

**Morris County Recording Cover Sheet**



**Honorable Ann F. Grossi, Esq.  
Morris County Clerk**



MORRIS COUNTY, NEW JERSEY  
ANN F. GROSSI, COUNTY CLERK  
AMND-OR BOOK 23299 PG 1988  
RECORDED 02/21/2018 14:54:13  
FILE NUMBER 2018010496  
RCPT #: 1331706; RECD BY: MStehr  
RECORDING FEES \$150.00

*Official Use Only - Realty Transfer Fee*

*Official Use Only - Barcode*

Date of Document:

01/31/2018

Type of Document:

Amendment to Master Deed

First Party Name:

Longview at Montville Assn., Inc.

Second Party Name:

Longview at Montville Assn., Inc.

Additional Parties:

**THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY**

Block:

Lot:

Municipality:

Consideration:

Mailing Address of Grantee:

**THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOK & PAGE INFORMATION FOR AN ASSIGNMENT, RELEASE, OR SATISFACTION OF A MORTGAGE OR AN AGREEMENT RESPECTING A MORTGAGE**

Original Book:

Original Page:

**MORRIS COUNTY RECORDING COVER SHEET**

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

**WARNING: Information contained on the Recording Cover Sheet must exactly match the information on the attached document or the document will be rejected and recording fees will be forfeited.**

**LONGVIEW AT MONTVILLE ASSOCIATION, INC.**  
**(the "Association")**

**RESOLUTION REGARDING INSTALLATION OF SATELLITE DISHES ON LIMITED  
COMMON ELEMENTS**

**P R E A M B L E**

A. The Master Deed for Longview at Montville, a Condominium, as it may have been amended (collectively the "Master Deed") was originally recorded in the office of the Morris County Clerk on June 2, 1989, in Deed Book 3137, Page 29, et seq. The Bylaws were recorded as Exhibit "E" to the Master Deed (collectively the "Bylaws"). The Master Deed and Bylaws being collectively referred to herein as the "Governing Documents."

B. Article VI, Section 2 provides that the Board of Trustees ("Board") has "the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things except as by law or by the Master Deed or these By-Laws, may not be delegated to the Board of Trustees by Unit Owners. The Association shall discharge its powers in a manner that protects and furthers the health, safety and general welfare of the condominium residents."

C. Article VI, Section 2(e) of the Bylaws empowers the Board of Trustees to adopt rules and regulations covering the details of the operation and use of the Common Elements.

D. The Governing Documents provide that the Board is responsible for the operation, care, upkeep, and maintenance of the Common Property, which includes the control and maintenance of the common areas within the community.

E. Pursuant to the New Jersey Condominium Act, *N.J.S.A. 46:8B-1 et seq.* (the "Condominium Act"), at *N.J.S.A. 46:8B-18*:

[t]here shall be no material alteration of or substantial addition to the common elements except as authorized by the master deed. No unit owner shall contract for or perform any maintenance, repair, replacement, removal, alteration or modification of the common elements or any additions thereto, except through the association and its officers. No unit owner shall take or cause to be taken any action within his unit which would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

F. Consistent with the Condominium Act, Section 10(b) of the Master Deed provides that "[t]here shall be no obstruction of the Common Elements nor shall anything be temporarily or permanently placed upon, stored in or affixed to the Common Elements without the prior written consent of the Board or unless expressly permitted by the Rules and Regulations."

G. On August 5, 1996, the Federal Communication Commission (the "FCC"), pursuant to §207 of the federal Telecommunications Act of 1996, adopted and published regulations preempting certain governmental and non-governmental restrictions that attempt to regulate the installation of certain antennas (of one meter or less in diameter or diagonal measurement) designed to receive direct broadcast satellite signals (hereinafter "Satellite Dishes" or "Dishes"). These regulations impact, to a limited extent, the enforceability of certain restrictions contained in the Master Deed.

H. The Board has determined that it is necessary and appropriate to rules and procedures for the approval of satellite dish installations on or within the Common Elements, which shall only be permitted on the Limited Common Elements.

I. Except as expressly provided herein, the rules and regulations previously adopted by the Association and the restrictions, covenants, rules and regulations contained in the Governing Documents, as they may have previously been amended, shall not be otherwise amended and shall remain in full force and effect.

