



COPY

Hunterdon County Recording Data Page Honorable Mary H. Melfi Hunterdon County Clerk 	<i>Official Use Only – Barcode</i>
<i>Official Use Only – Realty Transfer Fee</i>	Record and Return Address: Curcio Mirzaian Sirot LLC 5 Becker Farm Road, Suite 406 Roseland, New Jersey 07068
Date of Document: July 6, 2017	Type of Document: Resolution
Party Name: Sun Ridge Owners Association, Inc.	Party Name:
Additional Parties:	

THE FOLLOWING SECTION IS REQUIRED (DEEDS MANDATED)	
Block:	Lot:
Municipality:	
Consideration:	20170818000181440 1/14 08/18/2017 12:22:54 PM DO Bk: 2411 Pg: 389
Mailing Address of Grantee:	Mary H. Melfi Hunterdon County Clerk

20170818000181440 14/14
 08/18/2017 12:22:54 PM DO
 Recording Fee: \$160.00
 Tax Fee: \$.00
 Consideration: \$.00
 Buyers Fee: \$.00
 ASB11

THE FOLLOWING SECTION IS FOR MARGINAL NOTATIONS THAT PERTAIN TO THE ORIGINAL FILED/RECORDED DOCUMENT	
Original Book & Page: Deed Book 2050; Page 824	Original Instrument Number:

HUNTERDON COUNTY RECORDING DATA PAGE
 Please do not detach this page from the original document as it
 contains important recording information and is part of the permanent record.

Block: 72.08
Lot: 3 C0503

Prepared By: 

Daniel W. Heinkel, Esq.

SUN RIDGE OWNERS ASSOCIATION, INC.

**RESOLUTION REGARDING THE INSTALLATION AND MAINTENANCE OF
SATELLITE DISHES AND ANTENNAE**

Resolution No. 2017-02

P R E A M B L E

WHEREAS, the Sun Ridge Owners Association, Inc. (hereinafter referred to as the "Association") is a New Jersey non-profit corporation established under the laws of the State of New Jersey which serves to administer and manage the Sun Ridge Owners Association (the "Property") located in the Township of Flemington, County of Hunterdon, State of New Jersey;

WHEREAS, the Association is governed by the "SUN RIDGE RESTATED AND AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" recorded in the Hunterdon County Clerk's Office at Deed Book 2050 at page 824 (the "Declaration") and the "AMENDED BY-LAWS OF SUN RIDGE OWNERS ASSOCIATION" ("By-Laws") were recorded as a schedule to the Declaration (the Declaration and By-Laws, as same may be amended, being hereinafter collectively referred to as the "Governing Documents");

WHEREAS, Section 4 of the By-Laws for the Association provides that the affairs of the Condominium shall be governed by a Board of Directors ("Board").

WHEREAS, Section 4(b)(5) of the By-Laws provides that the Board has the power to adopt and amend rules and regulations covering the details of the operation and use of the property.

WHEREAS, the Federal Communications Commission ("FCC") adopted a rule effective October 14, 1996, regulating restrictions on the installation, maintenance and use of broadcast signals such as direct broadcast satellite (DBS), television broadcast and multipoint distribution service (MDS);

WHEREAS, the Board is concerned that installation of antennae and/or satellite dishes may create safety hazards, if they are not properly installed or maintained, or may result in damage to the Common Elements of the Association and/or property of others; and

WHEREAS, the Association has determined that certain precautions must be taken and therefore intends to adopt reasonable regulations governing installation, maintenance, and use of antennae and/or satellite dishes in the best interests of the Association and consistent with FCC rulings;

NOW, THEREFORE, the Association adopts the following regulations for the Condominium, hereinafter referred to as the “Regulations”. Such Regulations shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs and assigns, and shall supersede any previously adopted resolutions and/or Regulations on the same subject matter.

I. Definitions.

1. Antenna/Satellite Dish- An antenna and/or satellite dish is any device used for the receipt of video programming services, including but not limited to 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. 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 antenna.
2. Mast – A mast is a structure to which an antenna or satellite dish is attached that raises the antenna or satellite dish height.
3. Transmission-only antenna – A transmission-only antenna is an antenna used solely to transmit radio, television, cellular or other signals.
4. Owner – An owner is the record holder of title to a Unit within the planned residential community known as “Sun Ridge” located in Flemington, New Jersey 08822.
5. The terms “Unit”, “Limited Common Element” and “Common Element” are used as defined in the Declaration.

