

**RULES FOR INSTALLATION OF ANTENNAE
(INCLUDING SATELLITE DISHES)
SUN VALLEY CONDOMINIUM**

EXPLANATORY STATEMENT: The original recorded covenants for Sun Valley Condominium, a Maryland condominium, located entirely within Anne Arundel County, Maryland and formed and existing pursuant to title 11 Maryland Real Property Code Annotated, were recorded among the Land Records of Anne Arundel County, Maryland in Book 3408, pages 246 *et seq.* (Declaration of Sun Valley Condominium). Said covenants provide authority to the Board of Directors to adopt rules and regulations from time to time governing the use of the common elements and the conduct of residents upon said common elements. By Amendment to the Rules and Regulations recorded among the Land Records of Anne Arundel County in Book 7394, pages 718, recorded April 12, 1996, the Rules and Regulations of the Condominium were amended and restated. These Rules and Regulations were subsequently further amended by Amendment of the Rules and Regulations of Sun Valley Condominium, dated May 3, 1999 and recorded on June 16, 1999 among the Land Records of Anne Arundel County in Book 9246, pages 160 *et seq.* The Board of Directors of the Council of Unit Owners of Sun Valley Condominium by the affirmative vote of a majority of Board members has duly adopted in accordance with any and all applicable federal, state and local laws and ordinances and in accordance with the requirement of the recorded covenants as amended from time to time, the following additional Rules for Installation of Antennae (Including Satellite Dishes) as hereinafter provided.

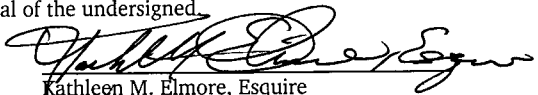
NOW THEREFORE as of First day of August, 2002, as represented by its attorneys, Kathleen M. Elmore and Elmore & Associates, P.A., the said following and attached Rules for Installation of Antennae (Including Satellite Dishes) Sun Valley Condominium were adopted and effective and intended to be recorded among the Land Records:

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 12709, p. 0669, MSA_CE59_13053. Date av

CERTIFICATE OF APPROVAL

THE UNDERSIGNED HEREBY CERTIFY that the following Rules for Installation of Antennae (Including Satellite Dishes) Sun Valley Condominium were duly adopted in accordance with Section 11-111 of the Maryland Real Property Code Annotated and all other applicable federal, state, and local laws and ordinances and in accordance with any and all requirements of the recorded covenants, and were further APPROVED BY A MAJORITY OF THE BOARD OF DIRECTORS ON the First Day of August, 2002.

AS WITNESS the signature and seal of the undersigned


Kathleen M. Elmore, Esquire
Attorney for Sun Valley Condominium

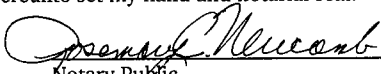
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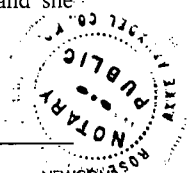


STATE OF MARYLAND, ANNE ARUNDEL COUNTY:

I HEREBY CERTIFY that on this 18th day of March, 2003, before me, the subscriber, a Notary Public in and for the state and county aforesaid, personally appeared Kathleen M. Elmore, Attorney for Sun Valley Condominium, who is personally known to me (or satisfactorily proven) to be the person named in the foregoing instrument and she acknowledged that she executed the same for the purposes contained therein.

IN WITNESS WHEREOF I have hereunto set my hand and notarial seal.


Notary Public



ROSELYN NEWCOMB
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires January 23, 2005

My commission expires: My Commission Expires January 23, 2005

RETURN TO: ELMORE & ASSOCIATES, P.A., 5 Riggs Avenue, Severna Park, Maryland 21146.
10204.001

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**RULES FOR INSTALLATION OF ANTENNAE
(INCLUDING SATELLITE DISHES)**

SUN VALLEY CONDOMINIUM

I. Preamble

These rules are adopted by the Board of Directors of the Council of Unit Owners of SUN VALLEY CONDOMINIUM, on the first day of August, 2002.

