

REMINGTON TRAILS II TOWNHOME ASSOCIATION

RULES AND REGULATIONS REGARDING THE INSTALLATION OF SATELLITE DISHES

In order to keep the aesthetic appearance of the Remington Trails II Townhome Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish eighteen (18) inches or less in diameter must notify the Board and obtain instructions for installation a minimum of seven (7) days prior to the installation. An Alterations and Additions Application should be submitted including the proposed location of the dish installation. Satellite dishes greater than eighteen (18) inches in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property in which the owner has a direct or indirect ownership interest and is within the owner's exclusive use or control, i.e. on patios or balconies. IF the correct exposure is not available from the deck or patio, a dish may be installed on the backside of the roof and within the 4 foot rule. The dish must be located 4 feet down from the ridge, 4 feet in from the side end, 4 feet away from any valley or saddle and 4 feet up from the fascia. The dish should NOT be visible from the front of the home standing at the center of the street. Approval for any location must be obtained from the Board of Directors, in writing, PRIOR TO installation by submitting an Alterations and Additions Application.
3. No more than one (1) antenna of each provider may be installed.
4. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires. Wiring should enter the building at the site of installation and be run along the interior NOT the exterior of the building.
5. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

7. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute the enclosed hold harmless agreement.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance and the area restored to its original condition.
11. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement made this _____ day of _____, _____, by and between The Remington Trails II Townhome Association ("Association") and _____ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish eighteen (18) inches or less in diameter on the designated limited common elements (patios or balconies) located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

THE REMINGTON TRAILS II
TOWNHOME ASSOCIATION

OWNER

By _____

By _____