

**FAIRFAX VILLAGE ASSOCIATION**  
**RULES AND REGULATIONS REGARDING THE INSTALLATION**  
**OF SATELLITE DISHES**

In order to keep the aesthetic appearance of Fairfax Village Homeowners 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 one meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed in the courtyard/patio no higher than the top of the fascia. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish.
3. To protect the health, safety and welfare of the residents, the Board strongly recommends that all satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
4. 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.
5. 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.
6. 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.
7. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
8. 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 attached hold harmless agreement.
9. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these 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.

10. All satellite dishes shall be installed 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 the 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 \_\_\_\_\_, 2\_\_\_\_  
by and between FAIRFAX VILLAGE ASSOCIATION (“Association”) and  
\_\_\_\_\_ (“Owner”).

Inconsideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the common/limited common elements 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 attorneys’ 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.

FAIRFAX VILLAGE  
ASSOCIATION

OWNER

By \_\_\_\_\_

By \_\_\_\_\_

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

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