



MUIRFIELD DESIGN CONTROL COMMITTEE
Installation of Satellite Dish/Antenna on
Individually-Owned Property and Waiver Agreement

Date: \_\_\_\_\_ Lot #: \_\_\_\_\_ Phase # \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Dish: \_\_\_\_\_ Direct broadcast satellite Diameter in inches \_\_\_\_\_
\_\_\_\_\_ Television broadcast
\_\_\_\_\_ Multipoint distribution service

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

Identify Installation Location (Describe in detail) \_\_\_\_\_

Drawing indicating location must be attached to this form when submitted.

Type and extent of landscaping/screening to be used to shield dish from view: \_\_\_\_\_

Will the installation be in compliance with all Association guidelines which include manufacturers' guidelines and applicable building codes? Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please contact the Association to schedule a meeting with the Design Control Committee to discuss dish installation. At this meeting, you will need to provide information supporting the necessity for non-routine installation.

The following information is pertinent and submitted for review:

- A drawing of the elevation(s) where the dish will be installed
Photos of the area where the proposed installation will take place
Design Review fee payment of \$20.00
Expected date of Installation \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**MUIRFIELD DESIGN CONTROL COMMITTEE**

**WAIVER and RELEASE**

I/we, the owner(s)/resident(s) of the above indicated Home, shall comply with all of the Association's guidelines and rules for installing, maintaining, using, and removing dish(es) and any structures, fixtures or screening materials associated with the dish(es). I/we assume liability for any damage to my/our Home or Lot and/or to any Association and other owners' property that occurs due to dish installation, maintenance, use, or removal. I/we shall indemnify, defend, and hold the Association, its Board members, Design Control Committee members, managing agent, administrative staff, and homeowners, and their successors, heirs, and assigns, harmless from any and all liability for any damage, loss, or injury, including death, caused by, related to, or that may arise from the installation, maintenance, use or removal of the dish(es), and for any and all damage to or loss of the dish(es) and any structures, fixtures or screening materials associated with the dish(es), that I/we may sustain or incur from whatever source or cause.

I/We agree to pay for all costs associated with the installation, maintenance, use, or removal of the dish(es). Such costs include, but are not limited to any and all expenses incurred for moving the dish(es) on a temporary basis to enable the Association to maintain all common areas for which it is responsible.

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

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

## **MUIRFIELD DESIGN CONTROL COMMITTEE SATELLITE DISH INSTALLATION RULES AND REGULATIONS**

1. **ACCEPTABLE SATELLITE DISHES** - One direct broadcast satellite ("DBS") and one multipoint distribution service ("MDS") one meter (approximately 39") in diameter or less, and one antenna designed to receive television broadcast signals (collectively referred to as "dish(es)"), per house, are permitted. Additional dishes may not be installed unless the owner establishes a specific need for such dishes reasonably acceptable to the Design Control Committee. Dishes shall be no larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

2. **LOCATION OF INSTALLATION** - All dishes must be installed indoors unless acceptable quality signals cannot be received. If it is necessary to install outdoors, the dish must be installed behind the house or in another location that ensures the entire dish is not visible from the street and homes. If an acceptable quality signal cannot be received in a location not visible from the street, the dish shall be installed in such location providing an acceptable quality signal and the maximum protection against visibility from the street and neighboring homes as is reasonably possible. In the event an acceptable quality signal cannot be received in a location not visible from the street, the preferred installation locations are as follows:

- In a buildable area of the lot, at least 20' from any neighboring lot lines with screening
- As close as possible to the house incorporated into landscaping.
- On a low roof or attached to house as discretely as possible at the rear of the house and below the ridgeline of the house.

### 3. **INSTALLATION OF SATELLITE DISHES**

- A. All dishes must be installed in compliance with local building and safety codes, in accordance with the manufacturer's instructions.
- B. All installations shall take aesthetic considerations into account. There shall be a minimum of exposed wiring on the exterior of the house. Any portion of the dish(es), mast(s), and wiring that are visible from the street or a neighboring house or lot shall be painted to match the color of the structure they are adjacent to or attached to unless otherwise camouflaged, shielded, or screened as provided for in Paragraph 3.c.
- C. Dishes must be camouflaged, screened, and/or shielded by landscaping or other objects, such as imitation rocks, as approved or instructed by the Muirfield Design Control Committee, to prevent view of the dish(es) from the street and from other houses and lots to the maximum extent possible.

### 4. **MAINTENANCE**

- A. Dish owners are exclusively responsible: for all maintenance costs including, but not limited to, costs to replace, repair, maintain, move (either on a temporary or permanent basis when necessary in conjunction with the Association's maintenance of those portions of the exterior of the home or lot for which it is responsible), or remove dishes or any related materials, including screening materials, structures, or other items associated or appurtenant to the dishes; for the repair of all damage to any portion of the property (including, but not limited to, the exterior of the home) caused by the installation, maintenance, or removal of dishes (including, without limitation, excessive wear and tear to any portion of the property as solely determined by the Design Control Committee); and, to pay any medical expenses or other damages or losses for any person's injuries caused by installation, maintenance (or lack thereof), or removal of the dishes.

- B. Owners have 72 hours to remove or repair a dish if it becomes detached from its installation base. The Association may remove the dish at the owner's expense after 72 hours, or at anytime if the detachment threatens safety of persons or property.

5. **NOTIFICATION and WAIVER** - The attached notification and waiver along with a drawing of the proposed dish installation location, height, and screening materials must be submitted to the Design Control Committee prior to any installation.

6. **SEVERABILITY** - If any of the foregoing guidelines and rules or provisions are declared void, such provision shall be deemed severed from these guidelines and rules which shall otherwise remain in full force and effect.

**NOTE:** The above guidelines are intended to be flexible to provide the Design Control Committee with the ability to address any circumstances that may arise in connection with a request to install a satellite dish. All decisions by the Design Control Committee will be documented and maintained in the Association's meeting minutes records, including any extenuating or unique factors involved in the decision making process. As with any Design Control Committee promulgated Design Guideline, the Design Control Committee reserves the right to add to, delete, modify or otherwise amend the above guidelines as it deems necessary for the health, safety, and comfort of all residents.

If you have any questions, please contact the Association office, 614-889-0922.