

**RESOLUTION  
OF THE  
GLEN RIDGE SQUARE CONDOMINIUM ASSOCIATION**

**SUBJECT:** Antenna and Satellite Dish Installation Restrictions

**PURPOSE:** To provide notice of the Association's adoption of a Resolution approving rules, regulations and restrictions promoting the recreation, health, safety and welfare of the residents of the properties subject to the Declaration and preserving and protecting the values of the properties subject to the Declaration.

**AUTHORITY:** The Declaration, Articles of Incorporation and Bylaws of the Association and Colorado law.

**EFFECTIVE  
DATE:** June 1, 2009

**RESOLUTION:** The Association hereby gives notice of its adoption of a Resolution establishing rules, regulations and restrictions for the installation and maintenance of exterior antennas in the community in compliance with the FCC Rule, effective October 14, 1996 as amended September 25, 1998; and October 12, 2000. The Resolution adopted is as follows:

- I. Definitions
- A. Antenna -- any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS) or used to receive or transmit fixed wireless signals via satellite or via means other than satellite. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
  - B. Central Antenna -- an antenna system installed by the Association to serve more than one resident simultaneously.
  - C. Mast -- structure to which an antenna is attached to raise the antenna to a height necessary to receive signals.

- D. Transmission-only antenna -- any antenna used solely to transmit radio, television, cellular, or other signals, other than those used to receive or transmit fixed wireless signals.
- E. Fixed wireless signals -- any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Fixed wireless signals do not include, among other things, AM radio, FM radio, amateur ("HAM") radio, CB radio and Digital Audio Radio Service (DARS) signals.
- F. Owner -- any unit Owner in the Association. For the purpose of this rule only, "Owner" includes a tenant.
- G. Telecommunications signals -- signals received by DBS, television broadcast, and MDS antennas.
- H. Exclusive use area -- any portion of a unit or any portion of limited common element as defined in the Condominium Declaration or identified Condominium Map which adjoins a unit reserved for the exclusive use or control of the Owner pursuant to the Declaration and attached to the unit.

## II. Installation

- A. Exclusive Use Areas. Any Owner desiring to install an antenna on an exclusive use area, such as balcony or deck, must complete the attached Notification of Antenna Installation form and submit it to the Board within seven days of antenna installation. However, if the planned installation will not comply with any of the restrictions set forth in this Resolution, the Owner and the Board of Directors shall establish a mutually convenient time to meet to discuss installation methods prior to installation. The Owner may call the Association manager at Realty One, 303-237-8000 to schedule a meeting.
- B. General Common Elements. Installation of antenna on general common elements is prohibited. General common elements include roofs, siding, and landscaped areas.
- C. The regulations contained in this Resolution do not relieve any Owner from obtaining approval for other exterior modifications, alterations and additions for painting, landscaping or fence installation as may be required by the Association's governing documents.
- D. If these rules are violated, the Association, after providing the Owner with notice and an opportunity for a hearing, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association's rule is enforceable, a flat fine of

\$50.00 shall be imposed by the Association for each violation 21 days after the Association rule has been validated and found enforceable, unless the rule had previously been validated (found enforceable) and the Owner does not contest the rule's application to his or her particular situation. In this situation, the Association will fine the Owner immediately upon revalidation of the rule. If the violation is not corrected within thirty days, additional fines of \$10.00 per day will be imposed for each day that the violation continues.

- E. In the event a court or the FCC validates the Association's rule, the Owner shall be responsible for reimbursing the Association for its attorney fees.

### III. Antenna Size and Type

- A. Antennas designed to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite which are one meter or less in diameter may be installed. Antennas designed to receive satellite signals or receive or transmit fixed wireless signals via satellite which are larger than one meter are prohibited.
- B. Antennas designed to receive multipoint distribution service, multichannel multipoint distribution services, instructional television fixed services, local multipoint distribution services or to receive or transmit fixed wireless signals by means other than satellite and are one meter or less in diameter (or measured diagonally)(collectively "MDS") may be installed. MDS antennas larger than one meter are prohibited.
- C. Antennas designed to receive television broadcast signals may be installed.
- D. Masts that are required for the installation of any of the antennas listed in Sections III.A, III.B, or III.C may be installed.
- E. Any antenna used to transmit fixed wireless signals must contain an affixed label which provides adequate notice regarding potential radio frequency safety hazards (i.e. information regarding the safe minimum separation distance between users and transceiver antennas and which references the applicable FCC-adopted limits for radio frequency exposure.
- F. Transmission-only antennas that are not required for the use of an antenna listed in III.A, III.B, or III.C and do not transmit fixed wireless signals are prohibited unless approved by the Board of Directors.

