and length necessary to provide acceptable antenna function. Under no circumstances may wiring or other conductive elements be run along walls or other common elements beyond the boundaries of the unit.
- H. All antennae must be permanently grounded.
- I. Owners who install antenna are responsible for all costs associated with the installation and maintenance of the antenna, including but not limited to costs for:
 - repairs for damage to any property caused by the installation or maintenance of the antenna.
 - payment of medical expenses incurred by any person(s) injured by the antenna installation, maintenance, or use.
 - restoration of installation sites to their original condition upon removal of the antenna.
- J. If an antenna becomes detached, the owner has seventy-two (72) hours to reattach or remove the antenna. If the detachment poses a safety hazard to others, and the owner has not taken appropriate action, the Board of Directors may have the antenna removed at the respective owner's expense.
- K. If a mast must be used to access optimum signal strength, its use must be approved by the Board of Directors **PRIOR** to installation. The written request must include specifics regarding the location and anchorage of the mast and the name of the proposed licensed and insured contractor who will install the mast and antenna. Masts which extend more than twelve feet above the unit roof line are prohibited.
- L. Increased common area maintenance costs caused by the installation of an antenna will be borne by the owner of the antenna.
- M. If maintenance requires the temporary removal of the antenna, the Association will provide the owner a ten (10) day written notice. Owners will be responsible for removing and reattaching the antenna at their own expense. If the antenna is not removed before the required maintenance begins, the Association will direct the removal at the respective owner's expense. The Association will not be responsible for any damage to antennae caused by Association removal.
- N. When an owner sells the unit, the antenna/satellite dish must be removed unless the new owner accepts, in writing, responsibility for the antenna and tenders a \$300 damage/security deposit in their own right. Upon receipt of written acceptance of antenna responsibility by a new owner and the security deposit, the original owner's \$300 damage/security deposit will be returned.

An MDS system may not be installed without the approval of the Board of Directors.

Adopted by unanimous vote of the Board of Directors, February 23, 1999.

This Policy Resolution takes effect beginning February 24, 1999.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XI**

GENERATOR INSTALLATION APPLICATION & USE POLICY

The Indian Rock Village Condominium Association Board of Directors and Management want all residents to be as safe and as comfortable as possible during power outages. Generators have become a popular tool in dealing with a prolonged power outage. However, with the use of generators comes the potential risk of deadly carbon monoxide poisoning, fire and/or electrical shock. Generators cannot be treated as just another household appliance because of the potentially fatal consequences of their use. The Board and Management urge each resident to carefully consider their need for a generator. For permanent installations, an easement agreement may be necessary.

Please note: The use of any generator without obtaining the prior permission from the Board will be considered a violation of the Association's governing documents and the Board may take enforcement action as noted in the Association's rules.

1. Application Process – Owner Information:

Unit Owner Name(s): _____

Unit # or address: _____

Owner Email Address: _____

Owner Phone #'s: (H) _____ (Cell) _____

2. Application Requirements: To be considered by the Board the following information must be submitted with this application:

- 2.1. A drawing with layout measurements showing the proposed location of the generator.
- 2.2. Generator Manufacturer's specifications shall be submitted with this application for approval.
- 2.3. Application & Inspection fee of \$45.00, payable to the management company.

3. Portable Generator Policy:

- 3.1. Use of portable generators is permitted with the prior approval of the Board. In the event of a power outage use of a portable generator is limited to the hours of 5:00am through 11:00pm. If the manufacturers reported decibel levels is below a noise level of 80db, then use of the generator is permitted 24 hours per day during a power outage. Manufacturer's specifications shall be submitted with this application for approval.
- 3.2. Portable Generators shall not be used within the interior of the unit, including any garage and cannot be placed any closer than 10 feet from any structure, inclusive of any deck or porch,

with the exhaust facing away from the building. Deadly exhaust fumes can enter the building through any opening resulting in severe injury or death to unsuspecting occupants.

- 3.3. When refueling allow plenty of time for the generator to cool. Gasoline vapors can easily ignite causing flash fire and severe injuries. Generator fuel must be stored a minimum of 10 feet from the generator while in use. Fuel cannot be stored in the unit or any garage.
- 3.4. All generator installations/connections to the unit shall be through a transfer switch professionally installed by a licensed and insured electrician with town inspection. Power cords shall never be modified so a generator can be connected to a power receptacle inside the home.

