

Coromandel Townhome Association

Board of Directors Approved July 24, 2007

Rules and Regulations Regarding the Installation of Satellite Dishes

In order to keep the aesthetic appearance of the Coromandel Townhome Association in a good and orderly manner, the Board has adopted the following rules and regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for 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 owner's exclusive use or control. The Board is requiring satellite dishes to be installed on the patio or around your home no more than 36" from the building. Any deviations, including on the roof, chimney or plant beds, 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 must be professionally installed. The unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
5. 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. The cost of this inspection may be assessed back to the owner installing the dish.
6. 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.

7. 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.
8. 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.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, 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 attorneys' fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as result of the installation of the dish. Upon installation of the dish the owner must execute the attached hold harmless agreement.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser of 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.
11. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by 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. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

Owner(s)

Print Name _____

Signature _____

Print Name _____

Signature _____

Address _____

City/State _____

Phone _____

SATELLITE DISH AGREEMENT

This agreement is entered into this _____ day of _____ 2____, by and between _____ (“Owner”) and the Coromandel Townhome Association, and Illinois not-for –profit corporation (“Association”)/

The following recitals of fact are a material part of this Agreement:

1. The Owner resides at _____, _____, Illinois, and it the owner of the property within the Association commonly known as Coromandel Townhome Association.
2. Pursuant to Article _____, Section _____ of the Declaration of Condominium for the Association (“Declaration”), no Owner may install a satellite dish on the property without the written approval of the Association’s Board of Directors.
3. Section 207 of the Telecommunications Act of 1996 titled *Restrictions on Over the Air Reception Devices* (“FCC Regulations”) prohibits the Board Members from restricting an Owner from placing a satellite dish that is one (1) meter or less in diameter on portions of the property in which the owner has a direct or indirect ownership interest and where the owner has exclusive use or control.
4. FCC Regulations do permit the Board the right to adopt rules governing the placement, screening, color, etc. of these dishes, provided these rules do not (a) substantially increase the cost of installation, maintenance or use of the dish; (b) unreasonable delay the installation of the dish and (c) precludes reception of an acceptable quality signal.
5. The Owner desires to install a satellite dish on the property one (1) meter or less in diameter, and to comply with all other requirements of the Declaration and policies adopted by the Association’s Board of Directors.

NOW, THEREFORE, in consideration of the mutual covenants and obligation set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

1. The Owner agrees to submit to the Board of Directors a completed Satellite Dish Installation Application (a copy attached hereto and made a part hereof as Exhibit A.)
2. All satellite dishes shall be constructed in strict compliance with the approved rules and regulations. Any deviation from the approved rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by 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. The fine shall be set by the board of Directors in accordance with approved guidelines for fines.
3. The Owner hereby indemnifies and holds harmless the Board of Directors, 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 attorneys' 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.
4. 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 this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest, or the satellite dish must be removed by the owner and the property must be restored to its original condition.

5. Time is of the essence of this Agreement.
6. This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

Coromandel Townhome Association

By: _____
Its President

ATTEST:

By: _____
Its Secretary

Owner(s)

COROMANDEL TOWNHOME ASSOCIATION

Satellite Dish Installation Application

Name: _____ *Date* _____

Address: _____

Telephone: _____

SATELLITE DISH SPECIFICATION:

COLOR: _____ **SIZE:** _____

LOCATION _____

INSTALLER: _____

I/We, the undersigned, do hereby acknowledge that I/We understand the rule concerning the proposed installation of the satellite dish. I/We agree to abide by the rule set forth by the Board of Directors and will be solely liable for upkeep maintenance on the satellite dish as more fully set forth in the Satellite Dish Agreement.

Date _____

Signed: _____

Owner(s)

FOR OFFICE USE ONLY:

Date Received: _____ *Received by:* _____

Date Approved: _____ *Date Disapproved:* _____

Approved By: _____ *Disapproved By:* _____

Final Inspection Date: _____ *By:* _____

Reasons for Disapproval: _____

