

**Highland Lakes Condominium Association, Inc. (HLCA)
Major Alteration Request**

SATELLITE DISH

Co-Owner Name: _____ Date: _____

Address: _____ Unit No: _____

Home Phone: _____ Work Phone: _____ Cell: _____

Please check the applicable alteration and read the appropriate construction requirements:

A refundable permit/inspection fee of \$50.00 is required for each alteration.

<u>QTY.</u>	<u>Description of work</u>	<u>Deposit</u>	<u>Required Pages</u>
-------------	----------------------------	----------------	-----------------------

_____	*Satellite Dish _____	\$50.00-----	Pg. 1-5
-------	-----------------------	--------------	---------

Total Fee _____

RECEIPT # _____

Tentative installation start date: _____ **Approved installation start date:** _____

The Engineering Committee has recommended the following action to the Board of Directors:

1. Approve _____
2. Reject _____
3. Defer action pending _____

Date: _____ By: _____

Notes: _____

Scale drawings must be included showing elevations, dimensions, and adequate detail as to finishes, color, and materials. The attached HLCA Construction Requirements must be incorporated in the design of your alterations.

It is your obligation to notify the Association when the installation is ready for inspection. A satisfactory inspection by our Maintenance personnel will result in the refund of the permit fee.

Inspection Non-notification A request to the Association for an inspection must be made within 30 days of the completion of the project. Failure to do so will cause you to forfeit the permit fee. Furthermore, the unit will still be subject to an inspection.

For your protection, the Association recommends that you withhold the final payment to your contractor, until after final inspection has been approval by HLCA, and by the Northville Township building department.

Please read the following closely before signing:

I (we) am (are) the Co-Owner(s) of the above described unit and agree that:

1. All applicable codes and regulations will be followed and all necessary permits will be obtained at my expense.
2. Trucks or heavy equipment are not permitted on any lawn area of Highland Lakes, without the written approval by the Property Manager. If approved proper boards or matting must be used to prevent damage to common grounds area.
3. **If any digging**, by hand or with equipment, is to be done to the Limited Common Element areas, Co-owner and Contractor, must call MISS DIG at 800-482-7171 prior to starting any work.
4. I have read all applicable sections of the By-Laws and understand the same.
5. All maintenance to this alteration will be performed at my, or subsequent title Co-Owner's expense.
6. Should any legal regulatory agency require, at anytime in the future, modifications to this alteration, such modifications will be done at my, or subsequent titled Co-Owner's expense.
7. Any maintenance cost incurred by the Association as a result of this alteration will be performed at my, or subsequent titled Co-Owner's expense.
8. **Any removal, modification to or replacement of this alteration required to provide HLCA access to repair or replace common elements will be done by the Co-Owner or at the Co-Owner's expense.**
9. It is my responsibility to advise future assigns or owners of this unit of this alteration and their responsibility for same.
10. Upon receiving Board approval for this alteration, I will complete the Consent to Alteration Form, and sign it. I will return the completed Consent to Alteration Form along with a copy of any applicable Northville Township Building Permits. Copies can be made at the HLCA office.
11. **I will not start construction on the alteration until the above and attached procedures have been completed, and I have been notified that I may proceed.**
12. All the information on this request is truthful and accurate.

I/We have read and understand the Board Policy, and agree to abide by all conditions, rules and restrictions contained within.

Co-owner Signature

Date

Consent to Alteration of Common Elements

The agreement is made this ____ day of _____, 20____ by and between Highland Lakes Condominium Association (hereinafter Association) and Building____, hereinafter (Co-Owners) of Unit _____ according to the Master Deed thereof recorded in Liber 21890, page 706 et seq., Wayne County Records, designated as Wayne County Condominium Subdivision Plan No. 187.

WHEREAS, the Co-Owner desires to alter or modify his unit and/or limited common elements to the condominium and is required by the terms and conditions of the said Master Deed and by the Michigan Condominium Act to obtain the advance written consent of the Association. The Co-Owner warrants that the proposed alteration does not impair the structural integrity of a structure or otherwise lessen the support of any portion of the condominium project and that the proposed alteration does not impair the soundness, safety utility or appearance of the condominium;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Highland Lakes Condominium Association does hereby consent to the alterations at Unit _____ as described on Exhibit "A" attached hereto.

