

**APPLICATION FOR ARCHITECTURAL APPROVAL
SATELLITE DISH INSTALLATION**

PLEASE PRINT

OWNER'S NAME: _____ **ACCOUNT #** _____

UNIT ADDRESS: _____ **PHONE #:** _____

I/We would like to request approval to install a satellite dish on the exterior of the building housing my/our unit. I/We certify that, per my satellite company, my unit cannot receive a satellite signal from a free standing dish on my balcony/patio. I/We understand that the attached Satellite Dish rules must be adhered to.

The satellite dish will be installed in the following location (please provide detailed information, i.e. on the fascia above the front door, on the fascia next to the stairway, etc.): _____

I/We understand that the Board of Directors meets monthly and that this application must be submitted to the Management Company at least ten (10) days prior to the scheduled meeting in order to be reviewed/approved at that meeting.

This page must be signed by the owner of the unit, and each page of the attached guidelines must be initialed.

Homeowner Signature: _____ Date: _____

FOR OFFICE USE ONLY:

Approval: _____ Date: _____

RIDERWOOD GARDENS HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS AMENDMENT SATELLITE DISH/ANTENNA INSTALLATION, MAINTENANCE AND USE

A. Satellite Dish Size and Type

For purposes of these Rules, "Satellite Dish" refers to the devices covered by the Federal Communication Commission's (FCC) Over-the-Air Reception Devices (OTARD) Rule. 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 Satellite Dish.

1. Satellite Dish designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS Satellite Dishes *larger* than 39.4 inches (1 meter) are prohibited.
2. Satellite Dishes designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS Satellite Dishes *larger* than 39.4 inches (1 meter) are prohibited.
3. Satellite Dishes designed to receive television broadcast signals, regardless of size.
4. **All other Satellite Dishes (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule are prohibited or subject to the architectural review process.**

B. General Rules

1. Owners may install Satellite Dishes according to the following rules, provided that these rules do not unreasonably delay Satellite Dish installation, maintenance or use; unreasonably increase the cost of Satellite Dish installation, maintenance, or use; or preclude reception of acceptable-quality signals from Satellite Dishes. These rules shall apply in all respects to all Owners, regardless of whether the Owner's family members, tenants or other Unit occupants install the Satellite Dish.
2. Location
 - a. Satellite Dishes shall be installed solely within the Unit or Exclusive Use Common Area Balcony or Patio.

b. Satellite Dishes shall not be installed on any other Unit or Exclusive Use Common Area Balcony or Patio.

c. Except as set forth in these rules, Satellite Dishes shall not be installed on the Common Area.

d. Satellite Dishes shall be located on a freestanding tripod or other stand in the Balcony or Patio and shall be located in a place shielded from view from other Units and the street to the maximum extent possible. If installing the Satellite Dish on a freestanding tripod or other stand in the Balcony or Patio would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Owner may apply to the Architectural Control Committee (ACC) for permission to install the Satellite Dish on the Common Area, as set forth in Article C of these rules. The Association may request an explanation of why the nonconforming location is necessary. This section does not permit installation on Common Area (except as allowed by these rules) even if an acceptable-quality signal cannot be received from a Unit or Exclusive Use Common Area Balcony or Patio.

3. Installation

a. Satellite Dishes shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal. No more than one (1) Satellite Dish providing the same service from the same provider may be installed by an Owner.

b. All installations shall be completed so that they do not materially damage any property in the project or in any way impair the integrity of any building in the project.

c. A Owner is not required to hire a professional installer. However, any installer other than the Owner shall employ qualified personnel to install the Satellite Dish and 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:

i. Contractor's general liability (including completed operations): \$1 million.

ii. The purpose of this regulation is to ensure that Satellite Dishes are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to residents and personnel.

d. Satellite Dishes must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Satellite Dishes, or cause property damage, including damage from wind velocity.

e. Owners are liable for any personal injury or damage occurring to the Common Area, or other Owners' Unit arising from installation, maintenance, or use of a Satellite Dish, and

shall pay the cost to:

- i. Repair damages to the Common Area, other Units and any other property damaged by Satellite Dish installation, maintenance or use;
 - ii. Pay medical expenses incurred by persons injured by Satellite Dish installation, maintenance, or use; and
 - iii. Reimburse Owners, residents or the Association for damages caused by Satellite Dish installation, maintenance, or use.
- f. An Owner installing a Satellite Dish shall indemnify the Association against injury or loss caused by the Satellite Dish.

4. Maintenance

- a. Owners shall not permit their Satellite Dishes to fall into disrepair or to become a safety hazard. Owners shall be responsible for Satellite Dish maintenance, repair, and replacement, and the correction of any safety hazard within thirty (30) days after notification of the need for repair.
- b. If Satellite Dishes detach, Owners shall remove the Satellite Dishes or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove Satellite Dishes at the expense of the Owner.
- c. Owners shall be responsible for Satellite Dish maintenance if the exterior surfaces of the Satellite Dish deteriorate.
- d. If the Owner does not correct a safety hazard within thirty (30) days after notification, the Association may enter onto the property to repair the Satellite Dish. Any repair expense will be charged to the Owner.
- e. If a Satellite Dish is not properly maintained, the Owner shall be responsible for any personal injury or property damage to the Common Area of another Owner's Unit and shall indemnify the Association for any personal injury or property damage.