J. This Resolution was duly introduced and thereafter adopted at a regularly scheduled meeting of the Board, at which a quorum was present, by a majority vote of the members of the Board.

**NOW, THEREFORE, BE IT RESOLVED** on this 31 day of January 2018, the Board hereby establishes and adopts the following procedures to be applied in connection with the installation of Satellite Dishes, which shall be effective as of the date of this Resolution.

I. **DEFINITIONS.** Unless specifically defined otherwise, all capitalized terms used in this Resolution have the same meaning as in the Governing Documents. In addition, the following definitions will specifically pertain to this Resolution:

A. **Antenna.** Any device used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution services (MDS), and television broadcast. 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, guide 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. Common Elements and Limited Common Elements. The Common Elements, including any Limited Common Element, as defined in the Master Deed, in which an Owner does not have a direct or indirect ownership interest.

C. Exclusive Use Area. The Limited Common Elements (as defined in the Governing Documents) that is designated for the exclusive use of the Owner (i.e. patios, decks or balconies).

D. FCC. The Federal Communications Commission.

E. FCC Rules. The rules, regulations, and declaratory rulings of the FCC including, but not limited to, Section 207 of the Telecommunications Act of 1996, the Over-the-Air Reception Devices (OTARD) Rule, the FCC Order on Reconsideration issued September 25, 1998, the various Petitions for Declaratory Ruling issued by the FCC from time to time, and all amendments, from time to time, thereto.

F. Governing Documents. The Master Deed, Bylaws, Certificate of Incorporation, and rules and regulations of the Association, including any amendments, from time to time, thereto.

G. Mast. Structure to which an Antenna is attached that raises the Antenna height.

H. Owner. Unless otherwise expressly stated, for the purpose of this Resolution, Owner includes a tenant who seeks to install or installs an Antenna.

I. Satellite Dish. An Antenna.

J. Telecommunications Signals. Signals received by DBS, MDS, and television broadcast Antennas.

K. Transmission-Only-Antenna. Any Antenna used solely to transmit radio, television, cellular or other signals.

## **II. Installation Rules.**

### **A. Antenna Restrictions**

1. DBS Antennas and MDS Antennas (or other Antennas designed to receive television broadcast signals) may be installed by a Unit Owner within its Exclusive Use Area. Antennas are not permitted to encroach upon the common elements (e.g. an antenna cannot hang over an Exclusive Use Area into the area above or surrounding the common elements). The height of an Antenna installed within an Exclusive Use Area (e.g. over a deck) is restricted to the lesser of (1) the height of the common element roof or (2) the height at which the owner can obtain an acceptable signal. The Association reserves the right to prohibit or require a unit owner to remove any Antenna that is not safe and/or require the unit owner to provide competent

evidence from a licensed installer that the installation can withstand the force of wind and other natural elements.

3. Installation of Transmission-Only-Antennas are not permitted and must be approved in accordance with the Governing Documents.

4. All other antennas not covered or authorized by the FCC Rules are prohibited.

5. No more than one Antenna for each type of service may be installed per Unit.

**B. Location.**

1. Antennas must be installed solely in the Unit or on or within the Unit's Exclusive Use Area, as designated in the Governing Documents. If an Owner has any question regarding the location or extent of the Exclusive Use Area, the Owner is advised to contact the Association, through its property manager, prior to installation, and Owners are advised that failure to limit the installation to areas permitted by this Resolution (and by the FCC Rules) may result in the removal of the Antenna at the cost of the Owner. Installation of Antennas on Limited Common Elements or Common Elements does not convert these elements to individual property.

2. If acceptable quality signals (as defined in the FCC Rules) can be received by placing an Antenna inside a Unit, without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

3. Antennas must not encroach on any Common Elements (including air space), any other Owner's individual Unit or Limited Common Element, or the air space of another Owner's Limited Common Element. Without limiting the effect of this paragraph, installation of an Antenna on handrails or banisters, where any portion of the Antenna would extend beyond the limits of the Exclusive Use Area (i.e. patio), is prohibited and is subject to the provision of this Resolution regarding Common Element installations.

4. Antennas shall be located in a place shielded from view from outside the Community and from the Common Elements and other Units to the maximum extent possible; provided, however, that nothing in this rule requires installation in or at a particular location within an Exclusive Use Area where an acceptable quality signal cannot be received. This rule does not permit installation on Common Elements even if an acceptable quality signal cannot be received from an Antenna installed within a Unit or within an Exclusive Use Area. Owners are advised and encouraged to contact the Association's property manager to ascertain the preferred locations.

C. Installation.

1. Antennas shall be no larger or installed higher than is absolutely necessary for reception of an acceptable quality signal.

2. All installations shall be completed in a manner that will not (i) damage the Common Elements, Limited Common Elements, or individual Units, (ii) void any warranties of the Association or other Owners, or (iii) in any way impair the integrity of the Common Elements or Limited Common Elements.

3. Any installer, other than the Owner, shall provide the Association with an insurance certificate listing the Association as a "named insured." Insurance coverage shall meet the following minimum limits: Contractor's general liability (included completed operations) - \$1,000,000; and Workers' Compensation - Statutory Limits. These requirements are intended to ensure that Antennas are installed in a manner that complies with building and safety codes and manufacturer's inspections and to insure against losses resulting from improper installation, as improper installation could cause damage to structures and building components, posing a potential safety hazard to the Community residents and Association personnel. Owners are reminded that they can be held responsible for any damages or injuries caused by the Antenna installer and, therefore, should confirm, prior to installation, that the installer maintains such insurance coverages.

4. Antennas must be secured in a manner that will not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antennas, including damage from wind velocity.

5. There shall be no penetrations of Common Elements (including the exterior surfaces of buildings adjacent to Exclusive Use Areas) unless absolutely necessary to receive an acceptable quality signal or if such prohibition would unreasonably increase the cost of Antenna installation. 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:

a. Devices that permit the transmission of telecommunications signals through a glass pane without cutting or drilling a hole through the glass pane;

b. Devices, such as ribbon cable, which permit the transmission of telecommunications signals into a Unit through a window or door without penetrating a wall; or

c. Existing wiring for transmitting telecommunications signals and cable services signals.

6. If penetration of the Common Elements or exterior Exclusive Use Areas is necessary, penetration shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this rule is to prevent structural damage to the buildings and Units from moisture.

7. The installer shall have utility mark outs ordered and completed in advanced of installation.

D. Maintenance.

1. Owners who install or maintain Antennas are responsible for all associated costs, including but not limited to costs to:

- a. Place (or replace), repair, maintain, and move or remove Antennas;
- b. Repair damage caused by Antenna installation, maintenance, or use;
- c. Pay medical expenses incurred by persons injured by Antenna installation, maintenance, or use;
- d. Reimburse residents or the Association for damage caused by Antenna installation, maintenance, or use; and
- e. Repair Antenna installation sites to their original condition.

2. Owners shall not permit their Antennas to fall into disrepair or to become safety hazards. Owners shall be responsible for maintenance, repair, and replacement of their Antennas and the correction of any safety hazards.

3. If an Antenna becomes detached, the Owner shall immediately remove or repair such attachment. If the detachment threatens safety, the Association may remove the Antenna at the expense of the Owner. The Owner shall be responsible for repainting or replacing its Antenna if the exterior surface of the Antenna deteriorates.

E. Safety.

1. Antennas shall be installed and secured in a manner complies with all applicable municipal and state laws and regulations and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

2. Unless applicable laws and regulations require a greater separation, Antennas shall not be placed within 5 feet of above-ground or buried power lines. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Antennas shall not obstruct access to or exit from any Unit, walkway, electrical service equipment, or any other areas necessary for the safe operation of the Community. 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.

4. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Common Elements and Units.

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

### **III. Antenna Camouflaging.**

A. Antennas shall be painted to match the color of the structure (i.e. the building or fence) to which or next to which they are installed.

B. Camouflaging Antennas through inexpensive screening or plants may be required if Antennas are visible from outside the Community or from the Common Elements or other Units.

C. Exterior Antenna wiring shall be installed so as to be minimally visible.

### **IV. Mast Installation**

A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals and shall not exceed the height permitted by any then existing FCC Rules.

