

NATICK VILLAGE CONDOMINIUM

RESOLUTION

ANTENNA RESTRICTIONS

We, the undersigned, being a majority of the Board of Trustees of the Natick Village Condominium Trust under Declaration of Trust recorded with the Southern Middlesex Registry of Deeds in Book 18018, Page 417, pursuant to Article VI, Section 6.10 of said Trust do hereby adopt the following resolution relating to antennas:

1. Definitions.

(a) Reception Antenna means an antenna, satellite dish, or other structure used to receive video programming services intended for reception in the viewing area. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, and television broadcast signals. The mast supporting the Reception Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Reception Antenna or similar structure are part of the Reception Antenna. A Reception Antenna that has limited transmission capability designed for the viewer to select or use video programming is a Reception Antenna provided that it meets Federal Communications Commission standards for radio frequency radiation. Structures similar to Reception Antennas are any structure, device, or equipment that is similar in size, weight, appearance to Reception Antennas.

(b) Transmission Antenna means any antenna, satellite dish, or structure used to transmit radio, television, cellular, or other signals other than a reception antenna.

2. (a) No resident shall install a Reception Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area granted to the unit where the resident resides pursuant to the provisions of the Master Deed creating the condominium.

(b) A Reception 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.

(c) Tenants must obtain the written permission of the owner before they may install a Reception Antenna on any limited common areas or exclusive use areas, as defined in the Master Deed as being within the owner's exclusive use or control.

3. If a Reception Antenna is installed in a limited common area or exclusive use area as defined in the Master Deed, such installation shall be subject to the following:

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

(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) Reception Antennas must be placed in areas that are shielded from view from outside the project or from other units to the extent possible; provided that nothing in this rule shall require a Reception 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 Reception Antennas be installed on roofs, lawns or other common areas.

Residents must first attempt to install the Antennas within the units. If an acceptable signal is not possible, residents must next attempt to install the Reception Antenna on their own exclusive use deck or yard, if any. If an acceptable signal is not received in either of these two areas, then prior to installation on any other exclusive use area, if any, the resident must first provide the Board with written certification signed under the pains and penalties of perjury by a qualified antenna installer certifying that an acceptable quality signal cannot be received in the unit or deck or yard. 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) Reception Antennas or similar structures shall not be placed in areas where it blocks fire exits, walkways, ingress or egress from an area, fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the project. The purpose of this rule is to permit evacuation of the units and project and to provide clear access for emergency personnel.

(e) Reception Antennas or similar structures 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 Reception Antennas are allowed to be placed outside the building, they must be painted to match, or be compatible with, the color of the building. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Reception Antenna from view.

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

(h) The residents who own or use a Reception Antenna are responsible for all costs associated with their Reception Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Reception Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Reception Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Reception Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Reception Antenna. Evidence of insurance of the installer in satisfactory kinds and amounts shall be provided to the Association prior to the commencement of work, naming the Association as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Reception Antennas shall be securely attached to the building or ground and shall have guy wires securing the device to the building or ground, but only if said building or ground area is a limited common element. Otherwise, guy wires and the like may not be attached to common areas and facilities.

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

(k) No resident may install more than one (1) Reception Antenna or more than one (1) satellite dish.

#### 4. Process and Procedure.

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

5. Transmission Antennas are prohibited.

6. At least five (5) days prior to the commencement of any installation, the resident shall provide a copy of the Notification Form attached hereto to the Board. All work must be performed by licensed and insured contractors. Said contractor shall also provide detailed plans and specifications prior to commencing the installation to the Board.

7. The resident is responsible for the immediate removal of the Reception Antenna if it must be removed in order for the Association to repair, paint or maintain the area where it is installed.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect.

9. The Board may amend this Resolution from time to time as it deems necessary.

In all other respects the Rules and Regulations as hereby amended by the Resolution are hereby ratified and affirmed.

EXECUTED under seal this 9<sup>th</sup> day of April, 1997.

Majority of the Board of Trustees  
of the Natick Village Condominium  
Trust and not individually,

Helen Cooper, Trustee  
John F Spall (Trustee)  
Susan Rabinovici Trustee  
Arthur Schwartz TRUSTEE  
CBW

COMMONWEALTH OF MASSACHUSETTS

Middlesex, SS.

April 9, 1997

Then personally appeared the above named Helen Cooper,  
Benjamin Rabinovici, Harvey Geetz,  
John Spall, and Arthur Schwartz, as  
Trustees of the Natick Village Condominium Trust, and not individually, and acknowledged the  
foregoing instrument to be their free act and deed, before me.

Margaret Sunig  
Notary Public  
My Commission Expires: 3/5/04

**NOTIFICATION FORM**  
**FOR THE INSTALLATION OF DBS SATELLITE DISH,**  
**MMDS ANTENNA OR TV ANTENNA**

NOTE: This form must be completed and returned at least five (5) days  
prior to the installation of an antenna.

TO: Trustees of the Natick Village Condominium Trust  
18 Village Way  
Natick MA 01760

FROM: Owner's Name: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone (home): \_\_\_\_\_

Phone (work): \_\_\_\_\_

Unit Address: \_\_\_\_\_  
\_\_\_\_\_

Type of satellite dish or antenna to be installed (check any that apply)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)  
 MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)  
 Television antenna

Installation will include a mast  No  Yes If yes, insert total length or  
height of mast: \_\_\_\_\_ feet (Note: mast may not exceed 12 feet).

