

## **THOMAS CREEK HOMEOWNERS ASSOCIATION SATELLITE DISH GUIDELINES**

*These guidelines apply to all satellite dish installations within Thomas Creek Homeowners Association.*

- 1) A variance request must be submitted to Crofton Associates. Information required includes:
  - a) Exact location & means of properly mounting the dish. Provide sketches. Contractor to confirm reception for selected location prior to submitting request.
  - b) Contractor: address, telephone number & contact person.
  - c) Contractor must provide a Certificate of Insurance for general liability (\$1,000,000) and Workers' Compensation (statutory limits) with Thomas Creek HOA as the named insured.
  - d) Color & dimension of the satellite dish installation. Painting of the dish (to match the structure) may be required if it will not degrade the signal.
- 2) All requests will be reviewed by Thomas Creek's Board of Directors. Response will be provided within 30 days, depending on the date of the next meeting of the Board.
- 3) The cable leading to the inside of the unit to connect the dish shall be internal to the building and shall not be run externally on the side of the building. There shall be no visible wire on the siding.
- 4) The color of the dish shall be as unobtrusive as possible and in as close color harmony with the building as possible.
- 5) All external locations for the installation of the satellite dish shall be properly grounded as determined by the installer.
- 6) Any damage to the structure of common areas caused by the installation of the dish shall be promptly repaired at the owner's expense.
- 7) Lightning strike damage to the dish and associated mounting shall be the responsibility of the homeowner.
- 8) All satellite dish repairs, roof, siding or chimney leaks/problems or any other problem associated with or caused by the installation of the satellite dish or its associated mounting shall be the responsibility of the homeowner.
- 9) If installed on property maintained by the Association, and any maintenance requires temporary removal of the dish, the owner will be responsible for the removal and reinstallation of the dish. If the owner does not remove the dish, the Association may do so at the owner's expense. The Association is not liable for any damage to the dish caused by the removal.
- 10) Any installation shall comply with all town and state regulations and codes.
- 11) Any permanent removal of a dish installation requires restoration of the location to its original condition by the homeowner.

### **Approved Satellite Dish Locations**

- 1) The preferred location is inside the homeowner's unit (line of sight, as through a window). If the installer determines that this location is possible, the Association will not permit exterior installations.
- 2) If Location 1 is not possible, as determined by the installer, the next approved location is within the concrete area of the patio. The height of the dish cannot exceed the height of the fence in the patio area.
- 3) If Locations 1 and 2 are not possible, the next approved location is on the chimney of the particular unit. A mast may be required for mounting, which cannot exceed 10 feet. The mounting for the chimney installation and associated mast must be approved by the Thomas Creek Board of Directors.

### **Prohibited Satellite Dish Locations**

No satellite dish shall be mounted to the siding, soffit or trim of an individual unit.

No satellite dish will be permitted in any common area.

No satellite dish will be permitted on the roof.

# Thomas Creek Homeowners Association

## Satellite Dish Disclaimer

I, \_\_\_\_\_

residing at \_\_\_\_\_

have contracted for the installation of a satellite dish on my property within Thomas Creek Homeowners Association. In doing so, I understand and agree that any service required (e.g. roofing), or damage, unforeseen damage or personal injury caused not only during installation, but also any such time it is on property, is my responsibility as Homeowner of said property. Thomas Creek Homeowners Association is in no way responsible for any maintenance, service, or warranty on this satellite dish, or any damage caused by the satellite dish at the property listed above, or any property damaged by said satellite dish.

If at any time the property listed above is sold or transferred, the new owner will assume responsibility for the satellite dish as set forth in this agreement. If the new owner does not wish to retain the dish, the seller shall be responsible for its removal, and restoration of the installation area, per the Satellite Dish Guidelines.

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Signature of Owner \_\_\_\_\_

Date \_\_\_\_\_