

**Application for Satellite Dish Installation**

Name of Owner/Applicant	Address
Home Phone	Cell Phone

**Description of Satellite Dish/Antenna:** Attach two copies of a drawing showing the proposed location of the dish to assist the Architectural Control Committee to determine the location least obtrusive to the surrounding neighborhood.

**Suggest Date/Time for Satellite Dish Siting:** \_\_\_\_\_

**The Owner/Applicant understands and agrees to the following guidelines:**

1. The term 'Satellite Dish' as used within these guidelines shall include all direct broadcast satellite dishes, wireless cable equipment and television or other aerial, antenna, dish, tower, or other transmitting structure. Absolutely NO satellite dish of any nature will be acceptable on the exterior of the units or lots anywhere within Emery Bay Village unless the satellite dish has a diameter or diagonal measurement of 39.6 inches or less (herein "conforming satellite dish").
2. Installation shall be by a qualified person, knowledgeable about the proper installation of satellite dishes and antennas.
3. Installation shall be in accordance with applicable building, fire, electrical and related codes. A building permit shall be obtained if required by the City of Emeryville.
4. Wiring or cable shall be installed in the location least obtrusive to the surrounding neighborhood (i.e. adjacent units, street, common areas, etc.) and to blend with the material to which it is attached.
5. Satellite dish, antenna, mast and/or visible wiring shall be painted so as to blend in with the siting.
6. As specified in the attached drawing, all cabling is to run on the inside of the wall or in the interior of the residence. No cabling is to run on the exterior of the siding. C/D/E units have similar mounting positions. Only A/B units have a lower box and conduit installed on the exterior of the building for installation.
7. Unless reception cannot be received at any other location, no satellite dish shall extend above any wall, fence or railing.
8. Subject to the direction of the Association's Board of Directors or the Architectural Control Committee, the Association may require Owner/Applicant at the Owner's expense to screen or plant landscaping which should not unreasonably increase the cost of installation, maintenance or use of the satellite dish.
9. Owner/Applicant shall be responsible for the maintenance, repair and replacement of any satellite dish installation and shall be required to repair it if for any reason the exterior surface of the antenna becomes worn or deteriorated.
10. Owner/Applicant shall be responsible for any damage to any and all real or personal property or for any injury resulting from the installation of the satellite dish and/or its continued use or maintenance.
11. Owner/Applicant understands that no modifications shall be made to any common area landscaping for any reason.
12. I have read the above guidelines and have furnished copies to the contractor engaged by me for this installation
13. I agree to comply with the above guidelines. I also understand that it is my responsibility to ensure that my contractor also complies with the above guidelines.

14. I agree that it is my responsibility to secure a proper building permit if required by the City of Emeryville.
15. I agree to indemnify for myself, my successors and assign, and to hold the Association, its members, successors, assigns, officers, directors, agent, employees, and property managers harmless from all claims, demands or liabilities arising out of or in connection with this agreement of the installation of the above satellite dish, as well as the continued maintenance thereof, whether such claims, demands or liabilities are caused by me, my agents or employees, tenants, third part invitees, vendors or caused by the satellite dish installed on my lot or unit, excepting only such injury or injury or harm as may be caused solely and exclusively by the Association's gross negligence. This indemnification shall extend to claims, demands or liabilities for personal injuries and/or property damage occurring during or after the installation of the satellite dish.
16. I understand and agree that the Association's guidelines require that I will site the satellite dish in a least obtrusive location to the surrounding neighborhood provided however that such location must (1) allow reception of a signal of acceptable quality (2) be approved by the Association.
17. I understand that as part of the satellite dish installation, I am required to complete the requirements to screen and/or camouflage the satellite dish. (Note: Any special requirements shall be determined by the Architectural Control Committee at the time and date agreed upon for the siting of the satellite dish.)
18. I understand that the device must be removed prior to the sale of the unit unless the subsequent owner makes an acceptable application to the Association.

This Application and Agreement shall be signed by all Owners of the property and shall include two copies of the drawing of the site showing the proposed location of the satellite dish in relationship to the surrounding neighborhood.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

Date of receipt of Application: \_\_\_\_\_ By: \_\_\_\_\_

Date of Siting: \_\_\_\_\_

The Association/Architectural Control Committee and Applicant have agreed to the siting of this satellite dish as on the attached drawing.

Additional Requirements (From 15. above)

\_\_\_\_\_  
\_\_\_\_\_

Approved by: \_\_\_\_\_ Emery Bay Village HOA Date: \_\_\_\_\_

Permit Verified Yes/No by: \_\_\_\_\_ Date: \_\_\_\_\_

Final Inspection by: \_\_\_\_\_ Date: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_