B. Masts complying with the FCC Rules may be installed, subject to the regulation notification process outlined below. Masts exceeding the height permitted by the FCC Rules must be preapproved due to safety concerns posed by wind velocities and the risk of falling Antennas and Masts. Application for a Mast exceeding the height permitted by the FCC Rules must include a detailed description of the structure and anchorage of the Antenna and the Mast, as well as an explanation of the need for a Mast exceeding the height permitted by the FCC Rules. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

C. Masts must be installed by licensed and insured contractors.

### **V. Antenna Removal.**

Antenna removal requires restoration of the installation location to its original condition. The Owner shall be responsible for all costs relating to restoration.



**VI. Association Maintenance of Locations upon Which Antennas are Installed.**

A. If an Antenna is installed on Community property that is maintained by the Association, the Owners shall retain responsibility for Antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or other residents. If increased maintenance or damage occurs, the Owner will be responsible for all such costs.

B. If maintenance requires the temporary removal of an Antenna, the Association shall provide the Owner with not less than five days' written notice (however, no notice shall be required in the event of an emergency). The Owner shall be responsible for removing or relocating its Antenna before maintenance begins and replacing the Antenna afterward. If the Antenna is not removed in the required time, then the Association may do so at the Owner's expense. The Association is not liable for any damage to Antennas caused by Association removal.

**VII. Notification Process.**

A. Any Owner desiring to install an Antenna must complete a notification form set forth in Schedule "A" and submit it to the Community's property manager care of the Association office. If the installation is routine, conforming to all of the above requirements, the installation may begin immediately.

B. If the installation is other than routine for any reason, the Owner and the Association (through its property manager) shall establish a mutually convenient time to meet to discuss installation methods. The Association shall not be required to meet other than during regular business hours.

**VIII. Installation by Tenants.**

The Association does not require a tenant desiring to install an Antenna to obtain the prior written permission of the Unit Owner, but tenants are advised to review their leases and contact their Unit Owner landlords.

**IX. Enforcement; Removal; Binding on Successor Owners.**

A. Any violation of the rules set forth in this Resolution shall be subject to enforcement pursuant to the Governing Documents *including a fine up to maximum amount permitted by law per violation, per day that the violation continues*. Accordingly, to the extent permitted by applicable law and the Governing Documents, the Association shall be entitled to reasonable attorneys fees, costs, and expenses incurred in the enforcement of these rules.

B. If Antenna installation imposes a serious and immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation, or may remove the installation, in which case the Antenna shall be retained and safeguarded by the Association and returned to the Owner as soon as reasonably possible.

C. If an Antenna is installed upon or within the Common Elements without the prior written approval of the Board in accordance with this Resolution, the Unit Owner may be required to remove the Antenna, restore the area to its original condition, and pay for all costs incurred as a result thereof. If the Unit Owner does not arrange and pay for the removal within five days following notice from the Association (except that no notice shall be required in the event of an emergency), the Association may remove the Antenna (including any accessory components) and restore the area, all at the Unit Owner's cost and expense. The cost of removal and restoration will be a lien upon the Unit Owner's Unit, collectible in the same manner as a common expense assessment, and the Unit Owner shall also be responsible for all costs of collection incurred by the Association.

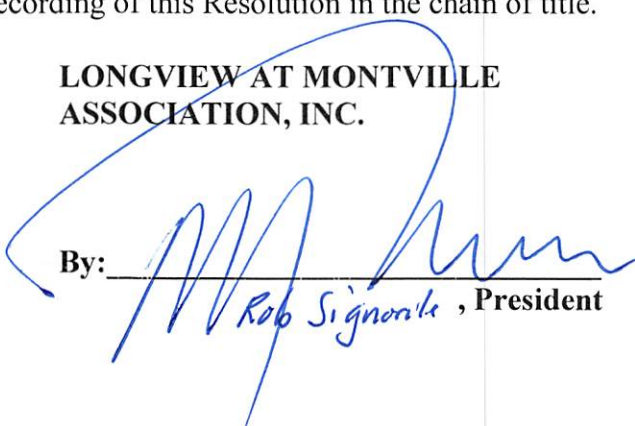
D. If an Owner fails to remove its Antenna upon the sale of its Unit, then the successor purchaser (s) shall be responsible for, and shall assume all of the liabilities of, the Owner or resident who installed the Antenna (and all intervening owners or residents) in accordance with this Resolution.

