

**REATA AT RIVER OAKS CONDOMINIUM ASSOCIATION, INC.**  
**3231 Allen Parkway, Houston, Texas 77019**

**RULES FOR INSTALLING SATELLITE DISHES AND ANTENNAS**

The undersigned, being the duly elected, qualified and acting Secretary of The Reata at River Oaks Condominium Association, Inc. (the "Association"), a Texas corporation, and the keeper of the minutes and records of said corporation, does hereby certify that the following is a true and correct copy of a resolution of this corporation as adopted by the Board of Directors (the "Board") at a duly called meeting held on May\_\_\_\_, 2007:

WHEREAS, the Association is responsible for governance and maintenance of the Reata at River Oaks Condominium Association as described in the Condominium Declaration for Reata at River Oaks, filed in Volume \_\_\_\_, Page \_\_\_\_ of the Condominium Records of Harris County, Texas and all amendments;

WHEREAS, the Association exists pursuant to state law and its governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the community, pursuant to state law and its governing documents; and

WHEREAS, the Federal Communications 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 multipoint distribution service antennas; and

WHEREAS, for the benefit and protection of the Association, the owners, and the residents, the Board deems it necessary to establish guidelines and procedures for the regulation, installation, use and maintenance of permitted antennas (Covered Antenna) within the community;

NOW, THEREFORE, BE IT RESOLVED that the following Rules for Installing Satellite Dishes and Antennas be and hereby are adopted:

1. No antenna or satellite dish of any kind shall be permitted or installed on the exterior of any unit or building or protruding from the walls or out of the windows or on the roof of any unit or building save as expressly in writing previously approved by the Association. For purposes hereof, an antenna and/or satellite dish shall include any device used for the receipt of video programming services, including direct broadcast satellite, television broadcast, and multipoint distribution services, together with masts, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories utilized in the installation of any such antenna or satellite dish.
  
2. Notwithstanding the foregoing general prohibition as to antennas or satellite dishes provided in paragraph No.1, satellite dishes which are designed to receive direct broadcast satellite service and which are one meter (39 inches) or less in diameter may be installed in

accordance with these Rules. For purposes of these rules, such satellite dishes shall be referred to as "Permitted Satellite Dish(es)". Satellite dishes which are designated to receive satellite signals and which are larger than one meter (39 inches) are prohibited.

3. The following provisions shall be applicable to a Permitted Satellite Dish:

(a) Location. Permitted Satellite Dish(es) may only be installed wholly within a condominium unit or within the limited common element patio or balcony appurtenant to such condominium unit, which may be sometimes referred to as the "exclusive use area" for such respective unit. Limited Common Elements are defined in the Condominium Declaration for The Reata at River Oaks Condominium Association, Inc.. Installation of a Permitted Antenna on a limited common element which is exclusively used by the owner does not convert such limited common element to individual property. Installation of a Permitted Satellite Dish is never permitted on any common element (other than those portions of such common elements constituting a limited common element balcony or patio for the exclusive use of a respective unit), including, without limitation, any parking area, roof, exterior wall, or fence. Only one Permitted Satellite Dish per unit may be installed by an Owner.

(b) Installation.

- (1) Any Resident or Owner desiring to install a Permitted Satellite Dish must comply with the minimum conditions provided in these Rules and must also provide prior written notice to the Association, in care of its managing agent. Such notice shall include the type and color of the Permitted Satellite Dish to be installed, the installer, the proposed location of such installation, and the method and manner of installation.
- (2) No Permitted Satellite Dish may be installed on the Common Elements (except for those common elements specifically designated as limited common element patio or balcony appurtenant to a respective unit and for the exclusive use of such respective unit).
- (3) No Permitted Satellite Dish may protrude beyond the vertical or horizontal space forming the perimeter of the limited common element balcony or patio for the exclusive use of a respective unit.
- (4) All installation shall be completed so that same does not damage any common elements, limited common elements, or void any warranties of the Association or in any way impair the integrity of any building.
- (5) The Association shall have the right to require reasonable screening of a Permitted Satellite Dish so long as the screening does not impair reception.

