

COMMUNITY
ASSOCIATIONS
INSTITUTE
ORANGE COUNTY
REGIONAL
CHAPTER

The nation's voice for condominium, cooperative and homeowner associations

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11 April 1996

Office of the Secretary
FCC
Washington, D.C. 20554

DOCKET FILE COPY ORIGINAL

Reference: IB Docket No. 95-59
Preemption of Local Zoning Regulation of Satellite Earth Stations
FCC 96-78

Dear Sir:

At the direction of the Board of Directors of the Orange County Regional Chapter of the Community Associations Institute, we are pleased to submit the attached filing, an original and five copies, on the referenced rule making currently being processed by the FCC.

Please forward the attached to the appropriate parties.

Should additional information be required please contact me at your convenience at the numbers listed below.

Sincerely,

Orange County Regional Chapter of the Community Associations Institute

Ellen Elish
Executive Director

cc: Community Associations Institute, Alexandria, VA.

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11 April 1996

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC

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In the matter of)	
)	
Preemption of Local Zoning Regulations)	IB Docket No. 95-59
of Satellite Earth Stations)	DA 91-577
)	45-DSS-MISC-93
)	FCC 96-78

Introduction

Pursuant to the Further Notice of Proposed Rulemaking released March 11, 1996, in the above captioned proceeding the Orange County [CA] Regional Chapter of the Community Associations Institute, (OCRC/CAI) submits the following Comments in response to the proposed rule as found in Section 25.104(f).

Recommendation

To that end we recommend the following change (in italics) to the proposed rule, Section 25.104(f)

“Section 25.104(f) No restrictive covenant, encumbrance, homeowners association rule, or other nongovernmental restriction shall be enforceable to the extent that it impairs a viewer’s ability to receive video programming services over a satellite antenna less than one meter in diameter located on the viewer’s undivided property interest or exclusive use area”.

Discussion

The OCRC/CAI has been active in providing services and educational guidance to our members which are composed of Community Association Board Members, On and Off site Professional Community Managers, Professional providers such as Attorneys and Accountants, and vendors such as gardeners, roofers, painters, pavers, etc. We wish to continue providing services to our members through our joint experience and educational programs. To that end we have concerns with the proposed rule and have made a recommendation above.

Our primary concern lies with the affect the proposed rule might have on Common Property as we know it under the California Davis Sterling Act, which governs community associations in our state. While several forms of ownership are allowed the primary concern is with condominium ownership.

Condominium owners do not have sole ownership of their roofs and walls. They are common property owned by, or partially by, the rest of the membership of that condominium association. A vast and potentially difficult issue arises should the Federal Government, through the FCC, attempt to overturn community property rights by asserting that, with respect to satellite dish antennas, any owner of an interest in common area has the sole right to place an antenna

anywhere he may please in the common area to guarantee successful satellite TV reception. Many condominium owners also have areas that have been designated exclusive use areas (easements) in the common property such as balconies, atrioms, and yards. Again if reception is possible at all in these areas, and in some units the physical orientation may not allow reception, antennas may be permitted under the same architectural control as above for owners of sole property.

We expect that the marketplace, once they understand the configuration of condominiums and the concerns, not the least of which is maintenance, will provide products in the marketplace that provide a single antenna and individual feeds to the "black boxes" that each unique subscriber needs. As we understand it, the dish antenna provides a broadband signal which contains all channels, and the subscriber "black box" discriminates among them for viewing. Subscribership is determined at that level. The antenna unit may need a broadband amplifier to feed multiple subscribers, but only one amplifier, at the dish antenna would need to be provided. The location and provision for a shared system would be greatly eased by a multiple client system. The providers will certainly enter that market as they begin to understand it. We would certainly use our good offices to educate our condominium association members as to availability and usefulness as the market develops.

We have also contacted our roofing members and have attached correspondence from one of them as to the reality of warranties, both roofing material manufacturer and installer. He has confirmed the ease by which any warranty can be voided, especially if every unit owner is allowed to uniquely install an antenna on common area.

Conclusion

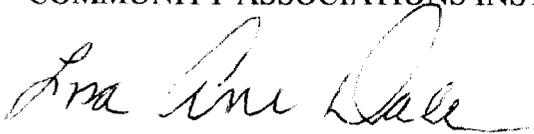
In order to permit satellite dish antennas as universally as possible, but without overturning long established definitions of the various ownership methodologies and their attendant property rights and warranty issues we recommend that:

"Section 25.104(f) No restrictive covenant, encumbrance, homeowners association rule, or other nongovernmental restriction shall be enforceable to the extent that it impairs a viewer's ability to receive video programming services over a satellite antenna less than one meter in diameter located on the viewer's undivided property interest or exclusive use area".

Thank you for permitting our participation in your rule making process.

Sincerely,

ORANGE COUNTY REGIONAL CHAPTER
COMMUNITY ASSOCIATIONS INSTITUTE



Lisa Ann Dale, President

at the Direction of the Board of Directors

PETERSON

April 10, 1996

RE: FOOT TRAFFIC ON ROOFING PRODUCTS

To Whom It May Concern,

The following information is being provided by Peterson Roofing, Inc., a roofing company specializing in single family residential reroofing as well as homeowner association reroofing projects. Peterson Roofing, Inc. is a full service roofing contractor having been in business since 1969. The forthcoming is a general understanding of product warranty and workmanship warranties in relationship to roofing products and roofing installations.

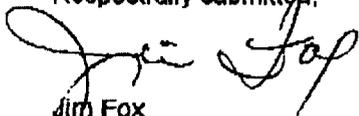
A general statement Peterson Roofing, Inc. would make to the homeowner or association having recently installed a new roof would be to at all cost minimize the amount of foot traffic on your new roofing system. Roofing materials are derived from basic materials such as asphalt, wood, fiber cement, concrete, clay, slate and metal such as aluminum and copper. Even though there are numerous building materials utilized in manufacturing roofing products, the manufacturer and the labor force do share some common recommendations regarding maximizing the life of your roofing system.

With respect to the manufacturer, manufacturers extend warranties to owners of the roofing system with one basic understanding that is uniform throughout the industry. A roof is designed to hold up for its projected life on the pretense that the roof is left undisturbed for the duration of the warranty. Such things as foot traffic, man made damage, acts of God such as hurricanes, earthquakes, tornadoes, etc. would in fact void out the manufacturers warranty. Their perspective is roofing is meant to keep water out of the structure and provide some added esthetic value to the home. It is not designed for excessive foot traffic although some foot traffic may result with respect to having a need for painters, plumbers, Christmas decorations, chimney sweeps and general maintenance on a roofing system. If in fact the product goes in the interim, it is in fact considered a defective product and is covered by the manufacturers warranty.

By comparison, there is always a labor force involved that installs a roof. Should something they installed come undone or result in a leak, then that is where workmanship warranties come into play. On the other hand if man made damage is created such as kicking off a ridge cap or poking a hole in a roofing product, that is no fault of the workmanship or the manufacturer and in turn a need for repairs would not be covered under either product or workmanship warranties and would be billed on an individual basis under the pretense of a service call.

Peterson Roofing, Inc. would like to present this final conclusive comment. If and when ever possible, to maximize the life of your roofing system, we recommend to avoid any undue need to be on your roof.

Respectfully submitted,



Jim Fox
Vice President Residential/Maintenance

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