

LAKELANDS COMMUNITY ASSOCIATION, INC.

COMMUNITY CODES

WHEREAS, Gaithersburg Community Associates, LLC, a Delaware limited liability company (the "Community Founder") has heretofore recorded a certain Lakelands Community Constitution (Declaration of Covenants, Conditions, Easements and Restrictions) for the Lakelands Community Association, Inc. (the "Association") on July 2, 1998, among the Land Records of Montgomery County, Maryland in Liber 16010, folio 38 et seq. (hereinafter referred to as the "Community Constitution", which term shall include any and all subsequent corrections, modifications and supplements thereof as may be recorded among the Land Records of Montgomery County, Maryland).

WHEREAS, pursuant to Article 10 of the Community Constitution the Community Founder is authorized to promulgate as Community Codes rules, regulations, standards and guidelines governing the Community.

WHEREAS, Article 10 of the Community Constitution provides that Community Codes shall have the same force and effect and binding nature as the covenants, conditions, easements and restrictions contained within the Community Constitution and applicable to all property within the Community.

NOW THEREFORE, BE IT RESOLVED, that the Community Founder hereby adopts the following Initial Community Codes which, as may be modified or amended from time to time, shall be binding on all parties having any right, title or interest in all or any portion of the Community, their respective heirs, personal representatives, successors, transferees and assigns, as well as occupants, guests and invitees, and shall inure to the benefit of each Owner thereof.

In addition to all other covenants contained in the Community Constitution and in addition to other use restrictions as may be adopted by resolution or otherwise, the use of all property within the Community shall be subject to the following:

1. **Permitted Uses.** The Living Units shall be used for residential purposes and for such other uses as are permitted within the City's MXD Zone, provided that such maintenance and use is in conformity with the provisions of the Governing Documents. Nothing contained in this Article, or elsewhere in the Governing Documents, shall be construed to prohibit the Community Founder or its designees from the use of any Living Unit, Community Property, or improvement thereon, for promotional or display purposes, or as "model homes", a sales, leasing, management and/or construction office, or the like, and the Community Founder shall have an easement for access to all such facilities. The right of the Community Founder and its designees to maintain and carry on such activities shall include specifically the right to utilize the Community Property and any facilities

situated thereon as model and sales offices for the duration of the Community Founder's Rights and Obligations Period.

2. **Prohibited Uses and Nuisances.** Except for the activities of the Community Founder or its designees during the construction or development of the Community, or except with the prior written approval of the Board of Directors of the Association, or as may be necessary in connection with reasonable and necessary repairs or maintenance to any Living Unit or the Community Property:

(a) No noxious or offensive trade or activity shall be allowed on or within any Living Unit or any other part of the Community, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or other residents. Without limiting the generality of the foregoing, no speaker, horn, whistle, siren, bell, amplifier or other sound device, except such devices as may be used exclusively for security purposes, shall be located, installed or maintained upon the exterior of any dwelling or upon the exterior of any other improvements constructed upon any Living Unit.

(b) The maintenance, keeping, boarding or raising of animals, livestock, or poultry of any kind, regardless of number, shall be and is hereby prohibited on any Living Unit or within any dwelling, or other part of the Community, except that this shall not prohibit the keeping of not more than a reasonable number of domestic pets provided such domestic pets are not kept, bred or maintained for commercial purposes and, provided further, that such domestic pets are not a source of annoyance or nuisance to the Community or other residents. The Board of Directors or the Covenants Committee, shall have the authority, after hearing, to determine whether a particular pet is a nuisance or a source of annoyance to the Community or other residents, and such determination shall be conclusive. Pets shall be attended at all times and shall be registered, licensed and inoculated as may from time to time be required by law. Pets shall not be permitted upon the Community Property unless accompanied by a responsible person and unless they are carried or leashed. The person accompanying any pet is responsible for the removal and disposal of any solid waste products deposited by the pet on Community Property or Living Units.

(c) No burning of any trash and no accumulation or storage of litter, lumber, scrap metals, refuse, bulk materials, waste, new or used building materials, or trash of any other kind shall be permitted on any Living Unit or other part of the Community.

