

Spencer's Crest Condominium Association
Satellite Dish Rules and Regulations

1. General

These rules and regulations apply to the installation, maintenance and use of direct broadcast satellite (DBS) dishes or antennas. Notwithstanding anything within Condominium Bylaws to the contrary, the foregoing dishes and antennas may be installed at the Condominium in accordance with these rules and regulations for reception only, and not transmission. No other dish, antenna or other device for the transmission or reception of television signals, radio signals, or any form of electromagnetic radiation shall be erected, used or maintained outdoors on any portion of the property, whether attached to a building or structure or otherwise, provided, however, that the Association shall have the right to erect, construct, and maintain such devices. Any installation of the foregoing not in compliance with these rules and regulations may be removed by the Association, at the expense of the Unit Owner or Occupant, in accordance with Condominium Bylaws.

2. Definitions

For purposes of these rules and regulations, the following terms shall have the meanings set forth below:

- (a) Satellite Dish shall mean and refer to any antenna that is designed to receive direct broadcast satellite service, including direct-to-home satellite services. Any mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a Satellite Dish shall be considered a part of the Satellite Dish.
- (b) Owner shall mean the registered title owner of the Condominium Unit. Occupants who are not Owners must have the Request for Approval of Satellite Dish Installation submitted to the Association by the Owner.

3. Request for Approval of Satellite Dish Installation, Indemnification Agreement and Security Deposit

- (a) Prior to the installation or attachment of any Satellite Dish as permitted herein, the Owner must notify the Association in writing using the attached Request for Approval of Satellite Dish Installation Form. Owner may not proceed with the Satellite Dish installation until notified in writing by the Association that the installation has been approved.
- (b) Upon written authorization of approval by the Association the Owner shall agree to indemnify the Association for any damage caused by the Satellite Dish and enter into a Request for Approval of Satellite Dish Installation with the Association, as may be amended or replaced from time to time, and shall specify the obligations of each of the parties and, without limitation of the foregoing, shall include those obligations including indemnification of the Association for any personal or property damage caused by the installation, use or maintenance of the Satellite Dish, and shall include reimbursement to the Association for repairing damage to any Common Area or Limited Common Area caused by the installation, use or maintenance of the Satellite Dish. Further the indemnification shall be retroactive to the date of installation of the Satellite Dish.
- (c) Prior to receiving written authorization of approval, the Association will require the Unit Owner or Occupant to provide a security deposit, in an amount set by the Association, to cover the costs of restoring the installation area to its original condition should the Unit Owner or Occupant fail to perform same upon vacating the unit. The Terms and conditions of such a deposit shall be set out in the Request for Approval of Satellite Dish Installation.

4. Satellite Dish Size and Type

- (a) Satellite Dishes measuring 39 inches (1 meter) or less in diameter (or diagonal measurement) may be installed. Satellite Dishes which are larger than 39 inches (1 meter) in diameter (or diagonal measurement) are strictly prohibited.
- (b) No more than one Satellite Dish may be installed per unit.
- (c) All Satellite Dishes must be of standard color, which includes shades of black, gray and beige.

5. Location of Satellite Dish

- (a) Under no condition may a Satellite Dish be installed on the roof, chimney, or fascia of any unit.
- (b) Satellite Dishes must be properly secured so they do not jeopardize the soundness or safety of any structure or safety of any Owner or Occupant.
- (c) Satellite Dishes must not encroach upon any other Owner's Unit or Exclusive Use Common Element, or the air space of another Owner's Exclusive use Common Element.
- (d) To the maximum extent possible, Satellite Dishes must be located in a place shielded from view from the Common Elements and other Units; provided, however, that nothing in this subsection shall require installation in a manner which would prevent receipt of an acceptable quality signal. All installations must be completed so that they do not material damage the Common Elements or individual Units or in any way impair the structural integrity of any building.
- (e) Satellite Dishes must not obstruct access, ingress or egress to or from any Unit or other area necessary for the safe operation of the Condominium.
- (f) All exterior wiring of a Satellite Dish must be tied together and secure; must be installed so as to be minimally visible; and must pass through the building exterior wall at the existing cable connection point (from where the condominium units cable parts are internally wired). No wiring or cabling will be allowed on the roof surface, or on the surface of the exterior siding of any building. All wiring must be black, white, or a shade of white such as cream and under no circumstance may be red, blue, green, etc. It is strongly requested that the wiring be black so as to be less visually contrasting with the building exteriors. No wiring shall be on the ground as to impair traffic or pedestrian safety, in all cases of wiring to pass across the ground, it must be buried to a depth of at least 6 inches.
- (g) Satellite Dishes must not extend beyond the boundary of the deck or terrace line.

