

**WILLOW WALK OF LOCKPORT CONDOMINIUM HOMEOWNERS ASSOCIATION
RULES FOR INSTALLATION OF ANTENNAS**

1. PREAMBLE

These rules are adopted by the Board of Directors of the Willow Walk of Lockport Condominium Homeowners Association, an Illinois not-for-profit corporation on the 5th day of May, 2007, pursuant to its rule making authority in Declaration of Condominium Article Three, Paragraph 3.15 and Illinois Condominium Property Act, Section 18.4)(h).

RECITALS

WHEREAS, the Willow Walk of Lockport Condominium Homeowners Association (the "Association") is responsible for governance and maintenance of the Willow Walk Condominium (the "Condominium"); pursuant to the Declaration of Condominium Ownership for Willow Walk Condominiums (the "Declaration") recorded _____ as Document Number _____, as amended.

WHEREAS, the Association exists pursuant to Illinois Condominium Property Act (the "Act") (765 ILCS 605/1 *et seq.*); and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Condominium, pursuant to 765 ILCS 605/18.4(h) and Article Three, Paragraph 3.15 of the Condominium Declaration and Bylaws;

WHEREAS, the Federal Communication Commission (the "FCC") adopted a rule effective October 14, 1996 preempting certain association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast and multi point distribution service antennas ("antennas"); e.g., See Declaration Article Three, Paragraph 3.10; and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance and use of antennas in the best interests of the Condominium and consistent with the FCC rule.

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Condominium, hereinafter referred to as the "Rules" which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Condominium and which shall supersede any previously adopted rules on the same subject matter.

2. Definitions

- a. Antenna. Any device used for the receipt of video programming services, including

direct broadcast satellite (DBS), television broadcast and multi point distribution services (MDS). 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 a reception antenna shall be considered part of the antenna.

- b. Mast. Structure to which an antenna is attached that raises the antenna height.
- c. Transmission- Only Antenna. Any antenna used solely to transmit radio, television, cellular or other signals.
- d. Owner. Any association Unit Owner. For the purpose of this rule only, "owner" includes a tenant.
- e. Telecommunication signals. Signals received by DBS, television broadcast and MDS antennas.
- f. Exclusive Use Area. A Limited Common Element in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in the Condominium Declaration to include the surveys.

3. *Installation Rules*

- a. Antenna Size and Type
 - i. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
 - ii. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
 - iii. Antennas designed to receive television broadcast signals shall not be installed outside of a unit without first notifying the Board and complying with any municipal permitting requirements and these Rules.
 - iv. Installation of transmission - only antennas are prohibited unless approved by the Board of Directors.
 - v. All antennas not covered by the FCC rule are prohibited.
 - vi. No more than one (1) antenna for each type of service may be installed by an owner.

b. Location

i. Antennas must be installed solely in the owners' unit or on the roof. At no time may the installation be visible from the front of the unit and may not be within six (6) inches from the roof line. Any antennae or dishes located on the roof shall be removed no later than seven (7) days prior to a unit owner selling their unit or transferring title to their unit. The owner is responsible for restoring the roof to its condition prior to the installation of the satellite dish. Said restoration being at the owners' expense and with liability to the owner for improper restoration.

ii. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

iii. Antennas must not encroach upon any Common Elements (except as provided herein), any other owner's individual unit or Limited Common Element or the air space of another owner's Limited Common Element.

iv. Antennas shall be located in a place shielded from view from outside the condominium or from other units to the maximum extent possible. This section does not permit installation on any common elements other than the designated roof location which the Association has made available to unit owners for such installations

c. Installation

i. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

ii. All installations shall be completed so they do not materially damage the Common Elements, Limited Common Elements, or individual units or void any warranties of the condominium association or other owners or in any way impair the integrity of the building.

iii. Any installer or remover shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Any professional licensed installer shall be required to be bonded and insured. Insurance shall meet the following minimum limits:

iv. Contractor's General Liability (including completed operations): \$1,000,000.

(1) Workers' Compensation: Statutory Limits

(2) The purpose of this regulation is to ensure that antennas are installed

in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.

v. Antennas 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 antennas, including damage from wind velocity.

vi. There shall be no penetrations of exterior areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use.

(1) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;

(2) Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or

(3) Existing wiring for transmitting telecommunication signals and cable services signals.

vii. If penetration of the exterior area is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

d. Maintenance

i. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:

(1) Place (or replace) repair, maintain and move or remove antennas;

(2) Repair damage to any property caused by antenna installation, maintenance or use;

(3) Pay medical expenses incurred by persons injured by antenna installation, maintenance or use;

(4) Restore antenna installation sites to their original condition.

ii. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.

iii. If antennas become detached, owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.

iv. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

e. Safety

i. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

ii. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within twenty-five (25) feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

iii. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel and safe and easy access to the association's physical plant.

iv. Installations must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the owner's unit.

v. To prevent electrical and fire damage, antennas shall be permanently grounded.

4. *Antenna Camouflaging*

a. Antennas shall be painted to match the color of the structure to which they are installed.

b. Exterior antenna wiring shall be installed so as to be minimally visible.

5. ***Mast Installation***

- a. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- b. Masts extending twelve (12) feet or less beyond the roofline may be installed, subject to the regular notification process (see below). Masts extending more than twelve (12) feet above the roofline must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for a mast higher than twelve (12) feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the need for a mast higher than twelve (12) feet. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety issues.
- c. Masts must be installed by licensed and insured contractors.

