

RULES AND REGULATIONS
OF
WEATHERSTONE, A TOWNHOME PLANNED COMMUNITY

GENERAL

1. Weatherstone Homeowners Association ("Association"), acting through its Executive Board, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Executive Board.

2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of such Unit Owner, his family or tenant of such Unit Owner. Wherever in these Regulations reference is made to the Association, such reference shall include the Association and any Managing Agent when a Managing Agent is acting on behalf of the Association.

3. The Unit Owners shall comply with all the Regulations hereinafter set forth governing the buildings, public areas, drives, recreational areas, grounds, parking areas and any other appurtenances.

4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Executive Board.

RESTRICTIONS ON USE

5. No part of the Community shall be used by or through a Unit Owner for any purpose except housing and the common purposes for which the Community was designed, except for such accessory uses as may be authorized by the Executive Board pursuant to Article IX of the Declaration.

6. There shall be no obstruction of the Common Facilities. Nothing shall be stored or placed on the Common Facilities without the prior consent of the Executive Board except as provided herein or as expressly provided in the Declaration or Bylaws.

7. Nothing shall be done or kept in any of the Units or the Common Facilities which will increase the rate of any insurance policy maintained by the Association without the prior written consent of the Executive Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Facilities which will result in the cancellation of any insurance policy maintained by the Association or which would

be in violation of any public law, ordinance or regulation. No gasoline or other explosive or flammable material may be kept in any Unit, storage area or Common Facility, except that Unit Owners may keep small amounts of gasoline in appropriate containers for use in snowblowers and similar lawn care equipment. No waste shall be committed on the Common Facilities.

8. All garbage and trash and recycling must be disposed of in a proper manner consistent with all applicable regulations of Fairview Township and any other governmental entity with jurisdiction over the Community. No garbage or trash or containers therefor shall be visible from the exteriors of the Units except on that day of the week designated for the collection and removal of garbage and trash. No trash or trash containers may be placed or otherwise stored on any exterior part of a Unit or in any Common Facilities or Limited Common Facilities. Notwithstanding the foregoing, trash and recycling containers may be placed curbside before dusk on the day immediately before the designated pickup day and must be removed by the end of the designated pick up day. The Association reserves the right to designate one trash removal service for the Community. In that event, each Unit Owner will be billed directly by the trash removal service.

9. Except in the Limited Common Facilities appurtenant to a Unit or in any recreational areas designated as such by the Executive Board, no playing or lounging shall be permitted, nor shall bicycles, toys, benches, chairs or other articles of personal property be left unattended in public areas, parking areas, lawns or elsewhere on the Common Facilities.

10. The water closets and other water and sewer apparatus shall be used only for the purpose for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein. The cost of repairing any damage resulting from misuse of any of such apparatus shall be borne by the Unit Owner causing such damage.

11. Each Unit Owner shall keep his Unit in good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

12. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of any Building or which may structurally change the Building nor shall anything be altered or constructed on or removed from the Common Elements, except upon the prior written consent of the Executive Board.

13. No unlawful, immoral, improper, noxious or offensive activity shall be carried on in any Unit or on the Common Facilities, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Units or occupants. No Unit Owner shall make or permit any disturbing noises in the Buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical

instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners.

14. No "For Sale," "For Rent" or "For Lease" signs, window displays or advertising shall be maintained or permitted on any part of the Community or on any Unit, without the prior written consent of the Executive Board. The right is reserved by the Declarant and the Executive Board or any Managing Agent, to place "For Sale," "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee who may become the owner of any Unit to place such signs on any Unit owned by such mortgagee, but in no event may any sign be larger than four square feet in size (two feet by two feet in dimensions).

15. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or Common Elements appurtenant thereto, whether through or upon windows, doors, siding or masonry of such Unit without the prior written consent of the Executive Board. The prohibition herein includes without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters or any other items, provided however, that awnings and shutters installed by Declarant during the initial construction of a Unit shall be permitted. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of his or her Unit without the prior consent of the Executive Board. No clothes line, clothes rack or any other device may be used to hang any items on any window nor may such devices be used anywhere on the Common Elements, including Limited Common Facilities, except in such areas as may be specifically designated for such use by the Executive Board. Patios, decks, porches, yards and stoops shall not be used unreasonably as storage areas, and furnishings used outdoors shall be those suitable for and typically used for outside purposes. No exterior portion of a Unit, including but not limited to a patio, deck, porch or stoop, and no Common Element shall be altered in any way except with the written permission of the Executive Board, and any alteration shall be done in accordance with the Declaration.