(d) Except for parking within garages or other areas screened from public view or as approved in writing by the Board of Directors or the Covenants Committee, no junk vehicle, commercial vehicle or vehicle displaying commercial information (including vans used for commercial purposes), truck (as defined by the Maryland Department of Motor Vehicles and/or by common usage and practice except for light pick-up trucks of three-quarter (3/4) ton capacity or less used for non-commercial purposes), unlicensed or inoperable motor vehicle (which shall include, without limitation,

any vehicle which would not pass applicable state inspection criteria), trailer, camp truck, recreational vehicle, horse trailer, boat or other similar vehicles, machinery or equipment of any kind or character (except for such equipment or machinery as may be reasonable, customary and usual in connection with the maintenance and repair of any Living Unit and the improvements thereon and except for such equipment or machinery as the Association may require in connection with the maintenance and operation of the Community Property) shall be kept upon the Property or upon the public or private streets within or adjacent to the Property, nor (except for bona fide emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. Sport utility vehicles, vans, multi-purpose vehicles and other vehicles designed primarily as passenger vehicles and which are not used for commercial purposes are not prohibited.

(e) Trash, garbage and recycling containers shall not be permitted to remain in public view except on days of collection and after 6:00 p.m. on days prior to collection. Trash shall be stored in closed durable containers. Except on days of collection or after 6:00 p.m. on days prior to collection, all trash, garbage and recycling containers shall be kept in the garages or rear yards of the Living Units, and shall be screened from public view at all times.

(f) No Living Unit shall be divided or subdivided and no portion of any Living Unit (other than the entire Living Unit) shall be transferred or conveyed for any purpose without the prior approval of the Board of Directors or Covenants Committee. The provisions of this subsection shall not apply to the Community Founder and, further, the provisions hereof shall not be construed to prohibit the granting of any easement or right-of-way to any municipality, political subdivision, public utility or other public body or authority, or to the Association, the Community Founder or any other person for any purpose.

(g) No tree, hedge or other landscape feature shall be planted or maintained in a location which obstructs sight-lines for vehicular traffic on public streets or private streets and roadways.

(h) No tent, trailer, decorative lawn ornament, fence, shack, barn, pen, kennel, dog house, stable, storage shed, or temporary structure of any kind which is visible from the street or another Living Unit may be erected, used or maintained on any Living Unit without the prior written approval of the Board of Directors or the Association's "Design Review Entity" (i.e., the Community Founder or the Design Review Committee, whichever entity has jurisdiction over design review at the particular time). Notwithstanding the foregoing, tents may be erected temporarily in back yards only for purposes of drying or use thereof for a period not to exceed forty-eight (48) hours.

(i) Except for entrance signs, directional signs, signs for traffic control or safety, community "theme areas" and such promotional sign or signs as may be maintained by the Community Founder or the Association, no signs or advertising devices of any character shall be erected, posted or displayed upon, in or about any Living Unit

without the prior approval of the Board of Directors or the Design Review Entity. The Board of Directors may, through the adoption of a Community Code, establish criteria for acceptable use of signage within the Community, including, but not limited to, prohibitions and limitations applicable to real estate signs for the sale or rental of Living Units.

(j) Except for hoses and the like which are reasonably necessary in connection with normal lawn maintenance, no hose, water pipe, sewer pipe, gas pipe, drainage pipe, television cable or other similar transmission line shall be installed or maintained upon any Living Unit above the surface of the ground, unless such installation is approved in writing by the Board of Directors or the Design Review Entity, or is required by the servicer or provider of any utility, including, without limitation, power, water, sewer, gas and cable television.

(k) No play equipment, including, without limitation, basketball backboards, basketball hoops and other equipment associated with either adult or juvenile recreation, shall be erected upon a Living Unit or attached in any manner to a Living Unit without the prior written approval of the Design Review Entity. If approved in accordance with this subsection, such play equipment must be properly maintained at all times.

(l) Installation of antennas, including satellite dishes, shall be governed by the "Rules for Installation of Antennas" attached hereto as Exhibit "A". The Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996 (the "FCC Rule"), preempting certain restrictions in the governing documents of planned communities concerning the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas (collectively, "antennas"). The Rules for Installation of Antennas set forth on the attached Exhibit "A" are generally consistent with the FCC Rule; however, because the FCC Rule is subject to change or modification, the Community Founder and Board of Directors reserve the right to amend and modify the Association's rules governing installation, maintenance, and use of antennas, which rules may be more restrictive than current regulations and which may, in the discretion of the Community Founder or Board of Directors, be applied retroactively.

(m) Vegetable gardens shall be maintained only within the rear yard of any Living Unit, shall be maintained in a neat and attractive manner and shall be screened from public view.

(n) Lawn furniture may be used on front porches or in the rear yards of Living Units only, unless otherwise approved by the Board of Directors or Covenants Committee. Children's play equipment may only be erected and maintained in the rear yards of Living Units with the prior approval of the Design Review Entity.

(o) No Owner shall make any private, exclusive or proprietary use of any of the Community Property except with the specific approval of the Board of Directors and then only on a temporary basis, and no Owner shall engage or direct any employee of the Association on any private business of the Owner during the hours such employee is

employed by the Association, nor shall any Owner direct, supervise or in any manner attempt to assert control over any employee of the Association.

(p) Bed sheets, plastic sheets, table cloths, towels, newspapers, or other similar window treatments shall not be hung or placed in or on any window within the Living Unit.

(q) Children's play and similar equipment shall not be allowed to remain overnight within the Community Property.

(r) No drying or airing of any clothing, bedding or similar materials shall be permitted outdoors within the Property, and clothes-hanging devices such as lines, reels, poles and frames are prohibited.

(s) Except as approved in writing by the Design Review Entity, no portion of a garage or outbuilding designed for the storage of automobiles shall at any time be used for human habitation, temporarily, or permanently, nor shall any structure of a temporary character be used for human habitation, and no portion of a garage or outbuilding designed for the storage of automobiles may be altered, modified or changed in any manner which would inhibit or in any way limit its function as a parking area for vehicles. Notwithstanding the foregoing, any Living Unit owned by the Community Founder upon which is situated a Living Unit in which the garage has been modified to serve as living area shall be exempt from this subsection and any grantee of the Community Founder and such grantee's successors and assigns, shall also be exempt until such time as the garage is restored or a garage is constructed on such Living Unit.

(t) All yard sprinkler and irrigation systems shall be subject to approval of the Design Review Entity.

(u) No trees shall be removed from within the Community, except for diseased or dead trees, trees requiring removal to promote the growth of other trees or for safety reasons, unless approved by the Design Review Entity.

(v) Except as may be permitted by the Design Review Entity, no window air conditioning units may be installed in any Living Unit.

3. **Owners' Responsibility for Water and Sewer Lines.** Except as otherwise specifically provided in the Governing Documents, each Owner of a Living Unit within the Community shall be responsible for the repair, maintenance and replacement of water and sewer lines up to the Living Unit connections for such water and sewer lines regardless of whether such water and sewer lines extend beyond the lot line of a Living Unit.

4. **IPM Compliance.** In order to maintain the Community Areas in an environmentally sensitive manner and to minimize the use of chemical pesticides, the Association shall comply with the comprehensive Integrated Pest Management (IPM) Plan adopted by the City and shall comply with all agreements with the City relating to IPM Plans.

5. **Procedures for Processing Cases of Alleged Violations of the Governing Documents.** In accordance with Article 8 of the Community Constitution which authorizes the Board of Directors to establish rules and procedures for processing cases of alleged violations of the Governing Documents, which rules and procedures shall incorporate reasonable concepts of due process and fundamental fairness, the Board of Directors hereby adopts the procedures set forth on Exhibit "B" attached hereto.

6. **Insurance.**

(a) **Required Coverage:** The Board of Directors or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(i) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements within the Community Property, as well as all insurable improvements within the Community Areas to the extent that the Association has assumed responsibility for maintenance, repair and/or replacement in the event of a casualty for the Community Areas. The Association shall have the authority to insure any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property may include, by way of illustration and not limitation, any insurable improvements on or related to park areas, rights-of-way, medians, easements, and walkways which the Association is obligated to maintain. If such coverage is not generally available at reasonable cost, the "broad form" coverage may be substituted. All property insurance policies obtained on behalf of the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements less a reasonable deductible;

(ii) Commercial general liability insurance on the Community Areas insuring the Association and its Members for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at a reasonable cost, the commercial general liability coverage (including both primary and any umbrella policies) shall have a limit of at least \$5,000,000.00 per occurrence with respect to bodily injury, personal injury, and property damage; provided, should additional coverage and higher limits be available at reasonable cost, the Board of Directors, may (but shall not be required to) obtain such additional coverages or limits;

- insurance;
- (iii) Workers compensation insurance and employers liability
  - (iv) Directors and officers liability coverage;
  - (v) Fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board of Directors' best business judgment. Fidelity insurance policies shall include coverage for officers, directors and other persons serving without compensation; and
  - (vi) Such additional insurance as the Board of Directors, in its reasonable judgment, determines advisable, which may include, without limitation, flood insurance, boiler and machinery insurance, and building ordinance coverage.

