

PINC MANAGEMENT, LLC

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NOTIFICATION TO INSTALL ANTENNA/ SATELLITE DISH

Directions: Please complete, mail or fax to PINC Management, LLC. This notice must be approved **BEFORE** installation. If installed before approval, the unit owner will be fined daily, if installation was not in accordance with the rules and regulations. The unit owner will be responsible to fix accordingly.

When installing on building, wiring must run horizontally and be tucked under siding.

Date:	
Association:	
Unit Owner's Name:	Unit #:
Company Installing Satellite:	
Date of Installation:	
Unit Owner's Signature:	
Location of the dish:	

***You Must Attach a Complete Diagram/ Blueprint of Installation.**

Note: By signing this agreement, I understand that it is my responsibility that the antenna (dish) must be completely removed, and the building/unit is returned to its original state/condition upon selling/moving out of unit.

OFFICE USE ONLY

Date Reviewed by BOD:	
Board Signatures:	
[] Approved [] Rejected	
Reason for Rejection:	

Satellite Dish / Antenna Policy

The revolution in communications technology has brought with it more options than ever for receiving information. Satellite and ground based receiving dishes are now relatively small and can often be concealed or placed in locations that are aesthetically acceptable.

The purpose of this policy is to provide guidance to owners who wish to install receiving dishes or antennas. We hope to avoid problems arising from misinformation, some of which may be disseminated by vendors unfamiliar with the law as it applies to condominiums. This policy is adapted in accordance with recently enacted FCC regulations and decisions, and, to the extent that they do not conflict with that authority, Civil Code 1376 and our covenants, Conditions and Restrictions (CC&Rs).

The Policy

1. **Satellite Dish.** As used in this policy, the term "satellite dish" shall include all direct Broadcast Satellite Systems (DBS), multipoint distribution services (wireless cable), Instructional Television Fixed Services (ITFS) and Television Broadcast Signal System (TVBS), and any other transmitting or receiving antenna or device.
2. **Size.** The only satellite dishes that will be permitted or considered for approval are those measuring one meter (39 inches) or less. Any larger instrument is prohibited.
3. **Owners Only.** Applications for Association approval of installations at units will be accepted from owners only or tenants who have an owner's written permission.
4. **Prior Approval for Common Area Installations Required.** There should not be a need to install any equipment on Common Area. However, if no other location reasonable works, applications can be made to the Association and prior approval is necessary. The Association will process the application as quickly as reasonably possible. Failure to obtain prior approval in the Common Area may result in enforcement action by the Association.
5. **Prior Notification Require for Installation on Exclusive Use Common Area.** Although prior approval is not necessary for a satellite dish installed in exclusive use common area, the owner must notify the Association of installation plans and the proposed satellite dish location. For purposes of this policy, Exclusive Use Common Area refers to the portions of the Common Area that has been designated in the Association's governing documents as for the exclusive use of the owner of a separate interest, such as a deck.
6. **Location.**
 - Satellite dishes installed on exclusive use common area must be placed in the most aesthetically pleasing location where a good signal can be received. All wiring must be painted to match the background building color, provided such work does not impose unreasonable expense or delay or interfere with an acceptable quality signal.

- If at all possible, there should not be any penetration of the roofing system or exteriors. However, where there are no other options, and such penetration is necessary in order to avoid unreasonable costs of installation, or to receive an acceptable signal, penetration may be made subject to the owner taking full responsibility for the installation as set forth in paragraph 7.
- For requests to install satellite dishes in locations other than exclusive use common area, approvals will be on a case by case basis. Generally the dish must not be visible from any other unit, the street, or Common Area.

7. Maintenance Responsibilities.

- If a satellite dish is installed on property that the Association maintains (such as a roof or the exterior of a building), the owner is responsible for all aspects of satellite dish maintenance, repair and replacement. Satellite dishes shall not be installed so as to increase the maintenance, repair and replacement. Satellite dishes shall not be installed so as to increase the maintenance costs for the Association and/or other owners. Owners are responsible for any increased maintenance costs and/or damage which occurs as a result of the installation.
- If the Association's maintenance requires the temporary removal of a satellite dish, the Association shall provide the owner with at least ten (10) days written notice. Owners shall be responsible for removal or relocation of satellite dishes before the start of the maintenance and for replacement of the satellite dishes after maintenance is completed. If the satellite dish is not removed within the required time, then the Association may, at owner's cost, remove the satellite dish. If removal by the Association occurs, the Association is not liable for any resulting damage to the satellite dish
- The owner is responsible for all costs to restore the installation location to its original condition if the satellite dish is removed.

8. Architectural Alteration Agreement. If a dish is installed in Common Area, as a condition of approval, the Association may require the owner to sign and record with title, an architectural alteration agreement with the Association to assure that future common area maintenance responsibilities and costs are appropriately addressed.

9. Validity of Policy Provisions. As to satellite dishes installed in exclusive use common area only, if it is determined that any provision of this policy causes an unreasonable delay or cost, or prevents reception of acceptable quality signals, such provision shall be deemed invalid.

If a vendor provides you with information that is inconsistent with this policy we would appreciate you either directing him or her to contact the Association's managing agent, or provide us with the vendor's name, address and telephone number. It is the goal of the Association to allow members to enjoy the benefit of satellite technology while continuing to enhance and maintain the aesthetic beauty and value of our community.