

**RULES AND REGULATIONS  
FOR THE INSTALLATION OF CERTAIN  
TELECOMMUNICATIONS ANTENNAS AND DEVICES AT THE  
COURTYARDS OF THREE FOUNTAINS**

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THESE RULES AND REGULATIONS are adopted by the Board of Directors of the Courtyards of Three Fountains, Association, Inc., on this \_\_\_ day of, 2000. and are effective as of the 1st day of May 2000.

RECITALS:

1. The Courtyards of Three Fountains Association, Inc. (the "Association"), a Texas nonprofit corporation, is responsible for the governance and maintenance of the Courtyards of Three Fountains Condominiums (the "Project"), a Condominium Project located in Houston, Harris County, Texas, pursuant to the provisions of the Courtyards of Three Fountains Condominium Declaration and Master Deed, filed of record in Volume 62, Page 1, et seq. of the Condominium of the Records of Harris County, Texas, together with all amendments thereto and filed of record in the Condominium Records of Harris County, Texas (collectively, the "Declaration").
2. The Association is authorized to adopt and enforce reasonable rules and regulations relating to the use of the General and Limited Common Elements (as defined in the Declaration) pursuant to the terms and provisions of the Condominium Bylaws of Courtyards of Three Fountains Condominiums and Section 82.102 of the Texas Property Code.
3. Pursuant to the Federal Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted a rule (the "FCC Rule") effective October 14, 1996, preempting certain deed restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "antennas").
4. The Declaration prohibits the installation of antennas on the General Common Elements of the Project, a prohibition which is not of itself in conflict with or preempted by the FCC Rule.
5. The Association desires and intends to adopt reasonable restrictions governing the installation, maintenance, and use of antennas in the best interest of the Owners (as hereinafter defined) of the Project and consistent with the FCC Rule.

**EXHIBIT**  
" B "

RULES AND REGULATIONS:

NOW, THEREFORE, the Association adopts the following rules and regulations for the Project, 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 Project, and which shall supersede any previously adopted rules on the same subject matter.

I.  
DEFINITIONS:

- A. Antenna: Any device used for the reception of video programming services, including direct broadcast satellite ("DBS"), television broadcast, and multipoint distribution service 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: Any structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna: Any antenna used solely to transmit radio, television, cellular or other signals.
- D. Owner: A person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who or which is the record owner of fee simple title to one or more of the Condominium Units in the Project. For the purpose of the Rule only, "Owner" includes a tenant, lessee or other person or entity occupying a Condominium Unit with the permission and consent of the Owner thereof.
- E. Telecommunication's signals: The signals received by DBS, television broadcast and MDS antennas.
- F. Exclusive-use area: A Limited Common Element to which an Owner has a direct or indirect ownership interest and that is designed for the exclusive use of the said Owner as designated, delineated and defined in the Declaration and the survey plats, bylaws and exhibits attached thereto. Limited Common Elements consist of the parking space(s), balcony, patio and, storage room assigned to a Condominium Unit.
- G. Common ownership area: All General Common Elements of the Project as described, delineated and defined in the Declaration, including specifically, but not limited to the roofs, chimneys and exterior walls of the buildings (excluding, for the purposes of the Rule only, the interior walls of a patio or balcony.)

II.  
INSTALLATION RULES:

A. Antenna size and type:

1. DBS antennas that are one (1) meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one (1) meter in diameter are prohibited.
2. MDS antennas that are one (1) meter or less in diameter may be installed. MDS antennas which are larger than one (1) meter in diameter are prohibited.
3. Antennas, other than DBS and MDS antennas and other types of satellite dishes referenced in Paragraphs II.A.1 and II.A.2. above, designed to receive television broadcast signals, regardless of size, may be installed.
4. Installation of transmission-only antennas are prohibited.
5. All antennas not covered by the FCC rule are prohibited.
6. An Owner may install no more than one (1) antenna for each type of service covered by the FCC Rule.