4. Additional Conditions, Requirements and Suggestions:

- 4.1. The unit owner is responsible for obtaining all needed permits from the municipality, including but not limited to building permits, electrical permits, plumbing permits, and any other permits required by the municipality.
- 4.2. By signing below the unit owner acknowledges responsibility for ensuring the safe installation and use of the generator. The Board of Directors, the Association, and Management take no responsibility for accidents occurring from the use, storage or installation of a generator within the Condominium Association.
- 4.3. Generator use shall be done in accordance with the Manufacturers Specifications as well as in accordance with any municipality and/or state regulations.
- 4.4. The installation of carbon monoxide detectors in the basement and on each living level is strongly recommended.

Unit Owner Signature: _____

Unit Owner Signature: _____

Date: _____.

Approved: _____ Date: _____

Generator Policy Approved by the Board of Directors on September 20th 2024



STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY
John J. Barthelmes, Commissioner

Division of Fire Safety
Office of the State Fire Marshal
J. William Degnan, State Fire Marshal



Office: 110 Smokey Bear Blvd., Concord, NH
Mailing Address: 33 Hazen Drive, Concord, NH 03305
PHONE 603-223-4289, FAX 603-223-4294 or 603-223-4295
TDD Access: Relay NH 1-800-735-2964 ARSON HOTLINE 1-800-400-3526

BULLETIN #	TITLE			DATE ISSUED
2016-03	Residential Stationary Generator Installation & Safety			March 1, 2016
SUPERSEDES	RELEASED BY	APPROVED BY	SOURCE	SUPERSEDED BY
2010-03	JBC	KAR	NFPA 37 & 54 and Mech. Safety	

Informational Bulletin 2016-03
Residential Stationary Generator Installation & Safety

Purpose:

This informational bulletin was designed to provide valuable information about portable generator safety during periods of power outages. Improper generator use can lead to serious injuries and death. Accidental fires from improper refueling methods, electrical hazards due to improper wiring, and carbon monoxide poisoning from generator exhaust are just a few of the hazards associated with generator use.

Stationary Generator Installations

The following list of documents is adopted directly or by reference by the State of New Hampshire and must be followed to ensure compliance with the law.

- NFPA 37: Standard for the Installation and use of Stationary Combustion and Gas Turbines (2006 Edition)
- NFPA 54: National Fuel Gas Code (2009 Edition)
- NFPA 70: National Electrical Code (2014 Edition)
- The Manufacturer's Instructions and Specifications

NFPA 37 requires stationary generator engines and their weatherproof housings if provided, that are installed outdoors to be located **at least 5' from openings in walls**. This standard recognizes the potential danger of deadly carbon monoxide gas entering the structure and injuring the occupants. Building openings could be, but are not limited to, the following:

- Basement doors & bulkhead openings
- Basement windows
- Exit doors or sliding glass openings
- Windows, Air intake openings, or screens
- Dryer vents
- Kitchen appliance vents
- Mechanical exhaust vents for heating or hot water appliances



STATE OF NEW HAMPSHIRE DEPARTMENT OF SAFETY

John J. Barthelmes, Commissioner

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TDD Access: Relay NH 1-800-735-2964 ARSON HOTLINE 1-800-400-3528

NFPA 37 also requires stationary generator engines and their weatherproof housings, if provided, that are installed outdoors to be placed **a minimum of five feet (5') from structures having combustible walls**. The minimum separation is not required where:

- (1) The adjacent wall of the structure has a fire resistance rating of at least 1 hour or
- (2) The weatherproof enclosure is constructed of noncombustible materials, which has been listed and approved in accordance with nationally recognized standards, verifying that a fire within the enclosure will not ignite combustible materials outside the enclosure.

NOTE: Recently, the NH State Fire Marshal's Office has received information from several generator manufacturers demonstrating proof as meeting the requirements of the code compliance exception for NFPA 37.4.1.4 (2). Therefore, consumers and installers must carefully research the unit they are installing to confirm that the model in question is clearly identified as meeting the 18" installation requirements. We encourage all consumers and installers to look for and verify a **label** with the listing number affixed adjacent to the data plate within the weatherproof enclosure.

These allowances apply to the required separation from the **combustible wall surface** and in no case shall **reduce the minimum distance to a building opening**.

At no time should a stationary generator be installed under porches, decks, or balconies, which could allow deadly carbon monoxide fumes to pool in such areas.

Stationary generator models that are not properly listed and labeled remain prohibited from using the clearance reduction exception specified in NFPA 37.

The fuel gas piping must be installed in accordance with both NFPA 37 and NFPA 54 (National Fuel Gas Code). These documents require that the **second stage system regulator be placed a minimum of five feet (5') from any building opening and ignition source**. Care must be given in placement of both the generator engine and delivery system piping to address the minimum separation distances. A licensed NH fuel gas fitter shall make the final determination as to the safe installation location before energizing and/or connecting the liquefied or natural gas supply to the stationary generator.

