

the Declarant and the cost of such maintenance shall be a Special Assessment against the Owner, payable according to the terms and conditions contained in Article B hereof.

10. No soil shall be removed from any lot in the Subdivision without the prior consent of the Declarant or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the lot buyer's expense, to such other places in the Subdivision or on other property as may be designated by the Declarant. If the Declarant, after notification from the Lot Owner, fails or neglects within forty-eight (48) hours to notify the Lot Owner of the place to which fill is to be delivered, the Owner may dispose of said fill at his own discretion. Failure to comply with this paragraph shall render Lot Owners liable for damages equal to the cost of acquiring the same amount and quality of fill improperly disposed of, plus the cost of delivering the same from its source to the parcel designated.

11. The design (including materials) and location of each mailbox/newspaper box shall be subject to the approval of the Declarant, in Declarant's discretion.

12. There shall be no outside storage of cars, motorcycles, snowmobiles, jet skis, boats, trailers, buses, trucks or campers, or any other vehicles or items deemed to be unsightly by the Declarant. The outside storage or parking of commercial vehicles is expressly prohibited, and any commercial vehicle must be housed in a garage.

13. There shall be no out-buildings, above ground swimming pools, tennis courts or satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring Lot.

14. No Lot shall be used in whole or in part for the storage of rubbish or building materials (other than during the construction of a Residence or other permitted improvement) of any character whatsoever, nor shall any Lot be used for the storage of any property, item or material that shall cause such Lot to appear in an unclean or untidy condition or that will be obnoxious or offensive to the eye in

MARKUP #1 ->

MARKUP #1 · CONFLICTS WITH FED LAW

BOARD & COUNSEL REVIEW

Sec. d (p. 5): 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:
There shall be no out-buildings, above ground swimming pools, tennis courts or satellite dish antennas (having a diameter in excess of twenty-four (24) inches). No antenna or permitted satellite dish shall be visible from any roadway or neighboring Lot. 14. No Lot shall be used in whole or in part for the storage of rubbish or building materials

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