

ARCHITECTURAL REVIEW COMMITTEE
Southern Creek Homeowners association

Standards and Guidelines:
Satellite Dishes and Antennas

The Covenants of Southern Creek, Article XI, Building and Use Covenants, Section 12, state “No television, radio, electronic, or other type antenna or satellite dish may be erected on the committed property or attached to any dwelling unit thereon without prior approval of the architectural review committee.”

Homeowners understand the approval process is in place to ensure high standards that protect property values and ensure the maintenance of a development that is aesthetically pleasing. Since the ARC endeavors to balance the desire of each homeowner with the needs of the community, the following guidelines seek to standardize this covenant:

1. For the purposes of these guidelines, the term “satellite dish” includes any radio or television transmission or reception towers, antennas, or dishes as well as any direct broadcast system (DBS) satellite dish or wireless cable antenna system (MDS or MMDS) and any component of or addition to such antenna, including, without limitation, poles, masts, brackets, cables, or wiring.
2. Satellite dish installations are subject to FCC regulations as well as the rights afforded to the association to control satellite dish installation location.
3. The ARC must receive written notification before installation of any satellite dish. Any installation outside these guidelines must wait for approval.
4. The following devices are prohibited: any and all antennas or other devices that are not designed to receive television signals (e.g., radio antennas, citizen band towers, and/or parabolic dishes that receive or transmit signals other than television signals), as well as any satellite dish exceeding 36 inches in diameter.
5. These guidelines apply to satellite dishes that are 36 inches or less in diameter.
6. All satellite dish installations must be in accordance with all applicable building, fire, electrical, and related codes as well as with the manufacturer's installation specifications.
7. There shall be a limit of one satellite dish per homeowner's lot.
8. The operation of the satellite dish shall not cause interference with any electrical equipment in the surrounding neighborhood. If the satellite dish is found to cause any kind of interference, it must be removed immediately at the sole expense of the owner of the satellite dish.
9. All wiring/cable between a ground mounted satellite dish and any other structure shall be placed underground in appropriate electrical code approved conduit. All wiring/cable that runs along the building shall be made inconspicuous or painted a matching color to the building along which they run.
10. The entry hole to be drilled into the building for satellite dish wiring access shall be no more than 3/8 inch in diameter. All holes shall be completely sealed with clear silicone caulking, and shall be the responsibility of that homeowner to maintain as leak-free.
11. Satellite dishes shall not be allowed in any front yard.
12. Satellite dishes are allowed in the back yard of the homeowner's lot, either ground mounted, on a pole or mast, or attached to the inside of a separate interest structure of the homeowner.

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13. Satellite dishes are allowed in the side yard of the homeowner's lot, a maximum of twenty-five (25) feet from the rear property line, either ground mounted, on a pole or mast, or attached to the inside of a separate interest structure of the homeowner.
14. Satellite dishes must be installed within the boundaries of the homeowners lot and may not be installed in/on any common area or adjacent lots.
15. Homeowners are not allowed to install any part of a satellite dish system on a common element. Such common elements include but are not limited to roofs, gutters, and all exterior building surfaces of all building units. Homeowners are reminded that the association is responsible for maintenance or repair of these components. However, that responsibility does not extend to maintenance or repairs arising out of or caused by the willful or negligent act of a homeowner or their guests, tenants, or invitees; rather, the homeowner is responsible for such maintenance or repairs.
16. All satellite dishes are restricted to a maximum height that if the satellite dish were to topple it would be wholly contained within the satellite dish owner's property line.
17. The homeowner shall be responsible, at the homeowner's sole expense, for the maintenance of any satellite dish. In the event the homeowner removes the satellite dish, the homeowner shall, at their sole expense, promptly restore the area to its original condition.
18. It shall be the homeowner's responsibility to remove the satellite dish if the association must maintain, repair, or replace the area where the satellite dish is installed. Except in emergency situations, the association shall notify the homeowner at least five (5) working days in advance of the need to remove the satellite dish. The cost of removing and replacing the satellite dish shall be the sole responsibility of the homeowner.
19. Should a homeowner fail to remove the satellite dish upon the association's request, the association may enter the homeowner's lot at reasonable hours with at least five (5) working days advance notice and remove the satellite dish. The association shall not be responsible for any damage to the satellite dish or loss of the homeowner's signal incurred in removing the satellite dish. If the association must remove the satellite dish, the association may charge the costs to the homeowner and may levy a special assessment against the homeowner's lot as provided in the covenants to reimburse the association for costs incurred in removing the satellite dish. If the association must remove the satellite dish, the association shall not be responsible for replacing it.
20. Should any satellite dish installation damage any common area or any other homeowners unit, or harm the association in any way, that homeowner is responsible for all property damage repair as well as reimbursing any other costs incurred by the association that came about as a result of the homeowners satellite installation.
21. All existing satellite dishes that were installed outside these guidelines are in violation. No existing installations will be grand-fathered. Homeowners and/or tenants must come into immediate compliance with these guidelines.
22. Penalties for violation shall be treated as a special assessment, and fees shall be levied as outlined in the Covenants of Southern Creek, Article XI, Building and Use Covenants, Section 35.