B. Location:

1. Antennas must be installed solely in the Owner's Condominium Unit or on the Owner's individually owned property or in the Owner's exclusive-use area, as these areas are designated, delineated and defined in the Declaration and the survey plats, bylaws and exhibits attached thereto. Installation of an antenna on a Limited Common Element does not convert the Limited Common Element into individually owned property. The preferred locations for installing an antenna, in the order of such preference, are as follows:

a. If acceptable quality signals can be received by installing the antenna inside the Owner's Condominium Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited and the antenna must be installed inside the Owner's Condominium Unit.

b. If acceptable quality signals cannot be received by installing the antenna inside the Owner's Condominium Unit without unreasonable delay or unreasonable cost increase, then outdoor installation on the air handler unit is permitted.

c. Installation of antennas on any other part of the General Common Elements is prohibited, even if an acceptable quality signal cannot be received from an individually owned or exclusive-use area.

2. Antennas must not encroach upon any of the General Common Elements (except as expressly permitted in paragraph 1.b. above), any other Owner's individual Condominium Unit or Limited Common Element appurtenant thereto, or the air space of another Owner's Limited Common Element.

3. Antennas shall be located in a place shielded from view from outside the Project or from other Condominium Units within the Project to the maximum extent possible; provided, however, that nothing in this Rule would require installation in an exclusive-use area where an acceptable quality signal cannot be received.

C. Installation on Exclusive-use areas:

1. Antennas shall be no larger nor installed higher than is absolutely necessary for the reception of an acceptable quality signal.

2. All installations shall be completed in such a manner so as to not materially damage the General Common Elements, the Limited Common Elements or the individual Condominium Units, or void any warranties in favor of the Association or other Owners, or in any way impair the structural integrity of the building.

3. Any 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 Commercial Liability (including completed operations): \$1,000,000.00.

b. Worker's Compensations: Statutory limits.

The purpose of this regulation is to ensure that antennas are installed in a manner that complies with all applicable 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, but not limited to, damage from wind velocity.

5. There shall be no penetrations of 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.
- c. Existing wiring for transmitting telecommunications signals and cable service signals.

6. If penetration of the exterior walls of the exclusive -use area is necessary to receive an acceptable quality signal or avoid unreasonably increasing the cost of installation, then the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this regulation is to prevent damage to the building and residences from the moisture.

7. Installation of antennas shall only occur between the hours of 8:00 a.m. and 6:00 p.m.

D. Maintenance:

1. Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to costs to:

- a. Install, repair, maintain, replace, 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 repair such detachment or remove the antenna within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the antennas without liability to, and at the sole expense of the Owner, which expense shall be charged to the Owner's assessment account after notice and an opportunity for hearing in accordance with Section 82.102(d) of the Texas Property Code. The Association is not liable for any damage to antennas caused by Association removal.

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

E. Safety:

1. Antennas shall be installed and secured in a manner that complies with all applicable state and local laws, ordinances and regulations, and manufacturer's instructions. Owner's, prior to installation, shall provide the Association with a copy of any applicable government permit if required for safety reasons.

2. Unless the above-cited laws, ordinances and regulations require a greater separation, antennas shall not be placed within 12 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 shall not obstruct access to or exit from any Condominium Unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Project. 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. Installation must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the Owner's Condominium Unit.

5. To prevent electrical and fire damage, antennas shall be permanently grounded.

6. Exterior antenna wiring shall not be installed so as to hang in mid air. The purpose of this requirement is to protect persons near and around antennas and such exterior antenna wiring from injury.

III.  
ANTENNA CAMOUFLAGING:

A. Antennas shall be painted to match the color of the structure to which they are installed provided that such painting does not interfere with reception or impair the ability to receive a signal.

B. If antennas are visible from the street or other Condominium Units, camouflaging the said antennas through inexpensive screening or plants is required provided that such screening does not interfere with reception or impair the ability to receive a signal; provided, however, the said screening or plants must be approved in accordance with the architectural control provisions of the Declaration.

C. Exterior antenna wiring shall be installed so as to be minimally visible, and meet the requirements set forth in II.C.3. herein above.

IV.  
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 set forth 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 a mast higher than 12 feet above the roofline 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 above the roofline. 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, and meet the requirements set forth in II.C.3 herein above.

V.  
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.

VI.  
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 responsibility for antenna maintenance. Antennas 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 Owners are responsible for all such costs, and all such costs shall be added to the assessment account of such Owners, after notice and opportunity for a hearing in accordance with Section 82.102(d) of the Texas Property Code.

