THE AMBERLEA AT SOUTH RIDING CONDOMINIUM
UNIT OWNERS ASSOCIATION

POLICY RESOLUTION 2026-02
(SUPERSEDES 2013-01)

(SATELLITE DISH AND ANTENNA PLACEMENT POLICY)

WHEREAS, Section 55-79.53 Of the Virginia Condominium Act, Code of Virginia (1950, as amended) (the "Condominium Act") charge all owners and all those entitled to occupy a Unit with compliance with the Declaration and Bylaws of the Association as amended;

WHEREAS, Article 3, Section 3.1(c) of the Bylaws of the Amberlea at South Riding Condominium ("the Association") grants and assigns the Board of Directors ("Board") the power and duty to provide for the operation, care, upkeep and maintenance of all of the property and services of the Condominium and to adopt regulations governing the Condominium, including the Units;

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule preempting certain Association restriction on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas") and satellite dishes;

WHEREAS, the Association wishes to adopt reasonable restrictions governing installation, maintenance, and use of antennas and satellite dishes in the best interests of the Association and consistent with FCC rules;

WHEREAS, Article 2, Section 2.3 (a)(b)(c) and Article 3, Section 3.1 (a) (b) of the Condominium Declaration define Unit Boundaries, Common Elements, and Limited Common Elements, respectively;

WHEREAS, cable is available to all unit owners;

WHEREAS, it is necessary for the integrity of the condominium buildings and for the safety of the property and its residents for the Board to strictly regulate any and all Common Element installation and repairs;

NOW, THEREFORE, the Board adopts the following restrictions and regulations for the Condominium hereinafter referred to as the "Rules," to become effective immediately and which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors heirs and assigns who currently or in the futures may possess an interest in the Condominium, and which shall supersede any previously adopted rules on the same subject matter.

I. DEFINITIONS

A. **Antenna and Satellite Dish** – any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guide 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 or satellite dish.

B. **Mast** – structure to which an antenna or satellite dish is attached that raises the antenna or satellite dish height.

C. **Transmission-only antenna** – any antenna used solely to transmit radio, television, cellular, or other signals.

D. **Owner** – 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 and satellite dishes.

E. **Telecommunications signals** – signals received by DS, television broadcast, and MDS antenna.

F. **Exclusive-use area-** limited common element is which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner in the Declaration.

II. Installation Requirements

A. Antenna and Satellite Dish Size and Type

1. DBS and MDS antennas and satellite dishes that are one meter (39.97 inches) or less in diameter may be installed. Antennas and satellite dishes that are larger than one (1) meter in diameter are prohibited.
2. Installations of transmission-only antennas are prohibited unless approved by the Board of Directors.
3. All antennas and satellite dishes not covered by the FCC rule are prohibited.

B. Location

1. Antennas and satellite dishes shall be installed solely within the boundaries of the owner's limited common elements/exclusive – use areas, as designated in the Declaration and on the plats and plans of the association (such as decks and balconies). Installation of antennas and satellite dishes on the limited common element does not convert the limited common element to individual property.
2. If acceptable quality signals may be received by placing antennas and satellite dishes inside a unit without unreasonable delay or unreasonable cost increase, then the antenna or satellite dish shall be installed within the unit.
3. Antennas and satellite dishes shall not encroach upon common elements, any other owners individual unit or limited common element, or the airspace of another unit owner's limited common element or airspace of the common element.
4. Antennas and satellite dishes shall be located in a place shielded from view outside the Association or from other units to the maximum extent possible; provided, however, that nothing in this rule requires installation where an acceptable quality signal cannot be received. No satellite dish or antenna of any size may be placed or installed on the Common Elements (such as, without limitation, open grassy areas, roofs or exterior walls) even if an acceptable quality signal cannot be received from an individual-owned or exclusive-use area/limited common element.

C. Installation on Limited Common Elements/Exclusive Use Areas

1. Antennas and satellite dishes shall be no larger nor installed higher than is absolutely necessary for reception on an acceptable-quality signal.
2. All installations shall be completed so that they do not materially damage the common elements, or individual units, or void any warranties of the Condominium Association or other owners, or in any way impair the integrity of the building.
3. To the extent an acceptable quality signal can be obtained, the following Limited Common

Element locations are the preferred locations and installation sites (listed in decreasing order of preference):

a. On the floor of the balcony below the railing.

b. On the balcony or patio and within the boundaries of the patio or balcony.

c. Attached to the balcony railings within the boundaries of the balcony, provided that if it is attached to the balcony railing, the unit owner understands he/she is responsible for any damage to the railing and that the railing must be returned to its original condition upon the removal of the satellite dish.

