

GRANITE HEIGHTS CONDOMINIUM RULES

The Granite Heights Board of Directors in accordance with ARTICLE V, OPERATION OF THE PROPERTY, Paragraph 9. (v) The Condominium Rules may be revised in any way at any time by the Board as conditions, warrant, and written communications will be sent to each Owner advising him/her of the change.

The Granite Heights Board of Directors hereby adopts the following rules effective July 2014, in addition to Article V, Paragraph 9, of the Documents.

Motor Vehicles/Parking

VIOLATIONS OF THE FOLLOWING RULES (1.1-1.10) MAY RESULT IN FINES AND/OR TOWING AT THE OWNER'S EXPENSE.

- 1.1 All Residents' motor vehicles must display a current registration plate, a current inspection sticker, and be in running condition or they will be subject to tow *at the Owner's expense*.
PARKING IS NOT PERMITTED ALONG ROADSIDES.
- 1.2 Each home has two (2) designated parking spaces. These spaces are located in the driveway and garage areas of that unit only. Additional resident parking is available in the designated overflow areas.
"Overflow" Areas that are designated by the Board of Directors. Any vehicle blocking legally parked cars, parking spaces, driveways, or fire zones *will be towed at the owner's expense*. PARKING IS NOT PERMITTED ALONG THE ROADSIDES.
- 1.3 Guest parking is available in the Overflow areas only. PARKING IS NOT PERMITTED ALONG THE ROADSIDES.
- 1.4 No Resident shall leave boats, trailers, unregistered or non-inspected vehicles, mobile homes, recreational vehicles, etc. within the Condominium parking, including driveways, or Common Areas.

- 1.5 No snowmobiles, unregistered motorcycles, dirt bikes or minibikes, motorized scooters, or similar all terrain vehicles will be operated, or stored, within the confines of Granite Heights due to noise nuisance and operating hazard.
- 1.6 Under no circumstances will Residents or their guests be allowed to make repairs or change the oil and lubricate vehicles on site.
- 1.7 The speed limit for all vehicles is 20 M.P.H. on all roads in Granite Heights.
- 1.8 Residents must inform their guests of motor vehicle and parking rules.
- 1.9 Storage of personal vehicles, in overflow parking areas only, is limited to no more than seven (7) days. No commercial vehicles can be stored without prior authorization from Management or the Board.

1.10 **Towing of Vehicles**

- 1.10.1 **Snow Removal:** After the snow removal contractor has completed all main roadways, they will begin plowing parking areas. The plow contractor will sound their horn when entering a parking area to alert all Residents to move vehicles. With this signal, Residents are responsible to move vehicles to allow the plows to clear parking spaces / driveways. If Residents do not move their vehicle(s) outside the cluster, or to another parking lot already cleared, within *30 minutes*, the Association will tow the Vehicle *at the Resident's expense, without warning*. Arrangements must be made to move vehicles in case of sickness or absence.
- 1.10.2 **Spring and Fall Clean-up:** Residents must move vehicle(s), or make necessary arrangements for removal, to allow the grounds contractor to sweep/clean all asphalt surfaces during the spring and fall. A notice will be posted in the Mail House with projected dates of service.
- 1.10.3 **Illegally Parked Vehicles:** Vehicles parked in another Resident's assigned space or in non-designated parking locations can be towed *at the Resident's expense, without warning*.

2.1 **Satellite Dishes:**

The Granite Heights does allow satellite dishes, in accordance with the FCC rules. Dishes may be installed on the Limited Common Areas only, which includes the rear deck floor or deck railing. Dishes cannot be installed on or in the Common Areas, or on any part of the unit except as noted. The satellite dish cannot exceed one (1) meter in diameter, and cannot extend beyond the vertical (top of the slider) or horizontal (deck railing) planes of the deck surface. Nonconforming dishes will be removed by the Association, at the homeowner's expense. Satellite dishes cannot be mounted on towers, or attached directly to the units. All cables must go in the basement and be installed in a professional manner.

The Owner will be responsible for all costs associated with the installation, operation, and maintenance of the system. No trees or branches may be removed to facilitate installation. Any removal of such will result in a fine of \$100 to the unit, as well as any other restitution costs deemed necessary by the Board. The Owner will be responsible to remove the dish so the Association can conduct routine maintenance on the decks or structures when required. The Association will notify the owner in writing, and allow 48 hours for removal of the dish. If the owner does not remove the dish, the Association has the right to remove the dish, and will not be responsible for damage or the cost to install it after maintenance has been conducted. The Association will not be responsible for any damage due to falling objects, including trees, branches, ice from roofs, or any other items. The Owner will be responsible for any and all damage to the decks, rails, or any other part of the structure during installation or removal of the satellite dishes.

Homeowners wishing to install a satellite dish must first request permission, in writing, to the Board prior to installing a dish. The request must include dish diameter and location on the deck, along with a simple wiring diagram. The Board requires notification at least seven (7) days prior to installing the dish, and the owner must receive approval before any work begins.

