

MARIPOSA OF MISSION PACIFIC PROPERTY OWNERS ASSOCIATION

Architectural Guidelines for Installation of Antennas and Satellite Dishes

Property Owners may install antennas/satellite dishes as outlined below, only in the manner outlined and must sign a Maintenance & Indemnity Agreement prior to the installation. Only antennas/satellite dishes designed for customary television and radio broadcast reception are allowed.

Antenna Size & Type

1. Only Direct Broadcast Satellite (DBS) Dishes or Multipoint Distribution Systems (MDS) that are one meter (39") or less in diameter may be installed. Antennas/satellite dishes larger than one meter are prohibited.
2. Installation of transmission-only antennas are prohibited unless approved by the Board.
3. All antennas/satellite dishes not covered by the FCC are prohibited.

Installation Restrictions

1. Antennas/satellite dishes shall be installed solely on individually-owned property as designated in the Covenants, Conditions & Restrictions.
2. Antennas/satellite dishes shall not encroach on common areas or any other owner's property, unless specifically indicated below.
3. Antennas/satellite dishes shall be located in a place shielded from view (not to be offensive) from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal may not be received.
4. Antennas/satellite dishes shall be installed no higher than is absolutely necessary for reception of an acceptable-quality signal.
5. All installations shall be completed so that they do not damage the common areas of the Association or the lot of any other resident, or void any warranties of the Association or other owners, or in any way impair the integrity of buildings on common areas or lots.
6. Property owners are responsible for all costs associated with the antenna/satellite dish, including but not limited to costs of:
 - A. Place (or replace), repair, maintain, and move or remove antennas/satellite dishes;
 - B. Repair damage(s) to the common property, other lots, and any other property damaged by antenna/satellite dish installation, maintenance or use;
 - C. Pay medical expenses incurred by persons injured by antenna maintenance, or use;
 - D. Reimburse residents or the Association for damage(s) caused by antenna/satellite dish installation, maintenance, or use.
7. Antennas/satellite dishes must be secured so that they do not jeopardize the soundness or safety of any other owner's structure or the safety of any person, including damage from wind velocity based upon a unique location.
8. Installation cannot adversely affect the integrity of the building structure or stucco.
9. **A clear sealant must be applied to all openings in the stucco as necessary to prevent moisture intrusion.**

Installation Location Options

1. **PREFERRED LOCATION**: Antennas/satellite dishes may be installed on the side wall of the upper floor on the back (garage/driveway side) of the building. The cables must enter the unit directly behind the dish so the dish is shielding the cables. No antennas/satellite dishes may be installed on the front of the building (front door side). If a signal cannot be received from the back of the building see number 2, chimney installation.
2. Antennas/satellite dishes may be installed on the chimney in the following manner:
 - A. Antennas/satellite dishes should be attached directly to the side of the chimney in a location that is the least visible to neighbors (both vertically & which side of the chimney)
 - B. All wiring must either enter directly into the chimney box at the dish location to the attic or must be run the shortest distance down the roof line and directly under the eave and into the unit's attic. Any visible cables must be painted to match surrounding surfaces.
3. Antennas/satellite dishes may be installed on the patio as long as they do not extend above the patio cap (**cannot** be visible from outside the patio). This is a last resort location.

Safety

1. Antennas/satellite dishes shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and manufacturer's instructions. The owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Unless the above-cited laws and regulations require a greater separation, antennas/satellite dishes shall not be placed within 10 feet of power lines (above-ground or buried) and in no event shall antennas/satellite dishes be placed where they may come into contact with any electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.
3. All installations must comply with all applicable city and state codes.
4. In order to prevent electrical and fire damage, antennas/satellite dishes shall be permanently and effectively grounded.
5. Antennas/satellite dishes are required to withstand winds of 50 mph.

Camouflaging.

1. Antenna masts and any visible antennas/satellite dish wiring must be painted to match the color of the structure to which it is attached (e.g., roof installation would need to be painted to match stucco and/or brown to match the chimney cap).
2. Satellite dish cables must enter the unit as immediately as possible.
3. Cables **cannot** be visible on the exterior of the structure.

Antenna/Satellite Dish/Unit Maintenance

1. Property owners shall not permit their antennas/satellite dishes to fall into disrepair or to become safety hazards.
2. Property owners shall be responsible for all antenna/satellite dishes maintenance and repair and any maintenance and repair of their unit or the common area that is a direct result of the antenna/satellite dish.
3. Property owners shall be responsible for repainting or replacement if the exterior surface of antennas/satellite dishes deteriorates.

Association Maintenance of Locations where Antennas/Satellite Dishes are Installed

1. Property owners must not install antennas/satellite dishes in a manner that will result in increased maintenance costs for the Association or other residents. If any damage occurs and/or any additional maintenance is required, the owner is responsible for any/all costs.
2. If maintenance requires antenna/satellite dish removal, the Association shall provide owners with 10 days written notice. Property owners shall be responsible for removing antennas/satellite dishes before maintenance begins. If owners do not remove antennas/satellite dishes by the required time, then the Association may do so at the owner's expense. The Association is not liable for any resulting damage to antennas/satellite dishes.

Association Notification Process.

1. Any property owner desiring to install an antenna/satellite dish **must** complete an architectural change request form with installation specifications and submit it to the Board of Directors in care of the management company.
2. If the installation is other than routine for any reason, the owner and a qualified member of the Association management team (property manager or Board member) must establish a mutually convenient time to meet to discuss the installation plan/methods.
3. **Approval by the Board is required prior to installation.**

Tenants

1. Tenants (renters) may **not** install antennas/satellite dishes. Their landlord (the property owners) **must** follow the guidelines outlined here and obtain written approval (a signed architectural change request form) on their tenant's behalf.

Enforcement

1. If these rules/guidelines are violated, the Association may bring action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court of FCC determines that the Association's rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
2. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation.