

### III. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, By-laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the by-laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Owners, Residents, their families and guests. Exceptions of the Rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by an Owner.

### IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

#### A. Antennas

No antennas of any kind (with the exception of miniature dishes for DCTV) may be mounted to any portion of the property unless it is done indoors in an area, which serves only the Owner's Unit and cannot be seen outside the unit.

1. Miniature dishes can be up to but not exceeding 18 inches in diameter. Any damage (caused by installation/use) to the structural integrity or insulation of the building will be the sole responsibility of the unit owner. (See below)

#### B. Satellite Dish Requirements

1. Only satellite dishes eighteen (18") inches in diameter or smaller are permitted to be installed on the Association's property.
2. Satellite dishes may never be attached to the roof, porch roof, chimney chase (including trim), or siding.
3. Satellite dishes must be installed in the landscaped privacy area of the unit on a pole not to exceed two foot (2') in height, no further away than two feet (2') from the building. The satellite dish and pole must blend in with the landscaping on the Association's property and both items must be screened at all times so as to make them as unobtrusive as possible. Additional landscaping may be required to hide the dish from public view, particularly if the dish can be observed from the street. Cables from the dish to the house must be buried deep enough to permit cultivation of the ground. The Homeowner is responsible to make any necessary plant material replacements should installation cause damage.
4. As an alternative, satellite dishes may be installed on the fascia board adjacent to the building or porch roof, or, on the vertical fascia boards at the corners of the building above a lower roofline.
5. In all satellite dish installations, cables must enter the building at a point closest to the point of attachment of the dish. No cables may be attached to the exterior of building, or run on the exterior along the siding or trim. All cabling must be

run in the interior walls of the building. Once cabling enters the building, it may not exit at some point and re-enter the building at a further point.

6. All satellite dish installations shall be grounded in accordance with the National Electrical Code.
7. The Association reserves the right to inspect the installation, maintenance, repairs and replacement of the satellite dish and may require additional work to be done to ensure that the owner has properly installed the satellite dish. If any damage is caused by the homeowner due to the installation, repair or maintenance of the satellite dish or pole, the homeowner is responsible to correct the damage and make any necessary plant material replacements pursuant to the Board's direction. The Board's decision is final and binding.
8. The owner shall be responsible for the maintenance, repair and replacement of the satellite dish and pole. Failure to do so will authorize the Association to take any legal action available to it to correct the violation including, but not limited to, removing the satellite dish, making the necessary repairs, replacement and maintenance; and/or imposing a fine. The Association will not be responsible for any future repairs of the dish, wires, poles, etc.
9. Homeowners wishing to install a satellite dish must notify the Southgate Manors Townhome Owners Association seven (7) days prior to the desired date of installation in writing. Failure to comply with this requirement, will, but not require the Association to take any legal action available to it to correct the violation including, but not limited to, removing the satellite dish and/or imposing a fine. (See **Exhibit F "Agreement and Hold Harmless"** and **Exhibit G "Satellite Dish Requirements Agreement"**)
10. The **Waiver of Liability (Exhibit H)** must be signed by the appropriate parties. Failure to comply with this requirement will allow, but not require the Association to take any legal action available to it to correct the violation including, but not limited to, removing the satellite dish and/or imposing a fine.