

Rules for Installation of Antennas/Satellite Dishes Streamwood Estates

The Board of Directors of Streamwood Estates Association (the Association") adopts these rules on the 20th day of July, 2016, effective 30 days after distribution to Co-owners.

BACKGROUND

A. The Association is responsible for governance, maintenance and administration of Streamwood Estates ("the Community").

B. The Association exists pursuant to applicable Michigan Law, including the Michigan Condominium Act and the Michigan Nonprofit Corporation Act, as well as the Condominium Documents for the Community.

C. The Condominium Act and the Condominium Documents authorize the Board of Directors to adopt and enforce reasonable rules and regulations in the interest of the Community.

D. The Federal Communications Commission ("FCC") adopted rules effective October 14, 1996 and November 20, 1998, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas.

E. The Board of Directors desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas (defined below) in the best interests of the Community and consistent with the FCC rules.

The Board of Directors adopts the following rules and regulations ("Rules") for the Community, which shall be binding upon all Co-owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

I. DEFINITIONS

A. "Antenna" means any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast (TVB), multipoint distribution service (MDS) and fixed wireless (FW). A reception antenna 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 an antenna shall be considered part of the antenna.

B. "Mast" means a structure to which an antenna is attached that raises the antenna height.

C. "Transmission-only antenna" means any antenna used solely to transmit radio, television, cellular or other signals.

D. "Co-owner" means any owner of a Unit in the Community and, for purpose of this Rule

only, includes a tenant.

E. "Telecommunications signals" means signals received by antennas.

F. "Exclusive-use area" means the Unit or a Limited Common Element area in which the Co-owner has a direct or indirect ownership interest and that is designated for the exclusive use of the Co-owner as defined in Article IV, Section B of the Master Deed, and that is appurtenant to the Co-owner's Unit.

II. INSTALLATION RULES

A. Antenna Size and Type

1. DBS, MDS and FW antennas that are one meter or less in diameter may be installed in accordance with Section B below. Antennas designed to receive satellite signals and which are larger than one meter are prohibited.

2. TVB antennas, regardless of size, may be installed in accordance with Section B below.

3. Installation of transmission-only antennas is prohibited.

4. All antennas not covered by the FCC rule are prohibited.

5. All Co-owners are encouraged, but need not, contact the Association prior to installation of any antenna to insure that it is being installed properly and in an approved location. Antennas installed in violation of these Rules and Regulations will be required to be removed or made compliant at Co-owner cost. Advance notification of the Association will minimize the possibility of these excess costs.

B. Location and Installation

1. Co-owners may install antennas solely in the Co-owner's Unit or on exclusive-use areas. Co-owners shall not place or attach any antenna or wiring on or to any building exterior or roof or any other General Common Elements as defined in Article IV, Section A of the Master Deed without the Board's prior written approval.

2. Antennas shall be located in a place shielded from view from outside the Community or from other Units to the maximum extent possible, provided an acceptable quality signal can be obtained in such a place and such a placement does not delay or increase the cost of installation or of obtaining service. This section does not permit installation on General Common Elements, even if a Co-owner cannot receive an acceptable quality signal from their Unit or an exclusive-use area.

3. Antennas shall not be installed higher than is necessary for reception of an acceptable quality signal.

4. All installations shall be completed so they do not damage the Limited Common Elements or void any warranties or in any way impair the integrity of any building or the General Common Elements. Installations shall not interfere with, damage, disrupt or block any General

Common Elements, including, but not limited to, utility systems or drainage facilities.

5. Antennas must be secured so they do not jeopardize the soundness or safety of any Common Element or the safety of any person at or near the antennas.

6. Antennas shall be installed and secured in a manner that complies with all manufacturers' instructions.

7. Unless applicable municipal or State laws and regulations, manufacturer's instructions or utility company requirements mandate a greater separation, antennas shall not be placed within 15 feet of power lines.

8. Antennas shall not obstruct access to or exit from any Unit, walkway, ingress or egress from any General Common Element, electrical service equipment, or any other areas necessary for the safe operation of the Community.

9. Any exterior antenna wiring, if necessary, shall be installed so as to be minimally visible.

10. To the extent a mast is necessary, the mast height may be no higher than necessary to receive acceptable quality signals, and may not extend beyond the limits of the exclusive use areas.

C. Maintenance, Repair, Replacement and Removal

1. Co-owners that utilize antennas are responsible for all maintenance, repair and replacement costs associated with the antenna including, without limitation, the following: costs to replace, move or remove the antenna; costs to repair damage to any property caused by the existence of the antenna; costs for medical expenses incurred by persons injured by the existence of the antenna; costs to restore the antenna installation areas to their original condition once the antennas are no longer in use.

2. Co-owners shall not permit their antennas to fall into disrepair or to become a safety hazard.

3. Antenna removal requires restoration of the installation location to its original condition at the Co-owner's expense. If the co-owner does not so restore the installation location to its original condition within 7 days of removal, the Association may perform the restoration at the Co-owner's expense, secured by the statutory lien on the Co-owner's Unit.

D. Association Maintenance of Locations Upon which Antennas are Installed

1. If antennas are installed on property that is maintained by the Association, the antenna 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 Co-owner is responsible for all such costs.

2. If maintenance requires the temporary removal of antennas, the Association shall provide Co-owners with 10 days written notice. Co-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 Co-owner's expense, secured by the statutory lien on the Co-owner's unit. The Association is not liable for any damage to antennas caused by Association removal.

E. Notification Process

1. If the installation is routine (i.e. it conforms to all of the above provisions), the installation may begin immediately.

2. If the installation is other than routine for any reason (including the need to penetrate the building wall or involving any impact on a General Common Elements), the Co-owner and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods. Except in extraordinary circumstances, the meeting shall be at the commencement of the next regularly scheduled meeting of the Board of Directors. Applications for a special meeting with the Board in extraordinary circumstances should be addressed in writing to the Board of Directors.

III. Enforcement

If these Rules are violated, the Association 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, the Co-owner shall be granted a twenty-one (21) day grace period in which to comply with the adverse ruling after which the Association shall impose a fine of \$50 for the violation. If the Co-owner does not correct the violation within seven (7) days after the grace period, the Association will impose additional fines of \$10 per day for each day that the violation continues. Any fines shall be secured by the statutory lien for assessments against the Unit, and shall be collectible in accordance with the provisions of Article II of the Condominium Bylaws. The Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this Rule which accrue after the ruling, unless the Co-owner's claim is found to be frivolous, in which case such fees shall be awarded from the beginning of the proceeding for a ruling. If antenna installation poses a serious, immediate safety hazard, the Association may also seek injunctive relief to prohibit the installation or seek removal of the installation.

IV. Severability

If any provision of this Rule is deemed invalid, the remainder of the Rule shall remain in full force and effect.

Respectfully submitted,
Board of Directors, Streamwood Estates Association