16. Additions, alterations and improvements to the exterior of Units and any Limited Common Facilities appurtenant thereto may be made by Unit Owners only in accordance with the provisions of Section 6.1 and Article IX of the Declaration. The purpose of those provisions is to ensure that the overall architectural character and exterior appearance of the Community is maintained. A Unit Owner may submit a written request to the Executive Board for approval of a proposed exterior addition, alteration or improvement pursuant to Section 6.1 of the Declaration. The Unit Owner shall provide the Executive Board with sufficient information, including plans, specifications, materials, colors, and any other information reasonably necessary for the Executive Board to render a decision.

PET RULES

17. No animals, except small, domestic animals such as dogs, cats and birds, shall be kept in any Unit, not to exceed three (3) per Unit, without first obtaining the prior written consent of the Executive Board, subject to compliance with the Declaration, Bylaws and these Regulations. Nothing contained herein shall prohibit a Unit Owner or occupant from keeping a seeing-eye dog or other animal assistant in his or her Unit. Permitted animals kept within a Unit may only be kept as pets and/or as animal assistants and not for any commercial purposes.

18. Pets may be maintained in a Unit so long as they are not a nuisance. Actions which will constitute a nuisance include but are not limited to abnormal or unreasonable crying, barking, scratching, unhygienic offensiveness, aggressiveness, or running loose in the Community.

19. All pets must be licensed and inoculated as required by law and registered with the Association office.

20. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

21. Pets shall be permitted to be walked on common sidewalks, on Limited Common Facilities appurtenant to the pet owner's Unit, and in such areas of the Common Facilities as the Executive Board shall designate from time to time for that purpose, and on no other portion of the Common Facilities. No Unit Owner shall be entitled to house any animal life on any portion of the Common Facilities, including Limited Common Facilities appurtenant to a Unit. No Unit Owner may erect or install any fencing (including without limitation any pet control fencing system installed partially or entirely underground), gates, dog houses, animal enclosures, animal stakes or animal runs or use any Limited Common Facilities or Common Facilities, for the purpose of securing a space either temporary or permanent for any animal. Pets must be accompanied by an individual and maintained on a leash at all times. No animals, including cats, shall be allowed to be unleashed or to roam freely about any Limited or Common Facilities. Unit Owners shall be responsible for cleaning up, removing and discarding in the proper receptacles all animal excrement produced by their animal immediately when walking the animal.

STORAGE

22. All personal property placed in any portion of the Community shall be at the sole risk of the Unit Owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

PARKING

23. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks (except small pick-up trucks), trailers, boats, jet skis, recreational, commercial or oversized vehicles shall be parked anywhere within the Community other than wholly within a Unit Owner's garage. The Association shall have the discretion to determine what constitutes a commercial vehicle and shall notify Unit Owners of its interpretation in the same manner as a change to these Rules and Regulations. All vehicles must have current license plates and registrations and must be in operating condition. No vehicles shall be parked in the Community with conspicuous "For Sale" signs attached. No leakage of gas, oil or antifreeze shall be permitted. If such leakage does occur, the responsible Unit Owner must immediately clean the area affected and shall be liable to the Association for any expenses incurred by it in cleaning or repairing as a result of such leakage.

24. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association and by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

25. Vehicle parking is permitted only in designated areas, and parking so as to block sidewalks, driveways or trash receptacles is not permitted. If any vehicle owned or operated by a Unit Owner, any member of his family, tenants, guests, invitees or licensees shall be illegally parked or abandoned in the Community, the Association shall be held harmless by such vehicle owner and/or operator from and against any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner and/or operator may have under the provisions of state or local laws and ordinances are hereby expressly waived. The vehicle owner and/or operator shall indemnify the Association against any costs or liability which may be imposed on the Association as a result of such illegal parking or abandonment and any towing or other consequences thereof.

ENTRY INTO UNITS

26. The Executive Board or any Managing Agent, and any contractor or workman authorized by the Executive Board or the Managing Agent, may enter any Unit after reasonable notice and at any reasonable hour of the day (except in case of emergency in which case entry may be immediate and at any hour of the day) for the purpose of exercising and discharging their respective powers and responsibilities, including without limitation inspecting such Unit for the presence of any vermin, insects or other pests and for the control or extermination of any such vermin, insects or other pests. The Association shall have the right to enter a Unit without prior notice to Unit Owner in the case of an emergency to alleviate damage to the Unit, an adjoining Unit or the Common Elements.