Homeowners and generator installation professionals are required to conform to local and state mandated electrical codes in addition to the requirements of NFPA 37 and 54.

For additional safety inspection information or generator tips, please contact your local Fire Department or this office at (603) 223-4289 or fmo@dos.nh.gov

PORTABLE GENERATOR SAFETY INFORMATION



Follow safety precautions when using a generator to keep you and your family safe.

Portable generators are useful as short-term and low power sources for running essential home appliances and electronics. For example, refrigerators, sump pumps, and laptops.

Generators need to be well-maintained so they are ready to operate, and must be used safely.

When buying or renting a portable generator, choose one that is listed by a qualified testing laboratory.

Read the manufacturer's instructions on how to use the generator.

Portable generators should be used outdoors, in well-ventilated areas at least 20 feet from all doors, windows, and vent openings.

About Portable Generators

- Generators should be placed on stable ground.
- The engine is started and stopped manually.
- Fuel such as propane or gasoline is required. Store fuel in an approved safety can outside of living areas in a safe location, such as a locked shed or other protected shelter outdoors.
- Only add fuel to the generator once it's in a safe location to be turned on.
- During extended power interruptions, refueling may be necessary.

Use generators properly to avoid dangers like electrocution or electric shock, fire, and carbon monoxide (CO) poisoning.

Prevent electrocution or electric shock.

Generators rely on combustible fuels and generate electricity. There are plenty of fire risks created by these units.

- Before each use, check to make sure the cords are free of cuts or tears.
- During use, protect the cord from getting pinched or crushed.
- Avoid using a generator in wet conditions. Make sure to protect the generator from moisture where water cannot reach it, puddle, or drain under it.

While portable generators can be physically moved from one place to another, many require a "hook-up" that connects the unit to a home or building's electrical circuit before it can be used. Some towns or municipalities may require an electrical permit or inspection. Please contact local building and fire departments.

Follow installation and operating directions to use a generator safely and efficiently.



PORTABLE GENERATOR SAFETY INFORMATION

Prevent fire.

The presence of fuel or oil spills around the generator, leakages from the unit's fuel system and fuel supply lines, and the presence of combustible materials around the generator can pose a risk of fire or explosion.

- Allow plenty of time to cool the generator before refueling. Gasoline vapors can easily ignite from hot surfaces, causing a flash fire and severe injuries.
- Gasoline, propane, kerosene, diesel and other flammable liquids should be stored outside living areas, in properly labeled, non-glass safety cans or containers.
- Never place a portable generator on or underneath decks and porches, and do not use in sheds. Heat given off by the motor or improper refueling can start a fire.

Prevent carbon monoxide poisoning.

Generators release carbon monoxide, a poisonous, deadly gas. CO is an odorless, colorless gas created when fuels (such as gasoline, wood, coal, natural gas, propane, oil, and methane) burn incompletely.

Install CO alarms inside your home. CO alarms alert you when there are dangerous levels of carbon monoxide and give you time to escape.

- Only use generators outdoors in well-ventilated areas. Deadly exhaust fumes can enter a building through any opening and cause severe injury or death to those inside.
- DO NOT use a generator in a garage that is attached to a home, even if doors and windows are open.

- Using fans will not prevent carbon monoxide buildup in a home.
- Keep the generator outside, at least 20 feet from all doors, windows, and vent openings.

Never assume you are safe. CO from generators is completely colorless and odorless, so you won't know it's there.

- Place generators so that exhaust fumes cannot enter the home through windows, doors, or other openings in the building. The exhaust must be directed away from the building.
- Do not stand or sit downwind of generator exhaust. If you can smell exhaust, you are inhaling it. Exhaust is toxic and can be deadly.
- Working CO alarms should be installed in central locations on every level of your home, including basements, and outside sleeping areas to provide early warning of carbon monoxide.

About Stationary Generators

Stationary generators have some differences compared to portable generators. They are also known as standby generators or whole house generators, and are permanently installed by a licensed professional. Please contact your local jurisdiction for more information.

For additional safety inspection information on generator tips, please contact your local fire department, or this office at (603) 223-4289 or fmo@dos.nh.gov.