6. ***ANTENNA REMOVAL***

OWNERS SHALL BE OBLIGATED TO REMOVE THEIR ANTENNAS NO LATER THAN SEVEN (7) DAYS BEFORE CLOSING THE SALE OF THEIR UNIT, TRANSFERRING TITLE OR OTHERWISE PERMANENTLY VACATING IT.

ANTENNA REMOVAL REQUIRES RESTORATION OF THE INSTALLATION LOCATION TO ITS ORIGINAL CONDITION. OWNERS SHALL BE RESPONSIBLE FOR ALL COSTS RELATING TO RESTORATION OF THIS LOCATION. THE UNIT OWNER WILL BE OBLIGATED TO PAY THE INSPECTION FEE CHARGED BY THE ASSOCIATIONS INSPECTOR TO VERIFY THE REMOVAL HAS CAUSED NO DAMAGE AND RESTORATION WAS PROPERLY PERFORMED.

7. ***Association Maintenance of Locations Upon Which Antennas are Installed***

- a. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas 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 owners are responsible for all such costs.
- b. If maintenance requires the temporary removal of antennas, the Association shall provide owners with ten (10) days written notice. 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 owner's expense. The Association is not liable for any damage to antennas caused by Association removal.

8. Notification Process

a. Any owner desiring to install an antenna must complete a notification form and submit it to the Board of Directors c/o the Managing Agent. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.

b. If the installation is other than routine for any reason, the owner and the Board must establish a mutually convenient time to meet to discuss installation methods.

9. Installation by Tenants

These rules shall apply in all respect to tenants. Tenants desiring to install an antenna shall have the same rights and obligations as Owners to install an antenna but also must comply with these rules.

10. Enforcement

a. If these rules are violated, the Association, after notice and opportunity to be heard 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, a fine of \$50.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the condominium instruments, the Association shall be entitled to reasonable attorneys' fees, costs and expenses incurred in the enforcement of this policy. The Board shall not, however, enforce attorneys' fees or fines on a Unit Owner while any dispute involving these rules is being evaluated by the FCC or a court of jurisdiction. The Board shall allow a Unit Owner twenty-one (21) days to comply with an order upholding the Association's rules prior to assessing a fine or penalty.

b. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

11. Indemnification and Hold Harmless

The Unit Owners hereby indemnify and hold harmless the Board of Directors, the Association, the managing agent, their respective agents and employees and the members of the Association from any and all claims, controversies or causes of action resulting from the installation of the antenna, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. The Unit Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the antenna. Upon installation of the antenna, the owners must execute the attached Hold Harmless Agreement within seven (7) days of date of installation. Owners with existing antennas, as of the date of approval by the board of these rules, shall also be obligated to sign the attached hold harmless agreement within seven (7) days of date of Board approval of these

Rules.

12. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

WILLOW WALK OF LOCKPORT CONDOMINIUM HOMEOWNERS ASSOCIATION

ADOPTED BY THE BOARD OF DIRECTORS

ON May 5th, 2007

N:\VOORN\willow walk of lockport satellite

WILLOW WALK OF LOCKPORT CONDOMINIUM HOMEOWNERS ASSOCIATION

HOLD HARMLESS AGREEMENT

To: The Board of Directors - Willow Walk of Lockport Condominium Homeowners Association

The undersigned represents that they are all titleholders of the condominium Unit Number _____ located at _____, Lockport, Illinois 60441 which is located in the Willow Walk of Lockport Condominium Homeowners Association. The undersigned agrees to indemnify, save and hold harmless each and all of the Board members, the Association, the managing agent, if any, and their respective agents, employees as well as the other unit owner-members of the Association from and against:

1. Any damage to any part of the unit or units, or to any part of the common elements, of any nature whatsoever, directly or indirectly, by the installation, maintenance, replacement or repair of the antenna or satellite dish (hereinafter referred to as "Dish") or any portion thereof; or

2. Any claim or demand for mechanic's lien or other contractor or subcontractor's claim for labor or materials installed, directly or indirectly resulting from the installation, maintenance, repair or replacement of the dish, or any portion thereof; or

3. Any claim or demand by any person or persons, entity or entities, whether unit owner(s) or otherwise, for personal injury or property damage of any nature or description, arising directly or indirectly as a result of the installation, maintenance, replacement, existence or repair of the dish or any portion thereof; or

4. Any claim or demand by any municipality for failure to comply with (for abatement or breach of) any applicable building or zoning ordinance, law or regulation.

5. Any one or more of the above.

In the event any such claim or demand is made, as described above against any of the

indemnified parties, I (we) agree to be solely responsible for and agree to pay in full any and all such claims or demands upon ten (10) days written notice from the Board. Should I (we) fail to do so, I (we) agree that the Board, although having no obligation to do so, may advance payment of any such claim or demand at its sole discretion and may recover from me (us) the amount of such advance payment. I (we) further agree that such advance payment shall constitute a lien on my (our) unit, enforceable under the Declaration of Condominium and the Illinois Condominium Property Act, as amended, in like fashion as for liens for delinquent general or special assessments. This indemnification shall include the cost of defending any such claim, plus attorneys' fees and costs actually incurred by the Board of the Association in defending or settling any such claim.

All work is to be in strict compliance with local building ordinances and regulations and all permits if required by law including any compliance with any requirements of the Village of Lockport.

The undersigned acknowledges that they should contact their insurance agent in order to secure appropriate kinds and limits of insurance in order to protect the undersigned from all risks inherent to their installation of the dish.

The undersigned acknowledge that they have read the Rules for Installation of Antennas and understand them and they agree to abide by them.

(All Unit Owners Must Sign)

Date: _____, 200__

N:\VOORN\willow walk of lockport hold harmless.wpd