

Satellite Dish Installation & Maintenance Rules **For The Villas of South Commons**

1. Subject to these rules and regulations, satellite dishes may be installed upon seven (7) days prior written notice to the Board of Directors. Written notice shall include the name, address and telephone number of the Unit Owner responsible for the installation, the site of the proposed installation, the date of the proposed installation, and the name/contact information of the installer.
2. Satellite dishes of one (1) meter or less in diameter may be installed. Satellite dishes in excess of one (1) meter are prohibited.
3. The location of your unit determines your options for the installation location of your Satellite dish.
 - a. Unit Owners living in the homes on the West side of the property which border the railroad tracks must mount their satellite dishes on the rear (garage-side) of their units.
 - b. Unit Owners living in homes on the East side of the property, whose garages face South (there are 12 of these units distributed among 4 buildings), must install their satellite dishes within the Southern facade (garage-side) of their unit. Unless a strong signal is otherwise unattainable (and it shall be the responsibility of the unit owner to prove same if challenged by the Association), it is prohibited to mount a dish on the Western facade of the building, which faces South Commons Court.
 - c. Unit Owners living in homes on the East side of the property whose garages face North (there are 9 of these units distributed among 3 buildings), must also install their satellite dishes within the Southern facade of their unit. Specific installation location should be as unobtrusive to the street as possible. If it is determined that the dish must be mounted to a balcony in order to receive a satellite signal, then the dish should be installed on the either of the two main structural posts, at a height not to exceed that of the balcony's handrail. Unless a strong signal is otherwise unattainable (and it shall be the responsibility of the unit owner to prove same if challenged by the Association), it is prohibited to mount a dish on the balcony handrail, on either structural post above the handrail, or anywhere on the Western facade of the building, which faces South Commons Court.
4. Satellite dishes must only be anchored to a solid-wood, limited common element serving the unit to which the satellite signal is being carried. Satellite dishes may not be installed in or upon any common element, including but not limited to the ground, rooftops, brick or vinyl siding.

5. Satellite dishes shall be installed by an insured and bonded professional contractor.
6. Satellite dish installation shall be made so as to minimize the protrusion of the satellite dish beyond the limited common element to which it is affixed. All wires and cables shall be tied together and securely attached to the unit so as to blend with the area of installation and reduce the possibility of cable movement in windy conditions.
7. Satellite dishes may not be installed or maintained in any fashion that materially impedes (a) ingress to or egress from any unit, (b) the use of, or view from, any door or window of any unit, or (c) the use of, access to, or movement on or across any common element. In the interest of safety, satellite dish installations must be placed a minimum of seven (7) feet above street level. Satellite dishes may not be installed in any fashion that poses or increases risk of injury to any individual or property, or in any fashion that has the effect of increasing the liability insurance premiums of the Association or any other unit owner.
8. Satellite dishes shall be maintained in good repair and condition at all times, and may not be altered in shape, color or appearance from the manufacturer's original specifications without prior written consent of the Board of Directors. Nothing may be hung, draped, painted or otherwise affixed upon or to a satellite dish.
9. Unit owners installing satellite dishes shall be liable for any loss, injury or damage to the common elements, limited common elements, the Association, and/or third parties as a result of the installation, use, maintenance or lack of maintenance of such satellite dish.
10. Unit owners installing satellite dishes shall indemnify the association from any claim, loss, injury or damage to any person or property arising from or out of the installation, use or maintenance of a satellite dish, including any and all attorney's fees, expenses of litigation and court costs. The indemnification form shall be obtained directly from the management company and must be signed and submitted prior to the date of installation.
11. Upon removal of a satellite dish, the Unit Owner shall immediately repair all holes, remove all wires and cables, and restore the area in which the satellite dish was installed to its original condition – all at the Unit Owner's expense. The Unit Owner shall be liable for any damages to the common elements, limited common elements, the Association, and/or third parties as a result of the removal of the satellite dish.
12. Unit Owners must remove their satellite dish prior to the final sale of their unit. If repair/restoration is necessary, work will be coordinated and supervised by the current management company for the Villas of South Commons, and the Unit Owner will be invoiced for such work. Exception to this 'rule of removal' will be made only in the event that the new incoming Unit Owner requests the dish remain in place for his/her

future use. In such situation, the current Unit Owner shall obtain written acknowledgement from the new Unit Owner of both the intent to retain use of the dish and acceptance of the "Satellite Installation & Maintenance Rules For The Villas of South Commons." That acknowledgement must be submitted to the Board of Directors prior to the final sale of the Unit. Failure to remove the dish and pay for any required building repairs/restoration, or in lieu thereof to submit the new Unit Owner's formal acceptance of these rules will suspend the release of a paid assessments letter for the purpose of closing.

13. In the event one or more of the foregoing rules and regulations demonstrably prevents a Unit Owner from receiving a reasonably acceptable quality signal, the affected Unit Owner shall notify the Board of Directors in writing. At the Board's request, the Unit Owner shall also provide written documentation from a qualified contractor attesting to the unavailability of a reasonably acceptable quality signal. It shall be within the discretion of the Board to procure a second opinion, at its own expense. It shall be within the discretion of the Board to make such exceptions to the foregoing rules and regulations as are reasonably necessary and appropriate to afford the affected Unit Owner access to a reasonably acceptable quality signal, and no such exception shall be binding or applicable with respect to any other Unit Owner.
14. In the event that a Unit Owner fails either to submit written notice seven (7) days prior to the installation of a satellite dish, or to comply with any of the above rules, the satellite dish shall be subject to possible removal and relocation, and the element upon which it was originally mounted repaired at the Unit Owner's expense, per the Board's review.