27. Employees and agents of the Association are not authorized to accept packages, keys, money (except for Community assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

ASSOCIATION

28. All charges and assessments imposed by the Association are due and payable on the first day of each calendar month, unless otherwise specified. Payment shall be made at the Community's principal office or other designated address by check or money order, payable to the Association. Cash will not be accepted.

29. Complaints regarding the management of the Community or regarding actions of other Unit Owners shall be made in writing to the Executive Board or Managing Agent, as applicable. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Association, its contractors or any Managing Agent employed by the Association.

CONSIDERATION IN USE OF UNITS

30. All persons shall be properly attired when appearing in any of the public areas of the Community.

31. All radio, television or other telecommunication equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction thereover, and the Unit Owner alone shall be liable for any property damage or personal injury caused by any radio, television or other electrical equipment in such Unit.

32. Unit Owners are cautioned against excessive use of soaps and other detergents in their appliances or plumbing apparatus which may cause a burden on the waste disposal system. Detergents and soaps shall be used only pursuant to manufacturer's directions.

33. Unit exterior doors and garage doors shall be kept closed and secured at all times except when in use.

OTHER

34. The planting of plants, flowers, trees, shrubbery and crops of any type is prohibited anywhere on the Common Facilities, including the Limited Common Facilities adjoining a Unit, unless done in an attractive manner consistent with an overall landscaping plan for the entire Community, and subject to the decision of the Executive Board as to all questions of aesthetics, and standards of proper maintenance and upkeep. No planting may be commenced by a Unit Owner anywhere within the Community without the prior written approval of the Executive Board.

35. Unit Owners shall assist the Association in ensuring that trees, shrubs, grass and other landscaping plants that are seeded, planted and/or installed within the Common Facilities as part of the initial construction of the Community remain healthy and become fully established by watering such plants from time to time as may be necessary.

36. No fences, trellises, arbors, alterations or additional improvements of any kind may be erected or placed by a Unit Owner around or on the Common Facilities, including Limited Common Facilities, without the prior written consent of the Executive Board.

37. The installation or use of kerosene heaters or other unvented petroleum product fueled heaters in any Unit is prohibited.

38. Snow removal from patios, porches, stoops and decks is the responsibility of the Unit Owner.

39. Unit Owners must operate fireplaces installed within the Units in strict accordance with manufacturers specifications and instructions at all times.

40. All easement areas within the Community as depicted on the Plats and Plans and the Subdivision and Land Development Plan, and as described in that certain Conservation Easement recorded in Record Book 1907, Page 6902 shall be utilized and maintained by the Association in accordance with the Community Documents, the Subdivision and Land Development Plan, the Conservation Easement and applicable local, state and federal requirements.

OVER-THE-AIR RECEPTION DEVICES ("OTARDS")

41. As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission (the "FCC") adopted the Over-the-Air

Reception Devices rule (as amended, the "FCC Rule") concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites, broadband radio service providers (formerly multichannel multipoint distribution service), and television broadcast stations. Certain OTARDS shall be permitted to be installed within certain portions of the Community as set forth in the following Rules and Regulations, which are intended to comply with the FCC Rule.

I. DEFINITIONS. Except as expressly set forth herein, the terms contained herein shall have the meanings ascribed to them in the Community Documents and the Pennsylvania Uniform Planned Community Act (the "Act").

A. "Antenna" means any device that is used to receive direct broadcast satellite service, including direct-to-home satellite service ("DBS"); or to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services ("MDS"); or to receive television broadcast signals ("TVBS"); or to receive or transmit fixed wireless signals via satellite or other than via satellite ("FWS"). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance and use of an Antenna shall be considered part of the Antenna.

B. "Common Facilities" means those portions of the Community either described in the Act as being Common Facilities, or described in the Declaration or in the Plats and Plans as being Common Facilities.

C. "Exclusive Use Area" means any Limited Common Facilities appurtenant to a Unit as described in the Declaration and the Plats and Plans, subject, however to the provisions of these OTARD Rules and Regulations.

D. "Fixed Wireless Signals" means any commercial non-broadcast communications signal transmitted by wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. Fixed Wireless Signals do not include, among other things, AM/FM radio, amateur "Ham" radio, Citizens Band ("CB") radio and Digital Audio Radio Services ("DARS") signals.