4. Any installer, including an owner if the owner is undertaking installation, shall make available upon the Board's request an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits:

a. Contractors' General Liability (including completed operations): $1,000,000.

b. Worker's Compensation: Statutory Limits.

c. This regulation is intended to ensure that antennas and satellite dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures or pose a safety hazard to the Association residents and Condominium or personal property.

5. Antennas and Satellite dishes 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 antennas and satellite dishes, including damage for wind velocity.

6. There shall be no holes put in the exterior, common element or limited common element/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 or satellite dish installation. The following devices shall be used unless they could prevent an acceptable quality signal or unreasonably increase the cost of antenna or satellite dish 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 service signals.

7. If penetration of the exterior common element or limited common element/exclusive use areas is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. This rule is intended to prevent structural damage to the building and residences from water intrusion. Unit Owners shall be responsible for repair of all damages caused by penetration through common elements or limited common elements.

D. Maintenance Requirements

1. Owners who install or maintain antennas and satellite dishes are responsible for the following tasks and all associated costs, including, but not limited to:

a. Place (or replace), repair, maintain, and move or remove antennas and satellite dishes including, without limitations, to allow Association to perform required maintenance to Limited Common Elements or Common Elements when required.

b. Repair damage to any property caused by antenna or satellite dish installation, existence, maintenance, or use;

c. Pay medical expenses incurred by persons injured by antenna or satellite dish installation, existence, maintenance, or use:

d. Reimburse residents or the Association for damage caused by antenna or satellite dish installation, maintenance, or use, or the failure to perform any necessary maintenance, repair or replacement;

e. Restore building components at antenna or satellite dish installation sites to their original condition;

f. Maintenance of all seals for any penetrations created in relation to the installation of the antenna or satellite dish; and

g. Maintenance, repair and replacement of any attachments associated with installation of the antenna or satellite dish.

2. Owners shall not permit their antennas and satellite dishes to fall into disregard or to become a safety hazard. Owners shall be responsible for antenna and satellite dish maintenance, repair and replacement, and the prompt correction of any safety hazards.

3. If antennas and satellite dishes become full or partially detached, owners shall remove or repair such attachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas and satellite dishes at the expense of the owner.

4. Owners shall be responsible for antenna and satellite dish repainting or replacement if the exterior surface of the antenna or satellite dish deteriorates.

E. Safety

1. Antennas and satellite dishes shall be installed and secured in a manner that complies with all applicable city, county and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permits if any are required for safety reasons.

2. Unless the above-cited laws and regulations require a greater separation, antennas and satellite dishes shall not be placed within ten (10) feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Antennas and satellite dishes 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 as well as safe and easy access to the Association's physical plant.

4. Installation must comply with all applicable codes, aesthetic considerations into account, and minimize the aesthetic and structural impact to the exterior and structure of the owner's unit, limited common elements, or the common elements.

5. Antennas and satellite dishes shall be permanently grounded to prevent electrical and fire damage.

III. Antenna and Satellite Camouflaging

A. Antennas and satellite dishes shall be ordered in a color to the extent available, painted to match the color of the structure to which they are installed, or colored or painted so the antenna or satellite dish blends into the background against which it is mounted, so long as painting the antenna or satellite dish will not void any warranties or prevent the reception of an acceptable quality signal.

B. Exterior antenna and satellite dish wiring shall be installed so as to be invisible or barely visible from the other units, the common elements or the street and parking areas.

IV. Mast Installation

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals, but in no case shall a mast be placed in such a way as to go beyond the horizontal upper or lower boundaries of the antenna or satellite dish user's unit or the vertical side boundaries of the patio or balcony on which the mast is installed. The limitations on mats on this section are calculated to address safety concerns posed by wind loads and the risks of falling antennas and satellite dishes and masts and to observe the property boundaries of units in the Condominium.

B. Masts that comply with Section IV(A) may be installed subject to the ordinary notification process addressed below and must comply with all other provisions of this resolution which apply to installation of antennas and satellite dishes.

