

Heatherwood Association
NOTICE OF SATELLITE DISH OR OTHER ANTENNA INSTALLATION

Notice is hereby given that the undersigned has installed a satellite dish or other antenna.

Attached are copies of

- (A) the installation plans, including a complete description of the materials used (2 sets),
- (B) the antenna manufacturer's installation brochure if different from the plans referred to above, and
- (C) if the work was performed by a contractor, the certificate of insurance required by the Rules and Regulations.

The undersigned covenants and agrees to:

1. Immediately remove the antenna or satellite dish if it is not safely and securely installed wholly within the "exclusive-use" area of the co-owner's/resident's unit, without hanging over or protruding out a window or beyond the balcony railing or the edge of the patio, and without drilling through an exterior wall (e.g. to run a cable from the patio or balcony into the unit), as specified in the Rules and Regulations, or have it re-installed so that it does not violate these regulations.
2. Be responsible for the maintenance, repair and replacement of the antenna or satellite dish. Notwithstanding any language of the governing documents (including but not limited to the Master Deed and Bylaws) to the contrary, co-owner hereby covenants and agrees that the Association shall have no maintenance, repair, or replacement responsibility for the satellite dish or antenna.
3. Repair any portion of the Commons or any unit, which is damaged by the construction and/or installation of the antenna or satellite dish.
4. Indemnify and to hold Association and its members harmless from all claims, demands or liability arising out of or encountered in connection with the antenna or satellite dish, whether such claims, demands or liability are caused by co-owner or resident, co-owner's or resident's agents or employees, or contractors or subcontractors employed by the Association, their agents or employees, or caused by any products installed on the Condominium property by said contractor(s) or subcontractor(s), excepting only such injury or harm as may be caused by the negligence of third parties. Such indemnification shall extend to claims, demands or liability for personal injuries and property damage occurring during installation, as well as after completion, related to all of Co-owner's Maintenance Responsibilities provided herein. This indemnification and hold harmless agreement will be binding upon the co-owner/resident as well as his/her successors and assigns.
5. Further indemnify and hold the Association harmless from all liability related to any damage to existing improvements (wherever located within the Condominium property) resulting from the installation/construction of the antenna or satellite dish and/or any failure of co-owner to properly discharge Co-owner's Maintenance Responsibility.
6. Reimburse the Association for any loss or damage to the Commons caused by the installation, maintenance or use of the antenna or satellite dish.

[Signature]

[Print Name]

[Street Address]

[Date]

[Unit Number]

[Telephone Number]

Check one: I am a co-owner of this unit. I am a resident (renter; not a co-owner) of this unit.

Approved _____

Not Approved _____

Please return this form to: Kramer-Triad Management Group, 1100 Victors Way, Suite 50, Ann Arbor, MI 48108