5. Appearance

- a. Satellite Dishes shall be neutral in color or painted to match the color of the structure or component on which they are installed with the intent of making the items installed as camouflaged as possible.
- b. Satellite Dishes installed on the ground and visible from the Common Area or other

Units must be camouflaged. A Satellite Dish preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Satellite Dish, then the Association may require additional camouflage. If the camouflage will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

c. Exterior Satellite Dish wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

6. Notification Process

a. Any Owner desiring to install a Satellite Dish must complete a notification form and submit it to the Architectural Control Committee, as specified in the Association's Governing Documents, care of the Association's property management office. The installation may then begin immediately. The purpose of the notification process is to allow the Association to provide Satellite Dish installation rules and other information to Owners, to know if a person other than the Owner will be entering the project for Satellite Dish installation, and to determine whether the installation could pose a safety hazard.

b. The Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Owner will be required to relocate the Satellite Dish.

7. Removal. If the Owner or resident is no longer using the Satellite Dish, it must immediately be removed.

C. Installation on Common Area

1. Application to ACC/Approval by Board. If an Owner is unable to install a Satellite Dish on a freestanding tripod or other stand in the Balcony or Patio as required by Article B, Section 2 of these rules, the Owner can submit an application to the ACC for permission to install the Satellite Dish on the Common Area. ***Installation of Satellite Dishes will be limited to the eaves and fascia on the rear of the building.*** No installation of a Satellite Dish on Common Area shall take place until an application has been submitted to the ACC and approved by the Board.

2. No Unauthorized Installation. ***Satellite dishes or antennas shall not be installed on the roof or any other portion of the Common Area at any time.*** If any Owner or resident installs a satellite dish or antenna (including a Satellite Dish) on any portion of the Common Area absent permission of the Board, the Board shall have the right to immediately remove such device and charge the Owner for any costs incurred.

3. Deposit. If the Owner receives approval from the Board to install a Satellite Dish on

Common Area, the Owner shall be required to submit a \$250.00 deposit. The deposit shall be returned upon removal of the Satellite Dish and restoration of the Common Area in a manner acceptable to the Board, upon inspection by the Board. If the Unit sells and the Satellite Dish is not removed, the Owner forfeits the deposit or transfers it to the new Owner.

4. Maintenance. If Satellite Dishes are installed on Common Area, the Owners are responsible to maintain the Satellite Dish. Satellite Dishes must not be installed in a manner that will result in increased maintenance costs for the Association or for other Owners. If increased maintenance or damage occurs, Owners are responsible for all such costs.

5. License, Maintenance and Indemnity Agreement

a. If Owner installs a Satellite Dish on Common Area as set forth in this Article 4, the Owner is required to execute a License, Maintenance and Indemnity Agreement which will be recorded against the Owner's Unit.

b. The purpose of the License, Maintenance and Indemnity Agreement is to ensure that the Owner remains responsible for proper maintenance of the Satellite Dish as well as absolve the Association of liability for damages caused by installation or maintenance of the Satellite Dish.

c. Owners shall be responsible for all costs incurred by the Association to prepare and record the License, Maintenance and Indemnity Agreement.

6. Removal. If the Owner or resident is no longer using the Satellite Dish, it must immediately be removed and the Common Area restored to a condition acceptable to the Association. Owners shall be responsible for all costs relating to restoration of the Common Area. If the Owner/resident fails to remove the Satellite Dish, the Association may cause such removal and charge the Owner for any costs incurred that are in excess of the \$250 deposit.

7. Association Maintenance of Common Area

a. If the Association's maintenance of the Common Area requires the temporary removal of Satellite Dishes, the Association shall provide Owners with ten (10) days' written notice. Owners shall be responsible for removing or relocating Satellite Dishes before maintenance begins and replacing Satellite Dishes afterward. If they are not removed in the required time, then the Association may do so, at the Owners' expense. The Association is not liable for any damage to Satellite Dishes caused by Association removal. The Association is not responsible for reinstalling Satellite Dishes.

b. If Satellite Dishes pose immediate threats to Association Owners and personnel or property, then the Association has the right to remove Satellite Dishes. The Association is not liable for any damage to Satellite Dishes caused by this removal.

E. Safety

Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Satellite Dish installation, Owners must follow the listed safety guidelines:

1. Satellite Dishes shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If a Owner must obtain a permit in compliance with valid safety law or ordinance, then the Owner shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Satellite Dishes are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.
2. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Satellite Dishes shall not be placed within thirty (30) feet of electrical power lines (above-ground or buried) 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 Satellite Dish contact with power lines.
3. Satellite Dishes shall not obstruct access to or exit from any doorway or window of a unit, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other areas necessary for the safe operation of the project. The purpose of this requirement is to ensure the safe ingress or egress of residents and personnel.
4. To prevent electrical and fire damage, Satellite Dishes shall be permanently and effectively grounded.
5. To prevent detachment during a storm, Satellite Dishes shall be installed to withstand wind speeds of seventy (70) mph.

F. Enforcement

1. If Satellite Dish installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.
2. Notwithstanding the foregoing, the Board may utilize any and all enforcement remedies set forth in the Association's governing documents for enforcing violations.