



1 Society Way, Lawrenceville, NJ 08648

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Satellite Dish Installation Package

This Package contains Forms and Information for your use:

- Resolution of the Board of Trustees setting forth Guidelines. Note that the procedures for Satellite Dish installation are affected by certain Federal Communications Commission regulations, and are slightly different than those for other subjects. Read the material closely, and feel free to contact the Association Office in advance for additional information.
- Notice of Installation of Satellite Dish form.
- Construction and Maintenance Waiver form.
- Notification of Completion, to be submitted after installation.

SOCIETY HILL AT LAWRENCEVILLE CONDOMINIUM ASSOCIATION, INC.

Resolution Relating to Guidelines for the Installation of Satellite Dishes and Other Antennas

WHEREAS, the Declaration and Bylaws of the Association (the "Governing Documents") empower the Board of Trustees (the "Board") to undertake all actions necessary for the proper conduct and administration of the affairs of the Association and the operation and maintenance of the Development and to do or cause to be done all such other lawful acts and things that are not by law or by the Governing Documents directed or required to be done or exercised by the members of the Association or unit owners; and

WHEREAS, the Governing Documents provide that the Board shall cause the General Common Elements, the Limited Common Elements and the condominium buildings to be maintained in an attractive and safe manner; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996, as amended by the FCC on September 25, 1998, January 22, 1999 and May 25, 2001 (the "FCC Rule"), preempting certain Association restrictions on the installation, maintenance and use of direct broadcast satellite, television broadcast, multipoint distribution service and fixed wireless signal antennas ("Antenna(s)"); and

WHEREAS, it is the intention of the Board to establish guidelines for the installation, maintenance and use of Antennas by unit owners, and their tenants, to ensure that visual harmony, safety and efficient maintenance are sustained throughout the development while allowing unit owners their rightful use of such Antenna services in accordance with the FCC Rule.

NOW, THEREFORE, BE IT RESOLVED that the following resolution for the installation of Antennas by unit owners at the development shall be and hereby is adopted.

1. For the purposes of this resolution, the term "Antenna" shall be defined as any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, multipoint distribution service (MDS) and fixed wireless signals. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception Antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception Antenna shall be considered part of the Antenna.

2. Antenna Size and Type:

A. Except as set forth in 2B hereof, no antenna which is larger than one meter (39.37 inches) in diameter may be installed.

B. An Antenna (not a satellite dish) designed to receive television broadcast signals, regardless of size, may be installed.

C. Installation of a transmission-only antenna is prohibited. Further, all antennas not covered by the FCC Rule are prohibited.

3. Installations, Preferences and Safety Restrictions:

A. Antennas may be installed only in the unit owners' unit or in other areas that are within the exclusive use or control of the unit owner, such as the Limited Common Elements. By way of example, such areas include balconies and patios, but shall not include parking spaces, including designated parking spaces. Except as set forth in Section 3C hereof, no Antenna shall be installed on the General Common Elements of the Association. The General Common Elements, as defined in the Governing Documents, include all areas which are not part of the unit or are Limited Common Elements, including without limitation, the exterior walls of any building, another unit owner's unit or Limited Common Element, the air space surrounding the patios and balconies, all lawn or garden areas surrounding the perimeter of the Condominium buildings and surrounding the patios of the first floor units, even those garden areas that have been created and are maintained by unit owners.

B. If an acceptable quality signal can be received by placing an Antenna inside a unit without unreasonable delay or unreasonable cost increase, then the Association prefers that the Antenna be installed within the unit.

C. If the Antenna cannot be installed in the interior of the unit as set forth in Section 3B above, then the Association will permit and prefers that the Antenna be installed in the front or rear shrub bed adjacent to the subject unit, if it can be so placed without unreasonable delay or cost increase.

D. If the Antenna cannot be placed within the interior of the unit or in the shrub bed then, the Association will permit and prefers that the Antenna be placed as follows, if it can be done without unreasonable delay or cost increase:

- 1) With respect to the townhome style units, on the privacy fence provided that the Antenna is affixed so as not to penetrate the entire depth of the fence.
- 2) With respect to apartment style units, on the balcony or patio in a planter filled with cement.

E. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Unit owners shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

F. Unless the above-cited laws and regulations require a greater separation, pursuant to local electric company safety standards, no Antenna shall be placed within ten (10) feet of a power line if the roof on which the Antenna is installed or directly adjacent to is a roof that can be walked upon and within three (3) feet of a power line if the roof on which the Antenna is installed or directly adjacent to cannot be safely walked upon. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

G. No Antenna shall 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 Condominium, in order to avoid injury to unit owners, guests, contractors and invitees.

H. Antenna masts extending more than twelve (12) feet above the roofline are prohibited without appropriate municipal permit and unless such mast complies with the requirements of Section 3 hereof.

I. In reference to those units that have Limited Common Element lawns, no Antenna shall be placed in an area of such lawn that is maintained by the Association's lawn service.

J. No unit owner shall install more than one (1) Antenna that provides the same services from the same providers, unless it receives express permission to do so by the Association.