In addition, the Association may obtain and maintain property insurance on the insurable improvements within any Local Area in such amounts and with such coverages as determined by the Board of Directors.

Premiums for all insurance on the Community Areas shall be Common Expenses and shall be included in the Annual Assessment, except that (i) premiums for property insurance obtained on behalf of a Local Area shall be charged to the Owners of Living Units within the benefited Local Area as a Local Area Assessment; and (ii) premiums for insurance on Exclusive Community Areas may be included in the Local Area Assessment of the Local Area(s) benefited unless the Board of Directors reasonably determines that other treatment of the premiums is more appropriate.

(b) **Policy Requirements:** The Board of Directors shall arrange for a periodic review of the sufficiency of insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Washington, D.C. area.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Paragraph 5(a). In the event of an insured loss, the deductible shall be treated as a Common Expense or a Local Area Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board of Directors reasonably determines, after notice and an opportunity to be heard in accordance with the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board of Directors may specifically assess the full amount of such deductible against such Owner(s) and their Living Units.

All insurance coverage obtained by the Board of Directors shall:

(i) be written with a company whose primary business is providing insurance coverage and which is authorized to conduct business in the State of Maryland and which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board of Directors deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Community Areas shall be for the benefit of the Association and its Members. Policies, if any, secured by the Association on behalf of a Local Area shall be for the benefit of the Owners of Living Units within the Community Areas and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees; and

(iv) include an agreed amount endorsement, if the policy contains a co-insurance clause.

In addition, the Board of Directors shall use reasonable efforts to secure insurance policies which name the Owners and their Mortgagees (as a class) as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association, the Association's Board of Directors, officers, employees and manager, the Owners and their tenants, servants, agents, and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board of Directors exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.



(c) **Repair After Damage and Destruction:** Immediately after damage or destruction to all or any part of the Community Area covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the cost of repair and reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Any damage to or destruction of the Community Area for which insurance proceeds have been paid to the Association shall be repaired or reconstructed unless Members representing at least fifty percent (50%) of the total votes in the Association decide within sixty (60) days after the loss not to repair or reconstruct.

If the insurance proceeds and reliable and detailed estimates of the cost of repair or reconstruction are not available to the Association within such sixty (60)-day period, then the period shall be extended until such funds and information is available. However, such extension shall not exceed an additional sixty (60) days.

If determined in the manner described above that the damage or destruction to the Community Areas shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and thereafter shall be maintained by the Association in a neat and attractive manner.

All insurance proceeds remaining after paying the costs of any repair or reconstruction shall be retained by and for the benefit of the Association or the Local Area, as appropriate.

If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board of Directors may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage.

IN WITNESS WHEREOF, the undersigned, being the Community Founder of the Lakelands Community, has caused these Community Codes to be adopted effective the 2<sup>nd</sup> day of FEBRUARY, 1999.

WITNESS/ATTEST:

GAITHERSBURG COMMUNITY  
ASSOCIATES, LLC,  
a Delaware limited liability company

Jean Jay Fellenz

By: T.A. Natelli

Name: THOMAS A. NATELLI

Title: AUTHORIZER SIGNOR

## EXHIBIT A

### LAKELANDS COMMUNITY ASSOCIATION, INC.

#### RULES FOR INSTALLATION OF ANTENNAS

##### I. Definitions

- A. Antenna -- any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna provided that it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
- B. Mast -- structure to which an antenna is attached that raises the antenna height.
- C. Transmission-only antenna -- any antenna used solely to transmit radio, television, cellular, or other signals.
- D. Owner -- the record title holder of any Living Unit within the Community, whether one or more persons or entities. The term "Owner" excludes those having an interest in a Living Unit merely as security for the performance of an obligation. For the purpose of this rule only, "Owner" includes a tenant who has the written permission of the Living Unit Owner/landlord to install antennas.
- E. Telecommunications signal -- signals received by DBS, television broadcast, and MDS antennas.
- F. All other capitalized terms used in these Rules for Installation of Antennas, unless otherwise defined herein, have the meanings specified for such terms in Appendix One of the Community Constitution.

