

Village at Littleton

Rules Regarding Antennae and Satellite Dishes (Exhibit A)

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 lot 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.

II. Notification

- A. Any Owner desiring to install an antenna must complete an Architectural Change Request, per HOA policy and procedure.
- B. The regulations contained in this Exhibit A 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.
- C. If these rules are violated, the Association, after providing the Owner with notice and an opportunity to be heard, 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, unless the rule had previously been validated 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 a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues.
- D. 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. In addition, all repair costs will be borne by the Owner.

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.

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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 lot as designated on the recorded deed or map.
- B. No antenna shall encroach upon common areas or another Owner's lot.
- C. If an acceptable quality signal can be received by installing the antenna wholly inside the residence 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. If an acceptable quality signal cannot be received from an indoor location, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed inside the patio below the top of the fence line, if any, so as not to be visible from other lots. The antenna may not be installed upon the roof of the Owner's unit.
- E. If an acceptable quality signal cannot be received from inside the patio, or such installation unreasonably delays or increases the cost of installation, maintenance or use of the antenna, the antenna shall be installed either on the rear of the building or within the Owner's patio.
- F. If an acceptable quality signal cannot be received in any of the locations listed above, or if installation, maintenance or use of the antenna would be unreasonably delayed or the cost unreasonably increased in such a location, the antenna may be installed in another location on the Owner's individually-owned Lot that is the least visible from streets and other Lots, in which an acceptable quality signal can be received, and which does not unreasonably delay or increase the cost of 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 and installed no higher than is necessary for reception of an acceptable quality signal, provided that 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 area or the lot of another Owner or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on common areas or individual lots.
 - 3. An Owner is not required to hire a professional antenna installer if the antenna is installed within the Lot or exclusive use area. However, any installer other than the Owner shall be qualified and insured to install the antenna. Homeowner must comply with HOA policy and procedure for any installation activity.
 - 4. Installation shall be in accordance with the manufacturer's installation specifications.

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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 antenna, 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 residence, 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 Association. 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 building, electrical and related codes, and take aesthetic considerations into account.
9. Antennas shall 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. Wiring or cabling shall be installed so as to be minimally visible and blend into 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 or does not violate or void any manufacturers' warranties. If the antenna is installed on the side of a structure, the penetration of the wire or cable from the exterior to the interior of the residence shall be made as close as possible to the location the antenna is attached to the structure and through existing penetrations for wire and cable, if available. Any penetration shall be properly waterproofed or sealed in accordance with acceptable industry standards and applicable codes to prevent structural damage. No wiring or cabling shall be installed on common area.

Owners are liable for any personal injury or damage occurring to common area or other Owner's Lots or exclusive use area arising from installation, maintenance or use of an antenna, and shall pay the costs to:

- a. repair damages to the common area, other Owner's Lots 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.
- d.—the Association may require an Owner to sign an indemnification agreement.

VII. Mast Installation

- A. 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. Masts shall not encroach upon another Owner's lot or common area.
- B. Any application for a mast in excess of 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to Association residents and personnel, or does not comply with section VII.A, then the Architectural Committee may prohibit such installation. The notice of rejection shall specify these safety risks.
- C. Since masts extending more than 12 feet above the roofline pose risks of personal injury and damage to common area and other lots, these masts must be installed by licensed and insured contractors to ensure proper and secure installation.
- D. 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 prevent reception of an acceptable quality signal or violate or void any manufacturer's warranties.

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- E. Masts shall not be installed nearer to the lot line than the total height of the mast and antenna structure above the roof due to safety concerns if the mast were to fall.

VIII. Maintenance and Repair of Antenna

- A. The Owner of the property on which the antenna is installed shall be responsible for the maintenance of any 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, if repainting does not violate or void any manufacturer's warranties.
 - 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 Exhibit A, the Association may, in accordance with Section II of this Exhibit A, fine the lot Owner and take such further action, legal or otherwise, as permitted by Declaration or statute.
 - 1. Except in an emergency situation, the Architectural Change Committee 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 Architectural Change Committee 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 Architectural Committee 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.

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

- A. If an antenna is installed on any property for which the Association has maintenance responsibility, the Owner shall nevertheless remain responsible 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 related 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.

X. Removal of Antenna

- A. In the event an Owner permanently removes, for whatever reason, an antenna, from property for which the Association has maintenance responsibility, the Owner shall promptly restore the property to its original condition.

XI. 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 Exhibit A from time to time as it deems necessary.
- C. To the extent that this Exhibit A conflicts with any prior existing rule, restriction or architectural guideline, this Exhibit A is controlling.
- D. All prior existing rules, restrictions or architectural guidelines not in conflict with this Exhibit A shall remain in full force and effect.