

Pond Meadows Condominium Association  
Satellite Dish and Antenna  
Application Form & Guidelines

Please provide the required information for board review prior to installation. Please note, you must receive written approval prior to installation.

**UNIT #** \_\_\_\_\_

**UNIT OWNER NAME** \_\_\_\_\_

**DAYTIME TELEPHONE** \_\_\_\_\_

**CELL TELEPHONE** \_\_\_\_\_

**SIZE OF SATELLITE DISH/ANTENNA** \_\_\_\_\_

**PLACEMENT OF DISH/ ANTENNA** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**INSTALLATION CONTRACTOR: NAME, ADDRESS AND PHONE NUMBER:**

Contractor must be qualified, licensed and insured for installation.

\_\_\_\_\_

\_\_\_\_\_

Unit owner is responsible and liable to the association for any damage of common areas and is responsible for all maintenance, repair and replacement of the satellite dish/antenna.

I have read and understand the Pond Meadows Condominium Association's Satellite Dish/Antenna policy and agree to comply with all requirements and specifications.

\_\_\_\_\_  
Unit Owner (signature)

\_\_\_\_\_  
Date

**POND MEADOWS CONDOMINIUM ASSOCIATION  
AGREEMENT FOR THE INSTALLATION OF THE  
SATELLITE DISH ANTENNA**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, New Jersey, 07430 (the "Unit Owner") and Pond Meadows Condominium Association of Inc., with a business address c/o Wilkin Management Group Inc., 1200 MacArthur Blvd. \_\_\_\_\_, N.J. 07430 (the "Association").

**RECITALS**

The Unit Owner owns a unit at the complex known as Pond Meadows Condominium Association, located in Mahwah, New Jersey and is a member of the Association, which by virtue of its Certification of Incorporation, its By-Laws, its Rules and Regulations and the Master Deed (the "Governing Documents") is empowered to administrate, manage and operate the common affairs of the Association and maintain, repair and replace the Common Elements and Limited Common Elements, as those terms are defined in the Governing Documents of the Association.

The Unit Owner now wishes to install a satellite dish antenna and the Association wishes to consent to the installation of same in accordance with the Governing Documents and pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and conditions hereinafter contained, the parties agree as follows:

## **Satellite Dish Agreement**

**Page two (2)**

### **1. Installation of Satellite Dish Antenna:**

The Association hereby consents to the installation of a Satellite Dish Antenna by the Unit Owner provided: (a) a unit owner is in good standing with the Association; (b) that the Satellite Dish Antenna and related equipment is the type approved by the Association, which approval shall be in writing and obtained by the Unit Owner prior to installation; (c) that it must be installed by a licensed contractor who is approved by the Association which approval shall be in writing and obtained by the Unit Owner prior to installation and, (d) the Satellite Dish Antenna shall be in a location which is approved by the Association, which approval shall be in writing and obtained by the Unit Owner prior to installation. The cost and expense of the equipment and its installation shall be borne by the Unit Owner exclusively. The Satellite Dish Antenna shall be installed in accordance with any and all necessary governmental rules, regulations, statutes and ordinances and in accordance with Association regulations and policies. The Unit Owner shall obtain any necessary permits at his sole cost and expense, and shall provide same to the Association prior to installation. The unit owner shall submit a security deposit amount, prior to installation of the dish, to cover any costs that the unit owner will not bear due to future damages.

### **2. Damage to the Common Elements or Limited Common Elements**

The Unit Owner shall be liable for any and all damage, replacements, repairs or penalties necessitated by the installation, removal or presence of the Satellite Dish Antenna on the Common Elements or Limited Common Elements.

## **Satellite Dish Agreement**

**Page three (3)**

All repairs may be undertaken by the Association at the Unit Owner's expense. This provision shall survive the Term of this Agreement.

### **3. Term**

This Agreement shall remain in full force and effect for so long as the Unit Owner is a member of the Association and not on default of the terms of this Agreement or the Governing Documents. Upon transfer of title to the Unit, the Unit Owner shall execute an assignment and the purchaser shall execute an assumption of all of the terms and duties set forth in this Agreement. If the new unit owner does not agree with this agreement, the dish must be removed at the original owner's expense whereby all common elements are properly restored to their original condition. If the Unit Owner is in default under the terms of the Governing Documents or if the Association is required to remove the Satellite Dish pursuant to applicable Federal, State or local law, any and all expenses incurred by the Association shall be at the owner's expense. In the event this Agreement is terminated by the Association as provided herein, the Unit Owner shall remove the Satellite Dish Antenna immediately upon the request of the Association.

### **4. Maintenance**

The Unit Owner at his / her sole cost and expense shall be responsible for the maintenance and repair of the Satellite Dish Antenna.

## Satellite Dish Agreement

Page four (4)

### 5. Indemnification

The Unit Owner shall indemnify, hold harmless the Association from any and all liability, claims and costs resulting from any injury or damage or the imposition of any penalties caused by the installation, removal or presence of the Satellite Dish Antenna. This provision shall survive the Term of this Agreement.

### 6. Insurance

The Unit Owner shall obtain, pay for and keep in effect for the benefit of the Association and the Unit Owner, insurance for the replacement of the Satellite Dish Antenna, as well as liability insurance. All policies shall state that the insurance company cannot cancel or refuse to renew with out at least ten (10) days written notice to the Association. The unit owner must show verification of insurance coverage and continue to do so on a yearly basis. ***Failure to obtain proper insurance will result in having the Association secure such coverages as deemed appropriate at the unit owner's expense.***

### 7. Alterations or Removal

The Unit Owner may not change or remove the Satellite Dish Antenna without the prior written consent of the Association. In the event that the Satellite Dish antenna must be removed in order for the Association to perform any repairs or replacements to the Common Elements or Limited Common Elements, the Association may request the Satellite Dish Antenna be removed and reinstall same at the sole cost and expense of the Unit Owner. The Association shall not be liable for any damage to the Satellite Dish Antenna.

## **Satellite Dish Agreement**

**Page five (5)**

### **8. Compliance with the Governing Documents**

With respect to the installation and presence of the Satellite Dish Antenna, the Unit Owner shall comply with all applicable provisions of the Governing Documents of the Association presently in effect or as may be amended from time to time. Any violation of this Agreement, or of the Governing Documents by the Unit Owner shall constitute a default which shall entitle the Association to terminate its consent for the installation and presence of the Satellite Dish antenna or to bring and enforce any and all legal rights it may have, the costs of which, including reasonable attorneys' fees, shall be borne by the Unit Owner.

### **9. Entire Agreement**

All prior oral or written representations, understandings and agreements between the parties with respect to the subject matter of this Agreement are merged into this Agreement, which represents the entire agreement between the parties.

### **10. Notice**

Any notice or demand shall be in writing and whether delivered by hand, overnight delivery or sent by certified or registered mail return receipt requested to the party at the addresses set forth above. Each notice shall be deemed given on the same day if delivered by hand, on the following business day if sent by overnight delivery or the second business day following the date of mailing.

**Satellite Dish Agreement**

**Page six (6)**

**11. Governing Law**

This Agreement shall be governed by the laws of the State of New Jersey and the governing documents of the Pond Meadows Condominium Association. Any action or proceeding arising out of this Agreement shall be brought in a court of appropriate jurisdiction, with Bergen County.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as the date first set forth above.

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

Unit Owner

**ATTEST:**

**POND MEADOWS  
CONDOMINIUM ASSOCIATION**

\_\_\_\_\_

BY \_\_\_\_\_

Secretary

President