

**WINDMILL CONDOMINIUM ASSOCIATION
SATELLITE DISH RULE
(Effective: March 10, 2008)**

1. **Introduction.** The Board of Directors (the "Board") of Windmill Condominium Association, a Colorado non-profit corporation (the "Association"), acting pursuant to the powers set forth in the Condominium Declaration for Windmill Condominium (the "Declaration") and the Colorado Common Interest Ownership Act (the "Act"), has enacted the following Rule effective as of the date set forth above. The Rule supplements the Declaration, the Association's Bylaws and the Association's Articles of Incorporation (collectively referred to as the "Association Documents"). Unless the context otherwise indicates, capitalized words and terms shall have the meanings set forth in the Association Documents. This Rule supersedes and replaces all previously adopted Rules on the same subject matter.

2. **Satellite Dish and Antenna Rule.**

2.1 **General Restrictions.** Satellite dishes (including dishes larger than one meter (39.4 inches) in diameter) and antennas which are not subject to the Federal Communications Commission ("FCC") rules are prohibited. Satellite dishes (including dishes one meter (39.4 inches) or less in diameter) and antennas which are subject to the FCC rules may be installed in accordance with this rule. For ease of reference, such allowed satellite dishes and antennas are collectively referred to as the "Satellite Dishes."

2.2 **Location.** Satellite Dishes must be installed within the Owner's Unit or on a Limited Common Element (exclusive use area) allocated to that Unit. If acceptable quality signals can be received by placing a Satellite Dish inside a Unit without unreasonable delay or unreasonable cost increase, the Owner is encouraged to do so. Satellite Dishes must not encroach upon any General Common Elements (general structure or use area), any other Owner's individual Unit or Limited Common Element, or the air space of another Owner's Limited Common Element. Satellite Dishes shall be located in a place shielded from view from outside the community or from other Units to the maximum extent possible; nothing in this rule requires installation in an exclusive use area where a signal is unacceptable. However, this section does not permit installation on General Common Elements (such as the roof, and exterior building wall, or any landscaped or parking area adjacent to the building), even if an acceptable quality signal cannot be received from an individually-owned or exclusive-use area. As an alternative to Satellite Dishes, Owners may obtain programming access through cable television offering an assortment of channels for an Owner's programming needs.

2.3 **Installation.** Satellite Dishes shall be not larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. All installations shall be completed so they do not damage the Limited Common Elements, or individual Units, or void any warranties of the Association or other Owners, or in any way impair the integrity of the building. Furthermore, there shall be no penetrations of exterior Limited Common Elements surfaces of the building unless it is necessary to receive an acceptable quality signal or if no penetrations would unreasonably increase costs of Satellite Dish installation. If penetration of an exterior Limited Common Element surface on the building is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this requirement is to prevent structural damage to the building from moisture. Satellite Dishes must be secured so they do not jeopardize the soundness or safety of any structure or safety of any person at or near the Satellite Dishes, including damage from wind velocity.

2.4 **Maintenance.** Any Owner who installs a Satellite Dish is responsible for all costs related to installation, maintenance, repair and removal of the Satellite Dish, as well as any damages caused thereby. Each Owner shall keep the Owner's Satellite Dish in good repair and condition at all times, and shall not allow the Satellite Dish to become a safety hazard. In addition, the Owner shall be responsible for restoring any Satellite Dish site to its original condition following removal.

If any Satellite Dish is installed on an area for which the Association has maintenance responsibility, the Owner nevertheless has full responsibility for Satellite Dish maintenance. A Satellite Dish 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 Owner of the Satellite Dish resulting in the increased maintenance or damage is responsible for all such costs. If Association maintenance requires the temporary removal of Satellite Dishes, the Association shall provide Owners with prior written notice. The Owners shall then be responsible for removing or relocating Satellite Dishes before the maintenance begins, and for replacing the Satellite Dishes afterwards. If Satellite Dishes are not removed prior to the required Association maintenance, then the Association may remove the Satellite Dishes at the Owners' expense. The Association is not liable for any damage to Satellite Dishes caused by such removal.

2.5 Compliance with Law and Manufacturer's Instructions. Satellite Dishes shall be installed and secured in a manner that complies with all applicable laws and regulations, as well as manufacturer's instructions. The Association recommends Owners have Satellite Dishes professionally installed so long as doing so does not unreasonably increase the cost of Satellite Dish installation.

2.6 Notification Process. Any owner desiring to install a Satellite Dish must complete a notification form and submit it to the Association. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately. If the installation is other than routine for any reason, the Owner and the Association must establish a mutually convenient time to meet to discuss installation methods.

2.7 As of the date of this Rule, the following Units have already installed Satellite Dishes:

Please see attached addendum

Any Owner listed above may keep its current Satellite Dish installed in its current location so long as the Owner owns fee simple title to the Unit. Upon any conveyance of any interest in a Unit (either voluntarily or by operation of law) whereby any existing Owner no longer owns an interest in the fee simple title to the Unit, the Unit shall then be subject to this Rule and the Satellite Dish shall be installed in accordance with this Rule. If removal or re-installation of a Satellite Dish causes any damage or requires any repairs to the General Common Elements, the same shall be coordinated with the Association or its managing agent and paid for by the Owner.

2.8 Severability. If any provision of this Satellite Dish rule is determined to be invalid, the remainder of the rule shall remain in full force and effect.

2.9 Amendment. This Rule may be amended from time to time by the Board.

CERTIFICATION

The undersigned, being the duly elected and acting Secretary of the Association certifies that the foregoing Satellite Dish Rule was approved by the vote of at least a majority of the Association's Directors at a meeting of the Association's Board of Directors held on March 10, 2008, to be effective on March 10, 2008.

Date: May 7, 2008

WINDMILL CONDOMINIUM ASSOCIATION

By: Jenni Knapp, President