##### II. Installation Rules

- A. Antenna Size and Type
  - 1. DBS antennas that are one meter or less in diameter may be installed. DBS antennas larger than one meter are prohibited.

2. MDS antennas that are one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
3. Antennas designed to receive television broadcast signals, regardless of size, may be installed.
4. Installation of transmission-only antennas are prohibited unless approved by the Association's Design Review Entity.
5. All antennas not covered by the FCC Rule are prohibited.

**B. Location**

1. Antennas shall be installed solely within such Owner's Living Unit; and shall not be installed on Community Property.
2. If acceptable quality signals can be received by placing antennas inside a Living Unit, without unreasonable delay or unreasonable cost increase, then outdoor installation may be prohibited.
3. Antennas shall not encroach upon Community Property or any other Owner's Living Unit.
4. To the maximum extent possible, antennas shall be located in a place shielded from public view and from the view of other Living Units; provided, however, that nothing in this rule would require installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on Community Property, even if an acceptable quality signal cannot be received from the Owner's Living Unit. (The Board of Directors may expand this rule to state which locations are the most preferred for antenna installation, followed by less favorable, and so on.)

**C. Installation**

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so that they do not damage the Community Property or the Living Unit of any other Owner, or void any warranties of the Association or other Owners, or in any way impair the integrity of buildings on Community Property or Living Units.
3. Antennas must be secured so that they do not jeopardize the soundness or safety of any other Owner's Living Unit or the safety of any person at or

near the antennas, including damage from wind velocity based upon a unique location.

**D. Maintenance**

1. Owners shall be responsible for antenna maintenance and repair.
2. Owners are responsible for all costs associated with the antenna including, but not limited to, costs to:
  - a. Place (or replace), repair, maintain, and move or remove antennas;
  - b. Repair damages to the Community Property, other Living Units, and any other property damaged by antenna installation, maintenance or use;
  - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use; and
  - d. Reimburse residents or the Association for damages caused by antenna installation, maintenance, or use.
3. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard.
4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.

**E. Safety**

1. Antennas shall be installed and secured in a manner that complies with all applicable county and state laws and regulations, and manufacturer's instructions. The Owner, prior to installation, shall provide the Association with a copy of any applicable governmental permit.
2. Antennas shall be placed within a safe distance from electrical and other utility lines and apparatus (above-ground or buried) and in no event shall antennas be placed where they may come into contact with such utility lines and apparatus. The purpose of this requirement is to prevent injury or damage resulting from contact with such utility lines and apparatus.
3. All installations must comply with all applicable codes.
4. In order to prevent electrical and fire damage, the antennas shall be permanently and effectively grounded.

5. Antennas are required to withstand wind gusts up to 80 mph, and shall be designed to withstand the pressure of snow and ice.

### III. Antenna Camouflaging

- A. Antennas or masts may not extend beyond a railing or fence unless no acceptable quality signal may be received from such location.
- B. Antennas situated on the ground and visible from the street or from other Living Units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost. (Camouflaging antennas may not be unreasonably expensive. The Association may require more expensive screening, if the Association chooses to fund part of the cost.)
- C. Antennas, masts, and any visible wiring must be painted to match the color of the structure to which it is installed, unless such paint will degrade the signal.
- D. Antennas may not obstruct a driver's view of an intersection or street.

### IV. Number of Antennas

No more than one antenna for each type of service may be installed by an Owner.

### V. Mast Installation

- A. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.
- B. Masts that extend 12 feet or less beyond the roofline may be installed subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline must be approved by the Design Review Entity before installation due to safety concerns posed by wind loads and the risk of falling antennas and masts. Any application for a mast longer than 12 feet must include a detailed description of the structure and anchorage of the antenna and the mast, as well as an explanation of the necessity for a mast higher than 12 feet. If this installation will pose a safety hazard to residents and personnel of the Association, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks. (This 12-foot baseline may change, if the BOCA Code is amended.)
- C. Masts must be installed by licensed and insured contractors.