**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XII**

COMMON AREA PLANTING GUIDELINES

WHEREAS, Section V, Paragraph (h) of the Declaration of Indian Rock, A Condominium, and Rule 1. Of the Condominium Rules (Appendix B) of the Indian Rock Condominium, require all owners to obtain prior written consent of the Board of Directors for alterations and modifications of the Common areas of the Condominium, and

WHEREAS, the Board of Directors wishes to establish guidelines to simplify procedures and develop a standard policy to enable owners to plant flowers and decorative ornamental shrubbery and trees in the common areas and areas adjacent their units,

NOW THEREFORE BE IT RESOLVED that in accordance with rule 11. Of the Condominium Rules (Appendix B), the Board of Directors issues their approval for owners and residents to plant flowers in the Common and Limited Common areas of the Condominium property within the following guidelines:

1. Flowers may be planted only within the boundaries of those planting beds around the foundation of their individual unit or any other existing common area planting beds in the property which were originally established by the builder.
2. All flower plantings shall be inset a minimum of eight inches (8") from the edge of the planting bed to insure ample buffer to minimize possible damage by the Association's landscape contractor's mowers and/or line trimmers.
3. Said flower plantings shall not exceed a height of three feet (3') when they are fully mature.
4. Expense and responsibility for the maintenance of said flowers shall be the sole responsibility of the owner or resident who installed them. Indian Rock Condominium Association, it's Landscape Contractor, Agents or assigns shall except no liability for damage caused to flower plantings for any reason.

NOW THEREFORE BE IT FURTHER RESOLVED that prior written consent of the Board of Directors shall be required for the following:

5. Any existing plantings which require permission of the Board, but have not previously obtained such, will not be considered "grandfathered". Therefore written consent must be obtained from the Board in order for them to be maintained going forward.
6. The formation of any new beds for the purpose of installing any plantings (including, but not limited to: flowers, trees, shrubs, bushes, etc.).
7. Any planting of trees, shrubs or bushes.
8. The process for obtaining prior written consent from the Board of Directors is as follows:
 - a. The requesting owner or resident shall present a detailed formal written request to the Board of Directors with a drawing indicating type and exact location of tree(s), shrub(s), or bush(es) desired to be planted (specify distances, measurements, size, variety, etc.). Requests submitted by residents who are not owners must bear the signature of the unit owner. All requests received as outlines herein shall be reviewed by the Board at their next regularly scheduled business meeting and a reply will be given within thirty (30) days after said meeting.

All planting(s) installed without prior consent of the Board of Directors or not in accordance with all guidelines as specified herein, shall be removed and the disturbed area restored to its original condition at the expense of the owner responsible for said unauthorized planting(s).

Adopted by the Board of Directors, November 13, 1996.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XIII**

VECHICLE AND PARKING REGULATIONS

WHEREAS, Appendix A, Article I, Section D of the Indian Rock Village Declaration by-laws empowers the Board to enforce and adopt rules and regulations for the use of the Condominium, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, Article V of the Indian Rock Condominium Declaration and Appendix B of the Indian Rock Village Condominium Rules do not address any specifics about vehicles and parking, and

WHEREAS, unregistered, un-inspected, inoperable, immobile and improperly parked vehicles may impede vehicle passage, Fire and Emergency vehicle passage, snow removal, lawn maintenance, street sweeping, seal coating, pavement repairs, and damage common areas and increased the maintenance therein, and

WHEREAS, parking within the Condominium is limited and it is necessary to further clarify and establish a policy for the use of the parking facilities within the Condominium.

NOW THEREFORE BE IT RESOLVED THAT the following rules concerning vehicles and parking be adopted:

1. Only mobile and operable passenger motor vehicles with valid registrations, licensed plates and inspection stickers may occupy any parking areas within the common area.
2. No recreational vehicles, boats, campers, and/or trailers shall be allowed to be parked or used on the common area property without prior written approval of the Board of Directors.
3. No vehicles shall impede the free passage of any vehicles through the common area.
4. No vehicle shall impede any maintenance operations.
5. No vehicle is allowed to park on or drive over the grass or any other landscaped common property.
6. Repair costs for damage to common areas caused by vehicles (i.e. leaking fluids, damaged landscaping, buildings, structures, etc.) shall be assessed to the owner of the unit where the owner of the vehicle causing said damage resides.
7. Motorcycles are required to utilize “kick-stand plates” to prevent damage to the pavement.
8. No off-road vehicles (i.e. snowmobiles, dirt bikes, ATV’s etc.) are allowed to be used on the common property.
9. No commercial vehicles shall be allowed to be parked on common property or any black top however they can be housed in the unit owners closed garage. Commercial vehicles are defined to possess one or more of the following:
 - a. More than two (2) axles for four (4) wheels.
 - b. Open stake body, or in excess of eighteen (18) feet in length
 - c. Exposed tools, ladders, signage, paraphernalia, commercial items and/or rubbish.
10. Parking
 - a. Road – street parking, when allowed, is only allowed on the sidewalk side of the main road. No parking is allowed on the sidewalk itself around Indian Rock Road. No parking is allowed on the inner circle (even side) of the main road.
 - b. Entry to courtyard – no parking is allowed in the entrance leading into a courtyard.
 - c. Courtyard – area parking is as indicated on the attached Exhibit A. All courtyard parking shall be “head-in” only (no parallel parking). Courtyard areas are defined as the non-driveway area in the center of odd numbered units: 1-25, 35-57, 67-89, 99-121, 123-145, 155-177, and 203-225

