## FRENCH CREEK TOWNHOME ASSOCIATION ANTENNA INSTALLATION GUIDELINES

## GUIDELINES FOR INSTALLATION OF A SATELLITE DISH, TV ANTENNA, OR WIRELESS CABLE ANTENNA, HEREIN CALLED ANTENNA:

- 1. Antenna may not be installed in/on common areas. This includes, but is not limited to:
  - > Land/ground that is maintained by the association.
  - > Shingled roofs.
  - > Siding on the buildings.
- 2. Antenna may be installed using the following guidelines to achieve best signal:
  - > Inside the unit;
  - > On the light colored building trim in a location that is at minimum eight (8) feet above the ground provided that any holes are properly sealed to avoid water penetration;
  - > On the balcony below the railing; or
  - > On the balcony on a mast or tripod, and close to the level of the railing as possible; or
  - > As a LAST resort, on the railing, using clamps only. No holes may be put in the railing.
- 3. An Antenna may be installed without prior approval from the Board of Directors IF it follows the guidelines herein contained.
- 4. Owners are required to complete and sign a "Notification of Installation" form and submit it to the Board of Directors. The "Notification of Installation" form states that the Owner has installed an Antenna, and agrees to the following provisions:
  - ➤ Upon installation of the above improvements, together with any other requirements by the Association, including, but not limited to, provide public liability coverage and insurance coverage by the Owner on said improvements. Owner shall be solely responsible for the maintenance and repair of said improvements, despite any provisions in the Declaration or Bylaws to the contrary.
  - > If Owner fails to maintain such improvements, or comply with the Association's demands regarding the same, the Association can repair or remove said improvements, at the Owner's expense, and all expenses incurred by the Association, including attorney fees and court costs, which are not paid by the Owner shall be a Lien on Owner's unit and be collectible in the same manner as provided for in the Declaration.
  - Owner assumes all liability and risks associated with said improvements and agrees to indemnity and hold harmless the Association, its directors, officers, agents and employees from any damages, claims, losses, liabilities of any kind, arising out of or in any manner related to this Agreement or arising out of Owner's improvements on this Lot or the Association's Common Area or arising out of or resulting from the performance of work or act or omission of any contractor, its agents, employees or subcontractors.
  - > This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any suits brought hereunder shall be in <u>Arapahoe County</u>, Colorado.
  - > The terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.
- 5. If the Installation does not follow the guidelines as outlined above, the Association reserves the right to order the removal of the Antenna. If a "Notification of Installation" form is not turned in, it will be considered a violation of the covenants and will be treated as one until the form is received.

## ANTENNA INSTALLATION NOTIFICATION

This form MUST be returned upon installation of any antenna

Upon installation of an Antenna, please complete and return to:

French Creek Townhome Association C/O Colorado Property Management Group 2620 S. Parker Road Suite 105 Aurora CO 80014

Owner Name:	
Association Address:	
Phone Number: (	
Alternate Mailing Address:	

The owner of the above address hereby gives notice to the association of installation of a Satellite Dish, TV Antenna, or Wireless Cable Antenna, herein called Antenna; and certifies that they agree to the following statements:

- 1. The installation complies with all provisions outlined in the Antenna Installation Guidelines.
- The Owner will, upon installation of the above improvements, together with any other requirements by the Association, including, but not limited to, provide public liability coverage and insurance coverage by the Owner on said improvements. Owner shall be solely responsible for the maintenance and repair of said improvements, despite any provisions in the Declaration or Bylaws to the contrary.
- If Owner fails to maintain such improvements, or comply with the Association's demands regarding the same, the Association can repair or remove said improvements, at the Owner's expense, and all expenses incurred by the Association, including attorney fees and court costs, which are not paid by the Owner shall be a Lien on Owner's unit and be collectible in the same manner as provided for in the Declaration.
- Owner assumes all liability and risks associated with said improvements and agrees to indemnity and hold harmless the Association, its directors, officers, agents and employees from any damages, claims, losses, liabilities of any kind, arising out of or in any manner related to this Agreement or arising out of Owner's improvements on this Lot or the Association's Common Area or arising out of or resulting from the performance of work or act or omission of any contractor, its agents, employees or subcontractors.
- 5. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any suits brought hereunder shall be in Arapahoe County, Colorado.
- The terms and conditions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, personal representatives, successors and assigns.

By signing below, I understand that I am agreeing to all of the statements made
above. I understand that if the installation of any antenna does not comply with the
installation guidelines, I may be ordered to remove the antenna.

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