

# Lakeview Estates Condominium Association

## ANTENNA/SATELLITE DISH POLICY Approved 02/12/2003

### Definitions

- § Antenna/Satellite Dish – any device used for the reception of video programming services, including direct broadcast satellite (DBS), television broadcast, and multi-point distribution service (MDS). A reception antenna-satellite dish that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance and use of a reception antenna-satellite dish shall be considered part of the antenna.
- § Mast – structure to which an antenna-satellite dish is attached that raises the antenna-satellite dish height.
- § Transmission-only antenna – any antenna-satellite dish used solely to transmit radio, television, cellular, or other signals.
- § Telecommunications signals – signals received by DBS, television broadcast, and MDS Antennae.
- § Exclusive-use area – the Limited Common Elements in which the owner has a direct or indirect ownership interest and which are intended for the exclusive use and enjoyment of the owner of the unit to which the Limited Common Elements are appurtenant, as defined in Section 2.B of the Master Deed of the Association.

### Approval Process

Any co-owner desiring to install an antenna/satellite dish must complete an ARC form and submit it to the Board for review. If the installation is routine, takes place in a limited common element or within the co-owner's unit, and conforms to all of the above restrictions, the installation may begin immediately upon Board approval.

### Maintenance

1. If antenna/satellite dish is installed on property that is maintained by the Association, the co-owners retain responsibility for antenna/satellite maintenance. Antenna/satellite dish must not be installed in a manner that will result in increased maintenance costs for the Association or other residents of the condominium community. If increased maintenance or damage occurs, the co-owner is responsible for all such costs.
2. If maintenance requires the temporary removal of antenna/satellite dish, the Association shall provide co-owner with a ten- (10) day advance written notice. Co-owners shall be responsible for removing or relocating antenna/satellite before maintenance begins and replacing antenna/satellite dish afterwards. If the antenna/satellite dish is not removed in the required time, then the Association may do so at the co-owner's expense. The Association is not liable for any damage to the antenna/satellite dish caused by Association removal.
3. Co-owners who install or maintain an antenna-satellite dish are responsible for all associated costs, including but not limited to:

- § Place (or replace) repair, maintain and move or remove antenna-satellite dish.
  - § Repair damage to any property caused by antenna-satellite dish installation, maintenance or use.
  - § Pay medical expenses incurred by persons injured by antenna-satellite dish installation, maintenance, or use.
  - § Reimburse residents or the Association for damages caused by antenna-satellite dish installation, maintenance, or use.
  - § Restore antenna-satellite dish installation sites to their original condition.
4. Co-owners shall not permit their antenna/satellite dish to fall in disrepair or to become a safety hazard. Co-owners shall be responsible for antenna/satellite dish maintenance, repair and replacement and the correction of any safety hazard.
  5. If antenna/satellite dish becomes detached, co-owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the antenna/satellite dish at the expense of the co-owner.
  6. Co-owners shall be responsible for antenna/satellite dish repainting or replacement if the exterior surface of the antenna/satellite dish deteriorates.