6. Satellite Dish Installation

- (a) The installation of any Satellite Dish shall be a qualified person knowledgeable in the area of installation of Satellite Dishes. Satellite Dishes shall be installed and secured in a manner that complies with all applicable local, provincial, and federal laws and regulations, including, but not limited to, all applicable building, fire, electrical and related codes and ordinances.
- (b) If the installation is performed by a professional installer, the installer must be adequately insured and bonded.
- (c) The installation of any Satellite Dish shall be in accordance with the manufacturer's installation specifications and the installer of any Satellite Dish shall have a copy of such specifications on site at all times during installation.

- (d) Satellite Dishes may not be installed in a manner that would result in increased maintenance costs for the Condominium Association or other Owners. If increased maintenance occurs, the Owner is responsible for all such costs.
- (e) All costs of installation, maintenance, repair and removal are the responsibility of the Unit Owner or Occupant.
- (f) Satellite Dishes may not be altered in shape, color or appearance from the manufacturer's original specifications without prior written consent of the Association. Nothing may be hung, draped, painted or otherwise affixed upon to a Satellite Dish.
- (g) Satellite Dishes must be properly identified with the Unit Number on the back of the Satellite Dish.

7. Maintenance and Repair of Satellite Dishes

- (a) Unit Owners and Occupants are required to maintain, repair, and replace their installed Satellite Dish in a safe and attractive condition. All costs of maintenance, repair and replacement are the responsibility of the Unit Owner and Occupant. The Unit Owner and Occupant shall be responsible to repaint or replace any Satellite Dish if the exterior surface of said Satellite Dish becomes worn or deteriorated.
- (b) A Unit Owner or Occupant shall be responsible to reattach a Satellite Dish within forty-eight (48) hours after dislodging, for any reason, from its original point of installation. If the detachment of any Satellite Dish threatens the safety of a resident, the Association may, without notice, remove the Satellite Dish at the expense of the Unit Owner and Occupant.
- (c) The Association reserves the right, if deemed necessary by property management board, to require the Unit Owner or Occupant to temporarily remove and disconnect the Satellite Dish at Owner or Occupant expense in the event that the Association is having work done on the common areas such as repair or replacement of roofs or siding, or painting of common areas, and to reconnect said Satellite Dish in the same location as previously located, all at Unit Owner or Occupant's expense. In the event Unit Owner or Occupant does not temporarily remove and disconnect said Satellite Dish within seven (7) days of receipt of written notice, the Association shall have the right to remove and disconnect said dish at Owner or Occupant's expense.

8. Removal of Satellite Dish

- (a) A Unit Owner or Occupant shall remove and disconnect the Satellite Dish at Unit Owner or Occupant expense whenever Unit Owner or Occupant vacates the Unit. In cases of transfer of ownership of the Unit and provided the new Unit Owner enters into a Common Element Modification Agreement this requirement shall be waived.
- (b) Upon the removal of any Satellite Dish by a Unit Owner or Occupant, for whatever reason whatsoever, the Unit Owner or Occupant is required to restore the installation location to its original condition.
- (c) Upon verification by the Association that Unit Owner or Occupant has restored the installation location to its original condition, the original security deposit will be returned.

9. Responsibility for Damage or Injury

A Unit Owner or Occupant who installs a Satellite Dish shall be responsible for any and all damage to any property caused by the installation, maintenance or use of said Satellite Dish and shall be responsible for the payment of all medical expenses incurred by any persons injured by the installation, maintenance or use of said Satellite Dish.

10. Failure to Comply

In accordance with the Bylaws of the Association, the Association may exercise self-help to have any Satellite Dish removed that is installed or maintained in a manner not in compliance with these Rules and Regulations. All costs

associated with such removal of any Satellite Dish will be assessed against the Unit Owner or Occupant associated therewith.

11. Miscellaneous

These rules and regulations apply only to the installation, maintenance and use of Satellite Dishes and shall not be read to permit or otherwise govern the installation or maintenance of any other device. These regulations are severable and if any provision is ruled invalid, the remaining provisions shall remain in full force and effect.