

**GLENMONT COMMONS
HOMEOWNERS ASSOCIATION, INC.
RESOLUTION 08-01
(Concerning Satellite Dishes)**

WHEREAS, Article XI(a)(vii) of the Glenmont Commons Homeowners Association, Inc. Declaration of Covenants and Restrictions provides that Unit Owners shall not have the right to change the appearance of any portion of the exterior of a Building without the prior written consent of the Board of Trustees; and

WHEREAS, by resolution dated September 30, 2003, the Glenmont Commons Homeowners Association, Inc. adopted a "Resolution Pertaining to the Installation and Use of Satellite Dishes;" and

WHEREAS, Section 207 of the Telecommunications Act of 1996 prohibits homeowners' associations from, among other things, -unreasonably restricting the installation of satellite dishes less than one meter (39.37 inches) in diameter, and the Federal Communications Commission has promulgated a regulation set forth at 47 C.F.R. 1.4000, which regulation preempts certain homeowners' association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas and satellite dishes; and

WHEREAS, 47 C.F.R. 1.4000 permits homeowners' associations to establish and implement guidelines for the installation of satellite dishes, provided that these guidelines do not: (a) unreasonably delay or prevent the use of, (b) unreasonably increase the cost of, or (c) preclude a viewer from receiving an acceptable quality signal from satellite dishes; and

WHEREAS, to preserve the appearance of Glenmont Commons, the Association wishes to revise the existing policy concerning the installation of satellite dishes, and to implement reasonable restrictions governing the installation, maintenance, and use of satellite dishes in a manner consistent with 47 C.F.R. 1.4000.

NOW THEREFORE, BE IT RESOLVED this 10th day of December 2008, as follows:

1. As used herein, the term "satellite dish" shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, other transmitting structure.

2. As used herein, the terms "Owner," "Unit," "General Common Facility" and "Limited Common Facility" shall have the definitions ascribed to those terms in the governing documents of the Glenmont Commons Homeowners Association.

3. Satellite dishes that are one meter (39.37 inches) or less in diameter may be installed. Satellite dishes that are larger than one meter (39.37 inches) in diameter are prohibited.

4. Written Notification. Any Owner or occupant wishing to install a satellite dish antenna one meter or less in diameter shall submit written notification to the Property Manager. The purpose of this written notification is to assure that the satellite dish is located in a manner that complies with these regulations, without: (a) unreasonably delaying or preventing the use of, (b) unreasonably increasing the cost of, or (c) precluding a viewer from receiving an acceptable quality signal from the satellite dish to be installed. To that end, the written notification required under this paragraph shall indicate the diameter of the satellite dish, height of the proposed arm or equipment

connecting the satellite dish to the roof, proposed location of the satellite dish, the manner in which the satellite dish will be installed and affixed, and the identity of the party who will be installing the satellite dish. The Board of Trustees, or such subcommittee as may be designated by the Board of Trustees for the purpose, shall respond in writing within five (5) business days approving or disapproving the proposed installation. In the event of a disapproval, the reasons therefor shall be stated with specificity. Any Owner aggrieved by the approval or disapproval of a satellite dish shall have the right to a hearing before the Board of Trustees, to be conducted at the next monthly Board of Trustees meeting to be held more than five (5) business days after the approval or disapproval.

5. Installation Guidelines. Satellite dishes shall be installed in compliance with the following guidelines:

(a) Satellite dishes shall not under any circumstances be installed in any General Common Facility, and must be affixed to a Limited Common Facility that is within the exclusive use or control of the Owner making application. For safety reasons and in order to maintain the structural integrity of the buildings and decks, any wires and cables pertaining to the Satellite dish antenna or standard cable must be properly installed and secured or fastened in a tight manner against or inside the Limited Common Facility.

(b) The higher portion of the rear roof of the Unit, placed so that the satellite dish can not be seen from the street, is the preferred location for satellite dish installation. Unless necessary to avoid: (a) unreasonably delaying or preventing the use of, (b) unreasonably increasing the cost of, or (c) precluding a

viewer from receiving an acceptable quality signal from the satellite dish to be installed, the satellite dish may not be installed on the ground, on the front plane or side planes of a Unit, or on the front portion of the roof (the portion of the roof sloping toward the front yard of the Unit), and shall be installed so as to limit the view of the satellite dish from the street in front of the Unit to the greatest extent possible. Wiring or cabling shall be installed so as to minimize its visual impact.

(c) In the event that the Owner seeks to install a satellite dish on the ground, on the front or side plane of a Unit, on the front portion of the roof, or in a location in which the satellite dish is viewable from the street in front of the Unit, the Owner shall submit a written statement from an experienced, certified installer of satellite dishes who is unrelated to the Owner, setting forth the reasons why the satellite dish must be so located in order to avoid: (a) unreasonably delaying or preventing the use of, (b) unreasonably increasing the cost of, or (c) precluding a viewer from receiving an acceptable quality signal from the satellite dish to be installed.

(d) All installations shall be performed by experienced, certified installers of satellite dishes.

(e) Installations shall be made in accordance with applicable building, fire, electrical and related codes.

6. The Owner shall be responsible, at his or her sole expense, for the maintenance of any satellite dish. In the event that the Owner removes a satellite dish, he or she shall be responsible, at his or her sole expense, to promptly restore the area from which it was removed.

7. Any Owner who installs or maintains a satellite dish in violation of this Resolution may be required to remove it and restore the area from which it was removed at the Owner's sole cost. If the Owner does not comply with the terms of this paragraph, then, upon 10 days notice to the Owner, the Association may remove the satellite dish, restore the area from which it was removed, and assess the Owner for the cost associated with the removal and restoration. Assessments pursuant to this section may be collected in the same manner and to the same extent as other assessments payable to the Association, including, without limitation, the assessment of late charges, acceleration of the assessment, the institution of litigation to collect same, and the placement of a lien upon the Owner's Unit.

8. This Resolution shall take effect immediately, and shall be binding upon all Owners, their tenants, occupants, successors, heirs and assigns.

9. This Resolution supersedes any and all previously adopted resolutions, rules and regulations pertaining to the subject matter hereof.

10. If any provision of this Resolution is ruled invalid, the remainder of this Resolution shall remain in full force and effect.

ATTEST:

**GLENMONT COMMONS
HOMEOWNER'S ASSOCIATION, INC.**

EDWARD PEJA, Secretary

By LORNE POTASH, President