Installation of the dish or antenna will be done by the following licensed contractor

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Tel. No.: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_

A copy of the contractor's license and certificate of insurance naming the Natick Village  
Condominium as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the exact location of the dish or antenna and attach a  
diagram or drawing of the exact location of the antenna.

Does the location of the dish or antenna comply with the Association's regulations?

Yes  No

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all time with the  
Association's regulations with respect to the installation of dishes and antennas.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

NATICK VILLAGE CONDOMINIUM

AMENDMENT NUMBER TWO  
DECLARATION OF TRUST

Reference is hereby made to that certain Declaration of Trust dated April 10, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18118, Page 417, which Declaration of Trust established, pursuant to Massachusetts General Laws, Chapter 183A, the Natick Village Condominium Trust, the organization of unit owners of the Natick Village Condominium, a condominium established, pursuant to Massachusetts General Laws, Chapter 183A, by a Master Deed dated April 10, 1987, and recorded with the Middlesex County Southern District Registry of Deeds in Book 18118, Page 376.

WHEREAS said Declaration of Trust has not heretofore been amended.

WHEREAS the Unit Owners entitled to more than fifty percent (50%) of the Beneficial Interest desire to amend said Declaration of Trust as provided in Article VIII, Section 8.1, thereof.

WHEREAS no other consents are required therefore.

NOW THEREFORE said Declaration of Trust is hereby amended pursuant to Article VIII, Section 8.1, of said Declaration of Trust as follows:

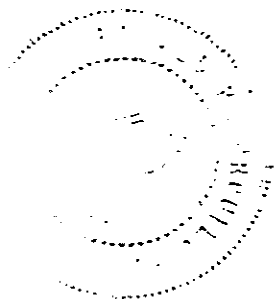
1. Article VI, Section 6.7 is amended by inserting after the word "persons" in the first paragraph thereof:

and for those additional purposes set forth in Paragraph 8 of the Master Deed, as amended,

2. Article VI, Section 6.5.3 is amended by inserting the following text at the end thereof:

The Trustees may authorize that exclusive use of any portion of the Common Areas and Facilities be assigned as a cooperative rental and sales office for the sale and lease of all Units by all Unit Owners. Notwithstanding the foregoing, any such authorization shall be subject to the reasonable rules and regulations as may be established by the Trustees of Natick Village Condominium Trust.

IN WITNESS WHEREOF we, the undersigned being a majority of the Trustees of the Natick Village Condominium Trust, having first received the written consent of the Unit Owners entitled to more than fifty percent (50%) of the Beneficial Interest have set our hands and seals this 30th day of December, 1991.



Grace L. Malloy, Trustee  
Grace L. Malloy, Trustee  
of the Natick Village  
Condominium Trust

John P. Spath, Trustee  
John P. Spath, Trustee  
of the Natick Village  
Condominium Trust

Robert J. Cutler, Trustee  
Robert J. Cutler, Trustee  
of the Natick Village  
Condominium Trust

Richard C. Farrington, Trustee  
Richard C. Farrington, Trustee  
of the Natick Village  
Condominium Trust

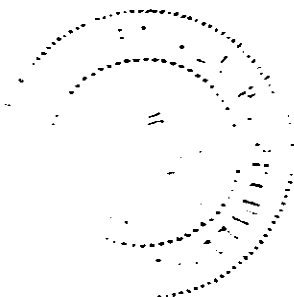
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

JANUARY 16 , 1992

There personally appeared before me the above-named Grace L. Malloy and acknowledged the foregoing Agreement to be her free act and deed.

Ronald R. Brouillard  
Notary Public RONALD R. BROUILLARD  
My commission expires: 2/20/98



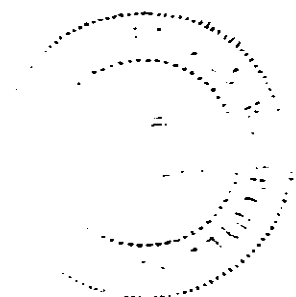
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

JANUARY 16 , 1992

There personally appeared before me the above-named John P. Spath and acknowledged the foregoing Agreement to be his free act and deed.

Ronald R. Brouillard  
Notary Public RONALD R. BROUILLARD  
My commission expires: 2/20/98



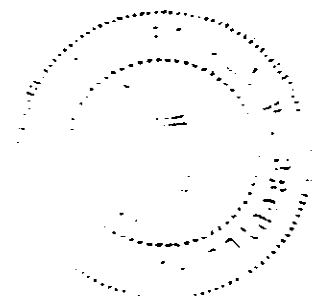
COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

JANUARY 16 , 1992

There personally appeared before me the above-named Robert J. Cutler and acknowledged the foregoing Agreement to be his free act and deed.

Ronald R. Brouillard  
Notary Public RONALD R. BROUILLARD  
My commission expires: 2/20/98

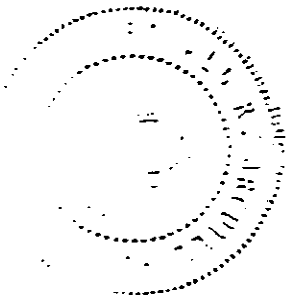


COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS.

JANUARY 16, 1992

There personally appeared before me the above-named Richard C. Farrington and acknowledged the foregoing Agreement to be his free act and deed.



Ronald R. Brouillette  
Notary Public RONALD R. BROUILLETTE  
My commission expires: 2/20/98