Satellite Dish Location Waiver

If the unit owner is requesting a variance to mount the dish then the following applies:

Pay a waiver fee of \$100 and; request a waiver for the satellite dish to be installed in such a way that no portion of the dish or structure would be visible over the crest of this roof as seen from 50 yards from the front of the unit's grassed-in area and; have a said waiver request approved at a meeting of the Board of Directors and execute an indemnification agreement holding the Association harmless for any subsequent damage to the Unit that is the result of water, wind, or other damage directly related to the holes drilled and other modifications made to the Unit as a result of installation of the dish on the structure, roof or any other portion of the building, except as noted in the original rule; all work must meet the requirements of the Board of Directors and the Property Manager and; pay a \$500 security deposit for the potential future damage caused during the act of installing both the original dish and the second satellite dish.

2.2 Flags:

Only one 3'x5' American flag, mounted on a pole, on the front of the unit will be allowed at any time. The pole must be mounted from the trim board on the garage door adjacent to the front entry, and will be mounted at the first floor level ONLY.

2.3 Outdoor Cooking Grills:

The Hooksett Fire Department has notified the Association that grills, except for electric units, are no longer permitted on the decks. We have enclosed a copy of the uniform fire code section 10.11.7 that addresses open flame devices.

The Board discussed this item during the June 2008 meeting and agreed that all grills must be removed from the decks. Grills can be stored behind the homes in the crushed stone area, and when in use the grill must be at least 10 feet away from the structure.

3.0 Solar Lights:

Residents will be permitted to use a maximum of 3 solar pathway lights that must be located in the bark mulch bed adjacent to the front door of their home.

No solar flood lights will be permitted; no solar lights shall be placed in the grass along the driveway, or any other common areas on the property. No solar lights shall be placed in such a manner as to illuminate the neighboring unit in any way.

4.0 SPECIFICATIONS FOR REAR DECK STAIRS:

The Board of Directors does allow owners to install steps off the rear decks under the following provisions.

- A. The unit owner must first submit a request in writing to the Board of Directors. The request will be reviewed during the next scheduled Board meeting.
- B. Once the Board grants approval, the owner must acquire a building permit from the Town of Hooksett prior to construction.
- C. Owners must submit proof of insurance for all contractors prior to beginning work.
- D. All materials used must be premium pressure treated lumber, to match existing deck materials.
- E. A platform with handrails, not less than 3' by 3' and not more than 4' by 4' shall be added to the side of the existing deck. The platform must be offset at least 1' from the building to allow maintenance to the structures.
- F. The platform shall be attached using proper hardware and fasteners approved by the Hooksett Building Department. The platform shall have two support posts attached to the underside, and supported at ground level by concrete footing. The building department shall determine the footing depth.
- G. Stairs leading off the platform shall be parallel to the existing deck and have handrails on both sides. All handrails and stairs shall comply with existing building codes.
- H. Concrete blocks at ground level shall support the lower portions of the stairs treads.
- I. The owner will be responsible to remove all grass below the new stairs platform and add $\frac{3}{4}$ inch crushed granite stone.

5.0 **Rear Deck Awning:**

The installation of rear deck awning must be pre-approved by the Board of Directors by submitting a request in writing, and must meet all standards and specification. (I.e. SunSetter Vista crank out or standard Motorized models, Forest Green or Evergreen solid color only (no exceptions) – widths may vary according to deck dimensions).

Homeowners are responsible for all costs associated with the purchase, installation, re-installation, maintenance, and removal of the awnings. The awning can only be originally installed by a contractor approved by the Board of Directors, or a contractor recommended by SunSetter.

Homeowners are also responsible for any damage to the existing structures associated with the awning. Awnings must be removed and re-installed by the homeowner, or by a Board approved contractor at the owner's expense within 3 business days when requested by the Board for the purpose of building maintenance. If the unit owner doesn't comply within the specified time, the Board has the right to contract for removal at the unit owner's expense. If the Board is forced to remove an awning the Board of Directors, Granite Heights Condominium Association, or their Agent will not be responsible for any damage to the awning, or replacement of the awning.

The awning cannot protrude beyond the side or front handrails of that unit owner's rear deck. Unit owners are not permitted to remove any light fixtures, vents, siding, or any other exterior portion of the building or decking, during the installation process.

All awnings must be removed or stored properly during the winter months, November 15th through April 15th, each and every year. The awning owner will be responsible for all damage to the buildings, common areas, and other owner's personal property in the event that the awning or any portion thereof falls from, is blown from, or for any other reason causes any damage.

Unit owners are responsible for maintain the awning at all times. In the event the awning is not being maintained to the Board's acceptable level, the Board has the right to order removal of the awning, at the unit owner's expense, and give 24 hours for the unit owner to comply. If the unit owner doesn't comply within the specified time, the Board has the right to contract for removal at the unit owner's expense.

If the Board is forced to remove an awning, the Board of Directors, Granite Heights Condominium Association, or their Agent will not be responsible for any damage to the awning, or replacement of the awning. Under no circumstance will awnings be considered any portion of the unit or limited common areas for the purpose of insurance coverage, and will be deemed unit owner's personal property at all times.

ENFORCEMENT

- A. The Board shall have the authority to enforce all Rules. Such enforcement will include warnings and levying assessments against violators of these rules. A first offense violation will result in a written or verbal warning from the Board or Management. Subsequent infraction of the same rule within a 12-month period will result in an assessment of \$100. A Resident receiving an assessment has the right to appear at the next regularly scheduled Board meeting to show cause why the assessment should not be paid. Failure to pay such an assessment within thirty (30) days will lead to a 10% late payment charge. Nothing herein shall be construed to limiting the Condominium Owners Association from other remedies available to them under the Bylaws or other Condominium Documents.