

Satellite Dish Standard
Inverrary Condominium Association

WHEREAS, the Board of Directors for Inverrary Condominium Association has agreed to not restrict Co-owners right to access a satellite signal or unduly increase the costs of access to a satellite signal for television reception, it is hereby declared that:

1. If a Co-owner desires to install a satellite dish in, around or on the common elements or limited common elements of the Association, as defined in the Master Deed and Bylaws, the Board of Directors, in its sole discretion, shall approve in writing the location of the installation of such satellite dishes using the procedures and standards set out in this document *prior to* the installation of such dish. If such dish is installed without written approval or is installed in a location other than the approved location, the Board may authorize the removal of such dish at the cost of the Co-owner who installed the dish.
2. The Co-Owner must review this standard and complete an application for installation of a satellite dish on a form approved by the Board of Directors. An application will not be administratively complete unless and until the Co-owner provides information required, and agrees, to satisfy all of the requirements, terms and conditions of this standard.
3. The location for a satellite dish shall be approved by the Board of Directors on a case by case basis upon receipt of an application. After review of an application for administrative completeness at a regularly scheduled board meeting, if complete, the decision will follow after such time as to allow all Board members time to view the designated area, discuss the proposed placement and vote (not more than 2 weeks after the Board meeting);
4. The Board shall not approve an application to install unless, and until, such application satisfies all of the standards, terms and conditions of this standard. The minimum standards are:
 - i. All satellite dishes located at Inverrary Condominiums shall be less than twenty four (24) inches in diameter.
 - ii. All satellite dishes located at Inverrary shall be colored to match, or compliment, the surroundings of its proposed location and the approval of the color shall be in the sole discretion of the Board of Directors.
 - iii. No dish shall be mounted or attached in any way to the roof or the eaves/soffits.
 - iv. All satellite dishes located at Inverrary must be reasonably concealed, as much as possible, from the sight-line of street traffic throughout Inverrary Condominiums.
 - v. All satellite dishes located at Inverrary must be mounted in such a way to minimize the damage, and the risk of any consequential damage, to any common or limited common element.
5. The owner of the satellite dish shall agree to the following as a condition of an approval for installation of a private satellite dish on the common or limited common elements of Inverrary:
 - i. To indemnify and hold the Association harmless for any damage caused to the common or limited common elements of the Association and any liability arising from the location and installation of the satellite dish.
 - ii. To maintain the satellite dish and any related hardware in a manner that causes the equipment to remain reasonably attractive and in sound structural condition so that such installation shall not cause any damage to the common, limited common elements or to any co-owner's unit (other than the applicant's).
 - iii. To restore any damage to the common, limited common elements or to any co-owner's unit (other than the applicant's) as a result of installing, maintaining, removal or replacement of the satellite dish.

- iv. To hold the Association and its vendors harmless for any damage caused to the satellite dish and related equipment (or the installation of such dish) including any harm caused to equipment used in the course of providing maintenance services to the Association, such as lawn maintenance, snow removal, etc.
- v. The Co-Owner agrees to remove the satellite dish prior to the transfer of ownership, or (if the unit is leased) occupancy, of the condominium unit.

- 6. After the installation of a satellite dish, the Association, or its agent, shall inspect the installation to ensure that it complies with the application and as a precaution to ensure that the installation will not cause any damage to the limited common elements. The cost of such inspection shall be reimbursed by the Co-owner but such reimbursement shall not exceed \$25.00 (for each inspection—if multiple inspections are required). Notwithstanding the inspection, the Association shall not be responsible for any damage or liability caused by the dish or its installation.
- 7. Notwithstanding the approval of an application, there shall be no vested rights created by any approval; all approvals are simply a license granted on a temporary, conditional basis. Furthermore, the location of all satellite dishes on the property are subject to re-approval (including, but not limited to, removal or relocation at the co-owner's expense) if the Board, in its sole discretion, decides that removal or relocation is necessary to maintain the aesthetics of the Association and its buildings when the Board receives an application for installation of an additional satellite dish on, or around, a building where one or more dishes are installed, if ever. Notwithstanding the prior statement, the location, use and entitlement to these devices, and these rules governing the same, shall be subject to change, as the Federal Communications Commission or the Board of Directors promulgates future regulations.

This standard was approved by the Board of Directors of the Inverrary Condominium Association at a duly noted meeting on _____(date)

Inverrary Condominium Association

6-20-10
Date

Marianne Smith
President, Board of Directors

6-20-10
Date

Joan A. Emahiser
Secretary, Board of Directors

Inverrary Condominium Association

29830-29890 West Twelve Mile Road

Farmington Hills

Michigan

48334



**Application for Satellite Dish Installation
Inverrary Condominium Association**

In accordance with the standards promulgated by the Inverrary Condominium Association, Co-Owner hereby applies for permission to install a Satellite Dish on the common or limited common elements of the Association as described below:

Attach the specifications for the dish and installation including details of color, mounting hardware, proposed location on building(s) or common elements, and all other relevant information to this application.

The undersigned Co-owner hereby agrees to all of the terms and conditions stated in the Satellite Dish Standard for the Inverrary Condominium Association and accepts full responsibility for the costs of decoration, maintenance, repair, and removal or replacement of the satellite dish and related equipment upon the common or limited common elements of Inverrary Condominium Association pursuant to such standard. Co-owner agrees that any of these costs, including the cost of removal or relocation, paid by the Association shall become a lien upon Co-owners unit.

The undersigned further agrees to indemnify and hold the Association harmless for any acts, losses, or liability associated with the satellite dish, related equipment and its installation upon the common or limited common elements of Inverrary Condominium Association.

Co-owner(s)

(LS) _____

(LS) _____

Printed Name: _____

Printed Name: _____

Street Address and Unit #

City, State, Zip

Telephone

Date

_____ Approved subject to: i) continued compliance with the Satellite Dish Standard for Inverrary Condominium Association, which is incorporated herein by reference as an integral part of this approval, and ii) inspection after installation at Co-owner's cost.

Inverrary Condominium Association

Date

Member, Board of Directors

I n v e r r a r y Condominium Association

29830-29890 West Twelve Mile Road

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Michigan

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