

OR Bk 6653 Pg 4894
Orange Co FL 2002-0528045

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

5.11 Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer (or any of its affiliates) is the Owner of any Lot, neither the Developer, nor any such affiliates, shall be liable for assessments against such Lot.

5.12 Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interests may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions, the deposit of which are insured by an agency of the United States.

ARTICLE SIX - CERTAIN RULES AND REGULATIONS

6.1 Applicability. The provisions of this Article Six shall be applicable to all of the Property but shall not be applicable to the Developer or property owned by the Developer.

6.2 Land Use and Building Type. No Lot, nor building on a Lot, shall be used except for residential purposes and no Lot shall have more than one home. Temporary uses by Developer and its affiliates for model homes, sales displays, parking lots, sales offices, and other offices, or any one or combination of such uses, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings erected by the Developer or its affiliates (except if such changes are made by the Developer) without the consent of the Architectural Review Board as provided herein.

6.3 No Short Term Lease or Rental of Unit. No structure shall be utilized as a Unit for short term lease or rental. All leases of any Unit for a period of less than six (6) months shall be prohibited. Any lease or rental of a Unit shall be for a minimum term of six (6) months.

6.4 Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat covering the Property and as provided herein. Within these easements, no permanent structure may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. Fencing and driveways shall be allowed to cross easements with the prior written approval of the ARB; provided, however, the Owner shall agree and be obligated to remove such fencing and driveways to facilitate utility maintenance. The area of each Lot covered by an easement and all improvement in that area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association and the Developer and its affiliates, and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewer and storm conduits, under and through the utility easements as shown on the plats. Developer and its affiliates, and its and their designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antenna, radio, television, and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

6.5 Nuisances. No noxious, offensive or unlawful activity shall be carried on upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Owners.

6.6 Temporary Structures. No structure of a temporary character, or trailer, tent, or mobile home, shall be permitted on the Property at any time or used at any time as a residence, either temporarily or permanently, except by the Developer and its affiliates during construction.

Sec. 6.4 (p. 13): 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:

easement for the installation and maintenance of cable and community antenna, radio, television, and security lines (and for all future technological advances not now known) within platted utility easement areas. All utilities and lines within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground.

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).

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