- D. Masts must be painted the appropriate color to match their surroundings.
- E. Masts installed on a roof shall not be installed nearer to the Living Unit lot line than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to protect persons and property that would be damaged if the mast were to fall during a storm or from other causes.
- F. Masts shall not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.
- G. Masts shall not encroach upon another Owner's Living Unit or the Community Property.
- H. Masts installed on the ground are required to withstand wind gusts up to 80 mph.
- I. Masts must be designed to withstand the weight of ice and snow.

#### VI. Antenna Removal

- Antenna removal requires restoration of the installation location to its original condition.
- Owners shall be responsible for all costs relating to restoration of this location.

#### VII. Association Maintenance of Locations Upon Which Antennas are Installed

- A. If an antenna is installed on property for which the Association has maintenance responsibility, the Owner who installed such antenna shall retain responsibility for such antenna maintenance. Owners shall not install antennas in a manner that will result in increased maintenance costs for the Association or for other Residents. If an antenna is installed in a manner that results in increased maintenance costs for the Association or for other Residents, the Owner responsible for such antenna shall be liable for such increased costs.
- B. If Association maintenance requires the temporary removal of antennas, the Association shall provide Owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If an Owner does not remove his or her antenna by the required time, then the Association may do so, at the Owner's expense. The Association is not liable for any damage to the antennas caused by the Association's removal of the same.

## VIII. Notification Process

- A. Any Owner desiring to install an antenna must complete a notification form and submit it to the Design Review Entity c/o the Association office. If the installation is routine (*i.e.*, the installation conforms to all of the above rules and restrictions), the installation may begin immediately.
- B. If the installation is other than routine for any reason, the Owner and the Design Review Entity must establish a mutually convenient time to meet to discuss installation methods. (A schedule of convenient times for the Design Review Entity will be provided to the Owner.)

## IX. Installation by Tenants

These Rules shall apply in all respects to tenants. A tenant desiring to install an antenna(s) shall obtain prior written permission from the Owner of the Living Unit. A copy of such written permission must be furnished with the notification statement.

## X. Enforcement

- A. If these rules are violated, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard have been afforded to the Owner. If the court or FCC determines that the Association rule is enforceable, a fine of \$50 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10 per day will be imposed for each day that the violation continues. To the extent permitted by law and/or the Governing Documents, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.
- B. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

## XI. Severability

The provisions of these Rules for Installation of Antennas are severable and the invalidity of one or more of the provisions shall not affect the validity or enforceability of any other provisions.



## Sample Letter Notifying Living Unit Owners About Antenna-Rule Changes

Dear Owner:

Enclosed are the newly adopted Rules for Installation of Antennas within Living Units that have been adopted by the Lakelands Community Association, Inc. Board of Directors. If you have any questions, comments, or concerns about how this process relates to you, please contact the [Community Founder/Design Review Committee].

As you may be aware, the Federal Communications Commission ("FCC") issued rules that permit residents of planned communities to install direct broadcast satellite, television broadcast, and multipoint distribution service antennas on their Living Units. The Association, under the new FCC rule, is allowed to enforce rules relating to the means, method, and location of installation, as long as these rules do not prevent, unreasonably delay, or unreasonably increase the cost of antenna installation, maintenance, or use, or preclude the receipt of an acceptable quality signals. Please note that the new law does not allow residents to install antennas on Community Property.

You should be aware that antennas must be properly located and installed to receive an acceptable quality signal. Therefore, you are advised to ensure that good reception is possible before purchasing equipment, signing any agreement for the rental of equipment or subscription to any telecommunications service.

Please also note that satellite antennas typically cannot provide reception to more than one television set. Additional equipment may be required to receive reception on more than one television in your home.

Any installation must be according to manufacturer's instructions, applicable safety codes and the Association's rules. Antenna owners will be liable for any personal injury, property damage, and voiding of warranties that occur due to the antenna installation.

Before installing any antenna, you should complete the Notice of Intent to Install an Antenna and file it with the Association. You are then free to carry out the installation, unless for some reason the size or location anticipated does not conform to the rules, in which case the [Community Founder/Design Review Committee] will schedule a meeting at a mutually convenient time to determine the best location for your antenna.

We want to work with those Owners seeking to install antennas to facilitate compliance with the Association's rules. To that end, a copy of the new antenna rules is attached. We hope this helps to address any questions you may have relating to the antenna issue.