**XI. NOTICE AND RECORDING.** The Association's managing agent is authorized and directed to prepare correspondence, in appropriate form and substance, and thereafter circulate same, along with a copy of this Resolution, to all Owners. The Association also authorizes and directs its legal counsel to arrange for recordation of a copy of this Resolution with the County Clerk's Office in order to establish the recording of this Resolution in the chain of title.

**ATTEST:**

**LONGVIEW AT MONTVILLE  
ASSOCIATION, INC.**

  
\_\_\_\_\_  
Ted Hochman, Secretary

  
By: \_\_\_\_\_  
Rob Signorale, President

STATE OF NEW JERSEY :  
: SS.  
COUNTY OF MORRIS :

I CERTIFY that on January 31, 2018, Rob Signorile personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the g Secretary of the LONGVIEW AT MONTVILLE ASSOCIATION, INC., a nonprofit 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 Rob Signorile, the President of the corporation;
- (c) this person knows the proper corporate seal of the corporation and the proper corporate seal was affixed;
- (d) this document was signed and delivered by the corporation as its voluntary act and deed by virtue of authority from its Board of Trustees; and
- (e) this person signed this acknowledgment to attest to the truth of these facts.
- (f) this Resolution was duly introduced and was thereafter adopted at a regular scheduled meeting of the Board of Trustees, at which a quorum was present, by a majority vote of the members of the Board of Trustees eligible to vote on this matter.

Signed and sworn to before me  
on January 31, 2018

  
\_\_\_\_\_  
Ted Hochman, Secretary

  
\_\_\_\_\_  
Martin Cabalar  
Notary Public of New Jersey

Martin Cabalar  
Attorney at Law  
State of New Jersey

Attorney at Law  
~~Record and Return To:~~  
Martin C. Cabalar, Esq.  
Becker & Poliakoff, LLP  
67 Park Place East, Suite 702  
Morristown, NJ 07960

**SCHEDULE "A"**

**LONGVIEW AT MONTVILLE CONDOMINIUM ASSOCIATION, INC.**  
**(the "Association")**

**NOTIFICATION OF THE PROPOSED INSTALLATION OF SATELLITE ANTENNA  
(DISH)  
WITHIN EXCLUSIVE USE AREA**

A. This notification form is to be submitted to Longview at Montville Condominium Association property manager, pursuant to Article VII of the Resolution Regarding Installation of Satellite Dishes adopted on \_\_\_\_\_, 2017 (the "Resolution").

1. Identification of Owner:

Name	Telephone Number
Unit/Address	

2. Identification of Tenant (if applicable)

Name	Telephone Number
Unit Address	

3. Identification of Proposed Installation - Please provide all applicable installation information, including the information outlined below. You may attach brochures or similar descriptions.

A. Location (may be provided by sketch)

B. Description of proposed installation, including size and color, and method of attachment.

C. Description of accessory items, including means, location, and method of connecting to Unit and piercing unit exterior.

4. Proposed camouflaging or screening: \_\_\_\_\_  
\_\_\_\_\_

5. Name of installer (if other than owner).

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

6. Name of Vendor (if other than installer).

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

7. Proposed date of installation: \_\_\_\_\_

8. Insurance - The Owner (or resident) has been advised that a copy of the insurance certificate (in accordance with paragraph IIIC3 of the Resolution) should be provided prior to commencement (unless work is to be performed by the Owner).

9. Indemnification - The undersigned Owner or resident, on its behalf and on behalf of all other Owners and residents of the Unit, agrees to indemnify and hold the Association and the Association's property manager and their respective trustees, directors, officers, employees, agents and representatives, harmless from and against any and all claims, costs and liability (including reasonable attorneys fees) arising out of the installation, use, and maintenance of my (our) satellite dish or antenna.

\_\_\_\_\_  
Unit Owner(s)/Resident(s) - Print Names

\_\_\_\_\_  
Signature(s)

\_\_\_\_\_  
Date