- d. Guest – is allowed around the perimeter boundaries of a courtyard on a space-available basis or on the sidewalk side of the main road and in such a way that the vehicle is not on the sidewalk or impeding pedestrian passage on the sidewalk.
- 11. Winter Parking Ban and procedures: No overnight parking in the street (along Indian Rock Road) is allowed from November 15th through April 15th. This is to allow unobstructed passage of snow removal vehicles.**
- 12. If a storm is likely, park your car in the garage. Park any cars that cannot be garaged no closer than 4 feet from the front of the garage door to allow access for shoveling. Under NO CIRCUMSTANCES should you park in the main roadway or in the center of the courtyard. The main roadway will be cleared first. This will include a pass through the courtyards. This must be done to allow the contractor unencumbered access to the courtyards. Occasionally this may mean moving a vehicle out to the roadway in the morning and moving it back to your driveway upon your return in the afternoon.
- 13. Request for exemptions or exceptions to any of the aforementioned rules must be made in writing to the Board of Directors and may only be granted by written consent of the Board of Directors.

Assessment of penalties for failure to adhere to the aforementioned Vehicle and Parking Regulations:

Let this document serve as written notice to all unit owners and hence forth violation may result in towing, at the owner's expenses, in addition to other fines or costs as necessary. In addition, the Board may elect to seek legal and court-enforced assistance in an effort to resolve a condition of violation of this Policy Resolution. All costs and liabilities associated with ensuring compliance with this Resolution shall be assessed against the unit owner where the non-complying vehicle owner resides.

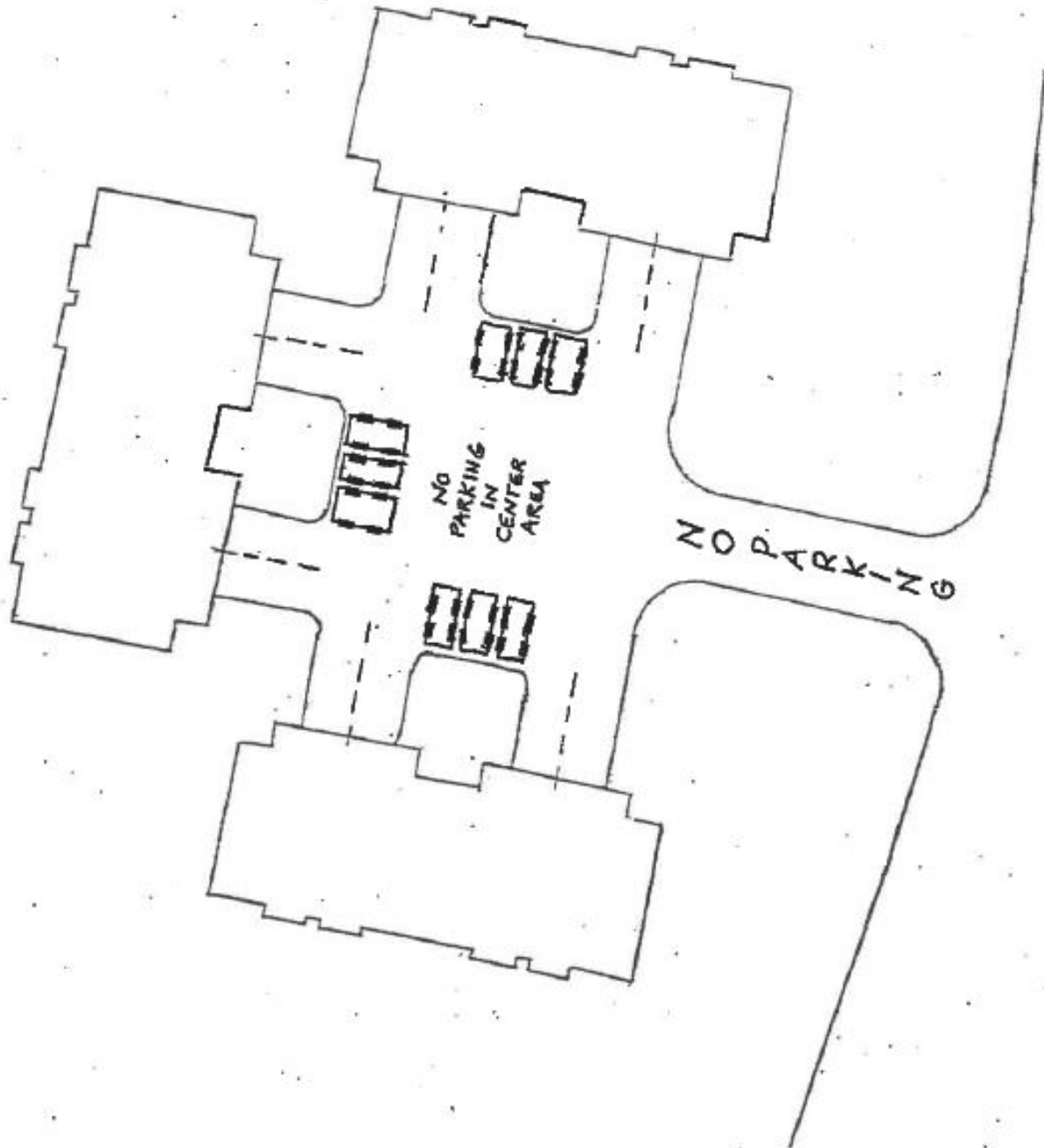
The "Due Process" review procedures outlined in Policy Resolution II shall apply to this Resolution.

