

**WOODWINDS COUNCIL OF CO-OWNERS**

**Type: Policy**

**Date Adopted: 2009-03-19**

**Resolution Number 5**

**BOOK OF RESOLUTIONS**

**Satellite Dishes and Exterior Antennas**

**WHEREAS**, Article IV, Section 2 and Article IV, Section 3 of the Bylaws, grants the Board of Directors the powers and duties necessary for the administration of the affairs and may do all such acts and things as are not by-laws directed to be exercised and done by the co-owners and to adopt reasonable rules and regulations governing the use of the units and the protection of the Common Elements; and

**WHEREAS**, Article VI, Section 4 prohibits co-owners from placing objects in common elements that would cause a nuisance or tend to obstruct the use of the common elements; and

**WHEREAS**, Article VI, Section 2 (c) grants the Board of Directors the power to seek reimbursement, a co-owner shall reimburse the Council for any expenditures incurred in repairing or replacing any common element damaged through his or her fault.

**WHEREAS**, the Federal Communications Commission adopted a rule effective October 14, 1996, which is intended to supersede the regulations of condominium associations concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multi-point distribution service antennas ("antennas"); and

**WHEREAS**, the Board of Directors believes it is in the best interest of the Association for the Board to adopt reasonable regulations governing installation, maintenance, and use of exterior antennas consistent with the FCC rule,

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

## I. DEFINITIONS

- A. Antenna: any device used for the receipt of video programming services, including direct broadcast satellite dish (DBS), television broadcast antennas, and multipoint distribution service antennas (MDS). (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. Transmission-Only Antenna: any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Unit Owner: any party named in a deed of record as an owner of a unit in the Condominium or any party who acts with the written permission of the Unit Owner to install an antenna.
- E. Telecommunications Signals: signals received by DBS satellite dishes or television broadcast and MDS antennas.
- F. Limited Common Property: (also referred to as exclusive-use and control area) terrace, patio or balcony area designated in the Association's governing documents as a limited common element in which the owner has an indirect ownership interest.

## II. APPLICATION / NOTIFICATION RULES

- A. This resolution applies to all Co-owners, their families, tenants, agents, guests, licensees, and assigns.
- B. Co-owners must submit a completed application to the Association for approval of their proposed antenna. A unit owner must include a \$150 deposit and have approval from the Association before installing an antenna.
- C. The Association will review an application to install an antenna submitted by a Co-owner within 15 days. If the application meets all of the required criteria stated in this resolution, the Association will rule on the application within 15 days of receipt of the application and issue a written notice of the ruling to the Co-owner. In the event that the Association takes more than 30 days from receipt of the application to issue a ruling on the application, the application shall be deemed approved by waiver.
- D. Applications to install an antenna to the Association in writing at the following address:

Woodwinds Council of Co-Owners  
c/o LMA, Inc.  
ATTN: Community Manager  
PO Box 2070  
Purcellville, Virginia 20134-2070

- E. The Board, a committee appointed by the Board, or the Association's managing agent may act for the Association at the discretion of the Board.

### **III. INSTALLATION RULES**

#### **A. Antenna Size and Type**

1. Co-owners (or tenants or anyone acting with the co-owner's written permission) may install a DBS dish 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 (or tenants or anyone acting with the co-owner's written permission) may install a MDS antenna that is one meter or less in diameter. MDS antennas that are larger than one meter in diameter are prohibited.
3. Pursuant to the FCC rule, Co-owners (or tenants or anyone acting with the Co-owner's written permission) may install a regular TV antenna designed to receive broadcast stations.
4. Co-owners (or tenants or anyone acting with the Co-owner's written permission) 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.
6. Co-owners (or tenants or anyone acting with the co-owner's written permission) may install no more than one antenna for each type of service.

#### **B. Location and Identification**

1. The Association has designated the following location as the only placement site for antennas: (a) on the surface of the brick firewall. No alternative location shall be permitted.
2. Co-owners are prohibited from installing an antenna which in any way, shape, or form encroaches upon any common elements (including common element air space), any other co-owner's individual unit or limited common element, or the air space of another co-owner's limited common element.
3. Co-owners are prohibited from installing antennas on the common elements of the Association other than those specified in Section III(B)(1) of this resolution.
4. Each antenna installed on Woodwinds common property must bear a permanent tag or marking that identifies the building number and unit number of the co-owner installing the satellite dish or antenna. It is the co-owner's responsibility to ensure that the antenna is properly marked before it is installed.

