

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.
POLICY RESOLUTION NO. __
PERTAINING TO INSTALLATION OF SATELLITE DISHES

WHEREAS, the Board of Trustees of Morris Place Condominium Association, Inc. (the "Association") has determined that members of the Association should be entitled to install satellite dishes with certain limitations; and

WHEREAS, By-law Article 5, Section 5.11 A and H provide that the Board of Trustees has the powers and duties of the operation, maintenance, renewal, replacement, insurance, care, and upkeep of Buildings, Common Elements, community facilities and all other property, real or personal, of the Association, and has the power to enter or cause to be entered any Unit with notice at a reasonable hour when deemed necessary for or in connection with the operation, maintenance, repair or renewal of any Common Elements, or to prevent damage to the Common Elements or any Units; and

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

WHEREAS, Master Deed Paragraph 11, section 11.01. provides: "Unit Owners 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 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 Association's Board has determined that, certain unit owners have installed satellite dish antennas on and wired them through the Association's Common Elements; and

WHEREAS, the Association has determined that it is in the best interest of the Association to require the removal of satellite dishes from the Association's Common Elements, to remove those satellite dish antennas from the Common Elements that are not removed by the unit owners (at the unit owners expense) and to provide guidance with respect to satellite dish antenna installation,

NOW, THEREFORE, BE IT RESOLVED THAT:

The Association adopts the following restrictions and regulations, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess any interest in the Association, and which shall supersede any previously adopted rules and/or regulations with respect to the same subject matter.

1. DEFINITIONS

- A. Mast--structure to which a satellite dish is attached that raises the satellite dish height.
- B. Owner -- any Association homeowner.
- C. Tenant -- any resident who leases a unit from an Owner.
- D. Telecommunications Signals -- signals received by DBS, television broadcast, and MDS satellite dishes.
- E. Exclusive-Use Area -- area that is owned by the Owner or Tenant in fee simple or that is a limited common area next to the Owner or Tenant's unit, designated for the Owner or Tenant's exclusive use as defined in the Association's governing documents.

2. INSTALLATION RULES

- A. **Satellite Dish Size and Type**
 - 1. Satellite dishes that are one meter or less in diameter may be installed. Satellite dishes that are larger than one meter are prohibited.
 - 2. Installation of transmission-only satellite dishes is prohibited, unless approved by the Board of Directors.
 - 3. All satellite dishes not addressed by Federal Communications Commission Code of Federal Regulations Title 47, '1.4000 are prohibited.

3. LOCATION

- A. 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 the roofs. All satellite dishes must be installed in one of the locations specified below. These locations are listed in order of desirability to the Association and to allow all Owners and Tenants to have reception while attempting to preserve the Association's Common Elements and their appearance:

1. **Most desirable location:** the unit's patio or the railing on the unit's balcony. A typical installation may involve the antenna post being installed in a bucket or planter with cement or other material for weight. If a mast is used in this installation location, it may not exceed three (3) feet in height.

2. **Second most desirable location:** The three-foot-wide planting bed directly appurtenant to the unit installing the antenna. Any damages incurred as a result of a satellite dish's being in this location will be the responsibility of the Owner. Any damages incurred to the association's irrigation system will be the responsibility of the Owner.

Notwithstanding anything to the contrary in the Governing Documents, the Owner, his/her successors and assigns will have the perpetual obligation and responsibility to pay in full for the maintenance, repair, replacement and restoration of the aforementioned equipment and the installation site even though the Association may carry out such maintenance, repair, restoration and/or replacement.

4. If acceptable quality signals can be received by placing satellite dishes inside a unit where they are not visible from outside the home, they may be placed there. Any such installation inside a unit should not penetrate the walls of the unit in such a way that the satellite dish is connected to Common Elements.

4. Safety

A. Satellite dishes shall be installed and secured in a manner that complies with all applicable municipal, state and federal laws and regulations, as well as manufacturer's instructions.

B. Unless the above-cited laws and regulations require a greater separation, satellite dishes shall not be placed within 10 feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

Where digging or burying of wires is required, the Owner or Tenant shall, prior to installation, comply with New Jersey's "Call Before You Dig" laws so that the installation avoids damage to water lines, sewer lines, gas lines, irrigation lines and electrical lines, among other things.

C. Satellite dishes shall not obstruct access to or exit from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the Association. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.

D. To prevent electrical and fire damage, satellite dishes shall be permanently grounded.

5. SATELLITE DISH CAMOUFLAGING

A. Any satellite dish wires visible outside the house must be colored to match the surface nearby or to which they are attached.

6. TENANTS

A. These rules shall apply in all respects to Tenants. Tenants desiring to install satellite dishes shall obtain prior written permission from the Owner and comply with all provisions hereof. A copy of this permission must be furnished to the Association prior to installation.

7. POST INSTALLATION NOTICE

A. The Property Manager's Office must be notified within five (5) days after installation has been completed.

8. ENFORCEMENT

A. Satellite dish antennas that have been installed in locations other than those specified herein must be removed within 15 days of the Association providing written notice of the violation. If the violating antenna is not removed within 15 days of the written notice, the Association will remove the antenna, remedy any violation and or damage to common or limited Common Elements and charge the Owner with the cost of such remediation and/or removal. In addition, a fine of \$100 may be imposed by the Association for each violation. If a violation is not corrected within a five days, additional fines of \$100 will be imposed for each subsequent five-day period that the violation continues. Prior to any fine being payable, the accused Owner shall have the right to participate in alternative dispute resolution (ADR) according to the Association's ADR resolution. During the period that any violation hereof exists, the Owner's membership rights shall

be suspended. The Association shall also be entitled to recover all attorney fees, costs, and expenses incurred in enforcement.

B. If a satellite dish poses a safety hazard, the Association may prohibit the installation, remove the installation per section 8A above, and/or seek injunctive relief.

9. SEVERABILITY

A. If any provision is ruled invalidated, the remainder of these rules shall remain in full force and effect.

10. INDEMNIFICATION

A. By installation of any satellite dish, the Owner and Tenants, if any, agree to indemnify and hold harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation or maintenance of any satellite dish and to completely restore to original condition and installation site upon removal of the satellite dish.

B. By installation of any Satellite dish, the Owner and Tenants, if any, agree to defend against any claims brought or actions filed against the Association with respect to the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

C. By installation of any satellite dish, the Owner agrees that if the Association, in enforcement of any part of this indemnity agreement, incurs expenses or becomes obligated to pay attorneys' fees or court costs, the Owner will reimburse the Association for such expenses, attorneys' fees, or costs within thirty (30) days after receiving written notice from the Association of the incurring of such expenses, costs or obligations.

MORRIS PLACE CONDOMINIUM ASSOCIATION, INC.

Resolution Type: _____ Policy _____ No.

Pertaining To: Installation of Satellite Dishes

Duly adopted at a meeting of the Board of Trustees of Morris Place Condominium Association, Inc.
held this _____ day of _____, 2005.

<u>Officer:</u>	<u>Vote:</u>			
	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___
_____, Trustee	___	___	___	___

Attest:

_____, Secretary Date: _____

File:

Book of Minutes -
Book of Resolutions:

	Book No.	Page No.
Policy	_____	_____
Administrative	_____	_____
Special	_____	_____
General	_____	_____

Resolution Effective: _____, 2005.

Resolution Expires: _____, 2010.

This is an unofficial copy of the resolution for your reference. Official copies are given to owners on closing. Additional official copies can be obtained from the Association's community management company.