

MARKUP #1 ->

Antenna to an Approved Location. If the Antenna could have been located in an Approved Location without Unreasonable Delay or Signal Impairment but with Unreasonable Cost Increase, the Association may, at its expense, using an installer selected by the Association and after reasonable notice to Owner, move the Antenna to an Approved Location.

(C) For purposes of this Section 3.02, the following are defined terms:

“Antenna” means any exterior antenna, aerials, satellite dishes or other apparatus (a) of one meter or less in diameter that is used to receive direct broadcast satellite service or to receive or transmit fixed wireless signals via satellite; (b) of one meter or less in diameter that is used to receive video programming services via multipoint distribution services or to receive or transmit fixed wireless signals via other than satellite; or (c) that is used to receive television broadcast signals.

“Approved Location” means that portion of a Lot which is not visible from any street, Common Area or other Lot and preferably: (a) in the rear or side yard of the Lot; (b) mounted on a pole, the dwelling unit or other structure below the fence line or otherwise screened by a fence; and (c) not located on or near the roof of the front half of the dwelling unit or other improvement. See (B) above for other criteria requiring location in an Approved Location.

“Signal Impairment” means that the ability of an Antenna to receive or transmit acceptable quality signals from an Approved Location is precluded.

“Unreasonable Cost Increase” means the costs of installation, maintenance or use of an Antenna are unreasonably increased in light of the cost of the antenna and related equipment.

“Unreasonable Delay” means the installation, maintenance and use of the apparatus in the Approved Location is unreasonably delayed, such as by a preapproval or permit requirement.

3.03 Insurance Rates. Nothing shall be done or kept on a Lot that would increase the rate of insurance or cause the cancellation of insurance on any Lot or any of the Improvements located thereon without the prior written approval of the Board.

3.04 Subdividing. No Lot shall be further divided or subdivided, nor may any easement or other interest therein less than the whole be conveyed by the owner thereof without the prior written approval of the Architectural Committee; provided, however, that when Declarant is the owner thereof, Declarant may further divide and subdivide any Lot and convey an easement or other interest less than the whole, all without the approval of the Architectural Committee.

3.05 Signs; Flags. No sign or flag of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Committee except the following permitted signs/flags;

- (1) signs advertising the Lot for sale;
- (2) not more than two (2) political signs erected no more than ninety (90) days prior to election and to be removed no later than ten (10) days after an election;

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. 3.04 (p. 6): Flag or flagpole restriction fails to include statutory exemption for the United States flag under the Freedom to Display the American Flag Act.

Statutory / Legal Reference: 4 U.S.C. § 5 Note (Freedom to Display the American Flag Act of 2005) & Tex. Prop. Code Ch. 209 (Texas Residential Property Owners Protection Act) & 22 TAC § 535.401 (TREC Management Certificate Rules)

Statutory Comparison: The federal Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243) prohibits community associations from adopting or enforcing any policy that prevents a member from displaying the flag of the United States on residential property to which the member has a separate ownership interest or right to exclusive possession or use.

CURRENT WORDING IN DOCUMENT:

Signs; Flags. No sign or flag of any kind may be erected or maintained on any Lot without the consent in writing of the Architectural Committee except the following permitted signs/flags; (1) (2) signs advertising the Lot for sale; not more than two (2) political signs erected no more than ninety (90) days prior to election and to be removed no later than ten (10) days after an election; Declaration of Covenants, Conditions, and Restrictions 6 of Greenbrier (000496557) Ps 109 Doc Bk .Vol 01149825 OR 11230

SAMPLE DISCUSSION WORDING (FOR HOA ATTORNEY REVIEW):

In accordance with the Freedom to Display the American Flag Act of 2005 (4 U.S.C. § 5 Note, Pub. L. 109-243), any homeowner may respectfully display the official United States flag on residential property under their ownership or exclusive use.

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