II. Installation Rules.

1. Size and Location
 - a. Owners may install DBS antennae, television broadcast antennae, or MDS antennae for receipt of broadcast signals.
 - b. A DBS antenna or MDS antenna shall not be larger than one meter in diameter.
 - c. Installation of transmission-only antennae and antennae not covered by the FCC rule are prohibited.

- d. Antennae shall be installed solely in the following locations: (i) within the Owner's Unit; (ii) upon a Mast located on the decks, patios and/or balconies; (iii) other locations deemed appropriate by the Board, in its sole and absolute discretion, and upon prior written approval by the Board. Installation on a Limited Common Element does not convert the Limited Common Element to individual property as part of a Unit.
- e. Antennae installed upon masts located on the outside decks, patios or balconies shall not extend outward beyond the railing and no higher than two (2) feet above the railing of any outside deck, patio or balcony. Antennae may not be attached to any part of the Common Elements or Limited Common Elements, except as expressly set forth in this Resolution.
- f. Antennae must not encroach upon any Common Elements, any other Unit or Limited Common Elements (except as set forth herein) or the air space of Limited Common Elements whose use is exclusive to another Owner.
- g. Nothing in these Regulations shall be deemed to permit an Owner to install an antenna on Common Elements or any other Owner's Unit or Limited Common Elements exclusively serving another Unit even if an applicable quality signal is not available on the installing Owner's Unit or Limited Common Elements serving his/her Unit.
- h. If installations requires any special expertise or training, such as electrical wiring or carpentry work, it shall be performed by a professional installer. All installations are to comply with the manufacturer's and dealer's requirements and local permit and zoning requirements as well as building codes, if applicable. If a municipal permit is required for such installations, the Owner shall obtain such permit and shall provide a copy to the Association. Antennae shall be permanently and effectively grounded.
- i. All installations shall be completed so they do not damage the Common Elements, Limited Common Elements or individual Units or void any warranties of the Condominium Association or other Owners, or in any way impair the integrity of the building.
- j. Antennae must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennae, including damage from wind.
- k. **There shall be no penetrations of Common Elements (except for masts fastened to deck, patio or balcony floors in a manner**

approved by the Board), including but not limited to any portion of the buildings, sidings, roofs, decks, patios or balconies.

1. For installations upon decks, patios or balconies, the following devices shall be used unless they would impair reception or unreasonably increase the cost of installation, use or maintenance:
 - i. Devices that permit the transmission of telecommunication signals through glass pane without cutting or drilling a hole through the glass pane; or
 - ii. Devices, such as ribbon cable, which permit the transmission of telecommunication signals into a residence through a window or door without penetrating the wall.

III. Maintenance.

1. Antennae must be either gray or white
2. **No wiring is permitted on the exterior of the building.**
3. Each Owner who installs a satellite dish or antenna is responsible for all costs associated with such satellite dish or antenna, including but not limited to installation, repair, maintenance, use and removal; the repair of damages caused to Common Elements, Limited Common Elements, other Units or personal property by such installation, repair, maintenance, use and removal; and liability for bodily injury caused by such installation, repair, maintenance, use and removal, including all medical expenses.
4. Each Owner is responsible for the maintenance and repair of his or her antenna, shall not allow the antenna to fall into disrepair or to become a safety hazard, and shall replace and/or repaint such antenna if the exterior surface of the antenna deteriorates.
5. In the event that an antenna is installed on an area which the Association is responsible for maintenance, the Owner, future owners and assigns shall remain responsible for maintenance of the antenna, and the Association shall not be responsible for any damage to the antenna caused by Association's maintenance of the area. If such maintenance requires removal of the antenna, the Association shall provide reasonable notice to the Owner of the need for removal, and it shall be the Owner's sole responsibility at his/her own expense to remove the antenna and replace it after the maintenance is concluded.
6. Owners shall indemnify, defend (which counsel of the choice of the Association) and hold the Association harmless for all claims arising out of or encountered in connection with the antenna or satellite dish, except such

injury or harm as may be caused solely and exclusively by the Association's gross negligence. This indemnification will extend to all claims, demands, or liability for personal injuries and property damage occurring during installation as well as after completion.

