



MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. 33 (p. 2): Blanket ban, sub-1-meter size cap, or prior approval requirement on satellite dishes or antennas is preempted by federal FCC OTARD regulations.

Statutory / Legal Reference: 47 C.F.R. § 1.4000 (FCC OTARD Rule)

Statutory Comparison: The FCC Over-the-Air Reception Devices rule (47 C.F.R. § 1.4000, as expanded by the 2021 OTARD Report and Order, FCC 21-10) preempts community association restrictions that prohibit, charge application fees for, require prior architectural approval for, or impose sub-1-meter (39.37-inch) diameter caps on the installation, maintenance, or use of television broadcast antennas, direct-broadcast satellite dishes 1 meter or less in diameter, and fixed wireless broadband antennas (including hub and relay antennas) situated on property within the exclusive use or control of the owner/tenant.

CURRENT WORDING IN DOCUMENT:

No towels nor laundry lines may be hung in public. 34. No satellite dishes can be set up on the dock.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

Provided that this restriction shall not prohibit or require prior approval for any owner or occupant installing an antenna, fixed wireless broadband hub/relay device, or satellite dish of one meter (39.37 inches) or less in diameter within areas under the owner's or occupant's exclusive use or control, in accordance with FCC OTARD regulations (47 C.F.R. § 1.4000).

ISSUE #1

26. The use of ladders, scaffolds, or electric extensions is at the sole risk of the user, and Operator shall be exempt from any and all liability or damage or injury to any person or property caused by or as a result of the use of any electrical appliances and equipment.
27. No person, unless it shall be the boat owner, shall make any repair to the boat, motor or any part thereof unless the Operator has given permission in writing. Paint scraping and paint spraying, other than for minor touch-up should not be performed in the facility.
28. No refuse shall be thrown overboard. Garbage shall be deposited in cans supplied for the purpose, and other debris shall be placed where specified by the Operator. No discharge overboard is permitted. All boats with toilets must have tablets inserted into their holding tanks.
29. Disorder, depredations or indecorous conduct by a Tenant or his visitors that might injure a person, cause damage to property or harm the reputation of the Boat Basin shall be cause for immediate removal from the Boat Basin of the boat in question.
30. All boats with propane on board must comply with all applicable Federal, State, Suffolk County, and Town of Islip statutes, and all regulations governing the use of propane and propane installations.
31. Young children should be supervised while in the boat basin area.
32. No baby pools may be placed on the dock.
33. No towels nor laundry lines may be hung in public.
34. No satellite dishes can be set up on the dock.
35. ~~No barbecuing using open flames is permitted on the dock~~ of the Boat Basin.
36. Vessels with unusually loud engines will not be permitted to dock in the Boat Basin.
37. The use of shore power cord(s) is at the sole risk of the user, and Operator shall be exempt from any and all liability for any damage, or injury to any person or property caused by, or as the result of use of any electrical appliance. Shore power cord(s) shall not be plugged in to any other outlet, or Tenant becomes liable for that electric bill.
38. Operator reserves the right to close the Boat Basin in the event of a weather emergency. Tenant agrees to follow Operator's directions concerning removal and return of his/her vessel. There will be no refunds due to such a closure unless it was for a week or more.
39. Slip rental allows free use of the Association's private Bay Beach Park for a maximum of 6 persons per boat. Obtain a permit from the dock master in order to gain access. Permission may be revoked at the discretion of the Association or its agents for failure to abide by these rules and/or directions of the Bay Beach Park management.
40. No banners, flags, signs or similar displays regarding political or social campaigns or issues are permitted in the boat basin.
41. Boaters are urged to respect the privacy of their fellow boaters, video and audio recording should only be done with the privacy of others in mind.
42. It is understood and agreed by the Tenant that the Operator its agents, and employees will not be responsible for any damage or loss of life or personal injury, malicious vandalism, freezing, acts of God, or latent defects in the hull or machinery, and does not carry any insurance to cover same.
43. Notwithstanding any other provisions of this agreement, Operator does not waive any claim for actual damages which it might suffer due to actions of Tenant.
44. Tenant shall indemnify, defend and hold harmless the Seaview Association of Fire Island, N.Y., Inc. and its officers, directors, employees, contractors and agents from and against all claims, liabilities, demands and judgments for any injury to person or property arising out of Tenant's use of the Seaview Boat Basin. This indemnification and hold harmless clause shall survive the expiration or termination of the Rental Permit with respect to acts or events occurring or alleged to have occurred during the term of this Rental Permit. To this end, Tenant agrees to obtain and maintain general liability insurance in the amount of a minimum of \$300,000 naming the Seaview Association of Fire Island, N.Y., Inc. as an additional insured for the term if his/her stay.
45. The Tenant agrees that if the Operator requires the assistance of any attorney to enforce a provision of this contract, the Tenant will be responsible for the Operator's reasonable attorney fees and costs.
46. Violation of these rules can result in the cancellation of Tenant's remaining rental term. In that case Operator will refund the prorated amount of the remaining term less 25% for liquidated damages.
47. The Operator may amend these rules at any time by posting on-line on the Seaview website (seaviewfiresland.com) and in print at the Dock Masters house.
48. Operator's failure to enforce any one or more rules on one or more occasions shall not be deemed to be a waiver its right to enforce such rule(s).