

Elk Run Phase IV Home Owners Association

SATELLITE and INTERNET DISH / ANTENNA POLICY

1. Any owner or occupant wanting to install a satellite dish or internet antenna must complete the *Application to Install Satellite Dish* form, submit it to the Board and wait for Board approval before any action can take place. The installation must conform to the conditions and restrictions set forth in these rules and requires the Contractor's certificate of insurance for both workman's compensation and general liability for Board approval.
 - a. Dishes may **only** be installed by the owner(s) of the property. In the event that a property owners tenant wishes to install a satellite dish, the property owner is responsible to submit the completed and signed *Application to Install Satellite Dish* to the HOA's Board of Directors. It is the responsibility of the unit owner to comply with these rules even if the owner's tenants and/or other occupants perform an installation without his or her knowledge.
 - b. The dish may not be installed on HOA common areas which include but are not limited to the buildings roofs or walls (including all fascia and outer deck walls). Allowed areas for satellite dish installation are described below.
 - c. In addition to complying with the Satellite Dish Installation Rules, owners are directed to the companion letter titled: Roof and Exterior Building Surface Requirements at Elk Run at Pinebrook IV dated May 6, 2009.
 - d. The owner can be required to temporarily relocate, at the owner(s) expenses, a dish anytime HOA needs to maintain or repair a given area. In such event, the HOA shall not be responsible for any damage to the satellite dish.
 - e. Homeowner agrees the HOA shall be relieved of all responsibility for the satellite dish.
 - f. Homeowner agrees to indemnify and hold the HOA harmless for any damage to any portion of a structure or property which the HOA is responsible for maintaining resulting from the installation of said satellite dish.
 - g. All liability for injury or property damage or property deterioration arising out of or in connection with the satellite dish system installation is the sole responsibility of the owner. Damage to the satellite dish system from any source shall remain the responsibility of the owner.
 - h. The owner shall be solely responsible for the care, maintenance, damage or replacement of the system. If maintenance by the HOA requires the temporary removal of satellite dish, the HOA will provide ten (10) days written notice to the owner, at which point the owner shall remove the dish. After the HOA's project is completed, the owner shall be responsible for reinstalling the dish, if he, she chooses to do so.
 - i. Upon removal of the dish which includes the removal of the cabling the owner shall be responsible for restoring the surface to which it was mounted to its original condition.
 - j. All unused or obsolete satellite dishes and cables are to be removed by the owner and the owner shall be responsible for restoring the surface to which it was mounted to its original condition.
 - k. If the existing satellite dish is replaced for any reason the owner is responsible to see that the old dish hardware is properly uninstalled, this includes wiring and any holes left in exterior structure of building are properly repaired, replaced, caulked and wood painted.
 - l. Should the owner fail to comply with or violates these rules, and upon written notification by the Association, if the violation is not corrected within Ten (10) business days, the owner agrees that the Association shall be entitled to act to correct the violation; impose a fine; and collect reasonable attorney's fees, costs, and expenses incurred in the enforcement of these rules to the extent permitted by law and the governing documents of the Association.

Elk Run Phase IV Home Owners Association

m. It is the intent of these rules not to conflict with the provisions of the FCC *Rules for Over-The-Air-Reception Devices* or the provisions of the *Davis-Sterling Act*. If any provision of these rules is found invalid, that portion shall be severed and the remainder shall remain in full force and effect.

2. A satellite dish may be installed in a unit's patio (if it exists) or deck floor, which is known as the unit's exclusive use common area (EUCA). One satellite dish is permitted per unit. Installation in common areas is prohibited even if an acceptable quality signal cannot be received from anywhere on owner's separate interest property or EUCA.
3. A satellite dish may be installed on the homeowner's individual unit chimney provided it is not visible from the street. The installation must be on the chimney's vertical two by four supports with a minimum of three feet above the roof line. One satellite dish is permitted per unit.
4. Installation of any components of the system on any wall of a unit is prohibited.
5. Installation or encroachment of any components of the system in or on any common area is prohibited, particularly the building roof.
6. The cabling needed for the new satellite dish must be installed in such a way as to minimize any negative aesthetics or cause damage or potential damage to the building structure. Under no circumstances should any cabling be attached directly onto the roof, roofing structure, or lie across any asphalt shingles. Homeowner agrees that they will contact HOA for pre-approval of cabling runs, pathways, and attachment locations.
7. The satellite dish shall be the smallest diameter size possible. The satellite dish shall not be greater than 1 meter (39.37") in diameter or diagonal dimension.
8. The dish shall be installed in such a way as to minimize the view of it from the common area (pathways & streets). If the satellite dish or system components are visible from the common area, the HOA may require that its position on the chimney be changed or additional fencing or landscaping be installed to screen it from view. If required, these changes shall be completed by the Association at the owner's expense.
9. The HOA is not responsible for any leaks or wood damage due to satellite dish installation.
10. Prohibited Satellite Dish Locations
 - a. No satellite dish shall be mounted to the siding, soffit or trim of an individual unit.
 - b. No satellite dish will be permitted in any common area other than the designated chimney.
 - c. No satellite dish will be permitted on the roof.

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SATELLITE INTERNET DISH/ANTENNA INSTALLATION APPLICATION

Homeowner Name: _____ Date: _____

Unit address: _____ Occupant is the owner a tenant *

Phone #: _____ H W C Alt Phone #: H W C _____

Tenant's Name * (if rented): _____

* If you are a tenant, the unit owner(s) are responsible for submitting this application.

Tenant's Phone #: H W C _____

Location of installation (check one): Deck Chimney

In order to facilitate the process please provide:

Contractor's Name: _____

Contractor's Phone # _____ : License #: _____

Proof of contractor's insurance provided (attach to this form): YES NO

Installation design: (check one)

Proposed installation complies with all Association rules; including manufacturer's instructions and applicable codes.

Proposed installation does not comply with all Association rules; applicant requests review meeting with Board of Directors.

I will comply with the Association's rules for installing, using, maintaining, and removing satellite dishes and antennae. I assume all liability for any injury or property damage that occurs due to the installation, use, and future maintenance of the dish.

Elk Run Phase IV Home Owners Association

SATELLITE INTERNET DISH/ANTENNA INSTALLATION ACKNOWLEDGMENT FORM

I acknowledge that:

- 1) Dishes may only be installed by the owner(s) of the property.
- 2) The dish may not be installed on Association common areas other than the designated chimney or the owner's deck and patio area.
- 3) The owner can be required to temporarily relocate, at the owner(s) expenses, a dish anytime the Association needs to maintain or repair a given area. In such event, the Association shall not be responsible for any damage to the satellite dish.
- 4) The Homeowner agrees the Association shall be relieved of all responsibility for the satellite dish.
- 5) Homeowner agrees to indemnify and hold the Association harmless for any damage to any portion of a structure or property which the Association is responsible for maintaining resulting from the installation of said satellite dish.
- 6) Homeowner agrees that they will contact HOA for preapproval of cabling runs, pathways, and attachment locations.
- 7) Homeowner agrees that they will be responsible for any leaks and wood damage from the mounting or dismounting of the satellite dish. These include cabling runs, pathways, and attachment locations.

By signing below, the Homeowner acknowledges, agrees to and accepts the foregoing provisions for the installation and maintenance of a television satellite dish or internet antenna for Homeowners unit.

Print Homeowner Name _____

Homeowner Signature _____ Date _____

OFFICE USE ONLY

Authorized by (Board Member): _____

Printed Name _____ Date _____