

## **SATELLITE ORDINANCE-DRAFT**

### **February 16, 2011**

#### **Section 1: Intent**

It is the intent of the Jekyll Island-State Park Authority (the Authority) to ensure the safe installation of satellite dishes on Jekyll Island while maintaining the attractive visual appearance of the Island.

#### **Section 2: Definitions**

A "leaseholder" is the lessee to any residential property on the Island.

A "Professional Satellite Dish Installer" is a) a person or legal entity authorized by the manufacturer or provider of a satellite dish to install a particular satellite dish, or b) any other person or legal entity which is in the business of installing satellite dishes, carries commercial liability insurance in amounts of no less than \$500,000.00 per occurrence, and has entered into a work order or agreement with a Leaseholder to perform satellite dish installation services on the Island.

A "satellite dish" is any object whether to be affixed to a structure or constituting a stand-alone structure that is intended to receive or transmit radio, telephone, television/telecommunication signals, or satellite transmissions or communications.

#### **Section 3: Responsibilities of Satellite Dish Installers**

Any professional satellite dish installer must:

- a) Possess a valid business license;
- b) Be in the business of installing satellite dishes;
- c) Carry commercial liability insurance in amounts of no less than \$500,000.00 per occurrence;
- d) Carry any required or available manufacturer certifications for installing the applicable satellite dish
- e) Securely anchor all satellite dishes to the structure constituting the main dwelling, or the ground if approved by the Authority,  
in compliance with manufacturer specifications and any applicable laws or regulations.
- f) Provide Leaseholder with a copy of manufacturer specifications.

#### **Section 4: Responsibilities of Property Leaseholder**

- a) Any Leaseholder having a satellite dish installed shall obtain a permit from the Authority. The permit application shall require a letter or other documentation from the Professional Satellite Dish Installer stating that the installer meets the requirements of Sections 3(a) through 3(d) of this ordinance. The Authority in its discretion may preapprove Professional Satellite Dish Installers who regularly work on the Island and provide evidence to the Authority that they meet the requirements of Sections 3(a) through 3(d) of this Ordinance. Such preapproval would eliminate the need for documentation of such Professional Satellite Dish Installer's compliance with the Ordinance. The one time fee for the permit shall be twenty (\$20.00) dollars, covering the cost of inspection of installation of the satellite dish. This fee may be amended by resolution.
- b) If a satellite dish is being installed for the purpose of replacing an existing satellite dish, the existing satellite dish must be removed from the property within ten (10) days of the installation of the new dish.
- c) Leaseholder must remove any satellite dish within thirty (30) days of discontinuing service from said dish, and restore the structure or real property to which it was affixed to a condition reasonably the same as existed prior to the installation of the satellite dish.
- d) Leaseholder must provide documentation, at the time of inspection, relative to the proper installation procedures as provided by the manufacturer of the satellite dish.

#### **Section 5: Location and Screening**

- a) Satellite dishes shall be mounted on the main dwelling unless otherwise approved.
- b) When approved, satellite dishes may be located on the ground.
- c) When installed on the ground, the satellite dish shall be setback five (5) feet from the right of way and ten (10) feet from side and rear property lines unless otherwise approved.
- d) When installation on the ground is visible from a road adjacent to the property, the dish shall be reasonably screened by landscaping or fencing as approved by the Authority's Director of Landscape and Planning.

**Section 6: Existing Nonconforming Installations**

- a) Currently existing, nonconforming installations completed before the adoption of this Ordinance will be allowed to continue for a 12 month period, at which time compliance will be required.

**Section 7: New Installation Noncompliance and Enforcement**

- a) When a new installation is found to be in noncompliance, the Authority shall provide written notification to the property leaseholder that the noncompliance must be corrected within ten (10) calendar days.
- b) Such notice(s) of noncompliance shall be sent by certified mail or statutory mail, addressed to said leaseholder, at his/her last known address, or by posting on the premises.
- c) Failure by leaseholder to correct any item of noncompliance with this Ordinance shall be construed to be an item of default of the lease for these premises and shall be resolved as set forth in Ordinance 1-108 of the ordinances of the Jekyll Island-State Park Authority and by law as applicable.

**Section 8: Variances**

- a) Requests for variances to this Ordinance must be presented in writing to the Jekyll Island-State Park Authority. Such requests must state the rationale and must show how failure to receive a variance will cause an undue hardship on the requestor.
- b) The Jekyll Island-State Park Authority shall respond to the request, in writing within ten (10) days.