E. "Mast" means a structure to which an Antenna is attached that raises the Antenna height.

F. "Owner" means a Unit Owner or, for the purposes of these OTARD Rules and Regulations only, a tenant lawfully entitled to occupy a Unit within the Community.

G. "Telecommunications Signals" means signals received or transmitted by DBS, TVBS, MDS, or FWS Antennas.

II. INSTALLATION REQUIREMENTS.

A. ANTENNA SIZE AND TYPE.

1. DBS, MDS, TVBS and FWS Antennas. DBS, MDS, and FWS Antennas that are one meter (39.37 inches) or less in diameter or diagonal measurement or TVBS Antennas, regardless of size, may be installed by an Owner in accordance with these OTARD Rules and Regulations and the FCC Rule. DBS, MDS and FWS Antennas that are larger than one meter in diameter or diagonal measurement are prohibited.

2. Antennas That Transmit Signals. All Antennas that are capable of transmitting signals, including FWS Antennas, must be labeled to provide notice of radio frequency ("RF") safety hazards and reference the applicable FCC-adopted limits on RF exposure. In addition, all such Antennas must be professionally installed as required pursuant to Section II (E)(5) below.

3. Prohibited Antennas. All antennas not specifically included within the definition of Antennas set forth above or otherwise covered by the FCC Rule are prohibited.

B. LOCATION.

1. Inside Unit. If acceptable quality signals may be received by placing the Antenna inside a Unit (within the Unit Title Lines as described in the Declaration and Plats and Plans) without unreasonable delay or unreasonable cost increase, then the Antenna must be installed within the Unit.

2. Acceptable Alternate Locations. Subject to the provisions of II (B)(1) above, Antennas shall be installed solely in the following locations, which are listed in decreasing order of preference:

(a) Wholly inside the Unit title lines of a Unit, as such Unit title lines are described in the Declaration and Plats and Plans;

(b) Within the boundaries of any Limited Common Facility Exclusive Use Areas as designated in the Declaration and Plats and Plans; provided however, that no installation within an Exclusive Use Area shall create a safety hazard.

(c) Subject to the **prior written approval** of the Executive Board in accordance with Section VII(C) below (PRIOR APPROVAL FOR COMMON FACILITIES), on certain locations within the Common Facilities.

3. Unacceptable Locations; Encroachments. Except as otherwise provided herein, Antennas shall not encroach upon any portion of the Common Facilities, any other Owner's individual Unit or Limited Common Facilities, the air space of another Owner's Unit or Limited Common Facilities, or the air space of the Common Facilities. Except as otherwise provided in Sections II (B)(2) above and VII (C) below, no Antenna of any size may be placed or installed on any Common Facilities, even if an acceptable quality signal cannot be received from a location within the Unit title lines of a Unit or within an Exclusive Use Area appurtenant to a Unit.

4. Shielded From View. Antennas shall be located in a place shielded from view from outside the Community, from the street, or from other Units to the maximum extent possible; provided, however, that nothing in this rule requires shielding where an acceptable quality signal cannot be received or in such a manner that unreasonably increases the cost of installation.

C. INSTALLATION ON LIMITED COMMON FACILITY EXCLUSIVE USE AREAS.

1. In General. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal. Installation must comply with all applicable codes, take aesthetic considerations into account and minimize the aesthetic and structural impact to the exterior and structure of the Owner's Unit, Limited Common Facility Exclusive Use Areas or Common Facilities, as applicable.

2. Property Damage. All installations shall be completed so that they do not materially damage any Common Facilities, Limited Common Facilities or individual Units, or void any warranties of the Association or other Owners, or in any way impair the integrity of any Buildings or structures within the Community. Installation of an Antenna on a Limited Common Facility Exclusive Use Area does not convert the Limited Common Facility to individual property or otherwise cause it to fall within a Unit's title lines.

3. Installer Qualifications. To protect the interests of the Owner and the Association, it is recommended that any installer other than the Owner should be licensed, if required pursuant to applicable laws, bonded and insured. Insurance should meet the following minimum limits:

(a) Contractor's General Liability (including completed operations): \$1,000,000; and

(b) Workers' Compensation: Statutory Limits.

It is recommended that the Owner have the installer provide the Association with a copy of the installer's license, if applicable, and insurance certificate

prior to installation, if installation will be at a location other than inside the Unit. This recommendation is intended to ensure that Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions, and to protect the interests of the Association. Improper installation could cause damage to structures or pose a safety hazard to the Community's residents and to Community or personal property.