C. Masts must be installed by a licensed and insured contractor.

V. Existing Common Element Installations

A. **As of the effective date, no further installations or reinstallations of unit owner's satellite dishes will be allowed on Common Elements.** Any satellite dishes or antennas and satellite dishes on or after the effective date of this resolution, on the Common Elements, will be removed and the affected area of the building will be restored and repaired as necessary by the owner. If the owner refuses to do so, the Board is authorized to have the removal and repair performed on its behalf and invoice the owner for the fees associated with the removal and repair.

B. **Any satellite dishes installed on Common Elements will be relocated.** The Board will attempt to notify the owner that the satellite dish needs to be relocated from the Common Elements; however, the dish may be removed and discarded without notice. In accordance with Article 5, Section5.8 (a)(4), "No Unit owner shall obstruct any of the common elements nor shall any unit owner place or cause or permit anything to be placed on or in any of the common elements (except those areas designated for such storage by the condominium instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the common elements except with the prior written consent of the Board of Directors or Covenants Committee, as appropriate (subject, however, to the applicable provisions of the Fair Housing Amendments Act of 1988 regarding the modifications by handicapped residents)."

VI. Antennas and Satellite Dish Removal

Generally, owners must restore the property, whether Common Elements or Exclusive-use area, to the condition that existed prior to the installation of their antenna or satellite dish, at their expense, if their antenna or satellite dish is removed for any reason.

VII. Association Maintenance of Locations upon Which Antennas and Satellite Dishes are Installed.

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

B. If non-emergency maintenance requires the temporary removal of antennas and satellite dishes, the Association shall provide the owners with seven (7) days written notice of the need for temporary removal of the antenna or satellite dish. Owners shall be responsible for removing and relocating antennas and satellite dishes before maintenance begins and for ay replacement of antennas and satellite dishes afterwards. If they are not removed in the required time, then the Association may do so at the owner's expense. The Association is not liable for any damage to antennas and satellite dishes or any related equipment, seals or wires caused by the Association's removal.

C. Emergency maintenance of Common Elements property and Exclusive-use areas may occur without prior written notice.

VIII. Notification Process

Any owner desiring to install an antenna or satellite dish must complete a notification form and submit it to the Board of Directors care of the Association's managers office. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.

IX. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas and satellite dishes shall obtain prior written permission of their Unit's owners. A copy of this permission must be furnished with the notification statement. The Association shall not be liable to any owner for a tenant's failure to comply with this provision.

X. Enforcement

A. If these rules are violated, in accordance with the Bylaws and the Condominium Act, the Association, after notice and opportunity to be heard, may take any and all action necessary to enforce this resolution, including the assessment of charges of $50 per violation (and/or $10 per day for violations which continue uncorrected), the seeking of injunctive relief, and/or an action for declaratory relief with the FCC or any court of competent jurisdiction. The Association shall be entitled to reasonable attorney's fees, costs, and expenses incurred in the enforcement of this policy as determined by the court.

B. If antenna or satellite dish installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits. Otherwise, the Association may take such action as is necessary to prevent injury to persons or property at the antenna or satellite dish owner's expense in accordance with the Bylaws.

XI. Severability

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

THE AMBERLEA AT SOUTH RIDING CONDOMINIUM UNIT OWNERS ASSOCIATION

By: Daniel Vargas
Daniel Vargas, President

FOR ASSOCIATION RECORDS

I hereby certify that a copy of the foregoing policy resolution was published or distributed to all Unit Owner of The Amberlea at South Riding Condominium Unit Owners Association on this 23rd day of October, 2026.

Mary Frank, On Site Community Manager
Managing Agent

POLICY RESOLUTION NO. 2026-02

(SATELLITE DISH AND ANTENNA PLACEMENT POLICY)

Duly adopted at a meeting of the Board of Directors held October 7, 2026.

Motion by: Daniel Vargas Seconded by: Cypriana McCray

VOTE:

	YES	NO	ABSTAIN	ABSENT
Daniel Vargas Director	X			
Robert W. Patton Director	X			
Cypriana McCray Director	X			
Director				
Director				

ATTEST:

Secretary Date

Resolution Effective: October 23, 2026.

Signature: Daniel Vargas
Daniel Vargas (Oct 23, 2026 09:50:11 EDT)

Email:

Signature: Robert W. Patton
Robert W. Patton (Oct 21, 2026 14:28:03 EDT)

Email:

Signature:
Cypriana McCray (Oct 22, 2026 16:01:31 EDT)

Email: