

AGREEMENT FOR INSTALLATION OF SATELLITE DISHES

This Agreement is made by and between the DESERT SHORES RACQUET CLUB HOMEOWNERS ASSOCIATION (the "ASSOCIATION") and _____ owner of _____ Las Vegas, Nevada 89128 (the "OWNER"), and entered into on _____. The purpose of this Agreement is to memorialize the obligations and responsibilities of each party to the Agreement.

RECITALS

Whereas, there are certain Association Maintenance Areas set out in Section 1.9 of the ASSOCIATION's Declaration of Covenants, Conditions and Restrictions, that the ASSOCIATION is tasked with maintaining; and

Whereas, one such portion of this Association Maintenance Area is the roof, roof eaves and exterior surfaces of the townhome dwelling unit that the OWNER owns; and

Whereas, OWNER desires to install a Satellite Dish by attaching the Satellite Dish and its related components in the Association Maintenance Area; and

Whereas, OWNER understands this and agrees that OWNER will be responsible for any damages to and the cost of any additional maintenance to the Association Maintenance Area affected or impacted by the installation, presence or removal of the Satellite Dish; and

Whereas, based on this acceptance by OWNER of the terms and conditions set forth herein, ASSOCIATION agrees that approval will be granted to OWNER to allow installation of the Satellite Dish in the Association Maintenance Area of the OWNER's townhome dwelling unit.

TERMS AND CONDITIONS

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. In exchange for permission for the OWNER to install a Satellite Dish in the Association Maintenance Area of the OWNER's dwelling unit, OWNER agrees to be responsible for any damages to and the cost of any additional maintenance to the Association Maintenance Area affected or impacted by the installation, presence or removal of the Satellite Dish or any of its related components;
2. After notice and an opportunity to appear in front of the Board of Directors, the ASSOCIATION may levy any and all unpaid damage or maintenance costs against the OWNER as an assessment. That assessment may be collected in accordance with the ASSOCIATION'S CC&Rs and collection policy and is secured by the ASSOCIATION's statutory lien under NRS 116.3116;

3. The ASSOCIATION may need to remove the Satellite Dish from time to time to perform maintenance or repairs at the location where the Satellite Dish is installed. In such an event, the ASSOCIATION has the right to temporarily remove as necessary the Satellite Dish in order to perform such maintenance or repair. The ASSOCIATION shall provide reasonable notice to the OWNER of any such temporary removal prior to the commencement of the maintenance or repairs. Any additional costs incurred by the ASSOCIATION for such temporary removal shall be the responsibility of the OWNER as discussed in Paragraph 2 above;

4. The Association may record this Agreement against title to the Unit. This Agreement and the covenants contained herein are to run with the land and shall be binding on all parties and all persons acting under them and all subsequent owners of the property identified above.

5. The OWNER agrees to indemnify, defend, and hold ASSOCIATION and its employees, agents, officers and directors harmless from liability for any and all claims, costs, suits, administrative proceedings, ADR, and damages (including attorney's fees and costs) arising directly out of or in connection with the installation, presence or removal of the Satellite Dish or its related components.

6. This Agreement may only be amended by an amendment by both parties hereto, and if this Agreement is recorded, the amendment must also be recorded with the Clark County Recorder's Office.

7. Should the parties to this Agreement have to file suit to enforce this Agreement, or any provision herein, then the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates show below.

“ASSOCIATION”

**DESERT SHORES RACQUET CLUB
HOMEOWNERS ASSOCIATION, a Nevada non-profit
corporation**

By: _____

Print Name: _____

Its: _____

Date: _____

“OWNER”

Dated: _____

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On _____, _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On _____, _____ before me, _____ personally appeared _____ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____