

**DEVONSHIRE HOMEOWNERS ASSOCIATION
SATELLITE DISH VARIANCE ADDENDUM**

These guidelines apply to all satellite dish installations. This Addendum shall be signed and submitted with the variance request. The Board of Directors shall review all requests. Depending on the monthly board meeting, responses will be provided within 30 days. The variance for installation of the dish applies only to the submitting owner of the unit. The dish shall be removed upon sale of the unit by a licensed, insured contractor at the seller's expense unless the seller provides the board with the written consent from the new owner accepting the obligations and responsibilities.

The homeowner shall provide the location by a means of a sketch or picture. The type of mounting bracket to be used, the company name, address, telephone number, and contact person. The homeowner shall request and provide written confirmation that a signal can be obtained at the selected location.

1. The preferred location is on the non-street facing side of the roof whenever possible. If the dish company is unable to obtain a signal from that location, the homeowner will need to re-submit a new variance documenting the alternative location. The new variance will be submitted to the Board of Directors for review/approval of an alternative location.
2. The homeowner shall install no more than one satellite dish, the size of which shall not exceed 18". The dish shall be properly grounded, and the external cable shall be neatly installed and hidden from view as much as possible. The installation shall comply with federal, state and town regulations and codes. The dish shall be installed by a professional satellite dish installer and/or company. Homeowner shall obtain a copy of the installer's liability insurance.
3. The homeowner shall be responsible for any damage caused to the structure or common area during installation or removal of the dish. The homeowner shall also be responsible for any damaged caused by the dish to the property or a person. For example, if a windstorm tears off the dish and the dish damages the structure of common area, the homeowner shall be liable; this includes lightning strikes.
4. The homeowner shall be responsible for repairs or problems to the mounted dish location caused by installation, mounting or removal of the satellite dish. At no time shall a homeowner climb on or atop the exterior of their units.
5. If the installed dish is on any part of the structure maintained by the Association and maintenance is required to the area, the homeowner shall be responsible for removal and re-installation of the dish. If the homeowner does not remove the dish, the Association may do so at the homeowner's expense. The Association shall not be liable for any damage or re-installation of the dish.
6. Permanent removal of the dish requires restoration of the location to its original condition by the homeowner at their expense. Some locations may require restoration at the homeowner's expense by the Association's designated contractor, when structure warranties are involved.
7. The homeowner shall indemnify and hold the Devonshire Homeowners Association harmless for injury or damage caused by the dish at installation, removal, replacement and throughout the duration of the dish's installation.

Satellite Dish Contractor & Contact Name _____

Address _____ Telephone _____

Preferred Location is _____

I have included a sketch or picture of the location _____

I have included a copy of the satellite dish company's confirmation that a signal can be obtained at this location _____

I hereby agree to abide by the terms and conditions of this addendum.

Homeowner Signature

Address

Date

Board of Directors

Date