

**CAPITOLA KNOLLS HOMEOWNERS ASSOCIATION  
Satellite Dish Installation Request**

***Please complete and return to:*** Capitola Knolls, c/o Shoreline Property Management, 1100 Water St. Suite 1A, Santa Cruz, CA 95062

\* Name of Owner(s): \_\_\_\_\_

\* Unit Address: \_\_\_\_\_

\* Telephone Numbers: (H) \_\_\_\_\_ (W) \_\_\_\_\_

Applicant agrees and understands that the application does not fulfill all of the conditions and requirements for an approval. In addition to this completed "Satellite Dish Request" form, **the applicant must agree he/she has read and accepts the terms and conditions of the attached Exhibit A "Satellite Dish Antennas and Cable Wiring Policy"** and that the requested installation meets all the requirements therein.

The Architectural Committee may require additional information, as it deems necessary prior to approval. Until all information is submitted to the committee, the application will be deemed to be incomplete and the application will stand disapproved.

\* Description of Proposed Work: \_\_\_\_\_  
*(Use additional sheets, if necessary)*

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Applicant further agrees and understands that in the event that the Committee approves the modification, that they may impose "Special Conditions" of construction and maintenance on the approved work. Any special conditions shall be attached and be part of the approval. Any deviation from the approved plans, specifications or special conditions shall cause the approval to be rescinded and become null and void. Applicant agrees and understands that failure to conform to these requirements will be automatic authorization by the applicant to have the work brought into conformance with approved plans, specifications and special conditions. Applicant further agrees and understands that all costs incurred by the Association as a result of bringing said work into compliance shall be a charge against the owner's lot. Such costs shall include costs of construction, reconstruction, administration, fees, attorney fees and reasonable court costs, if incurred. It is also agreed that no work will be initiated which will 1) be a violation of any of the provisions of the Association's Declaration of Covenants, Conditions and Restrictions or any applicable building code, 2) be an annoyance to the residents or 3) increase the cost of insurance.

It is further agreed that in the event the request is approved, all maintenance repair or replacement of the approved item will be the sole responsibility of the unit owner and further that any expense incurred by the Association that is the direct or indirect result of the approved change shall also be the sole responsibility of the unit owner. All work should be initiated with consideration of the grounds, esthetics, time and noise factors.

Owner agrees that this request, if approved, shall be a covenant running with the land as it relates to Owner's Lot/Unit and shall bind and be a charge on Owner's Lot/Unit and to his/her successors or assigns. This covenant shall be binding on all parties and all persons claiming under it.

\* **REQUIRED**  
(Satellite Dish Installation Request)

- \* **Describe proposed dish location:** Include dimensioned drawings as necessary

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\* Attach any pertinent documents that will further describe the modification:

Name of Contractor: \_\_\_\_\_

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

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

Contractor's License number (if applicable): \_\_\_\_\_

A Certificate of Insurance may be required by the Association from the contractor before commencement of work.

\* \_\_\_\_\_  
Homeowner(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

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Association Approved \_\_\_\_\_ Date \_\_\_\_\_ Association Denied \_\_\_\_\_ Date \_\_\_\_\_

Conditions, if any: \_\_\_\_\_

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**\* REQUIRED**

**EXHIBIT A**  
**SATELLITE DISH ANTENNAS AND CABLE WIRING POLICY:**

This document sets forth the Capitola Knolls Homeowner policies for the installation and maintenance of satellite dishes, MMDS antennas, television antennas, fixed wireless signals, e.g. high speed Internet and cable TV wiring within the Association condominium project, pursuant to Section 207 of the federal Telecommunications Act of 1996, where applicable, and the Homeowner's CC&R's.

**A. Definitions:**

All capitalized terms that are not otherwise defined in these Guidelines shall have the meanings ascribed in the CC&R's.

