

RULE NO. 2002-10

STOCKBRIDGE AT TANGLEWOOD CONDOMINIUM

Rule Pertaining to Satellite Dish Antennas

WHEREAS, Article III of the By-Laws for the Stockbridge at Tanglewood Condominium ("Condominium") provides that the Board of Directors shall manage the affairs of the Condominium; and

WHEREAS, Schedule A to the By-Laws for the Condominium contains a list of initial rules and regulations regarding the manner in which unit owners shall maintain their units and describing certain activities and uses which are prohibited in the Condominium; and

WHEREAS, Rule 4 of the initial Rules and Regulations states that no Unit Owner shall cause or permit anything to be hung or displayed on the outside of any Unit, and specifically prohibits the placement of any radio or television satellite dish on the exterior walls, doors, roof, or window of the Unit without the prior consent of the Board of Directors; and

WHEREAS, since the adoption of the initial Rules and Regulations, small satellite dish antennas have been developed as an alternative to cable television, and the Board wishes to adopt a rule to provide alternative technologies to the community; and

WHEREAS, on August 6, 1996, the Federal Communications Commission (FCC) adopted a rule implementing §207 of the Telecommunications Act of 1996, set forth at 47 C.F.R. / 1.4000, regarding restrictions on the installation of satellite dishes; and

WHEREAS, this regulation, as amended in the Second Report and Order, FCC 98-273, dated November 20, 1998, allows a Condominium to prohibit the installation of satellite dishes in any location that is not within the exclusive use of a Unit Owner, and permits reasonable restrictions to be placed on the installation of satellite dishes that are to be installed in areas within the exclusive use of a Unit Owner; and

WHEREAS, the Board of Directors has sought input from residents as well as professional satellite dish antenna installers in order to adopt a rule which seeks to balance the Association's interest in protecting the safety and appearance of the community while, at the same time, permitting limited usage of satellite dishes; and

WHEREAS, this Rule was adopted at an open meeting of the Board of Directors

held under the provisions of Section 11-111 of the Real Property Article of the Maryland Annotated Code.

NOW, THEREFORE, it is resolved that Rule 4 of the initial Rules and Regulations for the Condominium shall be amended to read as follows:

4. (Existing Rule) Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of any Unit and no sign, awning, canopy, shutter or radio or television satellite dish shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window, without the prior consent of the Board of Directors.

(Language Added) The Board of Directors will permit the placement of one satellite dish antenna per unit, provided the satellite dish is of a type designed to receive Direct Broadcast Satellite (DBS) service and is 24 inches or less in diameter at the following locations and under the following conditions.

Location. Direct Broadcast Satellite dish antennas will be permitted at the following locations; 1) the balconies and patios immediately adjacent to a unit, and considered part of the limited common elements attached to that unit; 2) the top wood edge of the woodshed utilized by that unit; 3) the front or side fence immediately adjoining a unit; or 4) on the ground within three feet of the front, rear or side wall of a unit. They may be mounted on a post or mast no higher than three feet in height, two feet in height if post or mast is mounted on a shed, balcony, or fence. At no time will satellite dishes be permitted to be attached to the walls, siding or roof of any structure containing a housing unit in the condominium.

Inspection Fee. The Condominium will inspect any satellite dish installed in the community and will charge a reasonable fee to the homeowner for the cost of said inspection. This fee will equal the cost of having a professional satellite dish installer inspect the dish to ensure that it is properly installed and complies with all applicable electrical and safety codes and requirements. The fee will be paid at the time of application for said dish and will be established by the Board of Directors for the Condominium.

Installation. All installations shall be completed so that they do not materially damage any property in the community or impair the integrity of any building in the community. They must be installed by a professional satellite dish installer

who maintains general liability insurance. They must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the satellite dish, or cause property damage, including damage from wind velocity. Residents are liable for any personal injury or property damage arising from the installation, maintenance or use of a Satellite dish antenna, and shall indemnify the Condominium against any and all injury or loss caused by the satellite dish. There shall be no penetrations of exterior areas of any building to install, use or maintain such a satellite dish.

Maintenance. Residents shall not allow their satellite dish to fall into disrepair or become a safety hazard. If the satellite dish falls into disrepair or becomes a safety hazard, it shall be corrected within 30 days of notification from the Board or its agent. If it is not repaired within 30 days of notification, the Condominium may enter upon the resident's property and remove or repair the satellite dish at the resident's expense. Failure to remove or repair a satellite dish after notification to do so will also be considered a violation of these Rules and the Condominium may impose a fine under the terms hereof. If the satellite dish detaches, it shall be removed or replaced within 72 hours.

Camouflaging. The satellite dish shall be gray in color. Satellite dishes installed on the ground must be camouflaged. Preferably, the base and sides should be camouflaged by existing landscaping or screening, but if it will not adequately camouflage the satellite dish, the Condominium may require additional landscaping in order to adequately screen the satellite dish from view of the street and nearby residences. Wiring should also be screened, covered or otherwise concealed. Screening will be reviewed on a case by case basis.

Safety. Satellite dishes shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, county and state laws and the manufacturer's specifications. All satellite dishes shall not be placed within three feet of electrical power lines and in no event shall they be placed where they may come in contact with such lines. They shall not obstruct access to or from any unit, electrical service equipment or water shut off valve. To prevent electrical or fire damage they shall be permanently and effectively grounded. To prevent detachment, they shall be installed to withstand wind speeds of 70 mph.

Removal. Upon removal of the satellite dish, the resident shall restore the installation location to its original condition. Residents shall be responsible for all costs relating to the restoration.

Maintenance on Condominium Property. If a satellite dish is installed on property maintained by the Condominium, the resident installing the satellite dish is responsible for any increase in maintenance costs incurred by the Condominium as a result of said satellite dish installation. If maintenance requires temporary removal of the satellite dish, the resident will be given ten days written notice to remove or relocate the satellite dish. If the resident fails to comply with the notice, the Condominium may remove the satellite dish at the resident's expense. The Condominium will not be responsible for any damage to the satellite dish caused by the Condominium's removal and the Condominium is not responsible for reinstalling the satellite dish. If the Condominium or its agents damages the resident's satellite dish the resident holds the Condominium harmless from any such damages.

Application. Any resident wishing to install a satellite dish antenna must file an exterior alteration application using the form and following the procedures approved in Resolution No. 1991-4. The satellite dish may not be installed until the application has been reviewed and approved by the Board of Directors for the Condominium.

Enforcement. If these rules are violated the Condominium, after providing the resident notice and an opportunity to be heard, may impose a fine equal to the current monthly condominium fee for a first violation and a fine equal to two months current condominium fee for the second or any subsequent offense, plus the costs of removing the satellite dish antenna which remains on the property in violation of these rules, and the cost restoring the property to its original condition, plus the costs of collection and any attorney's fees incurred in enforcing said rules and collecting said fine. These fines and fees are authorized under Rule 18, last amended on May 23, 2001, in Resolution 2001-9, and may be increased or decreased in accordance with said Rule 18.

Adopted by the Board of Directors of the Stockbridge at Tanglewood Condominium on the ____ day of _____, 2002.

Tracy McCutcheon, President
Stockbridge at Tanglewood Condominium

This is to certify that a meeting of the Board of Directors for the Stockbridge at Tanglewood Condominium was duly called on _____, and a majority of the Board voted in favor of this rule at the time of said meeting.

Furthermore, the residents of the Condominium were forwarded a copy of the proposed rule and notice of the proposed meeting at which the rule would be adopted, along with notice that they were permitted to comment on the proposed rule at least 15 days before the meeting, in accordance with Section 11-111 of the Real Property Article of the Maryland Annotated Code.

Secretary,
Stockbridge at Tanglewood