electric outlets and fixtures within the unit, and including those within the screened porch; interior doors, windows, screening and glass, including screening on the screened porch, sliding glass doors, including the operating mechanisms, all exterior doors, except the painting of exterior doors shall be a common expense of the Condominium; replace lights on screened porch and pay for all his utilities-i.e., electric, water, sewage and telephone. Where a unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the unit owner.

2. Not to make or cause to be made any structural addition or alteration to his unit or to the common elements. Alterations within a unit may be made with the prior written consent of the Association, and all Mortgagees holding a mortgage on his unit.

3. To make no alterations, decorations, repair, replacement or change of the common elements, or to any outside or exterior portion of the building(s) whether, within a unit or part of the common elements. Said parties shall comply with the Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property, caused by the unit owner's contractor, sub-contractor, or employee, whether said damages are caused by negligence, accident or otherwise.

4. To allow the Management Firm, the Board of Directors, or the agents or employees of the Management Firm, or the Association, to enter into any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements, or to determine in case of emergency, circumstances threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.

ISSUE #1

5. To show no signs, advertisements or notices of any type on the common elements or his unit, and erect no exterior antenna or aerials, except as consented to by the Board of Directors of the Associations.

D. In the event the owner of a unit fails to maintain said unit and limited common elements, as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association, or the Management Firm, on behalf of the Association, and on its own behalf, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in

NOT A CERTIFIED COPY

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH FED LAW — BOARD & COUNSEL REVIEW

Sec. 5 (p. 23): FCC OTARD Satellite Dish / Antenna Preemption Defect: Clause imposes a blanket ban, prior-approval delay, or sub-1-meter size cap on residential reception antennas/satellite dishes preempted by 47 C.F.R. § 1.4000.

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

Statutory Comparison: Under the FCC Over-the-Air Reception Devices (OTARD) Rule, 47 C.F.R. § 1.4000, promulgated under § 207 of the Telecommunications Act of 1996, any covenant or rule that prohibits, requires prior architectural approval before installation, or restricts satellite dishes/antennas measuring one meter (39.37 inches) or less in diameter on property within the owner's exclusive use or control is federally preempted and void.

CURRENT WORDING IN DOCUMENT:
Tn show no signs, advertisements or notices of'any type on the common clements or his unit, and crect no exterior antenna or gerials, except as consented to by the Board 01 Directors of'the Associations.

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):
Amend Section 5 to incorporate the mandatory statutory safe harbors of 47 C.F.R. § 1.4000 (FCC OTARD Rule); Fla. Stat. Ch. 718 (Condominium Act), permitting OTARD reception antennas (up to 1 meter in diameter without prior approval) and solar/EV/water-wise installations within statutory parameters.