7. If antennae become detached, Owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennae at the expense of the Owner.
8. Antennae shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners shall provide the Association with copies of any and all permits required.
9. Antennae 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 Heritage at West Caldwell Condominium.
10. Installations must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the Owner's Unit.
11. To prevent electrical and fire damage, antennae shall be permanently grounded.
12. Upon removal of the antenna, the Owner shall restore the location where the antenna was installed to its original condition. It shall be the Owner's or Permitted Tenant's sole financial responsibility to restore any property damaged during removal of the antenna.

IV. Application and Variances.

1. An Owner must submit an application to the Board prior to installing, repairing, maintaining, or relocating any and all antennae on the rear decks, patios or balconies. An Owner desiring to install, repair, maintain or relocate an Antennae on a rear deck, patio or balcony shall submit an application to the Board (the "Application"), in the form annexed hereto as Exhibit "A", or on such other forms that the Board may designate for such purpose. The Application, pursuant to this provision, shall be completed in full and submitted at least seven (7) days prior to commencement of such work.

2. The application required by Section 1 above, shall require the following information, in addition to any other reasonable requirements of the Board from time to time:
 - a. the name of the Owner installing, repairing, maintaining or relocating the antenna, the address of the Unit and the Owner's telephone number(s);
 - b. a description of the type, size and color of the antenna including the accessories (or contain a scaled color photograph of the antenna including all accessories);
 - c. copy of plans or drawings depicting the exact location and design of the antenna and all accessories, including but not limited to the location of all wiring, and the method of installation;
 - d. the manufacturer's and dealer's requirements or instructions for installation;
 - e. the name, address and phone number of any installer other than the Unit Owner; and
 - f. a copy of the permit and any other written documentation required by the city or state regulations, if any, as well as pursuant to these Regulations. An Owner shall also notify the Association when removal of the antenna is planned for inspection of the site.
3. **Any Owner may apply to the Board of Directors for a variance from the requirements of these Regulations because of some unique situation affecting the function of the antenna.** An owner desiring such a variance shall submit a fully executed application to the Board (the "Variance Request"), in the form annexed hereto as Exhibit "B", or on such other forms that the Board may designate for such purpose.
4. If the Board of Directors does not grant an Application or Variance Request, as set forth in this Section IV, within thirty (30) days, such Application or Variance Request shall be deemed denied.

V. Enforcement.

1. These Regulations shall be administered and enforced in the same manner and fashion as all other rules and regulations of the Association.

2. In addition to any other remedies, violations of this Resolution shall result in the imposition of a fine in the amount of \$50, with each day that a violation continues being deemed a separate violation (\$50 per day).
3. If a Unit Owner fails to remove its Antenna upon the sale of his/her unit, then the successor purchaser(s) shall be responsible for, and shall assume all of the liabilities of the Unit Owner who installed the Antenna, and all the intervening owners, in accordance with this Resolution.
4. Should the Association deem it necessary to enforce the terms of this Resolution against a unit owner, the unit owner shall be responsible for all costs and fees incurred by the Association, including but not limited to reasonable attorneys' fees and other costs incurred in connection with the enforcement of this Resolution. Any monies due to the Association hereunder shall be collected by the Association in the same manner as Association assessments.

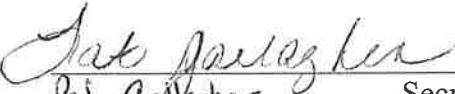
VI. Miscellaneous.

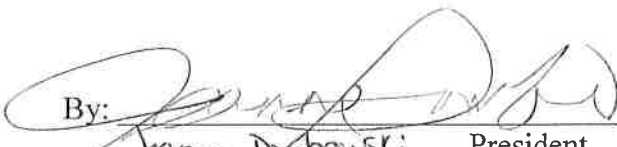
1. All capitalized words in this Resolution, other than Property Names and any terms defined in this Resolution, shall have the meaning set forth in the Master Deed and By-Laws.
2. All notices from the Association relating to the charges will be mailed to the address on the books of the Association, or as modified in writing by a Unit Owner.
3. Non-receipt of a bill will in no way relieve the Unit Owner of the obligation to pay amount due by the due date.
4. Any provisions contained in any previously adopted rule, regulation or resolution of the Association, which conflicts with any provisions set forth herein, shall be deemed void and the provision contained herein shall govern.
5. Notwithstanding the above, the Association may exercise all rights and remedies available to it at law, in equity, in addition to those rights as set forth by the Master Deed, By-laws, all amendments thereto, resolutions and/or rules and regulations.
6. The rules and regulations set forth herein are effective on the date of adoption.