Sincerely,

Board of Directors

LAKELANDS COMMUNITY ASSOCIATION, INC.

**Notice of Intent to Install Antenna  
within Living Unit**

*(To be submitted to the [Community Founder/Design Review Committee] by the Owner)*

Unit/Home Owner(s): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

If rented, tenant's name *(Attach copy of owner's written permission)*: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening): \_\_\_\_\_

Type of Antenna: \_\_\_\_\_

Direct broadcast satellite \_\_\_\_ 18-inch \_\_\_\_ other \_\_\_\_ size \_\_\_\_  
Television broadcast \_\_\_\_  
Multipoint distribution service \_\_\_\_ size \_\_\_\_

Company Performing Installation \_\_\_\_\_

Identify Installation Location: Porch  Rear Deck  Balcony   
Other  Indicate "Other": \_\_\_\_\_

Date installation performed: \_\_\_\_\_

Please indicate the method of installation.

Will the installation be in compliance with all Association guidelines (which include manufacturers' guidelines and applicable building codes)? Yes  No

If no, please provide three days and times for which you are available to meet with us to discuss antenna installation. At this meeting, you will need to provide information supporting the necessity for nonroutine installation. (A list of preferable days and times is attached.)

Is a mast necessary for reception? Yes  No

If yes, is the mast required to extend more than 12 feet above the roofline or extend to a height greater than the distance from the installation to the lot line? Yes  No

If yes, then you must complete the form for mast installation.

I will comply with all of the Association's rules for installing, maintaining, and using antennas. I assume liability for any damage to Association and other Owners' property that occurs due to antenna installation, maintenance, and use.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

LAKELANDS COMMUNITY ASSOCIATION, INC.

Notification Form  
for Installation of Oversized Masts

*(To be submitted to the [Community Founder/Design Review Committee] by the Owner)*

Is a mast extending more than 12 feet above the roofline required for your antenna?

Yes     No

Is a mast extending higher than the distance from the installation to the lot line?

Yes     No

If you responded "yes" to either question, please provide your reasons why such a mast is necessary. Include a detailed drawing of the installation plans, including:

- Description of the antenna and mast
- Exact location of the mast and antenna installation
- Description of the manner and method of installation
- Total height of the mast and the height it will extend beyond the roofline  
*(Include an explanation of why the mast must extend to this height.)*
- Manufacturer specifications regarding the installation of the mast

Please provide a copy of the certificate of insurance of the contractor installing the antenna and the mast.

Also indicate a date and time that would be convenient for you to meet with the Community Founder/Design Review Committee. *(A list of preferable days and times is attached.)*

I will comply with all of the Association's rules for installing, maintaining, and using antenna masts. I assume liability for any damage to Association or other Owners' property that occurs due to mast installation, maintenance, and use.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: (Day) \_\_\_\_\_ (Evening) \_\_\_\_\_



**LAKELANDS RIDGE HOMEOWNERS ASSOCIATION**  
**EXERCISE ROOM USE RULES**  
**(Revised May 2003)**

To ensure a comfortable and clean exercise facility for all community members.

1. Before use of the exercise equipment check with your physician.
2. Smoking is absolutely prohibited.
3. While using the exercise room individuals may wear: shorts, tank tops, t-shirts, warm-up suits, tights or leotards with appropriate athletic footwear.
4. No food will be permitted in the shower area or exercise room.
5. Immediately report any facility related injury or facility/equipment irregularity to The Management Group Associates at (301) 948-6666.
6. After use of equipment wipe machine padding.
7. Remove all personal belongings including towels, water bottles, newspapers or magazines when finished. Place trash in the receptacle.
8. Only personal music devices with earphones are permitted in the exercise room.
9. While others are waiting limit your time to thirty (30) minutes per piece of equipment.
10. Members may bring one (1) guest and must accompany their guest while in the exercise room. Guest must leave the facility at the same time as the member.
11. You must be 18 years or older to enter the exercise room (children must be supervised while in the clubroom).
12. Shower stalls are available. Individuals are responsible for providing their own toiletries. Showers should be kept to a reasonable length of time.

These rules may be revised, or additional rules established at any time  
by the management agent or Board of Directors

**EXERCISE ROOM HOURS**

The schedule is as follows:

**DAILY: 5:00 A.M. - 12:00 A.M.**

