

WEXFORD CONSERVANCY

POLICY RESOLUTION NO. 2013-01

(Rules Relating to Satellite Dishes)

WHEREAS, Article III , Section 3(c)(2) of the Declaration of Covenants, Conditions, and Restrictions ("Declaration") provides the Board of Trustees with the power and duty to establish rules and regulations for the use of property; and

WHEREAS, Article VI, Section 1 (d) of the Declaration states that from time to time the Board of Trustees shall adopt general rules, including, but not limited to, rules to regulate potential problems relating to the use of property and the well-being of Members, such as installation and use of satellite dish antennas; and

WHEREAS, Article VI, Section 2(a) of the Declaration requires each Lot Owner to keep his/her lot and all improvements situated thereon in good order and repair, free of debris, all in a manner and with such frequency as is consistent with good property management; and

WHEREAS, the Federal Communications Commission C.F.R. Title 47 § 1.4000 Restrictions impairing reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution services allows associations to; impose camouflaging requirements so long as they do not impair reception or cost more than a nominal amount; Mandate the location of dishes provided that "acceptable quality signals" can be received from these locations; and reasonable control of antenna installations is permitted by associations.

THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES ADOPTS THE FOLLOWING POLICY:

- I. **Definitions.** For the purposes of these Guidelines, the term "Antenna" includes any direct broadcast system (DBS) satellite dish or wireless cable antenna system (MDS or MMDS) and any component of or addition to such antenna, including, without limitation, poles, masts, brackets, cables, or wiring.
- II. **Antenna Type and Size.** This resolution applies to DBS, MDS and MMDS antennas that are one (1) meter or less in diameter or diagonal measurement. Larger antennas are not permitted without the prior approval of the Board of Trustees.
- III. **Satellite dish installations** are subject to FCC regulations and the rights afforded to Homeowner Associations to control their location.
 - A. The Association will not prevent or unreasonably delay antenna installation, maintenance, or use; nor unreasonably increase the cost of antenna installation, maintenance, or use; nor preclude reception of acceptable quality signals.
 - B. The Association is permitted to regulate the location of the satellite dish. As long as the location does not unreasonably increase installation costs and does not result in poor reception, the Association may suggest an alternative location for the dish. If a resident is unable to get an acceptable signal from his residence, the Association is not obligated to allow installation of the

dish on or in any common area. **The preferred location for satellite dish installations is anywhere on the back side of the roof. It may extend above the peak of the roof to obtain a satisfactory signal. Secondary locations may be considered such as decks fences and the side or corner of a home as long as the antenna is not forward of the rear plane of the home.**

- C. All satellite dishes must be registered With the HOA using the Wexford Conservancy Satellite Dish Registration form. All owners must submit this form within Thirty days of installation. In the event that an owner's tenant has a satellite dish installed the owner assumes all responsibility for the maintenance and removal of the antenna.

IV. Installation

- A. All installations should be done by licensed and insured contractors.
- B. Installation must be in accordance with all applicable building, fire, electrical and related codes.
- C. All installations shall be in accordance with the manufacturer's installation specifications.
- D. Antennas must be installed within the boundaries of the Owner's Lot and may not be installed on Common Area or adjacent lots. A resident is not permitted to install a satellite dish on or in Association common property, or in such a place that may extend to an adjacent neighbor's property or common area.
- E. As certain areas are designated as Easement Access areas for the Association, utilities, and other entities, the Association, utility companies, and other entities maintain the right of access as discussed in the Declaration of Conditions, Covenants, and Restrictions and Bylaws. If installed in any area designated as an Easement Access area, the homeowner who installs a Satellite Dish upon that wall or fence, even with Association approval, may be held responsible for the removal and re-installation costs of the Satellite Dish to preclude any damage to that property when it becomes necessary to access that area.
- F. For antennas not mounted on a roof it has been determined as valid Association Restriction that Associations may require that antennas be hidden within existing landscaping or may require some additional landscaping to hide or camouflage from public view.
- G. All satellite dish wire and mounting hardware must be installed in such a manner to minimize visual attention and must be hidden from view in as much as possible. Wires and cables must be secured every couple of feet to keep cables from hanging; this includes cables running across any part of the roof to an overhang or eve or across any siding to the point the cable penetrates the exterior wall.

V. Maintenance, Repair and Removal

- A. The owner shall be responsible, at the owner's sole expense, for the maintenance of any Antenna. In the event the owner removes the antenna (and does not reinstall the antenna), the owner shall, at his (or her) sole expense, promptly restore the surrounding area to its original condition.
- B. Once installed the satellite dish and cables must be kept in good repair and are not allowed to sag or hang free.
- C. If at any time the owner terminates their contract with a satellite broadcast provider and the dish antenna is no longer in use it is the obligation of the owner to have it and all cables removed. If not removed when the contract is terminated then it will be noted on the owner's Resale Disclosure Package and it will need to be removed prior to sale of the house or by the new owner within Thirty days of settlement.

Wexford Conservancy Satellite Dish Registration form

All owners must submit this form within Thirty days of installation of a satellite dish antenna and must sign agreeing to abide by all the terms and conditions as set forth in the Wexford Conservancy's Policy on Rules Relating to Satellite Dishes.

I, _____, owner of _____,
(Printed Name) (Address)

agree to all conditions regarding installation, upkeep and maintenance of a satellite dish on my townhouse in the Wexford Conservancy.

Signed: _____ Date: _____

Submit this form to:

RH1 Management, LLC.
18319 Triangle Shopping Plaza
Suite 216
Dumfries, VA 22026
Phone: (703) 221-5405
FAX: (703) 221-1689

CANNOT BE USED FOR
RESALE DISCLOSURE PACKAGE