4. Securing of Antennas. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Antennas, including damage from wind velocity.

5. Use of Existing Coaxial Cable. If the Owner currently subscribes to cable services and desires to use the existing coaxial cable that serves only such Owner's Unit for the installation of an Antenna, the Owner's use of the existing cable is at the Owner's sole risk, and the Association shall not be responsible for any resulting damages or claims. The Owner must provide notice to the current cable service provider as required by the cable provider before attempting to splice or connect to the existing cable, and must comply with the cable service provider's requirements.

D. MAINTENANCE REQUIREMENTS.

1. Owner Responsibility. Owners with Antennas are responsible for all related maintenance, repair and replacement obligations and associated costs, including, but not limited to, the following:

(a) Place (or replace), repair, maintain, and move or remove Antennas, to include, without limitation, when needed for the Association to do required maintenance, repair or replacement to any portion of the Community the Association is required to (or elects to in the event of a defaulting Unit Owner) maintain, repair and/or replace;

(b) Repair damage to any property caused by Antenna installation, existence, maintenance or use;

(c) Pay medical expenses incurred by persons injured by Antenna installation, existence, maintenance or use;

(d) Reimburse residents or the Association for damage caused by Antenna installation, maintenance or use or the failure to perform any necessary maintenance, repair or replacement;

(e) Maintain, repair and replace any attachments associated with installation of the antenna; and

(f) Repaint or replace Antenna if the exterior surface of the Antenna deteriorates or becomes an eyesore.

2. Maintenance Affecting Common Facilities. Owners must obtain the consent of the Executive Board prior to performing service or maintenance on the Owner's Antenna if such service or maintenance may potentially affect or involve the Common Facilities.

3. No Safety Hazard. Owners shall not permit their Antennas to fall into disrepair or become a safety hazard. Owners shall be responsible for Antenna maintenance, repair and replacement and the prompt correction of any safety hazard.

4. Repair of Detached Antennas. If an Antenna becomes fully or partially detached, the Owner shall remove or repair such Antenna within forty-eight (48) hours after such detachment. If the detachment threatens safety, the Association may remove the Antenna immediately at the expense of the Owner if the Owner does not do so immediately.

E. SAFETY.

1. Compliance Standards. Antennas shall be installed in a manner that complies with all applicable local, county, state and federal laws and regulations, any applicable FCC requirements, and manufacturer's instructions. Owners shall, prior to installation or as soon thereafter as reasonably possible, provide the Association with a copy of any applicable governmental permits that are required for safety reasons. Masts that extend more than twelve (12) feet above the roofline may be subject to local permitting requirements. In addition, upon request, the Owner shall make available to the Association a copy of the Antenna manufacturer's instruction/safety manual.

2. Proximity to Power Lines. Unless the above-cited laws and regulations or the requirements of a utility service provider require a greater separation, Antennas shall not be placed within fifteen (15) feet of power lines (above-ground or buried). The purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

3. Obstructions. Antennas shall not obstruct access to or exit from any Unit, walkway, driveway, ingress or egress from an area, electrical service or other utility service equipment, or any other areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safety of Community residents and personnel and the safe and easy access to the Community's utility service areas.

4. Grounding. Antennas shall be permanently grounded in accordance with the manufacturer's specifications to prevent electrical and fire damage.

5. Professional Installation. Professional installation of all Antennas is recommended. Only professional installers shall install any Antenna capable of transmitting signals, including FWS Antennas. The purpose of this requirement is to minimize the possibility that the Antenna will be placed in a location that is likely to expose Community residents and guests to the transmit signal at close proximity and/or for an extended period of time.

III. ANTENNA CAMOUFLAGING.

A. **COLOR.** To the extent available, Owners shall purchase their Antenna in a color that most closely matches the color of the structure to which the Antenna will be installed, or in the alternative, shall paint their Antenna so that the Antenna blends into the background against which it is mounted, so long as the painting of the Antenna will not void any warranties or prevent the reception of an acceptable quality signal.

B. **SCREENING.** Camouflaging Antennas through inexpensive, visually attractive screening is required if Antennas are visible from the street or other Units, so long as such camouflaging does not prevent the reception of an acceptable quality signal, and provided that the Owner follows the requirements set forth in Articles VI and IX of the Declaration in connection with making any such screening additions, alterations or improvements to the Community.