Adopted by the Board of Directors, July 6, 1994. Revised by the Board of Directors, March 25, 2003, November 2013 and again June 25, 2014.

INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION VI
VEHICLE AND PARKING REGULATIONS

EXHIBIT A

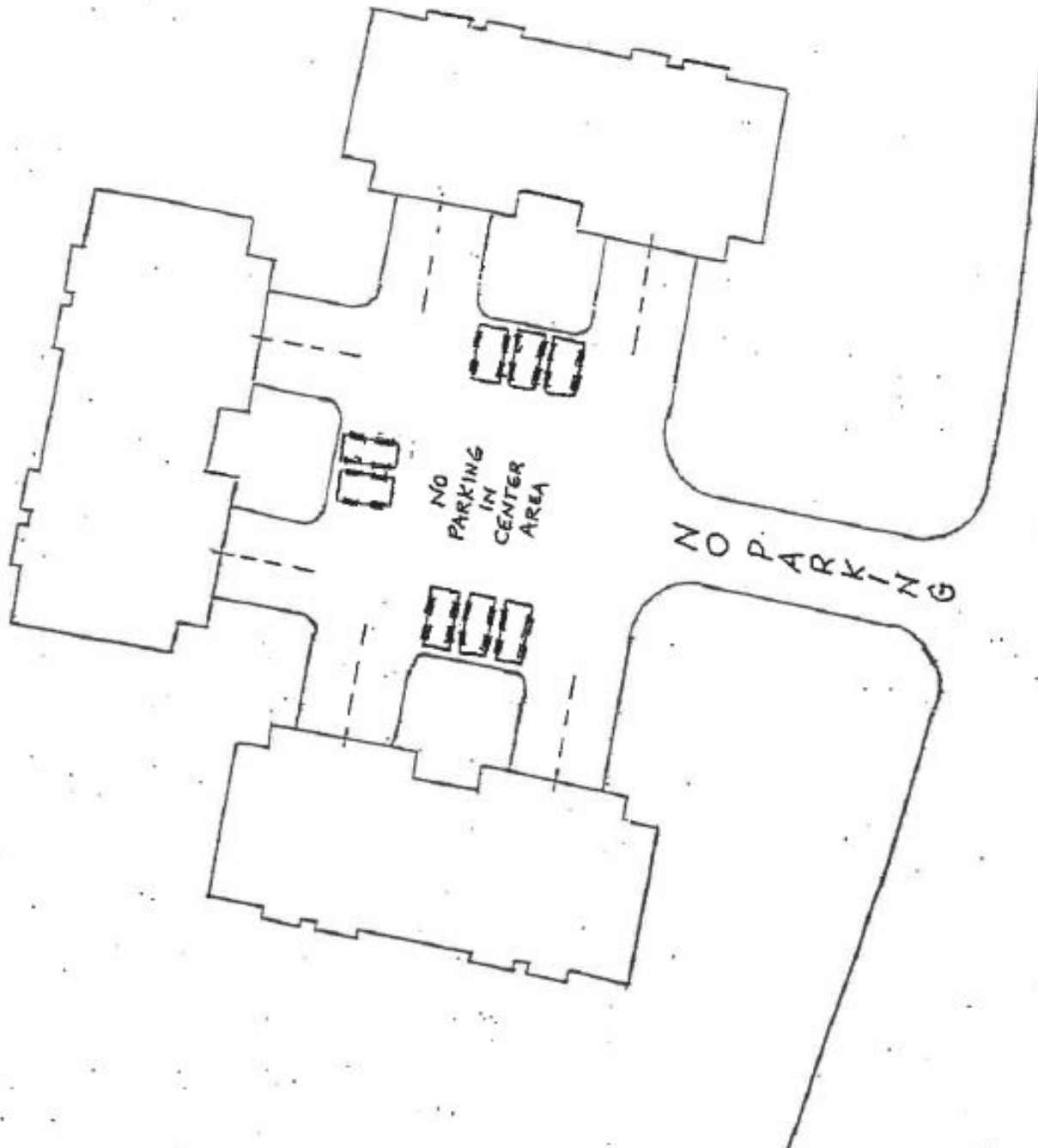
COURTYARD AREA PARKING PLAN



INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION VI
VEHICLE AND PARKING REGULATIONS

EXHIBIT B

COURTYARD AREA PARKING PLAN



**INDIAN ROCK VILLAGE CONDOMINIUM POLICY
RESOLUTION XIV**

POOL RULES

WHEREAS, Appendix A, Article I, Section D of the Indian Rock Village Declaration By-Laws empowers the Board to enforce and adopt rules and regulations for the use of the common area, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, the Board deems it necessary to establish guidelines to insure the safety and quiet enjoyment of the pool area and pool for the owners and residents of the Condominium.

NOW THEREFORE BE IT RESOLVED that the following rules be adopted with regard to the use of the pool and pool area:

1. The pool is for exclusive use of owners, residents, and their guests. All guests must be accompanied by their sponsoring resident.
2. Pool hours: 8:30 am to 8:30 pm daily.
3. All children under 14 years of age must be accompanied by an adult, unless they demonstrate they are able to swim the length of the pool. No children under 12 years of age are allowed in the pool area unless accompanied by an adult.
4. Running, rough play (in or out of the pool), and/or excessive splashing are prohibited.
5. Glass and/or breakable items, smoking and pets are prohibited from the pool and pool area.
6. Loud radios, musical instruments, excessive noise and/or disturbances, etc. are not permitted.
7. Persons with skin ailments, nasal or ear discharges, colds or any communicable disease are prohibited from entering the pool.
8. Proper attire in the pool is a bathing suit. Cut-offs, jeans, dungarees or any shorts with loose strands that can clog the filter, are not permitted in the pool.
9. Diapered swimmers must wear appropriate diapers and swimwear in the pool at all times.
10. Owners, residents and guests use the pool at their own risk. There is no lifeguard, monitor or supervisor on duty.
11. Security of the pool is the responsibility of all residents. Please lock the pool gate behind you at all times. Please do not allow other members of your family to give keys for the pool to anyone who is not a resident.
12. If anyone notices after hour disturbance or activity in the pool area, please notify the police and Management.