**B. Notification:**

Before installing a satellite dish or wireless cable antenna system "Antenna" or wiring, Owners are required, **using the "Satellite Dish Antennas and Cable Wiring Installation Request"** to notify the Association of their intent. Owners are encouraged to work with the Association and its Board to determine suitable locations for the Antenna and associated wiring. Locations selected shall be the least obtrusive possible. The Association processes will be carried out without unnecessarily delaying the installation, unreasonably increasing the cost of its installation, or preventing the Owner from obtaining an acceptable quality signal.

**C. Antenna Type and Size**

For the purposes of these Guidelines, the term "Antenna" includes any direct broadcast system (DBS) satellite dish or wireless cable antenna system (MDS or MMDS) or antenna designed to receive and/or transmit data services, including Internet access and any component of or addition to such antenna, including, without limitation, poles, masts, brackets, cables, or wiring. These Guidelines apply to DBS, MDS and MMDS antennas that are one (1) meter (39.37") or less in diameter or diagonal measurement. **Larger antennas are not permitted.**

**D. Location:**

**Under no circumstances will antennas be installed on or attached to any Common Area, including roofs, building siding, deck rails or landscape areas. Antennas may only be installed within the physical boundaries of a unit's Exclusive Use Common Area as defined in the CC&R's. Owners are responsible for arranging a meeting between their installer and an Association management Representative prior to any installation.**

Homeowner's acceptance: \_\_\_\_\_

(Capitola Knolls Satellite Dish Policy dated. 1/17/09)

**E. Installation:**

Antennas may only be installed within the physical boundaries of the condominium’s Exclusive Use area, which is either a patio or a balcony. To the maximum extent possible, Antennas should be installed where they are shielded from view from other Units or the Common Area. Installation must be in accordance with all applicable building, fire, and electrical and related codes. All installations shall be in accordance with the manufacturer's installation specifications. To the maximum extent possible, wiring or cabling must be installed so as to be minimally visible and should blend into the material to which it is mounted or placed. The architectural Committee of the Board must preauthorize any penetration in the exterior walls of a building. Where not unreasonable based on cost or signal impairment to do so, the Antenna should be painted to blend into the background to which it is mounted or placed, and masts should be painted to match the Antenna mounted on it.

**F. Maintenance, Repair and Removal:**

The Owner shall be responsible, at the Owner's sole expense, for the maintenance of any Antenna. In the event the Owner removes the Antenna (and does not reinstall the Antenna), the Owner shall, at his or her sole expense, promptly restore the surrounding area to its original condition.

When the Association finds it necessary to maintain, repair, or replace the area where the Antenna is installed it shall be the Owner's responsibility to remove the Antenna. Except in emergency situations, the Association shall notify the Owner at least five (5) working days in advance of the need to remove the Antenna. The cost of removing and replacing the Antenna shall be the responsibility of the Owner. Should an Owner fail to remove the Antenna upon the Association's request, the Association may enter the Owner exclusive use area at reasonable hours with at least five (5) working days advance notice and remove the Antenna. The Association shall not be responsible for any damage to the Antenna or loss of the Owner's video signal incurred in removing the Antenna. If the Association must remove the Antenna, the Association may charge the costs to the Owner and may levy a Reimbursement Assessment against the Owner as provided in the CC&R’s to reimburse the Association for costs incurred in removing the Antenna, after giving the Owner notice and an opportunity for a hearing in accordance with the Association's governing documents. If the Association must remove the Antenna, the Association shall not be responsible for replacing it.

**G. Liability of Owners for Damage:**

Owners are reminded that under the CC&R’s, the Association is responsible for maintenance, repair, replacement, management, operation, painting and upkeep of Common Area and Improvements thereon (see Article VIII, Sec. 8.01 of the CC&R’s). However, that responsibility does not extend to maintenance or repairs arising out of or caused by the willful or negligent act of an Owner or his or her guests, tenants or invitees; rather, the Owner is responsible for such maintenance or repairs.

Homeowner’s acceptance: \_\_\_\_\_

(Capitola Knolls Satellite Dish Policy dated 1/17/09)