

## KEENE MILL WOODS II CONDOMINIUM

### POLICY RESOLUTION NO. 12 - 03 (Replaces Resolution 03 - 01)

#### GUIDELINES FOR SATELLITE DISH AND EXTERIOR ANTENNA

##### RECITALS:

WHEREAS, Article V, Section 3 of the Council's By-Laws grants to the Board of Directors all powers and duties necessary for the administration of the affairs of the Council of Co-Owners and may do all such acts as are not by law directed to be exercised and done by the Council;

WHEREAS, Article V, Section 3 (d) empowers the Board of Directors to promulgate and enforce such rules and regulations as may be deemed proper respecting the use, occupancy and maintenance of the Condominium Project and the use of the general and limited common elements.

WHEREAS, the Federal Communications Commission ("FCC") adopted a rule effective October 14, 1996, 47 CFR 1.400 ("FCC Rule"), which is intended to supersede the regulations of Condominiums concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the FCC adopted revisions to the FCC Rule in April 1999 and May 2001;  
and

WHEREAS, the Board of Directors believes it is in the best interest of the Condominium for the Board to adopt regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC Rule.

NOW, THEREFORE, the Board of Directors adopts the following revised regulations for the Condominium, hereinafter referred to as the "Rules," which shall be binding upon all Unit Owners and their family Unit Owner, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any sort of property interest in the Condominium and which shall supersede any current restrictions of record or previously adopted rules on the same subject matter.

#### I. DEFINITIONS

- A. **Antenna:** antennas designed (i) to receive video programming services, including direct broadcast satellite dish (DBS), digital television broadcast ("DTV"), local television broadcast antennas and multipoint distribution service antennas (MMDS), or (ii) to receive and transmit "fixed wireless services". Antennas used for "fixed wireless services" must be "customer-end antennas." (Masts, cables, supports, conduits, wires, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna).
- B. **Mast:** structure to which an antenna is attached that raises the height of the antenna.
- C. **Co-Owner:** any party named in an occupancy agreement who has the right to reside in a unit in the Condominium.
- D. **Video-programming signals:** signals received by DBS satellite dishes, DTV antennas, local television broadcast antennas and MDS antennas.

E. **Fixed wireless signals:** commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access. It does not however include, among other things, AM/FM radio, amateur (“HAM”) radio, Citizens Band (“CB”) radio, and Digital Audio Radio Services (“DARS”) signals.

F. **Customer-end antennas:** antennas placed at a customer location for the purpose of providing service to customers at that location. It does not include antennas used to transmit signals to and/or receive signals from multiple customer locations.

G. **Exclusive-Use and Control Area:** the co-owner’s unit’s patio and/or balcony area are designated in the Condominium’s governing documents as the areas in which a Co-Owner has the exclusive right to possession.

## II. APPLICATION/NOTIFICATION RULES

A. **Co-owners have two options:** They may submit an application to the Condominium for approval of their proposed antenna or they may file a notice of intent to install an antenna.

B. If a Co-Owner submits an application to the Condominium for approval of the antenna, the Condominium will review the application on an expedited basis. If the application meets all of the required criteria stated in this rule, the Condominium will review and respond to the application within seven (7) days of receipt of the application and issue a written notice of the decision to the Co-Owner. The Condominium shall not take more than 45 days from receipt of the application to issue a ruling on the application, or the application shall be deemed approved by waiver.

C. If a Co-Owner submits a Notice of Intent to Install an Antenna to the Condominium, the Notice must be filed no later than seven (7) days before the installation. In such a case, the Co-Owner bears all the risk that the Condominium may not approve the antenna because of a lack of compliance with the Rules stated herein. The Condominium reserves all powers to inspect the antenna after installation to determine if the antenna complies with the Rules. If not, the Condominium reserves all powers to compel the Co-Owner to comply with the Rules, regardless of whether the Co-Owner has already installed the antenna.

D. **Submission of Applications and Notices:** Co-Owners must file their applications/notices to the Condominium in writing at the following address: Keene Mill Woods II Condominium, c/o Gates Hudson Community Management, 3020 Hamaker Ct., Suite 300, Fairfax, VA 22031.

E. **Decision:** The Board, its designated committee, and/or the Condominium’s managing agent may act for the Condominium depending upon the Board’s discretion.

## III. INSTALLATION RULES

A. **Antenna Size and Type**

1. Co-Owners may install a dish antenna that is one meter (39.39 inches) or less in diameter. Satellite dishes that are larger than one meter in diameter are prohibited.

2. Co-Owners may install a MMDS antenna that is one meter or less in diameter or diagonal measurement. MMDS antennas that are larger than one meter in diameter are prohibited.

3. In accordance with the FCC Rule, Co-Owners may install a regular TV antenna designed to receive local broadcast television stations.
4. Co-Owners may not install any type of antenna that **transmits** a signal of any sort or disrupts the reception of the radios and television sets of neighbors. Such antennas are prohibited.
5. Any type of antenna not specifically protected by the FCC Rule is prohibited.

**B. Location**

1. The Condominium has designated the following locations as **preferred placement sites** for antennas: (a) on the surface of the patio or balcony (if applicable); or, (b) above the walking surface of the patio, provided that they extend no more than twenty-four inches (24") above the height of the balcony railing or patio railing or patio fence; or (c) attached to the balcony railing with clamps. No boring of the metal of the balcony; or (d) attached to a rear yard fence if applicable.

2. Alternative locations on a firewall above the roof or on a rakeboard just below the roof shingles may be permitted only upon submission of a precise statement with a drawing describing the alternative location where sufficient signal strength would be adequate for reception. Such written certification must be submitted prior to the satellite dish antenna being installed. See sample drawings (A) Firewall and (B) Rakeboard. You may use these drawings for your submittal. If a dish antenna is approved for a firewall or rakeboard installation, the rear part of the roof is preferred to limit visibility.

3. The Condominium reserves the power to grant a variance from any of the Rules expressed herein, but shall endeavor to protect the Condominium from the architectural blight to the greatest degree possible and strive to ensure that all concerns over safety are satisfied.

4. Co-Owners are prohibited from installing an antenna which encroaches upon: (a) any common areas (including common area air space); or (b) any other Co-Owner's individual unit, unless specifically granted a written waiver in advance by the Condominium's Board of Directors or their managing agent. Waiver of this provision will be strictly on a case by case basis and will be granted only after all other locations are deemed either inappropriate by the Board or its representative, because of insufficient signal strength; or, its lesser desirability to the overall community due to safety, maintenance or cosmetic architectural concerns. In no case will a waiver be granted solely because the requested location affords the least costly alternative for the petitioner. Within the provisions proved by current FCC rulings, the issue of "unreasonable expense" cost may not be used as the sole determinant for the waiver described herein. The granting of waivers will be conducted in the timeframes already outlined in Paragraph II, section B. 2.

5. **If the preferred placement sites above in #2 or the alternative locations above in #3 are not feasible according to a professional dish installer then the Co- Owner may request permission to install on the roof (preferably rear) and shall pay a nonrefundable fee of \$250. The fee must accompany the written request. The Co-Owner will be responsible for any damages to the roof, unit(s) and personal property caused by the installation.**

**C. Installation on Exclusive Use Areas**

1. Antennas shall not be larger or installed higher than is absolutely necessary for reception of an acceptable quality signal.

2. Antennas which require installation and mounting in an area other than the preferred areas described herein, on a firewall or rakeboard, and any installation that will cause breaching or penetration of any common area, must be installed by a contracting professional, regularly engaged in the business of installing such devices and must be able to comply with the other requirements of this provision.

3. Antennas shall be installed and secured in a manner so they do not damage the common areas or individual units, or void any warranties of the Condominium or other Co-Owners, or in any way impair the structural integrity of the building.

4. Antennas must be properly secured so they do not jeopardize the structural integrity of any structure or the safety of any person.

5. All wiring must be secured properly and hidden from view. Wiring may be attached and put behind downspouts.

6. The Condominium reserves the power to require Co-Owners to accept full responsibility for all damages caused to the building by the installation of an antenna.