Co-Owner hereby agrees to pay all additional costs and/or expenses of any nature whatsoever resulting from the said alterations, including those involved in installation of same. The altered common elements shall be maintained, repaired, and replaced as necessary by the Co-Owner and shall at all times maintained in keeping with the standards established at Highland Lakes Condominium Association, except as otherwise provided by law, in the event Co-Owner fails to do so, the Association may maintain, repair, and/or restoration shall be assessed to Unit _____ and collected by the Association in the same manner as provided in the condominium documents for collection of condominium assessments. Co-Owner agrees to and hereby does, indemnify and hold the Association harmless from any and all liabilities, costs, expenses, and/or damages, including court costs and actual reasonable attorney fees incurred by the Association and/or the Co-Owner in connections with the said alterations.

The Co-Owner expressly agrees and acknowledges that the Association's grant of consent extends to and includes only those alterations explicitly described on Exhibit "A" attached hereto and that any alterations not explicitly described on Exhibit "A" must be separately approved in writing in advance by the Association's Board of Directors. Co-Owner agrees to obtain all necessary permits and to comply with all applicable zoning, building code, Highland Lakes Condominium Association's requirements and specifications, and other requirements imposed by any governmental agency or entity. Further, the parties agree that the covenants and conditions set forth herein shall be binding on and inure to the benefit of the parties' successors, assigns, and all parties subsequently obtaining an interest in Unit _____. All alterations must comply with Highland Lakes Condominium Association construction requirements and specifications.

ASSOCIATION:

CO-OWNER:

Joe Poma
Property Manager

Date

Co-Owner

Date

Witness

Date

Co-Owner

Date

Witness

Date

Highland Lakes Condominium Association (HLCA)
Satellite Dish Installation Or Replacement Request

Co-Owner: _____ Date: _____
Co-Owner Address: _____ Bldg: _____ Unit: _____
Co-Owner Phone Numbers (Home): _____ (Cell) : _____

Installation specifications and guidelines as per HLCA By-Laws:

- Installation is restricted to Limited Common Area (patio or front porch stoop only).
- **Antenna cable entry into unit must be at basement level. Not through any siding above basement.**
- Exterior cable routing is prohibited, without Association waiver acknowledging necessity and routing detail.
- Where possible, dish-mounting height should be below fence level.
- Maximum height is limited.
- Unused or unwanted antenna must be removed at Co-Owner's expense prior to sale of unit, and or within 30 days of service termination.
- Supporting guy wires for tall masts, if needed, must be anchored within patio area, not attached to unit or fence per Township building codes and permitting.

An inspection fee of \$50.00 is required for this request and will be refunded after your satellite dish has passed inspection. Please call the Clubhouse after the installation is complete. We will schedule an inspection by our Maintenance Department.

\$50.00: _____ **Date pd. :** _____ **receipt #:** _____

Contractor's Name: _____
Address: _____ Phone Number: _____

The Engineering Committee has submitted its recommendations on this request to the Board of Directors and it has:

Approved such request: _____ Date: _____

Rejected such request: _____ Date: _____

Deferred action pending further study: _____

By Committee: _____ By Board of Directors: _____

Explanation of Denial/Further Study:

TV Satellite Dish Antenna Installation

1. Please do not be misled by an ununiformed salesperson. On November 20, 1998, the FCC confirmed that Condo Associations still have the right to ban installation of dish antennas on the exterior (common area) of any unit. This agrees with our HLCA By-laws. The Board can regulate where dish antenna can be placed to keep off common area.
2. At present, only patio and front porch stoop (limited common area) installation is permitted. This includes; where necessary a freestanding antenna mounting mast up to 12 feet tall. Associations also have a right to prescribe reasonable installation guidelines (exterior cable routing, sealing, color, screening, and the removal of obsolete or unwanted equipment).
3. Accordingly, the following dish installation information is provided for your guidance. **Installation is restricted to limited common area (patio or front porch stoop) only.**
4. Consultation with the Engineering Committee before beginning any installation is highly recommended.
5. A concrete base may require a Township permit.
6. **Exterior cable routing is prohibited; Antenna cable entry into the unit must be at basement level.**
7. Where possible, dish-mounting height should be below fence level. The maximum height is limited.
8. Unused or unwanted satellite dish or antenna line must be removed at Co-owner expense (same as handicap ramps and railings) within 30 days of cancelling the satellite service. Additionally the satellite dish must be removed prior to the sale of the unit.
9. Supporting guy wires for tall masts, if needed, must be anchored within patio area, not attached to fence.

I/We have read and understand the Board Policy, and agree to abide by all conditions, rules and restrictions contained within.

Co-owner Signature

Date

However, the FCC urges and our own legal council advises that our Association can publish and enforce rules that will facilitate some alternate antenna placement such as ground level front yard placement (on common ground) within 3 feet of the foundation. Accordingly, any such proposed alternate replacement on common ground requires pre-approval via a modification request form.