### IV. Central Antenna System

- A. If the Association provides a central antenna system into which any Owner may connect to receive video programming services, Owners are prohibited from installing individual antennas, provided that:
  - 1. The Owner receives the video programming desired and could receive with an individual antenna;
  - 2. The video reception in the Owner's Unit using the central antenna is of an acceptable quality as good as, or better than, the quality the Owner could receive with an individual antenna;
  - 3. The cost of use of the central antenna is not greater than the cost of installation, maintenance and use of an individual antenna; and
  - 4. The requirement to use the central antenna does not unreasonably delay the Owner's ability to receive video programming.
- B. If the Association installs a central antenna, it may order the removal of individual antennas provided that the Association pays for the removal of the individual antenna and the value of the antenna.

V. Antenna Location

- A. An antenna must be installed solely on the Owner's individually-owned property or exclusive use area.
- B. Any antenna installed on the Owner's individually-owned property or exclusive use area shall not encroach on the airspace of another Owner's unit or limited common element or onto the general common element.
- C. If an acceptable quality signal can be received by installing the antenna wholly inside a unit and such installation does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna, then outdoor installation is prohibited.
- D. To the extent practicable, without impairing reception of an acceptable quality signal, unreasonably delaying or increasing the cost of installation, maintenance or use of the antenna, or violating provisions of Section VI, an antenna must be installed in a location where it is shielded from view to the maximum extent possible from individuals using walkways, parking areas, nearby units, and streets.
- E. If two or more exclusive use areas exist, the antenna shall be installed within the exclusive use area that is least visible from the nearest street, provided that an acceptable quality signal may be received, and such

location will not cause and unreasonable delay in installation, maintenance or use of the antenna.

VI. Antenna Installation Method

A. Installation of an antenna shall be subject to the following:

1. An antenna shall be no larger nor installed no higher than is necessary for reception of an acceptable quality signal, provided this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna.
2. All installations shall be completed so as not to materially damage the common elements, limited common elements, or individual units, or void any warranties of the Association or other Owners, or in any way impair the integrity of the building.
3. An Owner is not required to hire a professional antenna installer if the antenna is installed within the Unit or exclusive use area. However, any installer other than the Owner shall be qualified and insured to install the antenna.
4. Installation shall be in accordance with manufacturer's installation specifications.
5. All antennas 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 antennas, including damage from wind velocity based upon a unique location.
6. Unless applicable codes, safety ordinances, laws and regulations require a greater separation, no antenna shall be placed within two feet of electrical power lines (above-ground or buried) and in no event shall antennas be placed within an area that can be reached by the play in electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
7. No antenna shall be placed in areas that obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress from an area, electrical service equipment, water shut-off valves or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safe ingress or egress of Association residents and personnel, and to ensure easy access to the Association's physical facilities.

8. All installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Owner's unit, which is common property.
9. Antennas must be permanently and properly grounded in order to prevent electrical and fire damage.
10. Any antenna used to transmit fixed wireless signals must be installed in accordance with the safe minimum separation distance that is required between the user and the antenna. For purposes of this paragraph, "user" shall be considered to include any occupants of neighboring Lots which fall within the safe minimum separation distance.
11. No wiring or cabling shall be installed on general common elements, including but not limited to siding and roofs.
12. Wiring or cabling shall be installed so as to be minimally visible and, to the extent possible without violating the manufacturer's warranty, blend into or match in color the material to which it is attached, provided that this requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. There shall be no penetrations of the exterior of the buildings that are general common elements for wiring or cabling unless prior written approval is obtained from the Board. With respect to limited common elements, any of the following devices shall be used in place of penetration, unless it would prevent reception of an acceptable quality signal, would unreasonably increase the cost of installation, maintenance or use of the antenna, or would unreasonably delay installation, maintenance or use of the antenna:
  - a. Existing penetrations for wiring or cabling, if available.
  - b. Devices which permit the transmission of signals from one face of a glass pane to the other without cutting or drilling a hole through the glass pane.
  - c. Devices which permit the transmission of signals from one face of a wall to the other face without cutting or drilling a hole through the wall; and
  - d. Devices which permit the transmission of signals from the antenna to the television set through or over the air signals.

13. If penetration is necessary, the penetration shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes to prevent structural damage.
14. Antennas may not be attached to general common elements, such as the siding of the building or the roof without prior written approval from the Board.
15. Masts are prohibited except when necessary for reception of an acceptable quality signal, provided that such prohibition does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. Mast height may be no higher than absolutely necessary to receive an acceptable quality signal, provided such requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna. Under no circumstances may the antenna extend outside of the airspace of the exclusive use area. Masts must be painted the appropriate color to match their surroundings, provided such requirement does not unreasonably delay or increase the cost of installation, maintenance or use of the antenna, or violate or void any manufacturer's warranty.
16. Owners are liable for any personal injury or damage occurring to common elements or other Owners' individually-owned property or exclusive use areas arising from installation, maintenance or use of an antenna, and shall pay the costs to:
  - a. repair damages to the common elements, other Owners' individually-owned property or exclusive use areas and any other property damaged by antenna installation, maintenance or use;
  - b. pay medical expenses incurred by persons injured by antenna installation, maintenance or use;
  - c. reimburse residents or the Association for damages caused by antenna installation, maintenance or use.
17. The Association may require an Owner to sign an indemnification agreement.