7. The Co-Owners are responsible for ensuring that any point of penetration(s) is properly waterproofed and sealed in accordance with applicable industry standards and state and local building codes provided that such building codes have not been superseded by federal law.

8. The Condominium reserves the power to specially assess the Co-Owner for any costs the Condominium incurs to correct any damage to the building (e.g., water damage, moisture) that was caused by or resulted from the installation of the antenna.

9. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Condominium.

10. Antennas shall be permanently grounded to minimize the possibility of electronic and fire damage.

#### **D. Maintenance**

1. Co-Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, the costs to:

- a. Place (or replace), repair, maintain, and move or remove antennas;
- b. Repair damage to any property caused by a Co-Owner's failure to properly install, maintain, remove, or use the antenna;
- c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
- d. Reimburse residents or the Condominium for costs incurred to correct damage caused by the Co-Owner's failure to properly install, maintain, remove or use the antenna;
- e. Restore antenna installation sites to their original condition after removal of the antenna.

2. Co-Owners shall have a continuing duty to prevent their antennas from falling into a state of disrepair. Co-Owners shall be responsible for antenna maintenance, repair and replacement, and

the correction of any safety hazard.

3. If an antenna becomes detached, the Co-Owner shall remove the antenna or repair the antenna within seventy-two (72) hours of the detachment. If a detached antenna threatens anyone's safety or is causing damage to the surrounding property, the Condominium may immediately remove the antenna at the expense of the Unit Owner.

4. Co-Owners shall be jointly responsible for antenna repainting or replacement if the appearance of the exterior surface of their antenna deteriorates or is damaged in any way.

#### **IV. ANTENNA CAMOUFLAGING**

A. The Condominium reserves the power to require Co-Owners to paint or otherwise camouflage any portion of the antenna so that it matches or is reasonably compatible with the color of the structure to which it is attached. If such a requirement would void the warranty from the manufacturer, the Unit Owner must submit a copy of the warranty to the Condominium in order to be absolved of this requirement.

B. The Condominium reserves the power to require Unit Owners to install or provide reasonable screening around the antenna if the antenna is visible from the common elements or other units. However, in no event will a Co-Owner be required to incur an unreasonable expense to install screening. Any such screening must be installed within 7 days of the date of the Board's notification to take such action.

C. Co-Owners must install exterior wiring for the antenna in the least obtrusive manner.

#### **V. MAST INSTALLATION**

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

B. Masts must be installed by licensed and insured contractors.

#### **VI. ANTENNA REMOVAL**

When a Co-Owner removes an antenna, he or she is required to restore the location of the installation to its original condition. Co-Owners shall be responsible for all costs relating to restoration of this location.

#### **VII. CONDOMINIUM MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED**

A. If a Co-Owner installs an antenna in any location where the Condominium has any maintenance responsibility, the Co-Owner retains responsibility for the maintenance of his/her antenna.

B. If the Condominium sustains any increased maintenance costs or sustains damage caused in some direct way by a Co-Owner's antenna, the Condominium shall hold the Co-Owner responsible for all such costs and may levy a special assessment to recover the sums due.

C. If the Condominium requires the temporary removal of any antenna, the Condominium shall provide the responsible Co-Owner with ten (10) days written notice unless emergency situations dictate otherwise. Co-Owners shall be responsible for the removal or relocation of their antenna as required by the Condominium. If the Co-Owner does not remove the antenna in the required time, then the Condominium may do so at the Co-Owner's expense. The Condominium is not liable for any damage to any antenna caused by the Condominium's removal under these circumstances, nor shall the Condominium be responsible for relocating the antenna.

**VIII. INSURANCE**

The Condominium shall not accept any responsibility to insure any antenna installed by a Co-Owner. The antenna is the personal property of the Co-Owner who installed the antenna.

**XI. ENFORCEMENT**

A. If these rules are violated, the Condominium reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures under the Condominium's rules and regulations.

B. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Condominium reserves the power to immediately remove the antenna without notice to the Co-Owner; however, whenever feasible, the Condominium shall provide advance written notice to the Co-Owner of the Board's concerns for safety and its request of the Co-Owner to remove, relocate, or resecure the antenna.

C. Co-Owners shall be responsible for any damages and costs incurred by the Condominium, including, but not limited to, attorneys' fees.

