
THE LOFTS AT WETHERINGTON CONDOMINIUM ASSOCIATION

Satellite Policy and Indemnification Agreement

Pursuant to its Declaration, Articles of Incorporation and By Laws, The Lofts at Wetherington Homeowners Association, by and through its Board of Trustees ("Board"), hereby adopts the following Satellite Dish Installation and Indemnification policy.

Satellite Policy

Any Homeowner who wishes to install a satellite dish in order to receive television broadcast signals must first submit a written application to the Board specifically setting forth the dimensions of the satellite dish, the proposed location for the installation, the method and manner of installation, the color of the satellite dish and details regarding any landscaping or other camouflage which the Homeowner needs to provide.

The Board shall review and approve on an individual basis each Homeowner's application, provided that all of the following are satisfied:

1. The proposed satellite dish must be one meter or less in diameter or diagonal measurement.
2. The proposed location of the satellite dish must be upon property, which the Homeowner either owns or has exclusive use and control over (limited common area deck/patio).
3. The method and manner of installation must be secure so as to avoid any risk of injury to person or property.
4. Satellite dishes may be attached to the railing of the deck and must be housed inside the deck area. Dishes will not be allowed to hang outside the railing. Dishes may be attached to the underside of the deck above the patio. Dishes may not be secured to concrete patios.
5. The appearance and location of the satellite dish, as well as any proposed landscaping or other camouflage must, in the Board's opinion, preserve the aesthetic integrity of the community.
6. The Homeowner will be responsible to restore the affected area to its original state upon removing the dish.

If any application is rejected based upon failure to comply with items 3 or 5 above, the Board shall, within fourteen (14) days, advise the Homeowner of additions and/or modifications to the application, which will make the application acceptable. The Homeowner shall then submit a revised application for Board consideration.

All costs associated with the purchase, installation and/or maintenance of the satellite dish as well as any landscaping or other camouflage shall be the sole responsibility of the applicant. The Board may require the applicant to execute a maintenance agreement, which shall be recorded, and which shall run with the land.

The Homeowner (not tenant) must complete and submit the following:

1. **Design Review Request form** – available from community website or property management company. Insure that all how requirements above will be address are included on form
2. **Indemnification Agreement** – below

Homeowner should submit forms to the current property management company for The Lofts at Wetherington either via e-mail or mail. Address and contact information available on community website.

Homeowner is responsible for maintaining approval form and either removing satellite dish if unit is sold, or having new owner submit new Indemnification Agreement with unit sale.

Both the Design Review Request form and Indemnification Agreement MUST BE APPROVED by Board before any work is done or satellite installed.

The Lofts at Wetherington Satellite Indemnification Agreement

The undersigned ("Owner") being the Owner(s) of _____ Chatham Court, Unit ____,
West Chester, OH 45069 ("Unit Address") at The Lofts At Wetherington:

1. Owner may install, maintain and repair a satellite dish not to exceed one (1) meter or (39 inches) in diameter and related facilities ("dish") on decks and railings and patios designated for said unit address. NO DISH MAY BE INSTALLED, MOUNTED, ATTACHED OR PLACED WITHIN OR ON ANY COMMON AREA PROPERTY.
2. Owner shall be responsible for any and all maintenance costs and repairs associated with the installation, removal or maintenance of the dish.
3. Any costs or expenses including reasonable legal fees incurred by the Association relative to the installation, maintenance or removal of the dish or repair of property shall be itemized and paid by the Owner within (30) thirty days of the Association's bill/invoice.
4. Owner shall defend, indemnify and hold harmless the Association, its officers, administrators and assigns for any costs or expenses as outlined herein.

In Witness Whereof, the parties hereto have set their hand this _____ day of _____, 20____.

Requested by:

Owner Signature _____

Printed Name _____

Approved by:

Management Company _____

Manager's Signature _____

Printed Name _____

Title _____

Approval Date _____