

**PARADISE PINES TOWNHOMES, INC.**  
**RULE REGARDING INSTALLATION OF SATELLITE DISHES**

**WHEREAS**, the Board of Directors (the "Board") of Paradise Pines Townhomes, Inc., a Colorado nonprofit corporation (the "Association") is empowered by its governing documents to adopt such rules as it deems advisable, including without limitation, rules regarding the installation and maintenance of "Satellite Dishes," as that term is defined below; and

**WHEREAS**, based upon the above powers, the Board is hereby exercising its business judgment to adopt this Rule, which regulates the installation and maintenance of Satellite Dishes within the Association in a manner that will not unreasonably delay installation of, prevent the use of, unreasonably increase the cost of, or preclude a viewer from receiving an acceptable quality signal from, certain types of signal-Satellite Dishes.

**WHEREAS**, due to concerns about the quality and aesthetic of the installation and maintenance of Satellite Dishes in the Subdivision, and the FCC rules, the Board has considered the advantages and disadvantages of Satellite Dishes, including their effect on property values within the Subdivision; and

**WHEREAS**, the Board has considered all these concerns and has determined, in the exercise of its reasonable discretion, that this Rule is necessary for the health, safety, welfare of persons within the Subdivision, and the property values of Owner's townhome units.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board hereby adopts the following rules and regulations:

- (1) The term "Satellite Dish," as used within this Rule, shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, or other transmitting structure.
- (2) No exterior installation of any Satellite Dish of any nature shall be permitted anywhere in the Subdivision, unless the Satellite Dish has a diameter or diagonal measurement of one meter (39.37) or less.
- (3) No Satellite Dish may be installed on any portion of the exterior surface of a Unit that is maintained by the Association, without the approval of the Association, through its Board.
- (4) Owners are encouraged to request advance approval for installation of a Satellite Dish, and may submit a Satellite Dish Siting Request Form in accordance with the format attached hereto and made a part hereof by this reference (hereinafter, the "Siting Form") to the Association's Managing Agent. The Association, through its Board, shall work together with the Owner/Applicant or his or her installer to jointly site the Satellite Dish in conformance with this Rule.
- (5) The preferred location of a Satellite Dish would be mounted on a post no more than six (6) feet high; and the wiring, cabling, and mounting equipment must be installed so as to be minimally visible and blend into the material to which it is attached. Satellite Dishes,

antennas, masts, and visible wiring shall be painted so as to blend into the background to which it is mounted or placed.

(6) Within one (1) business day of the Association's receipt of a conforming Siting Form, the Board shall agree upon a date and time for the Board or its designated representative to assist Owner/Applicant in siting a location for the Satellite Dish that would be least obtrusive to the surrounding neighborhood and minimize any negative impact. The Association shall have the right to require the installation of the Satellite Dish in an obscure location, and to require that any Satellite Dish (and its ancillary wiring and mounting device, if applicable) be painted to match a particular color in order to further camouflage the Satellite Dish, as long as doing so would not reduce the quality of reception or unreasonably increase the cost or time of installation.

(7) No Satellite Dishes shall be installed in the Subdivision except by a qualified person who is knowledgeable about the proper installation of Satellite Dishes. Installation of Satellite Dishes must be done in accordance with applicable building, fire, electrical and other applicable codes.

(8) Owner/Applicant shall be responsible for the maintenance, repair, and replacement of any Satellite Dish installation and shall be required to repaint, if for any reason the exterior surface of the Satellite Dish becomes worn or deteriorated.

(9) Owner/Applicant shall be responsible for any damage to any and all real or personal property or for any injury resulting from the installation of the Satellite Dish and/or its continued use or maintenance. Owners and occupants, but not the Association, shall be responsible for the proper installation, maintenance, and removal of Satellite Dishes.

(10) The effective date of this Rule shall be \_\_\_\_\_, 2008; any Satellite Dish installed within the Subdivision prior to the effective date of this Rule that does not conform with this Rule shall be permitted to remain, so long as it is repaired and maintained in conformance with this Rule; provided, however, that any nonconforming Satellite Dish that is replaced must be replaced in conformance with all provisions of this Rule.

(11) The Board may assign or delegate its rights, duties, and obligations herein to the Association's Managing Agent to the extent permissible under Colorado law and the Association's governing documents.

(12) Disputes as to whether installation of a device falls within the purview of this Rule shall be resolved by the Board in its sole discretion.

**ADOPTED** by the Board of Directors of Paradise Pines Townhomes, Inc. on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

PARADISE PINES TOWNHOMES, INC.,  
a Colorado nonprofit corporation

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: President

**SATELLITE DISH SITING REQUEST FORM**

Date of Request: \_\_\_\_\_ Regarding Unit No.: \_\_\_\_\_

Name of Owner/Applicant: \_\_\_\_\_

Address: \_\_\_\_\_

Local Phone Number(s): \_\_\_\_\_

Description of Satellite Dish/Antenna: \_\_\_\_\_

Preferred Location of Satellite Dish/Antenna (if helpful, please attach a sketch or map to assist the Association in reviewing your request and in siting the location of the dish in an area that would be least obtrusive): \_\_\_\_\_

Suggested Date/Time Available for Dish Siting: \_\_\_\_\_

**I UNDERSTAND AND AGREE AS FOLLOWS:**

1. I have read the Association's architectural guidelines and, if applicable, have furnished copies to the contractor engaged by me for this installation.
2. I agree to comply with the Association's architectural guidelines. If applicable, I also understand that it is my responsibility to ensure that my contractor also complies with the architectural guidelines.
3. I agree that it is my responsibility to secure proper building permit if required by local government.

Owner/Applicant Signature: \_\_\_\_\_

*FOR ASSOCIATION USE BELOW*

**SATELLITE DISH SITING INSPECTION AND APPROVAL:**

1. Date Request Received: \_\_\_\_\_ 2. Date of Siting: \_\_\_\_\_

3. Association and Owner have sited this Satellite Dish installation and approved its location as follows (describe location or attach sketch): \_\_\_\_\_

4. Additional Comments and Requirements (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_ Approved By: \_\_\_\_\_ Title: \_\_\_\_\_