- (6) A Permitted Satellite Dish must be securely mounted to a base (i.e. tripod) so as to be able to withstand the effects of high winds or other extraordinary weather conditions. No guy wires or similar mounting apparatus will be allowed. Further, no Permitted Satellite dish may be attached to a balcony railing.
- (7) The installation of a Permitted Satellite Dish must be done by a qualified person or company. Any installer other than the unit owner shall be required to carry adequate general liability and workers compensation insurance to prevent both damage to the common elements and potential safety hazards.
- (8) No liens in connection with the installation or maintenance of any Permitted Satellite Dish shall be filed against the common elements of the Condominium.
- (9) Installation of a Permitted Satellite Dish shall only occur between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday.

(c) Damages, Safety.

- (1) Permitted Satellite Dish(es) shall be installed and maintained in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturers instructions.
- (2) Permitted Satellite Dish(es) shall not obstruct access to or exit from any doorway or window of any unit, walkway, utility service area, or any other area necessary for the safe operation of the Association .
- (3) Prior to the installation of any Permitted Satellite Dish, the Owner or resident must have executed an agreement, in form and content attached as Exhibit "A", whereby such Owner or resident shall expressly agree to:
  - (i) be responsible for all damages or loss caused by the installation or use of the Permitted Satellite Dish,
  - (ii) indemnify and hold harmless the Association for all such damage or loss, and
  - (iii) provide the Association with a certificate of insurance showing that the Owner or resident has the appropriate amount of liability insurance to cover any such damage or loss.

(d) Maintenance.

- (1) Owners who install or maintain Permitted Satellite Dish(es) are responsible for all associated costs, including but not limited to costs to:

- (i) place (or replace), repair, maintain and move or remove the Permitted Satellite Dish;
- (ii) repair of damages to the common elements, the unit or other units, and any other property caused by the installation, maintenance or use of the Permitted Satellite Dish;
- (iii) pay medical expenses incurred by persons injured by installation, maintenance or use of the Permitted Satellite Dish;
- (iv) reimburse other residents or the Association for damages caused by the installation, maintenance or use of the Permitted Satellite Dish;
- (v) restore the Permitted Satellite Dish installation site(s) to their original condition.

(2) If a Permitted Satellite Dish is installed on limited common elements which are maintained by the Association, the Owner(s) retain responsibility for maintenance of the Permitted Satellite Dish. Permitted Satellite Dish(es) must not be installed in a manner which 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. If maintenance requires the temporary removal of Permitted Satellite Dish, the Association shall provide Owners with reasonable written notice. Owners shall be responsible for removing or relocating Permitted Satellite Dish(es) before maintenance begins and replacing Permitted Satellite Dish(es) afterwards, if an Owner so desires. If the Permitted Satellite Dish is 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 Permitted Satellite Dish caused by Association removal.

(3) General.

(1) No advertising slogans, logos, banners, signs, or other printing or illustration whatsoever shall be permitted upon or be attached to any permitted satellite dish.

(2) No permitted satellite dish shall ever be used for the transmission of any signal whatsoever and same satellite dish shall be for the purpose of receiving only normal signals through airwaves for television viewing purposes only.

(3) No permitted satellite dish shall be permitted to cause any distortion or interference whatsoever with respect to any other electronic device on the condominium property.

4. These rules are not exhaustive and you should consult the Bylaws and Declaration of the Reata to ensure you are in compliance with all rules and restrictions set forth therein.
5. To extent these rules are in conflict with the Bylaws and/or Declaration of Reata the Bylaws and/or Declaration are deemed to be controlling.
6. Regardless of the installation of a DSS, the owner/resident of a unit at the Reata will still be responsible for all maintenance fees that currently cover basic television expenses to all units.
7. If any provision of these Rules and Regulations should be determined to be invalid, the remainder of the Rules and Regulations shall remain in full force and effect.

~~~~~  
By action of the Board on May \_\_\_\_, 2007 these Rules and Regulations have been adopted to govern the Reata at River Oaks Condominium Association, Inc.

\_\_\_\_\_  
Secretary of the Board of Directors

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Date