4. Installation Guidelines and Restrictions:

A. Antenna installations must comply with all applicable municipal, state and federal codes.

B. To prevent electrical and fire damage, all Antennas shall be permanently grounded.

C. Antennas shall be located so as to be shielded from view from outside the community or from other units to the maximum extent possible, without unreasonable delay or unreasonable cost increase.

D. No Antenna shall be any larger nor installed any higher than is absolutely necessary for reception of an acceptable quality signal.

E. Installations shall not materially damage the Limited Common Elements, and shall not impair the integrity of the buildings in any way.

F. If installation requires special expertise, a professional installer should be, but is not required to, utilized.

G. No Antenna may be installed so as to jeopardize the soundness or safety of any structure or the safety of any person at or near the Antenna, including damage from wind velocity.

H. There shall be no penetrations of exterior, exclusive-use areas of the building unless it is necessary to receive an acceptable quality signal or the prohibition of such penetration would unreasonably increase the cost of Antenna installation maintenance or use. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of Antenna installation, maintenance or use:

- (i) Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;
- (ii) Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a residence through a window or door without penetrating the wall; or
- (iii) Existing wiring for transmitting telecommunications signals and cable service signals.

I. If penetration of the exterior Limited Common Elements or permitted Common Elements is necessary, the penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes to prevent damage from moisture.

J. An Antenna shall be painted to match the color of the structure to which it is installed, provided such painting does not prevent an acceptable quality signal or unreasonably increase the cost of the Antenna installation.

K. Camouflaging an Antenna with screening or plantings is required if the Antenna is visible from the street or other units, provided such planting does not prevent an acceptable quality signal or unreasonably increase the cost of the Antenna installation.

L. Exterior Antenna wiring shall be concealed or installed so as to be minimally visible and shall not be loose to prevent injury to other unit owners and guests, provided such concealment does not prevent an acceptable quality signal or unreasonably increase the cost of the Antenna installation.

M. Mast height may be no higher than absolutely necessary to receive an acceptable quality signal.

5. Notice of Antenna Installation:

A. Any unit owner installing an Antenna must provide written notice to the Association at Society Hill at Lawrenceville Condominium Association, Inc., 1 Society Way, Lawrenceville, NJ 08648, Attention: Property Manager. Such notice shall set forth:

- (i) The type of Antenna;
- (ii) The installation site;
- (iii) The method of installation, including any alteration to the Limited Common Elements;
- (iv) That the installation does not violate any of the prohibitions or safety restrictions set forth in this Resolution; and
- (v) The steps that the unit owner has or will take toward compliance with the installation guidelines and restrictions set forth in paragraph 4 hereof.

If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.

B. If the installation is in the subject unit, on a Limited Common Element and penetration of a Common Element will not occur, or is on a permitted Common Element, the notice may be provided after the installation of the Antenna. In all other cases, the notice should be provided to the Association prior to the proposed installation. If the installation is other than routine for any reason, the Association, represented by an individual or body designated by the Board of Trustees, may require an informal meeting with the unit owner to determine how greater compliance with the guidelines and restrictions set forth in paragraph 4 hereof can be achieved without unreasonable delay or cost increase to the unit owner's installation. Such meeting shall be held at a mutually acceptable time within seven (7) days of the Association's receipt of the notice, unless the unit owner is not available to meet within seven (7) days, in which case the meeting will be held at the next earliest mutually acceptable time. If a resolution of the installation issue is not reached at the meeting, the Association or its designated agent, shall notify the unit owner of its finding on whether and under what conditions the unit owner may proceed with the installation within seven (7) days of the meeting.

In making its determination under subparagraph C hereof, the Association shall comply with the FCC Rule.

C. If the notice indicates that the installation will not violate the prohibitions and safety restrictions set forth in this Resolution and the Association does not contact the unit owner to request an informal meeting pursuant to subparagraph 5B hereof, then the unit owner may proceed with installation seven (7) days after delivery of the notice to the Association..

6. Maintenance:

A. Owners shall not permit their Antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for Antenna maintenance, repair and replacement, and the correction of any safety hazard, including but not limited to the cost of:

- (i) Placing, repairing, maintaining and moving or removing the Antenna;
- (ii) Repairing damage to any property caused by the Antenna installation, maintenance, or use;
- (iii) Paying medical expenses incurred by persons injured by the Antenna installation, maintenance, or use;
- (iv) Reimbursing residents or the Association for damage caused by the Antenna installation, maintenance, or use;
- (v) Restoring the Antenna installation sites to their original condition.

B. If an Antenna becomes detached, the unit owner shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove the Antenna at the expense of the owner.

C. The unit owner shall be responsible for Antenna repainting or replacement if the exterior surface of Antenna deteriorates.

D. The unit owner shall be responsible for maintaining plantings and/or other camouflage screening around the Antenna in an attractive manner.

E. If a unit owner permanently removes an Antenna, the unit owner shall restore and/or repair any damage caused by the removal of the Antenna. If the unit owner fails to restore and/or repair any property the association may, but is not obligated to, cause the property to be restored and/or repaired and charge the unit owner for any costs incurred by the Association.