B. If maintenance requires the temporary removal of antennas, the Association shall provide Owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If the antennas are not removed in the required time, then the Association may do so, without liability and at the Owners' sole cost and expense, which cost and expense shall be added to the Owners' assessment account after notice and an opportunity for hearing in accordance with Section 82.102(d) of the Texas Property Code. The Association is not liable for any damage to antennas caused by Association removal.

VII.  
NOTIFICATION PROCEDURES:

A. Any Owner desiring to install an antenna must complete and submit a notification form (in the form attached hereto, marked Exhibit "A") to the Board of Directors of the Association in care of the Association's Managing Agent or such other place as the Board of Directors may direct by notice to all Owners. The notification form shall be so submitted prior to the actual installation of the antenna. The notification form shall be used to ensure compliance with all safety objectives of these rules.

B. If the installation is routine, conforming to all of the above restrictions the installation may begin immediately after such notification has been delivered.

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C. If the installation is other than routine (i.e., it fails to comply with one or more of the above restrictions) for any reason, installation may not proceed until the Owner has met



with the Board of Directors to discuss installation methods. Such meeting shall be scheduled at a mutually convenient time and place, but in no event shall such meeting be held later than the tenth (10th) business day following the receipt of the notification by the Board of Directors unless the Owner consents in writing to a later time for such meeting.

D. This notification procedure shall apply only to the installation of antennas. All other alterations and improvements requiring advance written approval of the Association's Board of Directors shall still require such approval in accordance with the terms and provisions of the Declaration, the Condominium Bylaws and the Association Bylaws.

VIII.  
INSTALLATION BY TENANTS:

These Rules shall apply in all respects to tenants.

IX.  
ENFORCEMENT:

If the Rules are violated or if antenna installation poses a serious, immediate safety hazard, the Association, after ten (10) days written notice to the Owner, may bring action for declaratory and/or injunctive relief with any court of competent jurisdiction or the FCC. If a court of the FCC determines that the Association Rules are valid and enforceable, a fine of \$50.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. The Association shall be entitled to recover reasonable attorney's fees, costs and expenses incurred in the enforcement of these Rules.

X.  
SEVERABILITY:

If any provision of these Rules is determined to be invalid, the remainder of these Rules shall remain in full force and effect.

COURTYARDS OF THREE FOUNTAINS  
ASSOCIATION, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF TEXAS §  
COUNTY OF HARRIS §

BEFORE ME, the undersigned notary, did personally appear \_\_\_\_\_  
\_\_\_\_\_ of the Courtyards of Three Fountains, Association, Inc., who  
acknowledged that he/she executed the forgoing instrument for the purpose and the  
consideration stated on behalf of the said Association.

\_\_\_\_\_  
Notary public in and for the State of Texas

EXHIBIT "A"  
AGREEMENT

Owner/Resident: \_\_\_\_\_

Unit No./Address: \_\_\_\_\_

Date: \_\_\_\_\_

I, the undersigned owner/resident acknowledges receipt of the "Rules and Regulations for the Installation of Certain Telecommunications Antennas and Devices at the Courtyards of Three Fountains" established by the Courtyards of Three Fountains Association, Inc., a Texas non-profit corporation (the "Association") for the installation of satellite dish antennas at Courtyards of Three Fountains. With regard to such Rules, I agree as follows:

1. That I will comply with and abide by such Rules.
2. That I understand and agree that I have or will install and operate the satellite dish and /or antenna at my own risk, and that I will be liable for any injury, damage, or loss to persons or property caused by or resulting from the installation, operation, and removal of my satellite dish and/or antenna, and that I will be responsible for, and agree to reimburse the Association or any other person for any personal injury or damage occurring to the Association, residents of Courtyards of Three Fountains, personnel of the Association, common property, or other residents' property. In such regard, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Association (and its directors, officers, managers, employees, agents, etc.) from any and all claims, demands, debts, liens, liabilities, costs, expenses, attorneys fees, any causes of action (including claims for contribution and indemnity) suits, judgments and any other damages whatsoever and of any nature which may arise or result from the installation, operation, and removal of the satellite dish and/or antenna.
3. To additionally ensure that I am able to pay damages in the event that the installation, operation, and removal of my satellite dish and/or antenna causes any injury or damage to persons or property, I acknowledge and agree to purchase and maintain liability insurance for as long as I have my satellite dish and/or antenna at the property and provide proof to the Association of such liability insurance.

Owner/Resident: \_\_\_\_\_

Witness: \_\_\_\_\_