

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.

RESOLUTION NO. __7__ (JUNE 2010)

PERTAINING TO SATELLITE DISHES

WHEREAS, Federal Law permits the installation of certain satellite dishes when they are to be installed in areas within the exclusive control of the unit owners; and

WHEREAS, many unit owners cannot install satellite dishes within areas under their exclusive control, but the Board has determined that members of the Association may, without substantial detriment to the community install satellite dishes at specified locations, with certain limitations; and

WHEREAS, By-Law Article 5, Section 5.11 (A) and (H) provide that the Board of Trustees has the power and duty to operate, maintain, and care for the Common Elements, community facilities and all other property, real or personal; and

WHEREAS, the Association's Master Deed at Paragraph 11, Section 11.05 provides that the Board has the power to implement a system for imposing fines and penalties and assessing any Unit Owner who violates or whose tenants or occupants violate the Master Deed, Bylaws, Rules or Regulations of the Association; and

WHEREAS, Master Deed Paragraph 11, Section 11.01 provides: "Unit Owner must not cause or permit anything to be hung, displayed or placed on the outside walls, doors or windows of any Building whether or not Common Elements, except in accordance with the Association Rules and Regulations" and "Unit Owners and occupants must not store or use anything... on the Limited Common or Common Elements including but not limited to balconies, Unit entryway

areas, breezeways, porches, patios, decks, and sidewalks except in compliance with Association Rules and Regulations”; and

WHEREAS, the Board wishes to establish Rules and Regulations under which satellite dishes may be erected and wired, in locations other than areas of exclusive unit owner control,

WHEREAS, the Board intends that Resolution No. 7 relating to Satellite Dishes shall be replaced by this Resolution, and that Resolution No. 7 shall become null and void and of no effect,

NOW, THEREFORE, BE IT RESOLVED, that the following regulations shall be, and are hereby adopted in connection with the installation of satellite dishes;

1. **Definitions:**

- a. Mast – a structure to which a satellite dish may be attached, which raises the height of a satellite dish.
- b. Owner- the owner of any unit at Morris Place.
- c. Tenant- any resident who leases a unit from an Owner.
- d. Telecommunications Signals- signals received by DBS, television broadcast, and/or MDS satellite dishes.
- e. Exclusive Use Area- an area that is under the exclusive control of the Owner or Tenant including limited common area appurtenant to the Owner or Tenant’s unit, but does not include the siding adjacent to same.

2. **Application Process** - Owners shall submit a written request to the Board, and obtain written authorization from the Board, prior to the installing a satellite dish. Applications must adhere to and include the following:

a. Dish Specifications

- i. Size - Satellite dishes shall be one (1) meter or less in diameter. Satellite dishes larger than one (1) meter are prohibited.
- ii. Transmission-Only Dishes: Transmission-Only satellite dishes are prohibited, unless approved in writing by the Board of Trustees.

- iii. FCC Requirements: All satellite dishes not addressed by Federal Communication Commission Code of Federal Regulations Title 47, 1.4000 are prohibited.
 - iv. Color - All satellite dishes shall be gray, so that uniformity may be maintained. The dish may be painted in a lead-free paint, if necessary to conform to this requirement.
- b. Location – Except as otherwise specified herein, no antennas may be installed on the Association’s Common Elements, including but not limited to the building structure, the siding and/or roofs. All satellite dishes must be installed in one of the locations specified below. These locations are listed in order of desirability, and are intended to permit Owners and Tenants to obtain reception while attempting to preserve the Association’s Common Elements and their appearance. The following are permitted locations for installation:
- i. **Approved Location:** Each unit has a balcony. In the Jefferson units, the balcony is on the second floor and in the Washington, the balcony is on the third floor. The dish may be installed by affixing it to the balcony post, or installing a mast in a bucket or planter, with cement or other material for weight. The satellite cable must be run along the balcony floor and enter the unit at the closest point, at the juncture of the balcony corner and the wall to the unit. A single entry hole may be drilled. That hole must be sealed with a clear silicone sealant. Remember – your floor is someone else’s ceiling. Satellite dishes installed in accordance with this section need be approved by the Association in advance. A
 - ii. **Alternate Location:** In the event a satellite dish may not, as a practical manner, be installed in conformance with the area designated in Section (b)(i) above, the Owner shall seek prior written approval of the Board for an alternate location. In such a case, the Owner must present a pictorial and written description of the proposed area of installation, with a description of the wiring plan and a pictorial wiring detail.
- c. The Board of Trustees may approve or deny, or suggest an alternate location. The Board will attempt to respond within thirty (30) days after a written request for an alternative location to install the satellite dish has been received in the business office of the Association. If any application is incomplete, the Board shall deny the application, pending receipt of the additional information required. If the Board does not respond, the application shall be considered denied. Any application that does not contain information set forth in these rules will be deemed incomplete and the time period for Board action will not commence until a complete application has been filed.