C. **WIRING.** Exterior Antenna wiring shall be installed so as to be invisible to the greatest extent possible from other Units, the Common Facilities or the streets, so long as this requirement does not impair the installation, maintenance or use of the Antenna. By way of example and not limitation, an Owner can hide the wiring by using vinyl tubing that matches the color of the surface on which the wiring is installed, or such other camouflaging tubing, devices or methods consistent with all applicable industry standards and manufacturer's instructions and warranties.

IV. MAST INSTALLATION.

A. **HEIGHT; ENCROACHMENTS.** Mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts that extend more than twelve (12) feet above the roofline may be subject to local permitting requirements. In no event shall masts encroach upon any Common Facilities, any other Owner's individual Unit or Limited Common Facility, or the air space of another Owner's Unit or Limited Common Facility or the air space of the Common Facilities.

B. **PRIOR NOTIFICATION; APPROVAL.** A mast that is consistent with the requirements of Section IV (A) above may be installed subject to the ordinary notification process set forth below. Masts that extend more than twelve (12) feet in height above the roofline must be approved by the Executive Board before installation in order to ensure that safety concerns posed by wind loads and the risk of falling antennas and masts are properly addressed and/or in the event that any cables, wires or other devices used to stabilize such a mast are to be affixed to any portion of the

Common Facilities. Applications for masts requiring Executive Board approval must include a detailed description of the structure and anchorage of the Antenna and the mast, as well as an explanation of the need for the proposed mast. In addition, the Owner making the application must furnish a copy of any local permit that may be required in connection with the installation of such mast along with the application. If the installation of such a mast that is otherwise consistent with Section IV (A) above will pose a safety hazard to Community residents, guests and personnel, then the Executive Board may prohibit such installation, and the notice of rejection shall specify these safety risks. Nothing herein requires the Executive Board to approve any masts that violate the requirements of Section IV (A) above.

C. **PROFESSIONAL INSTALLATION.** Masts extending twelve (12) or more feet in height above the roofline must be installed by a licensed (if required pursuant to any governmental requirements) and insured contractor so as to minimize safety concerns posed by wind loads and the risk of falling Antennas and masts.

V. ANTENNA REMOVAL.

If an Owner's Antenna is removed for any reason, then the Owner must restore the property on which the Antenna was installed, at his cost and expense, to the condition that existed prior to the installation of the Antenna. The Association may, in its discretion, perform such work on behalf of a nonperforming Owner, and all costs and expenses incurred in connection therewith may be assessed against such Owner as a Special Assessment.

VI. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE INSTALLED.

A. **IN GENERAL.** If Antennas are installed on property that is maintained by the Association, the Owner retains responsibility for Antenna maintenance. Antennas must not be installed in a manner that will increase maintenance costs for the Association or for other residents. If increased maintenance or damage occurs as the result of the installation, maintenance or use of an Antenna, the Owner is solely responsible for all such costs.

B. **TEMPORARY REMOVAL OF ANTENNA.** If maintenance or repair requires the temporary removal of an Antenna, the Association shall provide the Owner with no less than ten (10) days prior written notice of the need for the temporary removal of the Antenna. The Owner, at his sole cost and expense, shall be responsible for removing the Antenna before maintenance begins and replacing the Antenna afterward. If the Antenna is not removed in the required time, then the Association, in its discretion, may do so at the Owner's expense. The Association shall not be liable for any damage to Antennas or any related equipment, seals or wires caused by the Association's removal. In an emergency situation, prompt removal may be required by the Association or may be done on behalf of the Association at the Owner's cost.

VII. NOTIFICATION PROCESS; PRIOR APPROVAL.

A. **PRIOR NOTIFICATION.** Any Owner desiring to install an Antenna must submit prior written notification to the Executive Board in the case of routine installations. The prior notification shall be given as much in advance of the installation as possible without unreasonably delaying the installation. The notification shall be in the form of the Notification of Intent to Install OTARD (Routine Installation) set forth in Section XI below and must include, among other information, specific details regarding the intended placement of the Antenna and related equipment and wiring, and must identify who (or what company) will be installing the Antenna. Tenants must include a copy of their lease/rental agreement along with the written notice. If the installation is routine, that is, if it conforms to all of the OTARD Rules and Regulations set forth herein, the installation may begin immediately after submission of the notice.