### **C. Installation on Common Property**

1. Antennas shall not be larger or installed higher than is necessary for reception of an acceptable quality signal.
2. Antennas shall be installed and secured in a manner that does not damage the common elements, limited common elements, or individual units or voids any warranties of the Association or other owners or in any way impairs the structural integrity of the building.
3. Antennas shall be installed and secured in a manner that complies with all applicable Virginia building codes and manufacturer's instructions. Prior to installation, co-owners shall provide the Association with a copy of the applicable governmental permit if it is required for safety reasons.
4. Antennas shall not be placed anywhere near a power line (above ground or buried). Co-owners must ensure that the wind velocity or other forces will not cause the antenna to collide with power lines.
5. Co-owners must exercise their best efforts to install their antennas in such a way and location where they can obtain an adequate signal without incurring unreasonable costs and with the least adverse impact upon the aesthetic appearance of the unit and/or the limited common element.
6. The Association reserves the power to require any installer other than the owner to provide the Association with an insurance certificate listing the Association as a named insured prior to installation.
7. Antennas must be properly secured so they do not jeopardize the structural integrity of any structure or the safety of any person near the antennas.
8. The Association reserves the power to require the owner to accept full responsibility for all damages caused to the building by the installation.
9. The co-owner is responsible for ensuring that the points of penetration into any common element are properly waterproofed and sealed in accordance with applicable industry standards and building codes.
10. The Association reserves the power to specially assess the co-owner for any costs the Association incurs to correct any damage to the building caused by moisture or any other cause.
11. In the event a co-owner must use a device to penetrate the exterior portion of the Condominium's building to avoid an unreasonable cost or to obtain an acceptable quality signal, then the co-owner must apply to the Association for a variance.
12. 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.
13. Antennas shall be permanently grounded to minimize the possibility of electrical 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, or use the antenna.
  - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
  - d. Reimburse residents or the Association for costs incurred to correct damage caused by the Co-owner's failure to properly install, maintain 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 or repair such detachment within 72 hours of the event. If the detachment threatens anyone's safety, the Association may remove the antenna at the expense of the co-owner.
4. Co-owners shall be 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 REMOVAL**

- A. When a Co-owner removes an antenna, he or she must restore the location of the installation to its original condition. Co-owners shall be responsible for all costs relating to restoration of the installation location.
- B. The Co-owner shall notify the Management Agent of removal of an antenna so an inspection may be scheduled. When the property is inspected, if the installation location has been repaired and restored to its prior state and meets the standards of the Association, the \$150.00 deposit will be refunded to the owner within 14 business days.
- C. If the antenna has not been removed or the installation location is not repaired and restored to the standards identified by the Association, the \$150.00 deposit will not be refunded but will be used for to remove the antenna and to restore the common elements; the deposit will become non-refundable.

## **V. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED**

- A. If the Association sustains any increased maintenance costs or sustains damage caused in some direct way by a Co-owner's antenna, the Association shall hold the Co-owner of the antenna responsible for all such costs and may levy a special assessment to recover the sums due.
- B. If the Association requires the temporary removal of any antenna to fulfill any of its regular maintenance responsibilities, the Association shall provide the responsible owners with 10 days' written notice unless emergency situations dictate otherwise.
- C. Co-owners shall be responsible for the removal or relocation of their antenna as required by the Association. If the Co-owner does not remove the antenna in the required time, then the Association may do so at the Co-owner's expense. The Association is not liable for any damage to any antenna caused by the Association's removal under these circumstances nor shall the Association be responsible for relocating the antenna.

## **VI. INSURANCE**

The Association shall not accept any responsibility to insure any antenna installed by a Co-owner; the antenna shall be considered the personal property of the Co-owner who installed the antenna.

## **VII. ENFORCEMENT**

- A. If this resolution is violated, the Association reserves all of its legal remedies, including, but not limited to, the enactment of special charges, subject to the due process procedures set forth in Virginia Code Section 55-79.80:2
- B. If any antenna installation poses a serious, immediate safety hazard or threat to property, the Association reserves the power to remove the antenna without notice to the owner; however, whenever feasible, the Association shall provide advance written notice to the owner of the Board's concerns for safety and its request of the co-owner to remove, relocate, or re-secure the antenna.

## **VIII. 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.

Yes	No	Abstain	Absent	
<u>EW</u> ✓	_____	_____	_____	President: Eric Orr
_____	_____	_____	_____ ✓	Vice President: Sharon Brooker
<u>TJ</u> ✓	_____	_____	_____	Treasurer: Teri Jaeger
<u>JSW</u> ✓	_____	_____	_____	Secretary: Suzanne Wolfe
<u>GD</u> ✓	_____	_____	_____	At Large: Gay Dillin
				<u>Deana Fitts</u> , LMA

Attest:

Adopted at a regular board meeting 19 March 2009