POLICY OF MOUNTAIN SIDE HOMEOWNERS ASSOCIATION REGARDING ANTENNA AND SATELLITE DISHES

SUBJECT: Antenna and Satellite Dish Installation.

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: March 15, 2024

RESOLUTION:

The Association hereby gives notice of its adoption of a Policy 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 Policy 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. 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.

D. 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.

E. Owner - any Lot Owner in the Association. For the purpose of this rule only, "Owner" includes a tenant.

F. Telecommunications signals - signals received by DBS, television broadcast, and MDS antennas.

II. Notification

A. Any Owner installing an antenna must complete the attached Notification Installation Form and submit it to the Board of Directors promptly after installing an antenna. If the installation complies with all of the following restrictions and notification is provided to the Board then no further action is required. If the installation does not comply with any of the following restrictions, the Owner and the Board of Directors shall establish a mutually convenient time to meet to discuss the installation. The Owner may call the Community Association Manager at 970-468-9137 to schedule a meeting.

B. 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.

C. 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. 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).

E. 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. 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 as high as is feasible on a trim board of the residence siding, if any, or on the fascia board under the roof line.

E. 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.

V. Antenna Installation Method

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

1. **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.**

2. An Owner is not required to hire a professional antenna installer if the antenna is installed within the Lot.

3. Installation shall be in accordance with the manufacturer's installation specifications.

4. 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.

5. 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.

6. 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.

7. All installations must comply with all applicable building, electrical and related codes, and take aesthetic considerations into account.

8. Antennas shall be permanently and properly grounded in order to prevent electrical and fire damage.

9. 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.

10. 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.

11. If the antenna is to be attached to a structure, such as the siding, the actual satellite dish, TV broadcast antenna or MDS antenna shall be painted so as to blend into or match the background to which it is attached, provided painting does not prevent reception of an acceptable quality signal or unreasonably delay or increase the cost of installation, maintenance or use of the antenna and provided that painting does not violate or void any warranties given by the manufacturer of such device. Mounting materials, any accessories and cabling do not have to be painted if doing so will violate a manufacturer's warranty.

12. 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, use or void of warranty.

13. The Association may require an Owner to sign an indemnification agreement.

VI. 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 Resolution, the Association may, fine the Lot Owner, after notice and opportunity for a hearing, and take such further action, legal or otherwise, as permitted by Declaration or statute.

1. Except in an emergency situation, the Architectural Control 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 Control 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 Control 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, such expense being added to the Owner's annual or monthly assessment.

VII. 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 and any and all damage to the Common Areas. 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 reinstalling the antenna.

VIII. 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.

B. The Association may bill the owner for removal of and/or any damages when the satellite and/or antennae is removed; there is a change of service provider; and/or sale of the Unit.

C. If a new antenna is to be installed to replace a previously installed antenna, the old antenna shall be removed and any and all repairs necessary caused by the removal shall be the obligation of the Owner.

IX. 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 Policy from time to time as it deems necessary.

C. To the extent that this Policy conflicts with any prior existing rule, restriction or architectural guideline, this Policy is controlling.

D. All prior existing rules, restrictions or architectural guidelines not in conflict with this Policy shall remain in full force and effect.

E. Prior to bringing any legal action related to a dispute stemming from this Policy, the parties shall attempt to resolve any such issues through mediation.

PRESIDENT'S CERTIFICATION: The undersigned, being the President of the Mountain Side Homeowners Association, a Colorado nonprofit corporation, certifies the foregoing Policy was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on 3/6/24, and in witness thereof, the undersigned has subscribed their name.

MOUNTAIN SIDE HOMEOWNERS ASSOCIATION, a Colorado nonprofit corporation

By: _____
President

NOTIFICATION OF INSTALLATION FORM

NOTE: This form must be completed and returned immediately upon installation of an antenna.

TO: Board of Directors
Mountain Side Homeowners Association
c/o Summit Resort Group
PO Box 2590
Dillon, CO 80435
info@srgsummit.com

Date Received: _____

FROM: Owner's Name:_____
Mailing Address:_____

Phone (home):_____
Phone (work):_____
Unit Address:_____

Date installation was 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 of the dish or antenna was completed 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 contacting the Association's management company.

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:_____