

**Rules and Regulations
of the Hunters Glen Condominiums
for Installation of Antennas**

I. Preamble

These rules are adopted by the Board of Directors of Hunters Glen Condominium Association, Inc., on the 21st day of July, 2009, effective August 1, 2009.

WITNESSETH:

WHEREAS, the Hunters Glen Condominium Association, Inc. ("the Association") is responsible for governance and maintenance of the Hunters Glen Condominium in Carmel, Indiana ("The Community"); and

WHEREAS, the Association exists pursuant to the Indiana Nonprofit Corporations Act and the Declaration of Horizontal Property Regime and By-Laws ("the Declaration"); and

WHEREAS, the Association's Board of Directors is authorized to adopt and enforce rules and regulations in the interests of the Community pursuant to the Indiana Horizontal Property Act and the Declaration; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

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

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "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"** means any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS, commonly referred to as 'wireless cable'). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. 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. "Mast"** means a structure to which an antenna is attached that raises the antenna height.
- C. "Transmission-only antenna"** means any antenna used solely to transmit radio, television, cellular, or other signals.
- D. "Owner"** means any Association unit owner. For the purpose of this rule only, "owner" includes a tenant who has the written permission of the unit owner to install antennas.
- E. "Telecommunications signals"** means signals received by DBS, television broadcast, and MDS antennas.
- F. "Exclusive-use area"** means the limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner that is next to the owner's unit as defined in the Declaration and/or building plans on file with the County Recorder's office.
- G. "Reasonable"** means that, as a result of the application of these rules, there is to be: (1) no unreasonable delay or prevention of installation, maintenance or use of an antenna, and (2) no unreasonable increase in the cost of installation, maintenance or use, and (3) no preclusion of an acceptable quality signal.

III. Installation Rules

A. Antenna Size and Type

1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Antennas designed to receive television broadcast signals may be installed.
4. Installation of transmission-only antennas is prohibited unless approved by the Association's Board of Directors.
5. All antennas not covered by the FCC rule are prohibited.
6. No more than one antenna for each type of service may be installed by an owner.

B. Location

1. Antennas must be installed solely inside the owner's unit or within the owner's exclusive-use area. For the Hunters Glen Condominium, the exclusive-use area, i.e., limited common area, applicable to each owner's unit consists solely of the balconies, garden areas and patios serving exclusively a single unit, including rear yard areas enclosed partially or completely by a fence that is immediately adjacent and leads to a unit. Installation of antennas on a limited common area does not convert that limited common area to individual property.
2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
3. Antennas must not encroach upon any common areas, any other owner's individual unit or limited common area, or the air space of another owner's limited common area.
4. Antennas shall be located in a place shielded from view from outside the Community or from other units to the maximum extent possible, the Association requires that if an owner wishes to install an antenna outside of the unit, the antenna must be mounted in one of the position described below. The antenna shall be mounted as far back as possible from the street side of the condominium unit. **No cable, utility wires, or connections may enter the front of any building without the written approval from the Association. For second level condominium units, antennas must be mounted on the decorative horizontal trim board located directly beneath the soffit or on the brick directly beneath the aforementioned trim board. The wires from the satellite dish must be concealed and routed inside the attic area and may not be placed on the outside of the building.** The photos attached hereto as Exhibits A and B depict permissible installations. **For ground level condominium units, antennas must be mounted as outlined above or antennas may be mounted to the exterior patio fence, maintained by each individual Owner. The wires from the satellite dish must be concealed and may not be placed on the outside of the building.** The photo attached hereto as Exhibit C depicts a permissible installation. Other than the foregoing, this section does not permit installation on any of the Community's common areas, even if an acceptable quality signal cannot be received from an individually-owned or exclusive-use area. The photo attached hereto as Exhibit D depicts an impermissible installation.

C. Installation on Exclusive-Use Areas

1. Antennas 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 they do not materially damage the common areas, limited common areas, or individual units, or void any warranties of the Association or other owners, or in any way impair the integrity of the building.

3. An installer other than the owner shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000,000.
 - b. Workers' Compensation: Statutory Limits

The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.

4. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

5. There shall be no penetrations of the exterior exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of antenna installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of antenna installation, maintenance or use:

- a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- c. Existing wiring for transmitting telecommunications signals and cable services signals.

6. If penetration of the exterior exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. After the original installation, said waterproofing and sealing must be maintained and replaced by the owner as necessary. The purpose of this rule is to prevent structural damage to the building and residences from moisture.

D. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - a. Place (or replace), maintain, and move or remove antennas;
 - b. Repair damage to any property caused by antenna installation, maintenance or use;

- c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
 - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - e. Restore antenna installation sites to their original condition.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
 3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
 4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.

E. Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
2. Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed within five feet (5') of buried power lines or any other underground utilities. For above-ground power or utility lines, the owner shall comply with the minimum distances which are published by the utility companies. Owners should telephone the "Call Before You Dig" telephone number at 1-800-382-5544 so that any underground lines can be marked prior to antenna installation. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. Antennas shall not obstruct access to or exit from any unit, walkway, ingress or egress from any area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.
4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.
5. To prevent electrical and fire damage, antennas shall be permanently grounded.

IV. Antenna Camouflaging

A. Camouflaging antennas through inexpensive screening or plants is required if antennas are visible from the street or other units.

B. Exterior antenna wiring shall be installed so as to be minimally visible.

C. To the extent permitted by manufacturer's instructions and warranties, antennas, masts and any visible wiring must be painted to match the color of the structure to which they are installed or the owner's home

V. Mast Installation

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

B. Masts extending 12 feet or less beyond the roofline may be installed, subject to the regular notification process (see below). Masts extending more than 12 feet above the roofline must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for mast higher than 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 need for a mast higher than 12 feet. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

C. Masts must be installed by licensed and insured contractors.

D. Masts must be designed to withstand the weight of ice and snow.

E. Masts must be designed to sustain a minimum of 70 mph winds.

VI. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

VII. Association Maintenance of Locations Upon which Antennas are Installed

A. If antennas are installed on property that is maintained by the Association, the owners retain full responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for the other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.

B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with ten (10) days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by

the Association's removal.

VIII. Notification Process

A. Any owner desiring to install an antenna must complete a notification form and submit it to the Association's Board of Directors c/o the Association office at least seven (7) days prior to the intended installation date of the antenna. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately after said seven (7) day period.

B. If the installation is other than routine for any reason, the owner and the Association's Board of Directors must establish a mutually convenient time to meet to discuss installation methods. (A schedule of at least three (3) convenient times for the owner to meet should be included.)

IX. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

X. Enforcement

C. If these rules are violated, the Association, after notice to the owner and an opportunity for the owner to be heard, may bring an 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, the owner must conform to the ruling of the court or the FCC. To the extent permitted by law and the Declaration, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.

