



GUIDELINES FOR ALL WIRELESS COMMUNICATIONS

Effective November 1, 2012, the following guidelines will be applied to new satellite TV antenna installation requests and all other wireless devices **including existing installations**. These guidelines are designed to preserve the architectural and aesthetic integrity of the condominium and to comply with the Telecommunications Act of 1996 (as amended) and 47 C.F.R. Section 1.4000.

- 1) All owners who wish to install a new antenna must submit an application.
- 2) All owners who wish to keep an existing antenna must submit a new application, even if they previously filed an application. This requirement will allow the Association to track and monitor antenna installation, maintenance, and compliance with the guidelines. Applications must be received in the office no later than January 1, 2013.
 - 2a) If more than one unit is connected to a particular antenna, then the owner of each unit connected to the antenna shall submit a separate application and agree to be jointly and severally responsible for all owner obligations under these guidelines.
- 3) The Association must approve or disapprove an application for antenna installation within thirty (30) days after submission of an application.
- 4) The federal Telecommunications Act and the regulations that go with it grants a condominium association the right to prohibit antenna installation on or into common areas, as defined in the association's declarations. That means, in the case of Mahogany Run, the Association can prohibit drilling or installation in walls, roofs, or slabs. MRCA reserves its right to rely on this and all rights given to it by federal law.

However, because there are practical problems that could result from the prohibition of drilling or installation in walls, roofs, or slabs, in these cases MRCA may decide not to enforce this prohibition if the installation in walls, roof, or slabs is first approved by MRCA.

- 5) The placement of each antenna will be determined by the MRCA Maintenance Manager working with the installer to determine the best location that will allow reception of a signal of acceptable quality without unreasonably increasing the cost of the installation while minimizing visual impact and potential for damage. If more than one location will provide the same signal quality, the MRCA has the right to designate the location of the installation. Owners are encouraged to discuss installation with the Maintenance Manager before they submit an application.
- 6) The antenna can be no more than one meter (39 inches) in diameter. The installation must not create a safety or health hazard or block access.
- 7) The antenna must be gray or white in color.

- 8) The application must be approved in writing **before** any installation begins.
- 9) The owner assumes the risk of all injuries and property damage arising from the installation. By submitting an application for antenna installation, the owner agrees to defend, indemnify, and hold harmless the Association against all claims of injuries and property damage arising from or related to the installation.
- 10) Antennae must be installed by a qualified person acceptable to the Association.
- 11) Antenna supporting structures must be made of corrosive resistant, noncombustible material and must be permanently and effectively grounded.
- 12) The owner shall be responsible for the maintenance of the antenna installed. Maintenance and repair shall include, but not be limited to:
 - Reattachment or removal within 72 hours of dislodgment from its original point of installation.
 - Repainting or replacement, if for any reason the exterior surface of the antenna becomes worn, disfigured, or deteriorated, provided that any repainting does not interfere with an acceptable quality signal.
 - Repair or replacement, if for any reason the antenna no longer retains its original condition.
 - Repair or replacement to prevent the antenna from becoming a safety hazard

Except in an emergency, the Property Manager 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 30 days of such notification unless extended by the Board. By submitting an application an owner agrees that if any required work is not completed within the time period for completion of the repair, maintenance, or replacement, the Association may remove and/or repair the antenna at the expense of the owner, such expense being added to the owner's account.

- 13) The owner is responsible for all costs associated with the antenna including, but not limited to:
 - Repair, maintain, remove, or replace the antenna.
 - Repair damages to the common elements, the unit, other units, and other property caused by the installation, existence or use of the antenna.
 - Pay for medical expenses incurred by persons injured by the installation, existence, or use of the antenna.
 - Reimburse residents or the Association for damages caused by the installation, existence, or use of the antenna.
 - The cost of any legal action required to enforce MRCA policies and regulations regarding antennae; and the cost of defending against an action against MRCA directly or indirectly caused by the owners non-compliance with MRCA policies and regulations regarding antennae.
- 14) The Association is solely responsible for the trimming of trees and plants located on common property and trimming is done or not done at its sole discretion. After an antenna location has been

approved, the Association will trim new vegetation growth to the extent necessary to maintain antennae signal quality.

15) It shall be the owner's responsibility to remove the antenna if the unit is sold. If the new owner wishes to keep the existing antenna, he or she must submit a new application. If the antenna is not removed or a new application submitted and approved, then the Association will remove the antenna at the expense of the old owner prior to providing a condo letter.

16) The Owner is responsible for temporary removal of the antenna in the event of a wind storm threat. Wind storm threats will be determined by the independent judgment of the COA.

17) The owner must acknowledge by his/her signature below that he/she understands, agrees to, and will comply with these regulations.

Signature

Printed Name

Unit Number

Date

Contractor/company

Name of Representative

Signature of Representative

Date



APPLICATION FOR PROPERTY WIRELESS COMMUNICATION INSTALLATION

Date: _____
Owner Name: _____ Unit No. # _____
Email address _____
Telephone (Home) _____ (cell) _____ (work) _____

New Installations

* I, _____ Owner of the above mentioned property request
Authorization for installation of _____ at the above
mentioned unit number. The work will be performed by _____
who is a current licensed & insured, contractor/company. (Proof/copy attached)

Existing Antennae (must be submitted by January 1, 2013)

I, _____ Owner of the above mentioned property request
Authorization /approval for the _____ currently installed at
the above mentioned condo. The installation was performed by _____
who is a current licensed & insured, contractor/company

Below to be completed by MRCA Management

Reviewed by: _____ Required documents presented Yes___ No___
Guidelines presented and were signed off on by the owner and the contractor Yes___ No___

Approved: _____ Not approved: _____

Signature: _____ Date: _____
Title: _____

Approved Location: _____