- d. The Board may conditionally approve any or part of such application.
- e. The Approval of the Board is not an Easement or “right of access”. It is a limited license, and does not run with the land.
- f. Satellite dish installations shall be performed by a licensed contractor. If approved, Owners shall provide notice of an installation within five (5) days of installation of the satellite dish so that it may be inspected by a representative of the Association.

2. **Indemnification and Hold Harmless** – Owners making application for the installation of satellite dish agree that the Owner is solely responsible for the installation of the satellite dish and the installation area, and maintenance of the satellite dish. The Owner is also responsible for any damages to Common Properties proximately caused by the installation and presence of the satellite dish. Any damage to Common Properties resulting from the installation or the presence of the dish shall be repaired immediately by the Owner. The Owner shall be solely liable for any damage to any personal property or injury to any person resulting from installation or the presence of the dish on the property. The Board of Trustees, the Association, and the Managing Agent shall not have any responsibility or liability whatsoever for any personal or property damage sustained as a result of the satellite dish’s installation and presence on the property. The Owner agrees to indemnify, defend and hold harmless the Board of Trustees, the Association, and the Managing Agent from any and all damage or injury proximately caused by the satellite dish, to any persons and/or property.

3. **Maintenance**

- a. The Owner is responsible for maintenance of the satellite dish and the installation area. Maintenance includes, but is not limited to: keeping the dish in proper repair; making sure all attachment and wiring holes are properly sealed; reattachment within 72 hours of dislodgement for any reason; and, replacement when the dish is no longer in first class condition.
- b. Any damage to Common Properties resulting from the existence of the satellite dish shall be repaired immediately by the Owner.
- c. If, for any reason, the dish becomes worn, broken, disfigured or deteriorated, prompt refinishing or replacement must occur, within one week of the appearance of the condition. In the event of the replacement of parts, all parts must be supplied by a bona-fide manufacturer. There shall be no repairs made by the use of household materials such as clothes hangers or duct tape.

- d. In the event an Owner erects a satellite dish and which becomes damaged or is not properly maintained and threatens safety or harm, the Association may, in addition to other rights and powers it may have, direct the removal of the satellite dish and/or charge a fine at the rate of up to \$25.00 per day for each day the dish remains, after the removal date specified. In addition, to this remedy and other remedies the Association may have, the Association shall have the right to remove any dish that does not comply with the Association's requirements, and charge the Owner the costs of same.
 - e. Should the Owner fail to properly maintain the dish, the Association may, after five (5) days notice to the owner by certified mail at the last known address on the books and records of the Association, remove the dish and charge the owner the cost thereof. Upon removal, the Association shall notify the Owner by certified mail that the dish shall not be stored in excess of thirty (30) days. At the end of the thirty (30) day period, the Association may dispose of the dish as it chooses.
 - f. In emergency conditions, jeopardizing person or property, the Association may remove the dish immediately, and charge the Owner the cost thereof.
 - g. All Common Property shall be restored to its original condition if a satellite dish is removed. Any failure to restore the Common Elements shall subject the unit owner to a fine, the cost of repair, and a reasonable service charge.
 - h. The unit owner must remove a satellite dish and its appurtenances, if the Association undertakes to maintain, repair or replace a common element or limited common element to which it is attached. Failure to remove a dish or wiring when notified to do so, will result in removal by the Association with the cost to be borne by the unit owner, along with a reasonable service charge. Reattachment shall be the responsibility of the unit owner. .
4. **Subsequent Owners** - All subsequent Owners shall be responsible for the proper maintenance and repair of a satellite dish installed by a previous Owner and remaining in service to the unit.

This Resolution is adopted this __22nd__ day of ____June_____, 2010,
by the Board of Trustees of Morris Place Condominium Association, Inc.