

**OAK HOLLOW TOWNHOME ASSOCIATION, INC.
POLICY RESOLUTION NO. P004
PERTAINING TO INSTALLATION OF SATELLITE DISHES
AND/OR OTHER ANTENNAS**

WHEREAS, Oak Hollow Townhome Association, Inc. (the "Association") administers the Oak Hollow Townhome Association which is located at North Oaks Boulevard and Route 1 in North Brunswick, New Jersey and which is managed by **Executive Property Management**, 4-08 Towne Center Drive, North Brunswick, New Jersey 08902; and

WHEREAS, the Association is governed by a Declaration of Covenants and Restrictions which was amended by amendment recorded in the Middlesex County Clerk's Office in Deed Book 3265, Page 413; and

WHEREAS, the Association's Board of Trustees has determined that members of the Association should be entitled to install satellite dish and/or other antennas with certain limitations;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Association adopts the following restrictions and regulations for the Association, 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 on the same subject matter.

1. DEFINITIONS

A. Antenna--any device used to receive video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). 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.

B. Mast--structure to which an antenna is attached that raises the antenna height.

C. Transmission-Only Antenna--any antenna used to transmit radio, television, cellular, or other signals.

D. Owner--any Association home owner. For the purpose of this resolution, "Owner" includes a tenant who has the written permission of the Owner to install Antennas and

a copy of such written permission has been provided to the Association.

E. Telecommunications Signals--signals received by DBS, television broadcast, and MDS antennas.

F. Exclusive-Use Area--area that is owned by the Owner in fee simple.

2. INSTALLATION RULES

A. Modification Notice Form A modification notice form must be submitted to Association Management prior to any Antenna installation. This form puts the Association on notice of the pending installation and the owner will be contacted by a representative of the Architectural Control Committee within five working days of receipt by Association Management to discuss Antenna installation. This is not a pre-approval requirement.

B. Antenna Size and Type

1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Installation of Transmission-Only Antennas are prohibited unless approved in writing by the Board of Directors after separate application and approval.
4. All antennas not addressed by Federal Communications Commission Code of Federal Regulations Title 47, §1.4000 are prohibited.
5. No more than one antenna for each type of service may be installed by an owner unless approved in writing by the Board of Directors after separate application and approval.

3. LOCATION

All Antennas must be installed in the following locations. These locations are listed to allow all Owners to have reception while attempting to preserve the Association's appearance:

Satellite Dish Antennas:

1. The front or rear of the home's roof, no more than three feet from the roof's lower edge and equidistant from each adjoining home. Stated another way, in the middle of the roof (measuring from side to side) but no more that three feet up the roof. In the case of an end unit, at least one half of the unit's roof width away from the adjoining unit's roof and no more than three feet from the roof's lower edge.

2. If acceptable quality signals can be received by placing satellite dish antennas inside a home where they are not visible from outside the home, they may be placed there.

3. All antennas other than satellite dish antennas, including, but not limited to, television/UHF/VHF antennas must be installed inside the attic.

4. SAFETY

A. Antennas shall be installed and secured in a manner that complies with all applicable Municipal, State and Federal laws and regulations, and manufacturer's instructions.

B. Unless the above-cited laws and regulations require a greater separation, antennas 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.

C. Antennas shall not obstruct access to or exit from any home, 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, antennas shall be permanently grounded.

5. ANTENNA CAMOUFLAGING

Where possible, antenna wiring must be hidden. Any Antenna wires visible outside the house must be colored to match the surface they are attached to or are against and must be securely affixed to such surface.

6. INSTALLATION BY TENANTS

These rules shall apply in all respects to tenants. Tenants desiring to install Antennas shall obtain prior written permission from the Owner. A copy of this permission must be furnished to the Association with the Modification Notice Form.

7. POST INSTALLATION NOTICE

The Property Manager's Office (732) 821-3224 must be notified within five (5) days after installation has been completed.

8. ENFORCEMENT

A. If these rules are violated, a fine of \$25 shall be imposed by the Association for each violation. If the violation is not corrected within a ten days, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law *and/or*

the governing documents, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in enforcement.

B. If an Antenna poses a safety hazard, the Association may prohibit the installation, remove the installation and/or seek injunctive relief. :

9. **SEVERABILITY**

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

10. **INDEMNIFICATION**

By installation of any Antenna, the homeowner agrees to indemnify and save harmless the Association from liability for any damage or loss that occurs during, or in connection with, the installation or maintenance of any Antenna.

By installation of any Antenna, the homeowner agrees 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.

By installation of any Antenna, the homeowner agrees that if the Association, in enforcement of any part of this indemnity agreement, shall incur expenses, or become obligated to pay attorneys' fees or court costs, the homeowner agrees to 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.

OAK HOLLOW TOWNHOME ASSOCIATION, INC.

Resolution Type: _____ Policy _____ No. _____

Pertaining To: Installation of Satellite Dishes and/or Other Antennas

Duly adopted at a meeting of the Board of Trustees of Oak Hollow Townhome Association, Inc.

this 25 day of Sept., 1999.

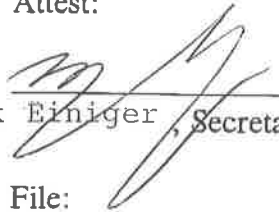
Officer

Vote:

YES NO ABSTAIN ABSENT

Officer	YES	NO	ABSTAIN	ABSENT
<u>Karl Mount</u> , Trustee	X	_____	_____	_____
<u>Jerome Katz</u> , Trustee	X	_____	_____	_____
<u>Mark Einiger</u> , Trustee	_____	_____	_____	X
<u>Ruth Rosen</u> , Trustee	X	_____	_____	_____
<u>Sharon Einiger</u> , Trustee	_____	_____	_____	X

Attest:


Mark Einiger, Secretary

10/27/99 Date

File:

Book of Minutes -
Book of Resolutions:

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

Resolution Effective: Sept. 25, 1999.

Resolution Expires: _____, 1999.

STATE OF NEW JERSEY)
 :ss.
COUNTY OF MIDDLESEX)

I CERTIFY that on this 27th day of October, 1999 an individual, personally came before me, the subscriber, a Notary Public of New Jersey, and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Secretary of the Association and personally signed this document; and (b) this person signed, sealed and delivered this document as his/her own voluntary act and deed for the uses and purposes therein expressed.

Debbie A. Teeple

A Notary Public of the State of NJ

DEBBIE A. TEEPLE
A Notary Public of New Jersey
My Commission Expires 9/8/2002

RJR
Stark&Stark
A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW
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