B. **NON-ROUTINE INSTALLATIONS/CLARIFICATIONS.** If the installation is other than routine for any reason, or if the Owner is unsure whether the installation will comply with these OTARD Rules and Regulations, the Owner shall submit an application in the form set forth in Section XI below, and the Owner and the Executive Board shall, prior to installation, establish a mutually convenient time to meet to discuss the proposed installation (usually within seventy-two (72) hours after submission of the notice, if possible).

C. **PRIOR APPROVAL FOR COMMON FACILITIES.** If an Owner desires to locate an Antenna on any portion of the Common Facilities other than a Limited Common Facility Exclusive Use Area in accordance with Section II (B)(2)(c) above, or if a proposed installation would otherwise affect, impact or involve any portion of the Common Facilities other than a Limited Common Facility Exclusive Use Area, then the Owner **must first obtain the prior written consent of the Executive Board.** Such Owner shall submit to the Executive Board an Application to Install OTARD (Non-routine Installation/Clarification) in the form set forth in Section XI below. The decision whether to allow placement of an Antenna or any appurtenances to an Antenna on Common Facilities shall be in the sole discretion of the Executive Board. **In accordance with the FCC Rule, neither the Executive Board, nor the Association are obligated to permit the installation of any Antenna on any area within the Community that is not within the Unit title lines of a Unit or wholly within an Exclusive Use Area.** The Executive Board shall provide the Owner with a written decision as soon as reasonably possible, but no later than forty-five (45) days after receipt of the Owner's written application. The application must include a detailed description of the proposed Antenna installation, a diagram of the proposed location and an explanation why other permissible locations are unacceptable. Installation of Antennas within any Common Facilities located in the front of any Unit and/or in the area upon which signage identifying the Community and/or the sales office of Declarant is located shall be prohibited during the period of Declarant control of the Association.

VIII. INSTALLATION BY TENANTS.

These OTARD Rules and Regulations shall apply in all respects to tenants. The Association shall not be liable to any Owner for a tenant's failure to comply with these provisions. An Owner shall be responsible for any damages caused to a Unit or the Common Facilities by a tenant's installation, use, maintenance (or failure to maintain) and/or removal of an Antenna.

IX. ENFORCEMENT.

A. **VIOLATION CHARGES, COSTS, ATTORNEYS' FEES.** If these OTARD Rules and Regulations are violated, the Association, acting through its Executive Board shall have all rights of enforcement granted in the Act, the Declaration and the Bylaws, including but not limited to, Article VI of the Bylaws, which, among other things, permits fines for violations of the Community Documents or the Act. A non-compliant Owner may be responsible for paying the Association's attorneys' fees, costs and other expenses incurred in the enforcement of these Rules and Regulations, as permitted by the Act and the Community Documents. In addition, the Association shall have the right to bring an action for declaratory relief with the FCC or any court of competent jurisdiction.

B. **SAFETY HAZARDS.** If Antenna installation, use or maintenance issues pose a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits; otherwise, the Association may take such action as is necessary to prevent injury to persons or damage to property at the Antenna owner's expense.

C. **NON-EXCLUSIVE REMEDIES.** The remedies set forth in this Section IX are not the Association's exclusive remedies for violations of these Rules and Regulations, but rather are in addition to any other remedies available as provided in the Act, the Community Documents, at law or in equity.

X. SEVERABILITY.

If any provision of these Rules and Regulations is ruled invalid by a court or the FCC, then any valid intent of that provision and the remaining provisions of these Rules and Regulations shall remain in full force and effect.

XI. FORM OF NOTIFICATION OF INTENT TO INSTALL OTARD (ROUTINE INSTALLATION); FORM OF APPLICATION TO INSTALL OTARD (NON-ROUTINE INSTALLATION/CLARIFICATION).

The following form of Notification of Intent to Install OTARD or Application to Install OTARD, as applicable, must be fully completed and the Indemnification signed by each Owner or other occupant or resident who desires to install an Antenna within the Community. Failure to comply with this Section XI shall be a violation of these

Rules and Regulations, and the Association, through its Executive Board, shall have all rights of enforcement set forth above.

**NOTIFICATION OF INTENT TO INSTALL OTARD
(OVER-THE-AIR RECEPTION DEVICE)
ROUTINE INSTALLATION**

Note: This notification form is to be used when the installation conforms to all of the OTARD Rules and Regulations of the Community.

Name of Applicant:

If Applicant is a tenant, attach copy of lease or rental agreement.

