

## **SATELLITE DISH POLICY**

1. **TYPE OF DEVICE.** Unit Owners may install a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. The term "fixed wireless signals" does not include, among other things, AM/FM radio, amateur ("Ham") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

2. **INSTALLATION REQUIREMENTS.**

A. Acceptable Location. Without any need for prior approval, Unit Owners may install Dishes within their own unit or completely within the boundaries of the Unit Owner's balcony.

B. Unacceptable Locations/Encroachments. Dishes shall not encroach upon common areas, any other Unit Owner's individual unit or limited common area, or the air space of another Unit Owner's limited common area or air space of the common area. For instance, a Dish cannot be installed so that it extends out beyond the balcony and into, on, or over the common area. No antenna may be placed or installed into, on, or over the common area, even if an acceptable quality signal cannot be received from within a unit or on the balcony.

C. Shielded From View. Dishes shall be located in a place shielded from view from outside the condominium or from other units to the maximum extent possible, provided, however, that nothing in this policy requires installation where an acceptable quality signal cannot be received, or in such a manner that unreasonably increases the cost of installation. To the extent an acceptable quality signal can be obtained, the preferred location is on the floor of the balcony below the railing. In any case, the antenna must be wholly within the boundaries of the unit or balcony.

D. No Damage to Property. All installations shall be completed so that they do not (i) materially damage the common area or another Unit Owner's property; (ii) void any warranties of the Association or other Unit Owners; or (iii) in any way impair the integrity of building. Installation of a Dish on a limited common area does not convert the area to individual property.

E. Securing of Dishes. Because the high winds off the balconies result in a very real risk for serious personal injury or property damage from items blowing off the balcony, Dishes 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 Dish. Accordingly, Dishes may not be attached to the balcony railings or floors.

F. Drilling of Holes. No Unit Owner shall be permitted to drill, put or make holes into the exterior building walls or other parts of the common elements, or to otherwise penetrate through the common elements. The doors and windows in each unit are common area and, as such, can not be forced open by wires or cables. This is intended to prevent structural damage to the building and other units from water and vermin or insect intrusion. The following devices shall be used unless their use would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, use or maintenance: (i) devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane; or (ii) devices, such as ribbon cable, that permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall or causing the window to be forced open.

G. Installer Qualifications. To protect the interests of the other Unit Owners and the Association, it is recommended that any installer other than the owner should be licensed, bonded, and insured. The minimum limits for insurance should be \$1,000,000 of Contractor's General Liability coverage (including completed operations) and statutory Workers' Compensation coverage.

It is recommended that the Unit Owner have the installer provide the Association with a copy of the installer's license and insurance certificate prior to installation, if other than inside the unit. This recommendation is intended to ensure that Dishes are installed in a manner that complies with

building and safety codes and manufacturer's instructions, and to protect the interests of the Association. Improper installation could cause damage to structures or pose a safety hazard to the other Unit Owners or to their or the Association's personal property.

3. **MAINTENANCE REQUIREMENTS.**

A. Owner Responsibility. Unit Owners with Dishes are responsible for all related maintenance, repair and replacement obligations, and associated costs, including, but not limited to, the following:

- (i). Place, repair, maintain, and move or remove Dishes, to include, without limitation, when needed for the Association to do required maintenance to limited common areas or common areas;
- (ii). Repair damage to any property caused by antenna installation, existence, maintenance or use;
- (iii). Pay medical expenses incurred by persons injured by antenna installation, existence, maintenance, or use;
- (iv). Reimburse other Unit Owners or the Association for damage to persons or property caused by antenna installation, maintenance, or use or the failure to perform any necessary maintenance, repair or replacement;
- (v). Restore building components at antenna installation sites to their original condition;
- (vi). Maintain, repair and replace any attachments associated with installation of the antenna; and
- (vii). Repaint or replace antenna if the exterior surface of the antenna deteriorates.

B. Maintenance Affecting Common Elements. Unit Owners must obtain the prior permission of the Association's manager prior to performing service or maintenance on the Unit Owner's antenna if such service or maintenance may potentially affect or involve the common areas.

C. No Safety Hazard. Unit Owners shall not permit their Dishes to fall into disrepair or become a safety hazard. Unit Owners shall be responsible for antenna maintenance, repair and replacement, and the prompt correction of any safety hazard. Dishes shall be permanently grounded in accordance with the manufacturer's specifications to prevent electrical and fire damage.