**X. SEVERABILITY**

If a Court of law rules any provision herein to be invalid, the remainder of these rules shall remain in full force and effect.

**XI. EFFECTIVE DATE**

The effective date of this Resolution shall be this 29<sup>th</sup> day of October, 2012.

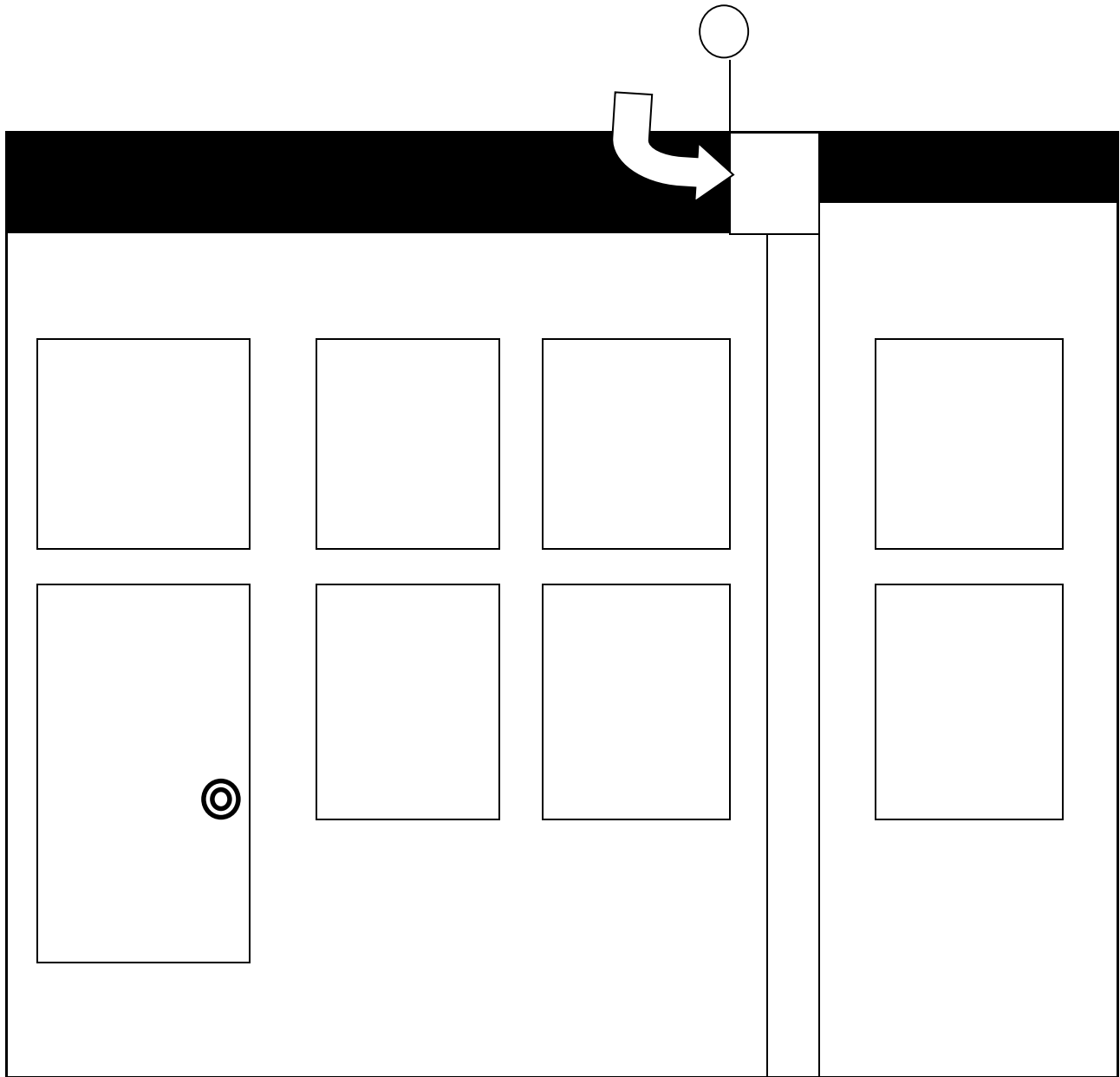
**KEENE MILL WOODS II CONDOMINIUM**

By: \_\_\_\_\_

John Matis, President

# Drawing A

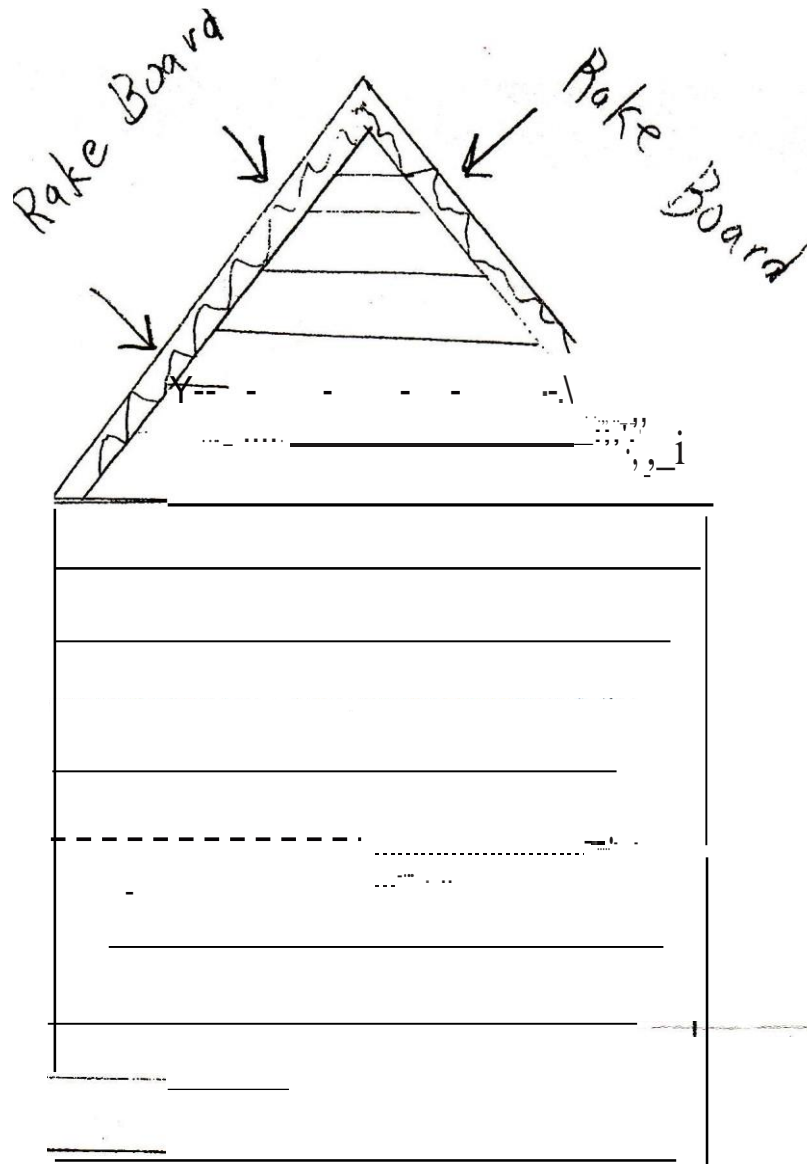
FIREWALL AREA, DISPLAYED IN WHITE  
METAL WHERE DISH WILL BE MOUNTED ON



Not all townhouses have a firewall but if not this is usually a rakeboard instead. See Drawing B.

## Drawing B

End wall with siding and Rakeboard.



The rakeboard is a transition from the roof shingles to the siding. The rakeboard is covered with white metal. You may not install an antennae/dish on the siding and may not install through the roof shingles.



**CERTIFICATION OF PUBLICATION OF PROPOSED RESOLUTION**

I, Edward Alruz, Community Manager, Klingbeil, Powell & Alruz, certify that a summary of the foregoing proposed Policy Resolution was published and mailed to all the Unit Owners this 15th day of November 2012,

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Edward Alruz, Community Manager  
KEENE MILL WOODS II CONDOMINIUM