Recitals

WHEREAS, the Board of Directors of the Council of Unit Owners of SUN VALLEY CONDOMINIUM ("the Association") is responsible for governance and maintenance of the SUN VALLEY CONDOMINIUM ("the Community"); and

WHEREAS, the Association exists pursuant to applicable state law and governing documents; and

WHEREAS, the Board of Directors of the Association is authorized to adopt and enforce reasonable rules and regulations in the best interests of the Community, pursuant to state law (Section 11-111 of the Maryland Condominium Act¹) (hereinafter "the Act") and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996 and as amended, preempting certain restrictions in the governing documents concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multichannel multipoint distribution service antennae ("antennae"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennae in the best interests of the Community and consistent with the FCC rules with regard to installation of antennae.

NOW THEREFORE, the Association after compliance with the provisions of Section 11-111 of the Act adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Antennae Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Definitions

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multichannel

¹ Title 11, Maryland Real Prop. Code Ann.

multipoint distribution service (MMDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mat, 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. Mast - Structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna - any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Owner - any unit owner in the Association. For the purpose of this rule only, "owner" includes a tenant who has permission of the unit owner/landlord to install antennae.
- E. Telecommunications signal - signals received by DBS, television broadcast, and MMDS antennae.

III. Installation Rules

A. Antenna Size and Type

1. DBS antennae that are one meter or less in diameter may be installed. Antennae larger than one meter are prohibited.
2. MMDS antennae one meter or less in diameter may be installed. MMDS antennae larger than one meter are prohibited.
3. Installation of transmission-only antennae are prohibited unless approved by the Board of Directors.
4. **All antennae not allowed by the FCC rule are prohibited.**

B. Location

1. Antennae shall be installed solely on individually-owned or property under the exclusive control of the unit owner as designated on the recorded deed and plat.
2. **If acceptable quality signals may be received by placing antennae inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.**
3. **Antennae shall not encroach upon General Common Elements or any other owner's property.**

4. Antennae shall be located in a place shielded from view from the street or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received. This section does not permit installation on General Common Element property, even if an acceptable quality signal may not be received from an individually-owned unit or the Limited Common Element.

C. Installation

1. Antennae shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.
2. All installations shall be completed so that they do not damage the Common

Elements of the Association or the unit of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on Common Elements.

3. Owners are responsible for all costs associated with the antenna, including but not limited to costs to:

- a. Place (or replace), repair, maintain, and move or remove antennae;
- b. Repair damages to the Common Element property, other units, and any other property damaged by antenna installation, maintenance or use;
- c. Pay medical expenses incurred by persons injured by antenna maintenance, or use or as a result of installation of the antenna;
- d. Reimburse owners, residents or the Association for damages caused by antenna installation, maintenance, or use.

4. Antennae must be secured so as not to jeopardize the soundness or safety of any other owner's structure or the safety of any person at or near the antennae, including damage from wind velocity based upon a unique location.

D. Maintenance

1. Owners shall not permit their antennae to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for antenna maintenance and repair.
3. Owners shall be responsible for repainting or replacement if the exterior surface of antennae deteriorates.
4. Owners agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the Community and forwarded to the Board of Directors.

E. Safety

1. Antennae shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennae shall be placed a safe distance from power lines (above-ground or buried) and in no event shall antennae be placed where they may come into contact with electrical power lines. This purpose of the requirement is to prevent injury or damage resulting from contact with power lines.
3. All installations must comply with all applicable codes.
4. In order to prevent electrical and fire damage, antennae shall be properly and effectively grounded.
5. Antennae are required to withstand winds of 75 mph, and shall be designed to withstand the pressure of snow and ice.

