

HARBORSIDE CONDOMINIUM
ANTENNA AND SATELLITE DISH RULES AND REGULATIONS

We, the undersigned, being a majority of the Board of the Harborside Condominium created under Declaration of Trust and By-Laws, dated October 19, 1983 and registered with the Registry District of the Land Court of Essex County (S.D.) (the "Registry"), as Document No. 191063 with Certificate No. C-23, as amended (the "Trust"), in order to comply with the Federal Telecommunications Act of 1996 and the Order and Rules promulgated by the Federal Communications Commission on September 25, 1998 and November 20, 1998, do hereby adopt the following resolution relating to antennas and satellite dishes pursuant to Article VIII of said By-Laws:

1. Definitions.

(a) Video Antenna means an antenna or satellite dish designed to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, wireless cable and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location – The definition does **NOT** include, among other things, Amateur ("HAM") radios, Citizens Band ("CB") radios and Digital Audio Radio Services ("DARS"), AM/FM radio signals. The mast supporting the Video Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Antenna or similar structure are part of the Video Antenna.

(b) Impermissible Antenna means any antenna, satellite dish, or structure used to transmit or receive radio, television, cellular, or other signals other than a Video Antenna permitted in 1(a) above.

2. (a) No resident shall install a Video Antenna on any portion of the common areas and facilities unless the area is approved by the Board and is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Video Antenna which encroaches on the air space of another owner's unit or limited common area or onto the general common areas does not comply with this rule.

3. If a Video Antenna is installed in a limited common area or exclusive use area appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Video Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Video Antennas for satellite services be larger than one meter in diameter.

See Document

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Video Antennas should be placed in areas designated by the Board that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Video Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common area or exclusive use area. In no event may Antennas be installed on roofs, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Video Antennas shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the units and to provide clear access for emergency personnel.

(e) Video Antennas shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Video Antennas are allowed to be placed outside the building, the Board may require it to be painted to match, or be compatible with, the color of the building if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Video Antenna from view consistent with the requirements of Federal Communications Commission rules.

(g) Any resident installing, maintaining, or using a Video Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties or impair the watertight integrity of the building.

(h) The residents who own or use a Video Antenna are responsible for all costs associated with their Video Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Video Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Video Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Video Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Video Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Video Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Video Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses. In addition, the Board may seek injunctive relief.

5. Impermissible Antennas as defined in Section 1(b) are prohibited.

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Video Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Video Antenna, the Board may do so at the resident's expense.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention of an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys fees and costs and expenses as provide by applicable law if these rules are violated. In addition, injunctive relief may be obtained.

10. The Board may amend these Rules and Regulations from time to time as it deems necessary.

11. These Rules and Regulations supersede any Rules and Regulations promulgated by the Board relating to antennas and satellite dishes and in the event of a conflict, these Rules and Regulations shall control and prevail.

In all other respects the Rules and Regulations as hereby amended by these Antenna and Satellite Dish Rules and Regulations are hereby ratified and affirmed.

Majority of the Board
of the Harborside Condominium
Trust and not individually

(Donald E. Newland)
(James L. Walter)
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COMMONWEALTH OF MASSACHUSETTS

Essex County, ss.

On this 7 day of June, 2006, before me, the undersigned notary public, personally appeared Donald E. Newland and James L. Walter and proved to me through satisfactory evidence of identification, being (check whichever applies): ☐ driver's license or other state or federal governmental document bearing a photographic image, ☐ oath or affirmation of a credible witness known to me who knows the above signatory, or ☒ my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him/her voluntarily for its stated purpose, as Trustees of said Harborside Condominium Trust.

Elizabeth E. Michaud
Notary Public
My Commission Expires: 01-25-2013
Print Notary Public's Name: ELIZABETH E. MICHAUD
Qualified in the State/Commonwealth of Massachusetts

DOCUMENT NO. 46867D

*Certificate of
Satellite Dish
Regulation*

ESSEX SOUTH REGISTRY DISTRICT	
JUN 19 2006	
RECEIVED	0000031 MAY
REGISTRATION	PG 023000

Janet Oulougian Aronson, Esquire
Marcus, Errico, Emmer & Brooks, P.C.
45 Braintree Hill Office Park, Suite 107
Braintree, MA 02184