7. Association Maintenance of Locations Upon Which Antennas are Installed:

A. If an Antenna is installed on a Limited Common Element or permitted Common Element that is maintained by the Association, the unit owner retains responsibility for Antenna maintenance. No Antenna may be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the unit owner is responsible for all such costs.

B. If an Antenna must be temporarily removed for maintenance purposes, the Association shall provide the unit owner with 10 days' written notice. The unit owner shall be responsible for removing or relocating the Antenna before maintenance begins and replacing the Antenna afterward. If an Antenna is not removed in a timely manner for maintenance, then the Association may undertake to remove the Antenna, at the unit owner's expense. The Association is not liable for any damage to an Antenna caused by Association removal.

8. Enforcement:

A. If a unit owner installs an Antenna not in compliance with this Resolution or any subsequent ruling of the Association or its designated agent, the unit owner shall be subject to a reasonable fine as determined by the Association until the unit owner comes into compliance with this Resolution. If the unit owner disputes the Association's finding of noncompliance, the unit owner may request an alternate dispute resolution proceeding pursuant to the Condominium Act, N.J.S.A. 46:8B-1 et seq., the Governing Documents and other resolutions of the Association. If such proceeding is requested, the Association shall hold the unit owner's fine in abeyance pending the outcome of the proceeding. If the Association prevails at the proceeding, the unit owner shall be liable for the fine that accrued before the unit owner requested the proceeding and any fine that accrues after the proceeding, but shall not be liable for any fine that accrued during the pendency of the proceeding.

B. If Antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

9. Installations by Tenant:

This Resolution shall apply in all respects to tenants. A tenant desiring to install an Antenna shall obtain the prior written permission of the unit owner. A copy of this permission must be furnished with the notice to the Association pursuant to paragraph 5 hereof.

10. Severability:

If any provision of this resolution is found to be invalid, the remaining provisions shall continue in full force and effect.

11. Appeals:

If the unit owner wishes to contest the decision of the Association denying or imposing restrictions on Antenna installation, the unit owner may request an alternate dispute resolution proceeding to review the matter. If the unit owner makes such request, the Association regulations and practices governing alternate dispute resolution shall control further proceedings on the matter.

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**SOCIETY HILL AT LAWRENCEVILLE
NOTICE OF INSTALLATION OF SATELLITE DISH**

Each homeowner or tenant who intends to install a direct broadcast satellite antenna, a multipoint distribution service antenna, or a television antenna as permitted by the Association's Guidelines for the Installation of Satellite Dishes and Other Antennas must complete and file this form and the attached *Construction and Maintenance Waiver* with the Association Office before final approval can be granted.

NAME OF INSTALLING HOMEOWNER OR TENANT: _____

UNIT ADDRESS: _____

DAY TIME TELEPHONE NUMBER: _____

If the antenna is being installed by a tenant, please provide name, address and telephone number of the unit owner below:

NAME OF UNIT OWNER: _____

ADDRESS OF UNIT OWNER: _____

DAY TIME TELEPHONE NUMBER: _____

Please provide detailed information below:

DESCRIPTION OF ANTENNA (including brand, model number, type, size, color, accessories):

In place of a written description, you may attach a scaled color photograph of the antenna including all accessories.

LOCATION OF ANTENNA: _____

In place of a written description, you may attach a scaled map and drawing showing the exact location.

DESCRIPTION OF SCREENING PROVIDED: _____

Attach to this form all written documentation required by the Guidelines, including any required written permission from the homeowner, any required municipal permit, and any written approval of a requested variance from the Guidelines.

Date: _____

Owner Signature: _____ Tenant Signature: _____
(If appropriate)

CONSTRUCTION AND MAINTENANCE WAIVER

In consideration of approvals granted by Society Hill at Lawrenceville Condominium Association, Inc.
for _____

(Brief description of work to be done)

Made to the unit indicated below, the undersigned agrees that should actual construction adversely affect drainage or other normal usage of the common facilities or that of another unit, that at the undersigned's sole cost and expense, appropriate modifications will be made to the construction to eliminate these adverse affects.

The below named property is hereby restricted in that I herein and my heirs and assigns shall indemnify and hold harmless Society Hill at Lawrenceville Condominium Association, Inc. for any and all maintenance responsibility of the below mentioned unit where such maintenance results from, directly or indirectly, the above installation.

It is further understood that approval by the Board of Trustees and the Architectural Control Committee shall not be deemed a waiver of the unit owner's obligation to remove or modify additions or alterations which, as constructed, adversely impact on Association property of another unit owner.

Signature of Unit Owner

Name of Unit Owner (Please Print)

Address of Unit

Date

**ARCHITECTURAL CONTROL COMMITTEE
NOTIFICATION OF COMPLETION**

DATE: _____

I have completed work on the following alteration of the common elements:

and am ready to have the work inspected. I have completed the job in accordance with the Architectural Control Committee's Rules and Regulations.

Sincerely,

UNIT OWNER: _____

UNIT ADDRESS: _____