## VII. Maintenance and Repair of Antenna



A. The Owner of the unit installing any antenna shall be responsible for the maintenance of the antenna. Maintenance and repair shall include, but not be limited to:

1. Reattachment or removal of antenna, within seventy-two (72) hours of dislodgment, for any reason, from its original point of installation.
2. Repainting or replacement, if for any reason the exterior surface of the antenna becomes worn, disfigured or deteriorated and repainting shall not violate or void any manufacturer's warranty.
3. Repair or replacement, if for any reason the antenna no longer retains its original condition.
4. Repair or replacement to prevent the antenna from becoming a safety hazard.

B. Should the Owner fail to properly maintain the antenna in accordance with this Resolution, the Association may, in accordance with Section II of this Resolution and take such further action, legal or otherwise, as permitted by Declaration or statute.

1. Except in an emergency situation, the Board of Directors shall notify the Owner, in writing, that the antenna requires maintenance, repair or replacement, and that such maintenance, repair or replacement must be completed within thirty (30) days of such notification.
2. The Owner may request a meeting with the Board of Directors to be held within thirty (30) days of such notification, to review the reasons for the required maintenance, repair or replacement. Within thirty (30) days of such meeting, the Board of Directors shall notify the Owner, in writing, of its final decision.
3. If any required work is not completed within thirty (30) days of notification of final decision if reviewed, the Association may remove and/or repair the antenna at the expense of the Owner, such expense being added to the Owner's annual or monthly assessment.

VIII. Association Maintenance and Repair of Locations upon which Antennas are Installed



- A. If an antenna is installed on any part of the building which is maintained by the Association, the Owner retains responsibility for antenna maintenance. Antennas shall not be installed in a manner which will result in increased maintenance costs for the Association or for other Owners. If damage occurs, the Owner of the antenna shall be responsible for all associated costs.
- B. If Association maintenance requires the removal of antennas, the Association shall provide Owners with 10 days written notice, except in cases of emergency where immediate removal may be demanded. Owners shall be responsible for removing antennas before maintenance begins. If they are not removed in the required time, then the Association may do so, at the Owner's expense. The Association shall not be liable for any damage to an antenna caused by the Association removal nor shall the Association be responsible for re-installing the antenna.

IX. Removal of Antenna

- A. In the event an Owner permanently removes, for whatever reason, an antenna, the Owner shall promptly restore the property to its original condition.

X. Miscellaneous

- A. If any of these provisions are ruled invalid, the remaining provisions shall remain in full force and effect.
- B. The Board of Directors may amend this Resolution from time to time as it deems necessary.
- C. To the extent that this Resolution conflicts with any prior existing rule, restriction or architectural guideline, this Resolution is controlling.
- D. All prior existing rules, restrictions or architectural guidelines not in conflict with this Resolution shall remain in full force and effect.

PRESIDENT'S  
AND  
SECRETARY'S  
CERTIFICATION:



## NOTIFICATION OF ANTENNA INSTALLATION

NOTE: This form must be completed and returned within 7 days of installation of an antenna.

TO: Board of Directors  
Glen Ridge Square  
Condominium Association  
c/o Realty One  
1426 Pierce Street  
Lakewood, CO 80214

Date Received: \_\_\_\_\_

FROM: Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
  
Phone (home): \_\_\_\_\_  
Phone (work): \_\_\_\_\_  
  
Unit Address: \_\_\_\_\_

Date installation performed: \_\_\_\_\_

Type of satellite dish or antenna installed (check any that apply)

- ☐ DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
- ☐ MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
- ☐ Television antenna

Installation included a mast ☐ No ☐ Yes If yes, insert total length or height of mast:  
\_\_\_\_\_ feet

Was a mast necessary for reception of an acceptable quality signal? ☐ No ☐ Yes

Installation of the dish or antenna done by:

- ☐ retailer or service provider; (insert name)
- ☐ owner
- ☐ other (insert name)

Describe on a separate/attached sheet of paper the exact location of the dish or antenna and attach a diagram or drawing of the exact location of the antenna.

Does installation of the antenna comply with all Association regulations (which include manufacturer's specifications and applicable codes and ordinances)? ☐ Yes ☐ No

**If no, you must request a meeting with the Board of Directors or its agent by calling the association manager at 303-237-8000 prior to installation.**

I have complied or will comply at all times with the Association's regulations with respect to the installation of dishes and antennas. I agree to be held liable for any personal injury, property damage or voiding of any warranties that may occur due to the installation of any antenna.

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_