

**Notice of Intent to Install Satellite Dish**

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

Unit/Home Owners(s) \_\_\_\_\_

Address: \_\_\_\_\_

If rented, tenant's name (Attach copy of owner's written permission) \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Satellite Dish and Size: \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Identify Installation Location: \_\_\_\_\_

Date installation performed: \_\_\_\_\_

Please indicate the method of installation: \_\_\_\_\_

Do you certify that installation will be in compliance with all Association Rules and Regulations, manufacturers' guidelines, and applicable building codes?

Yes? \_\_\_\_\_ No? \_\_\_\_\_

If no, please provide three dates and times during the day when you are available to meet with us to discuss satellite dish installation. At this meeting, you will need to provide information explaining the failure to affirmatively complete the above certification.

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I will comply with all the Association's rules for installing, maintaining, and using antennas. I agree to assume liability for any damage to Association and other owners' property that occurs due to antenna installation, maintenance, and use.

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

## **SATELLITE DISH INSTALLATION RULES**

### **A. Satellite Size and Type**

1. Direct Broadcast Satellite dishes (DBS) and Digital Satellite System dishes (DSS) that are one meter or less in diameter may be installed and set forth herein. Satellite dishes larger than one meter are prohibited.

### **B. Location**

1. Satellite dish installations shall be limited to the:
  - a. floor of the deck or patio, but the satellite dish may not be attached to the deck railing or building siding, nor may any surface of the satellite dish extend beyond the perimeter of the deck or patio, or vertically extend above the railings;
  - b. mulch garden beds surrounding the Owner's home, provided however, that the satellite dish must be concealed with owner provided shrubs or;
  - c. attic for those owners who have an attic immediately above their home.
2. If acceptable quality signals may be received by placing antennas inside a dwelling, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
3. Satellite dishes shall not encroach upon any other owner's property, common elements and/or limited common elements, without prior written approval from the Board of Directors. Any installation on common element or limited element property as set forth herein does not convert the common element or limited common elements to individual property.
4. Satellite dishes shall be located in a place shielded from view from the street or from other lots to the maximum extent possible.
5. Owners are responsible for maintaining the area surrounding the dish.

### **C. Installation**

1. Satellite dishes shall be no larger than a maximum of one meter and not installed any higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so that they do not damage the common areas and/or limited common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common areas or lots.

3. Owners are responsible for all costs associated with satellite dishes, including but not limited to costs to:
  - a. Place (or replace), repair, maintain, and move or remove satellite dishes;
  - b. Repair damage to the common or limited common property, other lots, and any other property damaged by satellite dish installation, maintenance or use;
  - c. Pay medical expenses and related damages incurred by persons injured by satellite dish maintenance, or use;
  - d. Reimburse residents or the Association for damages caused by satellite dish installation, maintenance, or use.
4. Satellite dishes must be secured so that they do not jeopardize the soundness or safety of any other owners' structure or the safety of any person at or near satellite dishes, including damage from wind velocity.

**D. Maintenance**

1. Owners shall not permit their satellite dishes to fall into disrepair or to become safety hazards.
2. Owners shall be responsible for satellite dish maintenance and repair.
3. Owners shall be responsible for repainting and/or replacement of the satellite dish if the exterior surface of the satellite dish deteriorates.
4. In the event a satellite dish is removed, owners shall immediately restore the original installation location to its original condition and be responsible for all costs associated with the restoration.

**E. Safety**

1. Satellite dishes shall be installed and secured in a manner that complies with all applicable township and state laws, codes, regulations, and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws, codes and regulations require a greater separation, satellite dishes shall not be placed within nineteen (19) feet of power lines, and in no event shall satellite dishes be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. In order to prevent electrical and fire damage, satellite dishes shall be permanently and effectively grounded.
4. Adequate foundations and anchorage for satellite dish installations shall be provided to resist two times the calculated

wind uplift, and shall be designed to withstand the pressure of snow and ice.

**F. Number of Satellite Dishes**

1. No more than one satellite dish may be installed on any lot.

**G. Association Maintenance of Location upon Which Satellite Dishes are Installed**

1. If satellite dishes are installed on property for which the Association has a maintenance responsibility, owners retain responsibility for satellite dish maintenance. Owners must not install satellite dishes in a manner that will result in increased maintenance costs for the Association or for other residents. If such increased costs occur, owners are responsible for these costs.
2. If Association maintenance requires satellite dish removal, the Association shall provide owners with ten (10) days written notice. Owners shall be responsible for removing satellite dish before maintenance begins. If owners do not remove satellite dishes by the required time, then the Association may do so, at owner's expense. The Association is not liable for any resulting damage to satellite dishes.

**H. Notification Process**

1. Any owner desiring to install a satellite dish must complete the Notice of Intent to Install a Satellite Dish Form attached hereto, and submit it to the Board of Directors in care of the Management Office. If the installation is routine (conforms to all of the above rules and restrictions), the installation may begin immediately after submission of the Form.
2. If the installation is other than routine for any reason, the owner shall contact the Management Office to schedule a meeting to discuss the installation.

**I. Installation by Tenants**

1. Tenants may install satellite dishes in accordance with these Rules with prior written permission of the homeowner/landlord. A copy of this permission must be furnished with the Notice of Intent to Install a Satellite Dish Form.

**J. Enforcement**

1. If these rules are violated, the Association may pursue all necessary legal action to include an action for declaratory relief with the FCC or any Court of competent jurisdiction. To the

extent permitted by law, a fine of \$50.00 may be imposed by the Association for each violation, and if the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day may be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of these Rules.

2. If a satellite dish installation poses a serious and immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the satellite dish.

**K. Prior Installations**

1. All owners who have installed satellite dishes prior to the enactment of these Rules must comply with these Rules within thirty (30) days of their adoption. Notwithstanding the prior installation of a satellite dish in an approved location, the Notice of Intent to Install a Satellite Dish Form must be completed and returned to the Management Office within thirty (30) days of the adoption of these Rules.