D. Repair of Detached Dishes. If Dishes become fully or partially detached, Unit Owners shall remove or repair such antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the antenna immediately at the expense of the Unit Owner if the Unit Owner does not do so immediately.

4. **ANTENNA CAMOUFLAGING.**

A. Color. Unit Owners shall purchase their antenna in a color, to the extent available, that most closely matches the color of the building or the item to which the antenna will be secured, or in the alternative, shall paint their antenna so that the antenna blends into the background against which it is mounted, so long as the painting of the antenna will not void any warranties or prevent the reception of an acceptable quality signal.

B. Screening. Camouflaging Dishes through inexpensive, visually attractive screening is required if Dishes are visible from the street or other units, so long as such camouflaging does not prevent the reception of an acceptable quality signal.

C. Wiring. Exterior antenna wiring shall be installed so as to be invisible, to the greatest extent possible, from other units, the common areas or the streets and parking areas, so long

as this requirement does not impair the installation, maintenance or use of the antenna. For instance, the owner can hide the wiring by using vinyl tubing that matches the color of the surface on which the wiring is installed, or such other camouflaging tubing, devices, or methods consistent with all applicable industry standards and manufacturer's instructions and warranties.

5. **ANTENNA REMOVAL.** If and when a Unit Owner's antenna is removed for any reason, then the Unit Owner must restore the property, at his/her expense, to the condition that existed prior to the installation of the antenna.

6. **ASSOCIATION MAINTENANCE.** If Dishes are installed on the balcony, the Unit Owner still retains responsibility for antenna maintenance. Dishes 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 Unit Owner is responsible for all such costs.

If common area maintenance or repair requires the temporary removal of a Dish, the Association shall provide the owner with 10 days' written notice of the need for temporary removal of the antenna. Owner shall be responsible for removing or relocating the antenna before the required work begins and for replacing the antenna afterward. If the antenna is not removed in the required time, then the Association may, but is not required to remove it at the Unit Owner's expense or may proceed with the work without such removal. The Association is not liable for any damage to Dishes or any related equipment, seals or wires caused by the Association's removal. In an emergency, prompt removal may be required or may be done at the Unit Owner's cost.

7. **NOTIFICATION PROCESS**

A. **Prior Notification.** Any Unit Owner desiring to install a Dish must submit prior written notification to the Board of Directors, in care of the Association's manager. The prior notification should be given as much in advance of installation as possible without unreasonably delaying the installation. The notification must include specific details regarding the intended placement of the antenna and related equipment and wiring, and must identify who (or what company) will be installing the antenna. Tenants must include their lease/rental agreement along with the written notice.

B. **Non-Routine Installations/Clarifications.** If the installation is routine (i.e., conforming to all of the rules in this Resolution), the installation may begin immediately after submission of the notice. If the installation is other than routine for any reason or if the Unit Owner is unsure whether the installation will comply with this Policy, the Unit Owner and the manager of the building must, prior to installation, establish a mutually convenient time to meet to discuss the proposed installation (usually within 72 hours after submission of the notice, if possible).

8. **INSTALLATION BY TENANTS.** These rules shall apply in all respects to tenants. The Association shall not be liable to any Unit Owner for a tenant's failure to comply with the provisions of this Policy. An owner shall be responsible for any damages caused by a tenant.

9. **ENFORCEMENT.**

A. **Violation Charges, Costs, Attorney's Fees.** If any of the provisions of the Policy are violated, the Board may, after providing notice and an opportunity to be heard, assess a violation charge of \$50 for each violation or, if the violation is not corrected within a reasonable length of time established by the Board, a rule violation charge of \$10 per day, may be imposed for each day that the violation continues. The Unit Owner may be responsible for paying the Association's reasonable attorneys' fees, costs, and other expenses incurred in the enforcement of this Policy, as allowed by law and the By-Laws. In addition, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction.

B. **Safety Hazards.** If antenna installation or maintenance issues pose a serious, immediate safety hazard, the Association may take such action is necessary to prevent injury to persons or

property at the Unit Owner's expense in accordance with the By-Laws.

C. Non-Exclusive Remedies. The remedies set forth in this Section 10 are not the Board's exclusive remedies for violations of this Policy, but rather are in addition to any other remedies available to the Board as provided by law or the condominium documents.

10. **INDEMNITY.** Prior to installing a Dish, each and every Unit Owner shall execute an indemnity agreement, in the form attached hereto, which will indemnify and hold harmless the Association, and its members, directors, officers, and employees, from any and all loss, claim, damage, injury, judgment, or cost, including attorneys' fees and court costs, resulting from or arising out of the installation, maintenance, or use of a Dish in the Unit Owner's unit.

