



Balance Rock Condominium Association

PO Box 68 Seymour CT, 06483

<http://www.balancerockcondo.com>

Balance Rock Condominium Association Waiver of Liability for Satellite Dish

I, _____ agree to all the terms and conditions set forth below, and release Balance Rock Condominium Association from all liability associated with the installation of a Satellite Dish.

Including:

1. Structural Defects
2. Insurance Liability
3. Maintenance and Repair
 - a) Siding
 - b) Roofing
 - c) Windows
 - d) Foundations
 - e) Beds and Lawn Areas
 - f) Deck and Railings

Conditions:

1. The Unit Owner must follow the rules and conditions outlined in the attached "**Policy for Satellite Antennas.**"
2. The unit owner will be responsible for all future repairs and maintenance, and any resulting damage from any improper workmanship.
3. If the unit is SOLD, the Satellite Dish is to be removed. (See IX)

Owners Signature _____ Date _____

Address _____

City, CT Zip _____

Telephone _____ Cell _____

_____ Date _____

*Bob Pagliaro Property Manager
Balance Rock Condominium Association*

BALANCE ROCK CONDOMINIUM ASSOCIATION

POLICY FOR SATELLITE ANTENNAS

I. Installation Rule

A. Antenna Size and Type

1. Direct Broadcast Satellite (DBS) antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
2. Multi-point Distribution Service (MDS) antennas larger than one meter are prohibited.
3. Installation of transmission-only antennas are prohibited.
4. All antennas not covered by the Federal Communication Commissions (FCC) rule are prohibited.
5. No more than one antenna may be installed by an owner.

B. Location

1. Antennas must be installed solely in the owner's unit or in an exclusive-use area as designated in the Association document. (Defined as a Limited Common Area in the Balance Rock Condominium Association Declaration and By-Laws.)
2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
3. Antennas must not encroach upon common elements, any other owner's individual unit or limited common area, or the air space of another owner's limited common area.
4. Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible. This section does not permit installation on common property, even if an acceptable quality signal cannot be received from the limited common area.

C. Installation on Limited Common Areas

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so they do not materially damage the common areas, limited common areas or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.
3. Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation.
4. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
5. There shall be no penetrations of exterior limited common areas of the building unless it is necessary to receive an acceptable quality signal or it would

unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
 - b) Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or;
 - c) Existing wiring for transmitting telecommunications signals and cable services signals.
6. If penetration of the exterior limited common areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes.
7. **Approved area of installation will be the limited common area deck floor. The satellite may not be installed on the deck rails or pickets or fastened to any common area of the building.**

D. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to:
 - a) Place (or replace), repair, maintain, and move or remove antennas;
 - b) Repair damage to any property caused by antenna installation, maintenance or use;
 - c) Pay medical expenses incurred by persons injured by antenna installation, maintenance or use;
 - d) Reimburse residents of the Association for damage caused by antenna installation, maintenance or use;
 - e) If the antenna is removed, the installation site must be returned to its original condition.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

E. Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

2. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium.
3. Installations must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the owner's unit.
4. To prevent electrical and fire damage, antennas shall be permanently grounded.

II. Antenna Camouflaging

1. Antennas shall be painted to match the color of the structure to which they are installed.
2. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or other units.
3. Exterior antenna wiring shall be installed so as to be minimally visible.

III. Mast Installation

Mast height may be no higher than necessary to receive acceptable quality signals.

IV. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

V. Association Maintenance of Location Upon Which Antennas Are Installed

1. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
2. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by Association removal.

VI. Notification Process

Any owner desiring to install an antenna must complete a notification form and submit to the managing agent.

VII. Installation By Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

VIII. Enforcement

If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, a fine of \$25 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

IX. Deposit Requirement

Upon submittal of the request form to install a satellite antenna, a \$200.00 deposit must accompany the request. The **\$200.00** deposit will be used to offset any costs of repairs or restoration to the decking due to improper installation or removal. In order for the deposit to be returned, the installation area must be inspected and all disturbed areas must be returned to its original condition.

Once the request form and deposit is received, a signed Notice of Intent will be returned with a red numbered sticker. The red sticker must be displayed on the face of the satellite antenna for easy viewing. Again, if antenna does not have a red numbered sticker, unit owner may be subject to fines and responsible for costs associated with the removal of the antenna.