Unit No./Street Address:

Name of Record Owner (if other than Applicant):

Applicant's Phone No.

Briefly describe the nature of the installation, including brand name, type, dimensions, etc.:

Briefly describe the location of the installation (Antenna, related equipment and all wiring), and if outside of the Unit, attach a drawing which depicts its exact location:

Date of Proposed Installation:

Name of Installer (if other than Applicant):

Note: If Installer is other than an Owner, the Owner should comply with Section II (C)(3) of the OTARD Rules and Regulations.

Has applicant obtained a copy of current municipal standards for installation of

telecommunication devices as may be set forth in its zoning ordinance, which standards may be enforceable in addition to the Association's Rules and Regulations?

Will the device be painted or otherwise camouflaged, and if so, what color or how camouflaged?

If the device is visible from the street or other Units, describe the nature of any proposed screening, and indicate when the screening will be completed:

**NOTIFICATION OF INTENT TO INSTALL OTARD
(OVER-THE-AIR RECEPTION DEVICE)
ROUTINE INSTALLATION**

INDEMNIFICATION: Applicant acknowledges receipt of the current OTARD Rules and Regulations and agrees to comply therewith. Applicant further agrees to indemnify and hold the Association harmless from and against any and all claims, damages and liabilities, including attorneys' fees, arising in connection with any personal injury or property damage caused by the installation described herein and/or the use of the device and/or its maintenance and repair for such time as the device is maintained with the Community, and/or the enforcement of the OTARD Rules and Regulations and/or this agreement.

With the intent to be legally bound hereby, Applicant has executed this Notification of Intent to Install OTARD and Indemnification as of this _____ day of _____ 200_.

Applicant:

**APPLICATION TO INSTALL OTARD
(OVER THE-AIR RECEPTION DEVICE)
NONROUTINE INSTALLATION/CLARIFICATION**

Note: This application form is to be used when a proposed installation (including the use of a mast) does not conform to all of the OTARD Rules and Regulations, or when an Owner requires clarification as to whether or not a proposed installation conforms to all of the OTARD Rules and Regulations of the Community.

Name of Applicant:

If Applicant is a tenant, attach copy of lease or rental agreement.

Unit No./Street Address:

Name of Record Owner (if other than Applicant):

Applicant's Phone No.

Briefly describe the nature of the installation, including brand name, type, dimensions, etc.:

Briefly describe the location of the installation and attach a drawing which depicts its exact location:

If the installation includes the use of a mast that will extend twelve (12) or more feet above the roofline, describe the type of mast to be used and details of how and to what it will be anchored:

Also describe why such a mast is required and why alternate locations for the Antenna

are inadequate:

Date of Proposed Installation:

Name of Installer (if other than Applicant):

Note: If Installer is other than an Owner, the Owner should comply with Section II (C)(3) of the OTARD Rules and Regulations.

If the installation will be on any other portion of any Common Facilities, describe the details of the installation including the location and height of any mast or other device to which the Antenna will be attached and details of the wiring and/or cabling appurtenant to the Antenna:

If the installation is within any utility easement area, have you received permission from the appropriate utility company for the proposed installation?

Has applicant obtained a copy of current municipal standards for installation of telecommunication devices as may be set forth in its zoning ordinance, which standards may be enforceable in addition to the Association's rules and regulations?

Attach a copy of all permits or other approvals as may be required by any governmental authority in connection with the subject installation. If none are required, state "None."

Will the device be painted or otherwise camouflaged, and if so, what color or how camouflaged?

If the device would be visible from the street or other Units, describe the nature of any proposed screening, and indicate when the screening would be completed:

**APPLICATION TO INSTALL OTARD
(OVER THE-AIR RECEPTION DEVICE)
NONROUTINE INSTALLATION/CLARIFICATION**

INDEMNIFICATION: Applicant acknowledges receipt of the current OTARD Rules and Regulations and agrees to comply therewith. Applicant further agrees to indemnify and hold the Association harmless from and against any and all claims, damages and liabilities, including attorney's fees, arising in connection with any personal injury or property damage caused by the installation described herein and/or the use of the device and/or its maintenance and repair for such time as the device is maintained with the Community, and/or the enforcement of the OTARD Rules and Regulations and/or this agreement.

With the intent to be legally bound hereby, Applicant has executed this Notification of Intent to Install OTARD and Indemnification as of this _____ day of _____ 200_.

Applicant:

