West Point Loma Owners Association, Inc.

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APPENDIX - SATELLITE DISHES

1. Notice and/or approval are required for satellite dishes as follows:

   a. Interior satellite dishes (i.e., indoors, but not garages) are permitted without prior notice to or approval of the HOA.

   b. Free-standing exterior (outdoor) satellite dishes in exclusive-use common areas are permitted with five (5) business days's advance written notice to the Property Manager or HOA. Notice shall be effective only upon receipt. Free-standing means the dish or antenna is not attached to a roof or wall in any way.

   c. All other exterior (outdoor) satellite dishes or antennas may be installed only with advance written notice to and written approval of the HOA.

2. Requests for approval to install an exterior satellite dish will be considered by the HOA only if signed by the owner (all owners if more than one). Requests from tenants and/or rental unit property managers will not be considered.

3. Depending on the timing of HOA Board meetings, it make take several weeks for the HOA to review a request to install a satellite dish; don't expect a response in 24 hours. HOA approval will be evidenced by the signatures of two members of the Board of Directors; approval will not be given orally. Depending on the timing of HOA Board meetings, it make take several weeks for the HOA to review a request to install a satellite dish; don't expect a response in 24 hours.

4. The owner is strictly liable for any damages arising from or connected to a satellite dish (including installation), including the replacement cost for damaged shingles. To the maximum extent permitted by law, as between the HOA and the owner, the owner shall be strictly liable for any property damage or personal injury to any third person arising from or related to that owner's satellite dish. The HOA may require the unit owner to (a) execute a written hold-harmless and indemnity agreement in favor of the HOA and (b) maintain and provide proof of liability insurance with the HOA designated as an additional insured, but the HOA's failure to do so shall not relieve the owner of responsibility.

5. The HOA may require a reasonable deposit as security against damages caused by any satellite dish installed other than in an exclusive use common area. The amount of the deposit may be changed at any time. Approval of a satellite dish without requiring an initial deposit shall not prevent the HOA from subsequently requiring a deposit. Whether or not a deposit is required, the unit owner remains fully responsible at all times for repairing any damage caused by installation of the satellite dish.

6. Under no circumstances may a satellite dish may be placed on the entryway, entryway railing, or south-facing eaves of any unit, or in any landscaped common area (does not include back yards of back units).

7. Under no circumstances may hardware be placed in the exterior stucco or penetrate the roof or fascia. Dishes are not to be attached to roof vents. Chimney straps are to be used. Electrical lines shall be hidden as much as possible.

8. Roof access. Under no circumstances are owners or satellite dish installers to access the roof of the complex without advance written permission of the HOA. Any third party must provide written proof of current insurance (liability and workers compensation).

9. Approval to install a satellite dish is a revocable license issued to the unit owners. If a unit is sold or otherwise transferred, the HOA may revoke the license or require the satellite dish to be brought into conformity with the then-current satellite dish policy. Persons acquiring title to a unit will be deemed to have accepted legal and financial responsibility for any pre-existing satellite dish unless the HOA receives written notice otherwise within five (5) business days of close of escrow. Buyers not wishing to accept responsibility should have the dish removed by the sellers prior to close of escrow.

10. Any satellite dish not complying with these regulations shall be removed at the owner's expense. Should an owner fail or refuse to remove a non-complying dish upon reasonable notice, the HOA may remove such dish, bill the owner for the costs incurred, and collect such costs in the same manner as monthly homeowner dues.

11. Fines. The HOA may assess a fine of up to $250 for each failure to comply with these regulations. In addition to the initial fine, the HOA may assess fines of up to $100 per day commencing on the first business day at least seven calendar day after written notice is mailed to the owner of record by first class mail.

12. Unless prohibited by otherwise applicable telecommunications law, the HOA retains the right to alter or amend its satellite dish policy at any time and in any manner, including a prohibition on installation of satellite dishes.

13. The HOA may require that adjacent units share a satellite dish rather than permitting the installation of multiple dishes.

14. Satellite dishes shall be maintained in operable condition. Broken dishes shall be repaired promptly or removed. Satellite dishes shall be removed within 30 days of discontinuance of satellite service.

(effective 2007-02-01)