

7.1 No exterior additions, removals or alterations (including changes in color or appearance) to any building on the Property, additional fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Declarant in connection with the initial construction of the Residences on the Property, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of the external design and location in relation to surrounding building erected upon the Property by an architectural committee composed of the Board of Directors of the Association or three (3) or more representatives appointed by the Board of Directors. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval shall be deemed to have been given. If no application has been made to the architectural committee or their representatives, or if such application has been rejected, a suit to enjoin or remove such additions, alterations or changes may be instituted at any time by the Association or any Owner; provided, however, no suit to enjoin or remove such additions, alterations or changes may be commenced if unapproved improvements have been completed for a period of ninety (90) days and thereafter a deed to a new Owner is recorded, such improvements having been deemed to have been approved by the architectural committee. None of the members of the architectural committee shall be entitled to any compensation for their

services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by such committee. Exterior antennae shall not be placed on any building without the express written approval of the architectural committee. During the time in which the Association has a Class B membership, all decisions of the architectural committee may be vetoed by the Declarant.

ISSUE #1

MARKUP #1 ->

SECTION 8

INSURANCE AND RECONSTRUCTION

8.1 Each Owner is responsible for obtaining and keeping in full force and effect:

- a) Property Insurance insuring against loss or damage to the Residence on the Lot owned by such Owner,
- b) Liability insurance insuring against claims for personal injury, death or property damage.

8.2 The Board of Directors of the Association or its duly authorized agent shall obtain and keep in full force and effect:

- a) Property insurance for all insurable Improvements including fences and fixtures on the Lots, the Common Area, and the Limited Common Areas insuring against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.
- b) A broad form of public liability insurance insuring the Association, with such limits of liability as the Association shall determine to be necessary, against all acts, omissions to act, and negligence of the Association, its employees and agents.
- c) Fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association in an amount sufficient to provide no less protection than one and one-half (1½) times the estimated annual operating expenses and reserves of the Association.
- d) Any and all other types of insurance coverage deemed necessary by the Board including any coverage and endorsements required by any state or federal agencies, corporations or private corporations that make purchase, insurance or guarantee mortgages on the various Lots.

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. 7.1 (p. 8): 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:

independent professional advisors retained by such committee. Exterior antennae shall not be placed on any building without the express written approval of the architectural committee. During the time in which the Association has a Class B membership, all decisions of the architectural committee may be vetoed by the Declarant.

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).