



# Satellite Dish Request Form

FOR INSTALLING ONE SATELLITE DISH.

## THE FEDERAL COMMUNICATION COMMISSION:

Excerpt from FACT SHEET, August 1996 (<http://www.ccfj.net/FCCLaw.htm>)

*(Placement of Direct Broadcast Satellite, Multichannel Multipoint Distribution Service, and Television Broadcast Antennas)*

As directed by Congress in the Telecommunications Act of 1996, the Federal Communications Commission has adopted rules concerning restrictions on viewer's ability to receive video programming signals from direct broadcast satellites (DBS), multichannel multipoint distribution (wireless cable) providers (MMDS), and television broadcast stations (TVBS).

The new rule prohibits restrictions that impair the installation, maintenance or use of antennas used to receive video programming. These antennas include DBS satellite dishes that are less than one meter (39") in diameter (larger in Alaska), TV antennas, and antennas used to receive MMDS. The rule prohibits most restrictions that: (1) unreasonably delay or prevent installation, maintenance or use, (2) unreasonably increase the cost of installation, maintenance or use, or (3) preclude reception of an acceptable quality signal. This rule means that, in most circumstances, viewers will be able to install, use and maintain an antenna on their property if they directly own the property on which the antenna will be located.

Essentially, the FCC Rules permit installation of a satellite dish on **directly owned property** of a unit owner who is a member of a homeowner association.

## THE FORM:

***Request Forms must be initiated by owners only; tenants cannot request unit alterations.***

Use this form if you would like to install a satellite dish antenna necessary for service to your unit. Some restrictions are enumerated below.

After reading the Terms, Conditions and Specifications below, please press the **Tab** key to enter the date in the box provided at the bottom of page 1. **Tab** to page 2. Please **Tab** to fill in all information pertinent to this project. You may also return to any fill-in field to correct any mistakes. When you have completed both pages of the form, please print the form. After printing please sign both pages 1 and 2 then submit them to the Board at address on the bottom of page two of the form.

## TERMS, CONDITIONS & SPECIFICATIONS:

A satellite dish may not be installed anywhere on Common area property; enumerated in our Amended And Restated Declaration that is available on the web site. Additionally:

1. Owner agrees that a unit owner and a member CHECA's home owners association (HOA), is permitted to install a satellite dish that complies with the FCC Fact sheet above, to his **directly owned property**.
2. Owner agrees that CHECA is not obligated to provide an alternate location should any satellite dish be unable to receive a signal.
3. Owner agrees to remove any non-operational dish as soon as it becomes non-operational.
4. Owner agrees that trees and vegetation in the Common area may not be modified in any way to accommodate signal reception for an individual unit. If there is an obstruction to signal reception, the unit owner may request that the BOD review the impediment to determine if it can reasonably be alleviated.
5. Owner agrees that CHECA is not liable for any damage to dish installations from falling tree limbs, snow, ice, or any other objects including damage as a result of maintaining of the Common area.
6. Owner agrees that damage caused to a dish installation by an adjoining unit owner/occupant is considered a private contention between unit owners and will not be mediated by CHECA.
7. Owner agrees to pay a \$100 Security Deposit to insure that the satellite dish is properly removed before ownership of the unit is transferred to a new entity. Owner agrees that if the dish is not removed before transfer, to the satisfaction of the BOD, the owner will forfeit the Security Deposit, otherwise it will be returned.
8. Owner agrees that if a contractor is used to install the satellite dish, the contractor must provide a Certificate of Liability Insurance, naming CHECA as Certificate holder, and provides for liability and workman's compensation insurance coverage.

Remit both pages of the executed form along with your Security Deposit and if a contractor is involved in the installation, their Certificate of Liability Insurance must also be sent to the property manager. You cannot install the satellite dish until the form has been approved.

Signature: \_\_\_\_\_

Date:

COUNTRY HILL ESTATES

UNIT INFORMATION:

Unit Street Address:

Owners Name:

E-mail:

Phone:

Cell:

CONTRACTOR & PROJECT INFORMATION:

Name and/or Company:

Phone:

Enter a brief description of the installation method and location of the dish on your Unit. (You must attach a drawing)

[Empty box for description and drawing]

As acknowledged by my signature at the bottom of pages 1 & 2, I agree to comply with all of the terms, conditions, specifications and requirements, (City, State and CHECA), set forth above. I will be responsible, at my sole cost and expense, for the installation, removal, upkeep, maintenance and component replacement of the satellite dish.

Additionally, I will assume all liability for any personal injury and/or property damage to CHECA Common and/or Limited Common areas that occurs due to the installation of the satellite dish. I further agree to cure any damage to the Common and/or Limited Common areas resulting from the installation.

I recognize that if a contractor installs my satellite dish, they must provide a Certificate of Insurance, naming CHECA as the certificate holder that provides for liability and workman's compensation insurance coverage.

Signature: \_\_\_\_\_

Date:

Office Use Only

Submit to:  
Resolution Property Management, LLC  
7 Bernards Rd.  
Merrimack, NH 03054-2782

Board Approval Date: \_\_\_\_\_ For the Board

By: \_\_\_\_\_