ASSESSMENT PENALTIES FOR FAILURE TO ADHERE TO THE AFOREMENTIONED RULES:

FIRST OFFENSE: Written warning plus any related costs.
SECOND OFFENSE: \$ 25.00 plus any related costs.
SUBSEQUENT VIOLATIONS: \$ 50.00 plus permanent removal of pool privileges for one year, plus any related costs.

The Board shall have the right to fine in excess of the amounts stated above for violations concerning the health, safety, and welfare of other residents. After the fourth violation notice, daily fines may be assessed for on-going violations.

The Board may elect to seek legal and court-enforced assistance in an effort to resolve a violation of the Association's Pool Rules as herein listed. All costs associated with ensuring compliance with any of the aforementioned Rules shall be assessed against the owner of the unit responsible for the infraction.

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 resolution is subject to the observation of a violation by the Board of Directors, Management, and /or the receipt of a signed written complaint from a unit owner.

Adopted by the Board of Directors, November 24, 1992

Amended and Adopted by the Board of Directors, September 20th 2024

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XV**

TENNIS COURT USAGE REGULATIONS

WHEREAS, Appendix A, Article I, Section D, of the Declaration of Indian Rock, A Condominium, empowers the Board of Directors to enforce and adopt rules and regulations for the use of the common areas, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, The Board of Directors wishes to establish guidelines to preserve the tennis court facility and ensure the safety and quiet enjoyment of said facility for the residents of the Condominium,

NOW THEREFORE BE IT RESOLVED that the following rules be adopted with regard to use of the tennis court facility:

1. The tennis court facility is for the exclusive use of owners, residents and their guests. All guests must be accompanied by their sponsoring residents while using the tennis court facility.
2. Tennis court hours: 8:30 am to 8:30 pm daily.
3. The tennis court facility is to be used only for the playing of tennis or basketball.
4. Only tennis shoes, sneakers or rubber soled shoes with white rubber soles are allowed in the tennis court facility. No black soled shoes allowed.
5. No loud radios, tape players, excessive noise and/or disturbances, etc. are permitted.
6. Security of the tennis court facility is the responsibility of all residents. Please lock the tennis gate behind you at all times. Please do not give a key to the tennis court facility to anyone who is not a resident.