7. Should any provision hereof be determined to be invalid, the remaining provisions hereof shall remain in full force and effect.
8. The Hunterdon County Clerk is authorized, requested, and directed to note, in the margin (and/or such other appropriate place) on the Master Deed, reference to this Resolution (and to any other amendment or resolution which has been adopted in accordance with the terms of the condominium documents).

ATTEST:

SUN RIDGE OWNERS ASSOCIATION, INC.


Pat Gallagher, Secretary

By: 
Jeanne Dombrowski, President

STATE OF NEW JERSEY :
: ss.
COUNTY OF HUNTERDON :

I CERTIFY that on July 6, 2017, Justine Domrowski personally came before me and this person acknowledged under oath, to my satisfaction, that:

- a) this person is the Secretary of the Sun Ridge Owners Association, Inc., (the "Corporation"), a corporation of the State of New Jersey, named in this document;
- b) this person signed this document as attesting witness for the proper corporate officer who is President, the President of the Corporation;
- c) this document was signed and delivered by the Corporation as its voluntary act and deed by virtue of authority from its Board of Directors (the "Board");
- d) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board at which a quorum was present, by a majority vote of the members of the Board eligible to vote on this matter; and
- e) this person signed this document to attest to the truth of these facts.

Pat Gallagher
Pat Gallagher, Secretary

Sworn and Subscribed to before me this
6 day of July 2017.
[Signature]

DEBBIE L. HARABURDA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 4/1/2020

Record & Return to:

CURCIO MIRZAIAN SIROT LLC
5 Becker Farm Road, Suite 406
Roseland, NJ 07068

EXHIBIT “A”

NOTICE OF INSTALLATION, REPAIR, MAINTENANCE OR RELOCATION OF ANTENNA

Owner _____
Address _____

Telephone Daytime: _____ Evening: _____

Name, Address and Telephone of installer, if other than the Unit Owner,

Please provide a description of the type, size, and color of the antenna including the accessories (or contain a scaled color photograph of the antenna including all accessories) _____

I have attached a copy of plans or drawing depicting the exact location and design of the antenna and all accessories, including but not limited to the location of all wiring, and the method of installation.
 Yes No

I have attached a copy of the manufacturer's and dealer's requirements or instructions for installation.
 Yes No

I have attached a copy of the permit and any other written documentation required by the city or state regulations, if any.
 Yes No None Required

Date Installation Was or Will Be Performed _____

I shall also notify the Association when removal of the antenna is planned for inspection of the site.

I will comply with all of the Association's rules for installing, repairing, maintaining, relocating and using antennae. I hereby agree to all terms of the Sun Ridge Owners Association, Inc.'s Resolution Regarding the Installation and Maintenance of Satellite Dishes and Antennae; and assume liability for any damage to the Association and other owners' property that occurs due to antenna installation, repair, maintenance, relocation and use.

Date _____ Signature _____ Print Name _____

Date _____ Signature _____ Print Name _____

EXHIBIT “B”

NOTICE OF INSTALLATION, REPAIR, MAINTENANCE OR RELOCATION OF ANTENNA

Owner _____
Address _____

Telephone Daytime: _____ Evening: _____

Name, Address and Telephone of installer, if other than the Unit Owner,

Please provide a description of the type, size, and color of the antenna including the accessories (or contain a scaled color photograph of the antenna including all accessories) _____

I have attached a copy of plans or drawing depicting the exact location and design of the antenna and all accessories, including but not limited to the location of all wiring, and the method of installation.

Yes No

I have attached a copy of the manufacturer's and dealer's requirements or instructions for installation.

Yes No

I have attached a copy of the permit and any other written documentation required by the city or state regulations, if any.

Yes No None Required

Date Installation Was or Will Be Performed _____

I shall also notify the Association when removal of the antenna is planned for inspection of the site.

I will comply with all of the Association's rules for installing, repairing, maintaining, relocating and using antennae. I hereby agree to all terms of the Sun Ridge Owners Association, Inc.'s Resolution Regarding the Installation and Maintenance of Satellite Dishes and Antennae; and assume liability for any damage to the Association and other owners' property that occurs due to antenna installation, repair, maintenance, relocation and use.

Date _____ Signature _____ Print Name _____

Date _____ Signature _____ Print Name _____

Received

AUG 23 2017

File No# 0135-001