- IV. Antenna Camouflaging
- A. Antennae or masts may not extend beyond a railing or patio (Limited Common Element), and no antennae may be attached to a railing.
- B. Antennae situated on the ground and visible from the street or from other units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennae to be screened by new landscaping, potted plants, or other screening of reasonable cost.
- C. Antennae, masts, and any visible wiring must be painted to match the color of the structure to which it is installed. *(Some manufacturers assert that painting may prevent the receipt of an acceptable quality signal. Association residents are advised to make sure that paint will not degrade the signal.)*
- D. Antennae may not obstruct a driver's view of an intersection or street.
- V. Number of Antennae
- No more than one antenna of each provider may be installed by an owner.
- VI. Association Maintenance of Locations Upon Which Antennae are Installed
- A. If antennae are installed on property for which the Association has maintenance responsibility, owners retain responsibility for antenna maintenance and owners must bear the cost of any increased cost in maintenance to the area concerned. Owners must not install antennae in a manner that will result in increased maintenance costs for the Association or for other residents. If increased cost or damage occurs, owners are responsible for these costs. The Association may cause these areas to be maintained at that owner's expense.
- B. If maintenance by the Association requires antenna removal, the Association shall provide owners with not less than ten (10) days written notice mailed to the owner at the address listed in the Association's records. Owners shall be responsible for removing antennae before maintenance begins. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.
- C. If emergency maintenance by the Association is required, the Association shall attempt to provide notice to the owner prior to such emergency service. If owners do not remove antennae by the required time, then the Association may do so, at owners' expense. The Association is not liable for any resulting damage to antennae.
- VII. Notification Process
- A. Any owner desiring to install an antenna must complete a notification form as attached hereto as Exhibit A and submit it to the Board of Directors c/o the Association office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately.
- B. If the installation is other than routine for any reason, owners and the Board must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

Tenants may install antennae in accordance with these rules with permission of the unit owner/landlord.

IX. Enforcement

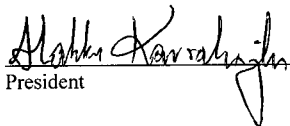
A. If there rules are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine as permitted by the Bylaws shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time as provided in notice from the Association, additional fines as permitted by the Bylaws will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in the enforcement of this policy.

B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.

X. Severability

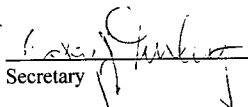
If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

Adopted pursuant to the provisions of Section 11-111 of the Act on August 1, 2002, by the Board of Directors of SUN VALLEY CONDOMINIUM.



President

WITNESS:



Secretary

Published to the Owners on _____, 2_____.

To be published to owners (again) after recording reference attached.

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 12709, p. 0674, MSA_CE59_13053. Date av

ANNE ARUNDEL COUNTY CIRCUIT COURT (Land Records) RPD 12709, p. 0675, MSA_CE59_13053. Date ava

SUN VALLEY CONDOMINIUM

EXHIBIT A

Notice of Antenna Installation
on Individually-Owned or Exclusive-Use Area

BOOK 12709 PAGE 675

Unit Owner(s): _____

Address: _____

If rented, tenant's name (*Attach copy of owner's written permission*): _____

Telephone (Day): _____ Telephone (Evening): _____

Type of Antenna: _____

Direct broadcast satellite _____ 18-inch _____ other _____ size
Television broadcast _____
Multipoint distribution service _____ size _____

Company Which Performed Installation: _____

Identify Installation Location: Patio Rear Deck Balcony
 Other Indicate "other": _____

Date Installation performed: _____

Please indicate the method of installation.

Will the installation be in compliance with all association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes No

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation. (A list of preferable days and times is attached.)

I/we hereby agree to comply with all of the Association's rules for installing, maintaining, and using antennae. I/we assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use and agree to remove antennae and restore the area upon transfer of the property, unless the transferee expressly agrees in writing to maintain the antennae pursuant to community standards, such written agreement to be for the benefit of the community and forwarded to the Board of Directors at time of settlement.

Signed: _____ Date: _____

Signed: _____ Date: _____