11. **INTENT.** Nothing in this Policy is intended to unreasonably increase a Unit Owner's cost of installing a Dish, unreasonably delay said installation, or unreasonably decrease the reception of the signals received. Should any owner believe that anything in this policy does unreasonably affect the cost, delay installation, or decreases signal strength, the Owner is encouraged to contact the Association manager to discuss and resolve the matter.

12. **SEVERABILITY.** Nothing in this Policy is to be interpreted as being in contravention of the FCC Rule regarding the installation, maintenance, and use of satellite dishes. Should a court or the FCC find that any portion of this Policy is contravening the FCC Rule, that section or sections shall be considered immediately modified to conform to the FCC Rule. Should it be impossible to so modify the section or sections that section or sections shall be deemed severable from the remainder of the Policy, and shall be of no force and affect what so ever but the remaining provisions of this Policy shall remain in full force and effect.

13. **ACCEPTANCE.** Prior to, or simultaneously with, the installation of a Dish, the Unit Owner shall execute a copy of this Policy and provide the signed copy to the Association.

**I have read and understand the Satellite Dish Policy of the Regency House Condominium Association.**

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**(Name)**

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**(Unit)**

## **INDEMNITY AGREEMENT**

This Indemnity Agreement ("Indemnity") is entered into as of \_\_\_\_\_, by the undersigned (the "Indemnitors"), jointly and severally, for the benefit of The Regency House Condominium Association, and its members, directors, officers, and employees, (together, the "Regency").

### **RECITALS**

- A. Indemnitors own residential unit number \_\_\_\_\_ (the "Unit") in the Regency House Condominium Building located at 929 N. Astor Street in Milwaukee, Wisconsin.
- B. Indemnitors desire to install a satellite receiver ("Dish") in the Unit or on their balcony.
- C. The Satellite Dish Policy of the Regency House Condominium Association requires Indemnitors to enter into this Indemnity prior to the installation of a Dish.

NOW, THEREFORE, for good and valuable consideration, receipt of which by Indemnitors is hereby acknowledged, Indemnitors agree as follows:

- 1. The foregoing recitals are incorporated into this Indemnity.
- 2. Indemnitors jointly and severally agree to indemnify, defend and hold the Regency harmless from and against any and all damages, liabilities, losses, costs and expenses, including, but not limited to, attorneys' fees (collectively, the "Damages"), directly or indirectly suffered or incurred by the Regency as a result of Indemnitors installing a Dish in the Unit or on their balcony.
- 3. Indemnitors waive notice of acceptance of this Indemnity by the Regency and any and all notices and demands of every kind which may be required to be given by any statute or rule of law.
- 4. Indemnitors agree that this Indemnity may be enforced by the Regency without the necessity at any time of resorting to or exhausting any remedy under any other instrument or any remedy at law or in equity, and Indemnitors hereby waive the right to require the Regency to pursue any other remedy or enforce any other right. This Indemnity is not intended to be, and shall not be construed to be, a guaranty, but rather is intended to constitute the primary obligation of Indemnitors.
- 5. Neither Indemnitors' obligations under this Indemnity nor any remedy for the enforcement thereof shall be impaired, modified, changed, or released in any manner whatsoever by operation of law, including, but not limited to, bankruptcy. The discharge of any obligation of any of the Indemnitors under the Federal Bankruptcy Code or under any other state or federal bankruptcy, insolvency or similar proceeding shall not affect the liability of the other Indemnitors hereunder.
- 6. If it becomes necessary for the Regency to employ counsel to enforce the obligations of Indemnitors hereunder, the non-prevailing party shall pay all reasonable attorney fees and expenses in connection therewith incurred by the prevailing party. Any amounts not paid by Indemnitors when due hereunder shall bear interest from the date due until the date paid at 12%

per annum. No action or proceeding brought or instituted under this Indemnity and no recovery made as a result thereon shall be a bar or defense to any further action or proceeding under this Indemnity.

7. If any provision or portion thereof of this Indemnity is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Indemnity and the remaining provisions and portions thereof shall continue in full force and effect.

8. All of the foregoing agreements of the Indemnitors contained herein shall be binding upon the Indemnitors, their successors and assigns and shall inure to the benefit of the Regency, its successors and assigns.

IN WITNESS WHEREOF, this Indemnity has been executed as of the day and year set forth above.

Indemnitors

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