ASSESSMENT PENALTIES FOR FAILURE TO ADHERE TO THE AFOREMENTIONED RULES:

FIRST OFFENSE:	Written Warning plus any related costs for any violation occurring not more than once in a one (1) year period.
SECOND OFFENSE:	\$25.00 plus any related costs.
SUBSEQUENT VIOLATIONS:	\$50.00 plus permanent removal of tennis court facility privileges for one year plus any related costs.

Owners in receipt of a notice of violation shall immediately correct or resolve said violation prior to using the tennis court facility again. In the event another infraction is observed, the next level of penalty shall be applied, and so forth until said rule infractions are no longer observed or loss of tennis court facility privileges are implemented, whichever come first. In addition, the Board may elect to seek legal and court-enforced assistance in an effort to resolve a condition of violation of this Policy Resolution. All costs and liabilities associated with ensuring compliance with this resolution shall be assessed against the owner of the unit where the non-complying facility use resides.

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 Resolution is subject to the receipt of a signed written complaint. The "Due Process" review procedures outline in Policy Resolution II shall apply to this Resolution.

Adopted by the Board of Directors, August 19, 1997.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XVI**

PRIVATE USAGE OF COMMON AREAS

WHEREAS, Appendix A, Article I, Section D, of the Declaration of Indian Rock, A Condominium, empowers the Board of Directors to enforce and adopt rules and regulations for the use of the common areas, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, The Board of Directors wishes to establish guidelines to preserve the common areas and ensure the safety and quiet enjoyment of said facility for the residents of the Condominium,

NOW THEREFORE BE IT RESOLVED that the following rules be adopted with regard to the private use of common areas:

1. Unit owners must submit a request to the Board of Directors via Management to reserve usage of the common area by the tennis court and pool at least 2 weeks in advance of date requested.
2. A deposit of \$75.00 made out to Indian Rock Village Condominium Association prior to the request being granted.
3. Unauthorized vehicles are prohibited from driving and parking on the road leading to the common area near the tennis court and pool.
4. Bathrooms are only open and available during the open season.

Approved by the Board of Directors, September 28, 2016.

**INDIAN ROCK VILLAGE CONDOMINIUM
POLICY RESOLUTION XVII**

GAS GRILL USE

WHEREAS, Appendix A, Article I, Section D, of the Declaration of Indian Rock, A Condominium, empowers the Board of Directors to enforce and adopt rules and regulations for the use of the common areas, for the benefit of the Condominium and the owners, which rules shall be furnished in writing to all owners and which rules shall not be violated, and

WHEREAS, The Board of Directors wishes to establish guidelines for safe use of gas grills for the residents of the Condominium,

NOW THEREFORE BE IT RESOLVED that the following rules be adopted with regard to use of gas grills:

The use of grills shall follow the requirements of NFPA 1, Uniform Fire Code, 2003 edition as adopted pursuant to RSA 153:5 in the State Fire Code Saf-C 6000.

1. NFPA 1, "10.11.7 For other than one- and two —family dwellings, no hi-bachi, gas grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 feet (3 in) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted."
2. NFPA 1, section 10.11.7 Prohibits the use of grills on balconies and under overhanging portions of the building. The code goes on to say that listed electrical units are allowed. The term listed is one of great importance, when it comes to these electrical units. The apparatus shall be used in accordance to its listing. This is to include location for use and distances to combustibles.
3. Grills shall be used in accordance with their listing.
4. Keep loose clothing away from the cooking surface and beware of grease flare-ups. Check hose on gas grills for cracks and deterioration.
5. Check your connections to the gas tank for leaks by applying a soap and water solution. If you see bubbles shut off the gas, clean and check for tightness and recheck again.
6. Clean venturi tubes and grill burner to allow efficient mixture of gas and even heating.
7. Use of gas grills, where permitted, shall be at least three feet from any combustibles, such as, your house, porch railings etc. The grill shall never be used under any overhang of the building, including the garage, breezeway, carport or porch.
8. Open fire pits are prohibited.

Approved by the Board of Directors September 28, 2016