

Satellite dish installation governed by federal law

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Q. We are a group of 40 town home units formed as a condominium. Our declaration states that owners must receive the approval of the board of directors to place anything on the common elements. Some, but not all, of our units have balconies or patios that are limited common areas. If owners wanted to install a satellite dish, those without a balcony or patio do not have a place to install them, except on the common elements.

We have heard that Illinois courts have ruled that a board cannot completely deny the use of a satellite dish, but can only restrict where it can be placed. In our case, this would mean somewhere on the common elements. Do we have to allow these ugly dishes to be placed somewhere on our common elements?

A. The installation of a satellite dish is governed by federal law and not Illinois court decisions. Under the Telecommunications Act of 1994, federal regulations state that condominium associations cannot adopt rules that prevent an owner from installing a satellite dish on an area within his or her exclusive use. This law means that a condo board cannot prevent an owner from installing a dish on a balcony or patio that only the owner can use. A recent amendment to federal communications law clarifies that an owner may not install a dish on an area that is part of the general common elements of the association, such as the exterior wall or the roof of a building.

Tenants have the same right to install a dish, even on property they do not own.

The only basis for an association to restrict installation of a dish is to provide a central antenna system that gives owners the same degree of television transmission at a comparable price to satellite dish reception.

Q. The board of directors of our association is confronted with a dilemma. Our association has been contemplating replacing existing signage at the development's entrance. Although not listed as an agenda item before the meeting, the directors presented blueprints, plans and an estimate of \$20,000 by a contractor to replace the signage. After a short discussion at which the board and a few homeowners were present, the new expense was approved.

Can the board approve this expense without a two-thirds vote of the ownership under our declaration?

A. If your association is a condominium, the board can adopt this expense, although unit owners have the right to submit a petition to veto the project. In this case, there are some complications. If the project will result in a special assessment, the board had to give the owners 10 to 30 days' notice of the meeting to adopt the expense. If the project will cause assessments to increase by more than 15 percent, or the cost of the project is more than 5 percent of the annual budget, owners have 14 days in which to submit a petition to challenge the cost.

As a practical matter, this is a significant expense for an item that is not a structural component or relates to the association's operation. The board can expect owners to question this cost when word gets out. To avoid future conflict, the board is better served by sending a letter to the ownership explaining the project and reasons the directors favor the cost.

Q. Our condominium association has recently proposed a rule that would allow the board to

contract for maintenance of limited common elements, such as varnishing doors and staining decks, and then bill these costs back to the owners. I understand that many condominium associations have this power as stated in their declaration.

Our declaration states that unless otherwise decided by the board, the cost of maintenance, repairs, replacements and alterations of limited common elements shall be assessed to the owners, and further at the board's discretion, it may direct owners to arrange for maintenance, repairs and replacement of limited common elements and pay the cost with their own funds. Does this section allow the board to hire a contractor for maintenance of common elements and charge the owners for the cost?

A. Yes. The directors can retain a contractor and charge the owner for limited-common-element repairs. If the board determines that certain limited common elements require maintenance or repair, and the owner refuses to retain a contractor to perform the work, the board can take this step to preserve the appearance of these areas. Your declaration leaves primary responsibility for limited-common-element work to the owner, but does permit the board to step in and hire a contractor if an owner fails to maintain doors or decks.

The Illinois Chapter of the Community Associations Institute will present a seminar on rules and regulations from 7 to 9 p.m. Sept. 21, at the Chicago Marriott Oakbrook. For more information, call the chapter office at 630-307-0659.

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