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

XI. Severability

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

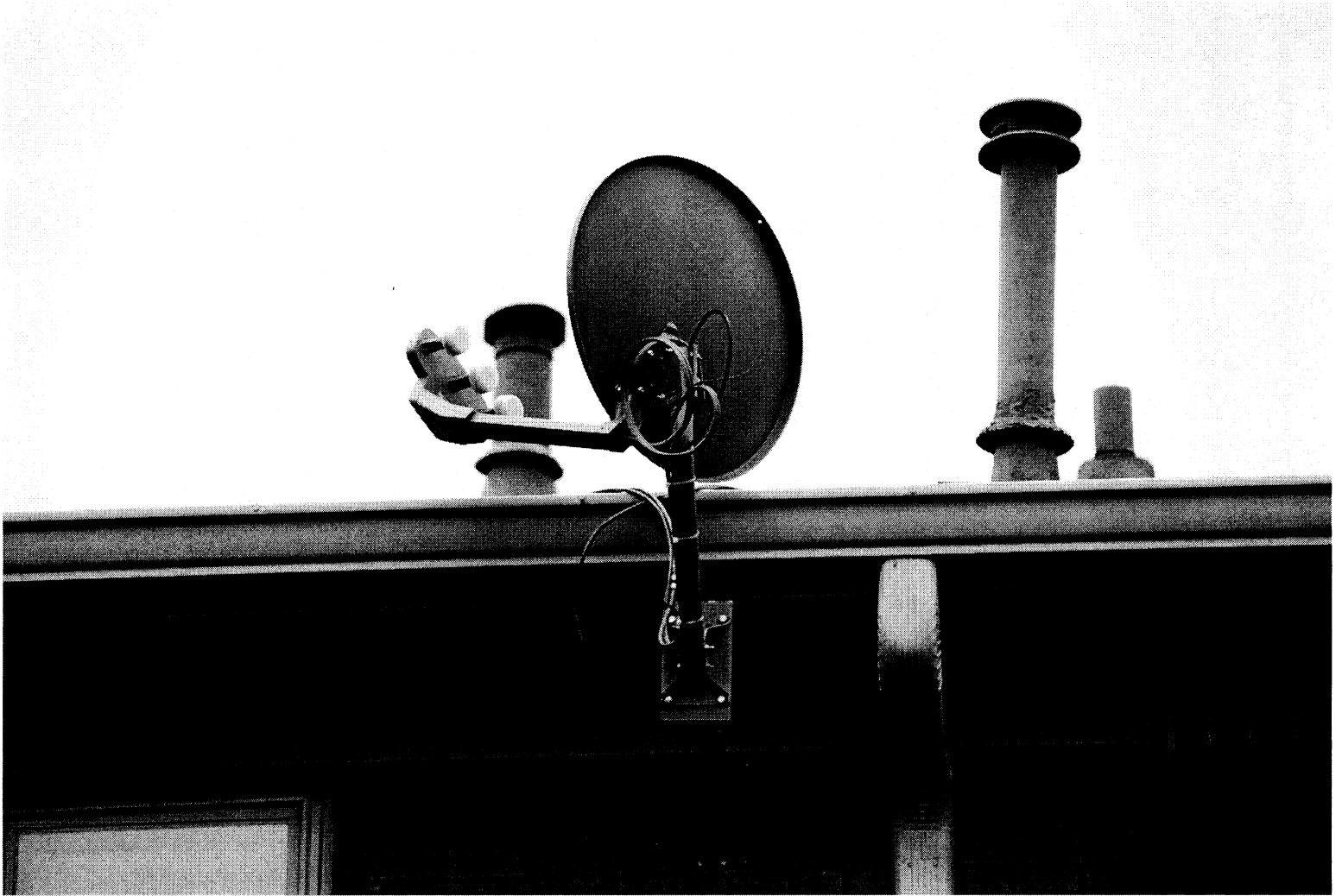


Exhibit A



Exhibit B



Exhibit C

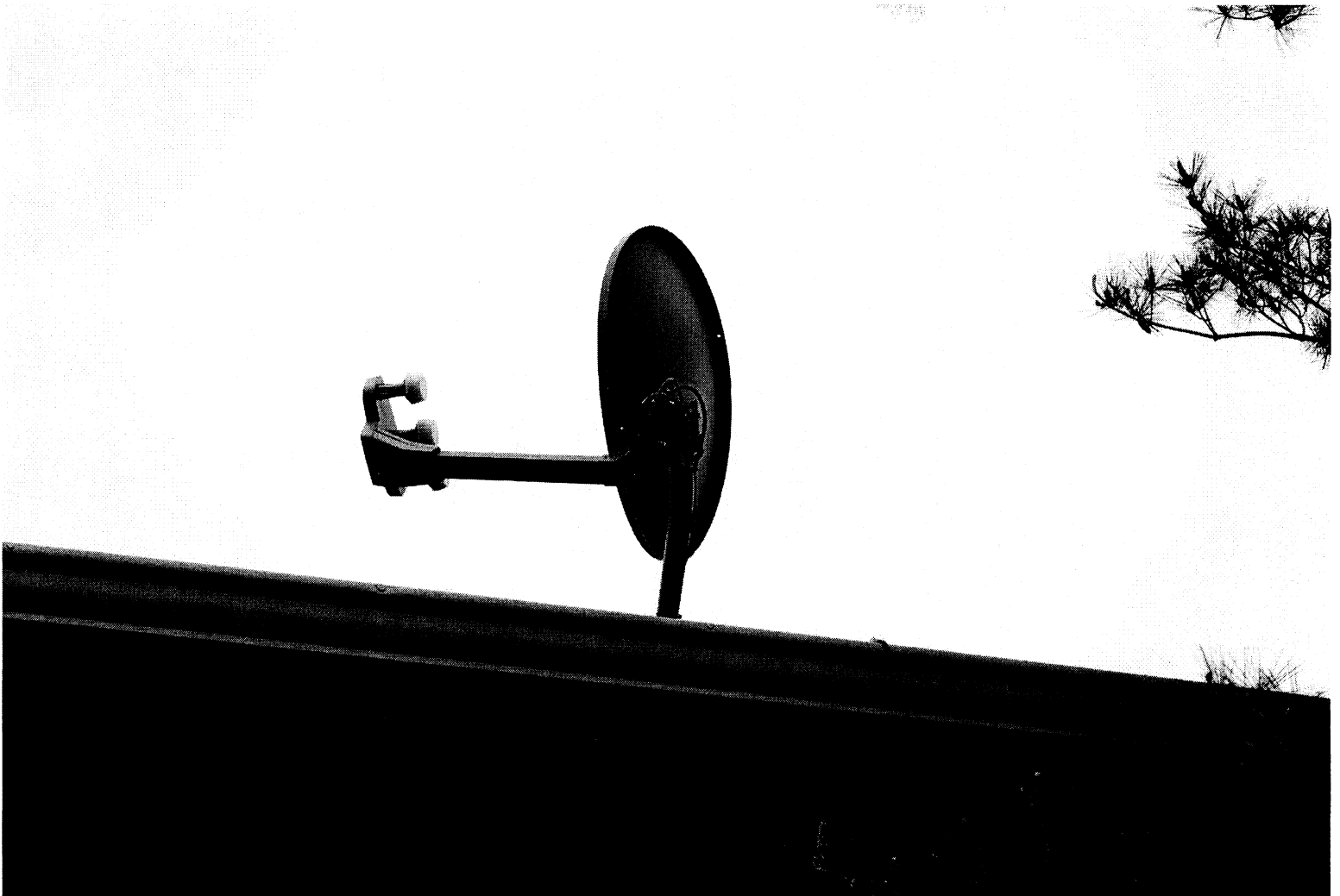


Exhibit D

**HUNTERS GLEN CONDOMINIUMS
NOTICE OF INTENT TO INSTALL ANTENNA
ON LIMITED COMMON AREA**

Unit/Home Owner(s): _____

Address: _____

If rented, tenant's name: _____

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

Type of Antenna: _____

Direct broadcast satellite _____ size: 18-inch _____ other (specify) _____

Television broadcast _____

Multipoint distribution service _____ size: _____

Company Performing Installation _____

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

Date installation to be 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 you responded "no", please provide at least 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 non-routine installation. (Please attach a list of preferable days and times.)

Is a mast necessary for reception? Yes No

If you responded "yes", is the mast required to extend more than twelve feet (12') above the roofline, OR would the mast be closer to the boundary line of another home than the total height of the mast which is above the roof? Yes No

If you responded "yes", then you must complete the form for mast installation.

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume all liability for any personal injury or damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

Signed: _____ Date: _____
(Homeowner Signature)

**HUNTERS GLEN CONDOMINIUMS
NOTIFICATION FORM FOR
INSTALLATION OF OVERSIZED MASTS**

Is a mast extending more than twelve feet (12') above your home's roofline required for your antenna? Yes No

If installed, would the mast be closer to the boundary line of another home than the total height of the mast which is above the roof? Yes No

If you responded "yes" to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast
- Exact location of the mast and antenna installation
- Description of the manner and method of installation
- Total height of the mast and the height it will extend beyond the roofline
(Include an explanation of why the mast must extend to this height)
- Manufacturer specifications regarding the installation of the mast.

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

Also indicate a date and time that would be convenient for you to meet with the Board of Directors. (Please attach a list of preferable days and times.)

I will comply with all of the Association's rules for installing, maintaining, and using antenna masts. I assume liability for any personal injury or damage to Association or other owners' property that occurs due to mast installation, maintenance, and use.

Signed: _____
(Homeowner Signature)

Date: _____

Address: _____

Phone: (Day) _____ (Evening) _____ Fax: _____

**HUNTERS GLEN CONDOMINIUMS
CONSENT OF OWNER/LANDLORD
TO TENANT'S INTENT TO INSTALL ANTENNA
ON LIMITED COMMON AREA**

Unit/Home Owner(s): _____

Landlord's Address: _____

Address of home in ____: _____

Tenant's name: _____

Date when lease will expire: _____

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

I/We, being the legal owner of the above home within Hunters Glen, hereby acknowledge that my/our tenant is notifying the Hunters Glen Condominium Association, Inc. of his/her intent to install an antenna on the Limited Common Areas which are appurtenant to my/our unit/property which I/we own in fee simple title. I/We further acknowledge that in the event my/our tenant(s) fail to comply with all of the Association's rules for installing, maintaining, and using antennas, I/we will be responsible for the same upon three (3) days' written notice from the Association. I/We assume (jointly and severally with the tenant) all liability for any personal injury or damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

Signed: _____

Date: _____