

## SEVEN BRIDGES COURTS ASSOCIAITON SATELLITE DISH USE AND INSTALLATION AGREEMENT

In order to keep the aesthetic appearance, while maintaining the structural integrity of our homes, the Seven Bridges Courts Association has adopted the following Rules and Regulations regarding the use and installation of a satellite dish.

It's suggested that our residents choose underground cable for television programming. However, FCC statutes dictate that an Association cannot unreasonably interfere with a resident's access to programming or unreasonably increase the cost of installation of a satellite dish. It is in the best interest of the community that the dish be installed only as described below. The roofs of the Dwelling Units shall not be subjected to any damage, intentional or unintentional, that has the potential to affect other units in the same building.

- 1. Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and confirm proper installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
- 2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control or in areas approved by the Association. The Association has the exclusive right and obligation to maintain the roofs, decks and siding of buildings. The Board is prohibiting satellite dishes from being installed in the following locations: the roof and decks. Any deviation must be approved by the Board of Directors prior to the installation of the satellite dish.
- 3. No more than one (1) antenna of each provider may be installed.
- 4. To protect the health, safety and welfare of the residents, all satellite dishes shall be professionally installed. The unit owner should provide proof that the contractor is insured and licensed. If possible, all wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
  Coaxial Cables from the Dish must enter the building at the nearest practical point. They shall be routed to that point along eaves and behind downspouts where possible, so as to minimize exposure. All cables must be connected to a grounding block, which shall be connected to the central building ground. (An interior metal cold water pipe or the grounded electrical enclosure.) The purpose of a grounding block is to protect the building from lightning strike damage as well as to protect your equipment and television.
- 5. Dish mountings currently require SW exposure. Buildings facing the South on Mashie and Brassie may not have dishes mounted on the surface facing the street. In this case, it must mount on the Brick Chimneys to achieve SW facing. All others (including Golf Course backing) shall mount on the rear or side wall of the unit to achieve a SW facing. These antennae must be installed at a minimum of 15 feet above ground level and may not be installed on deck sides or railings. Should this directional requirement change in the future; the Board will re-address these guidelines at that time.
- 6. All Dish Mountings on Brick Chimneys shall be installed in such a way as to minimize its view from the street using double expansion anchors (300 lb. pull out) drilled into the mortar rather than the brick so that the mortar can be restored upon removal of the mounting. Extension



masts (beyond the original provided with the Dish) may <u>not</u> be mounted above the top of the chimney.

- 7. Mountings installed on the wood siding on the side or backs of those units facing North or East will use 2" 3" long lag screws drilled <u>into the siding and the stud located behind.</u> If spacer or backing boards are used, they shall be the same color as the siding and <u>shall not</u> extend beyond the mounting plate.
- 8. **ROOFTOP MOUNTINGS ARE NOT PERMITTED**. Under no circumstances shall any holes be drilled into or through existing roofing.
- 9. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
- 10. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
- 11. The owner hereby indemnifies and holds harmless the Board of Directors of the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the owner must execute the attached hold harmless agreement.
- 12. Upon transference of the ownership or occupancy of the unit, the owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.
- 13. All satellite dishes shall be constructed in <u>strict</u> compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association <u>without notice</u>. All costs of removal and restoration shall be borne by the owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations.
- 14. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
- 15. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
- 16. The owner agrees to assume responsibility for a tenant's compliance with this agreement and any liability from the tenant's non-compliance or any action or inaction that results in the damage to the dwelling unit.



17. The owner agrees that, should any part of this agreement be found unlawful, the remainder of agreement remains in effect.	
Signature of Owner	Date
SBCA Use Only	
Date Agreement Received	Initials

April 19, 2016