

## DESERT SHORES RACQUET CLUB HOMEOWNERS ASSOCIATION

### BOARD OF DIRECTORS' SATELLITE DISH POLICY

**WHEREAS**, Desert Shores Racquet Club Homeowners Association (the "Association") is a Nevada non-profit corporation duly organized and existing under the laws of the State of Nevada; and

**WHEREAS**, the following policy is in compliance with the Federal Telecommunications Act of 1996 and its appurtenant rules and regulations as promulgated by the Federal Communications Commission and has been adopted by the Board of Directors (the "Board") to govern the installation, maintenance and removal of all Satellite Dishes within the Association; and

**WHEREAS**, for purposes of this Policy, Satellite Dish or Satellite Dishes refers to any device used to receive video programming signals and/or used to receive and transmit fixed wireless signals, including direct-to-home Satellite Dishes that are one meter (39.37") in diameter or less, TV antennas and wireless cable antennas designed to receive signals from direct broadcast satellites ("DBS"), multi-channel multipoint distribution (wireless cable) providers ("MMDP") and television broadcast stations ("TVBS"). Any other term in capital letters shall have the same definition as set forth in the Association's CC&Rs for the Association, unless otherwise specified herein; and

**WHEREAS**, this policy supersedes any previous satellite dish policy adopted by the Board with respect to any Satellite Dishes installed on or after the effective date of this policy; and

**NOW, THEREFORE, BE IT RESOLVED**, that following Satellite Dish Policy is hereby adopted by the Board:

#### **Installation:**

1. Owners may install Satellite Dishes within their Dwelling Unit, or on the exterior of the Dwelling Unit subject to the terms and conditions stated herein.

2. Satellite Dishes are to be installed in locations that make them less visible from the common areas and private streets. Subject to adequate signal and reception, installation of a Satellite Dish shall be in the following locations in the following order of priority:

- A. As to single family homes:
  - i. Within the confines of the Dwelling Unit;
  - ii. On the exterior roof eaves on the back of the Dwelling Unit;

- iii. On the exterior of the roof eaves on the side of the Dwelling Unit;
- iv. On the exterior of the roof eaves on the front of the Dwelling Unit only if no other location is adequate for signal reception.

B. As to Townhomes, the exteriors of the Dwelling Units (e.g., roofs and exterior surfaces) in the Townhomes Area are designated as Association Maintenance Areas pursuant to Section 1.9 of the CC&Rs. As such, installation of a Satellite Dish on the roofs, eaves or other exterior surfaces of the Townhome Dwelling Units is only permitted if the Owner assumes any and all responsibility for any damages to those areas as a result of such installation. The Association reserves the right to temporarily remove any Satellite Dish that is installed on the roof, roof eaves or exterior walls to the extent necessary to exercise its duty to perform any maintenance or repairs on the roofs or exterior walls. Notwithstanding anything herein, to the extent that the installation or presence of a Satellite Dish causes damage to the Association Maintenance Areas, the owner of the Dwelling Unit upon which the Satellite Dish is located may be held responsible for the cost of such damage. The location priority for Satellite Dish installation on the Townhomes is as follows:

- i. Within the confines of the Dwelling Unit;
- ii. On the exterior roof eaves on the back of the Dwelling Unit;
- iii. On the exterior of the roof eaves on the side of the Dwelling Unit;
- iv. On the exterior of the roof eaves on the front of the Dwelling Unit only if no other location is adequate for signal reception.

3. Installation of a Satellite Dish on any Association common area—other than Association Maintenance Areas as set forth above—is strictly prohibited.

4. Installation of any device of any kind designed to broadcast radio or television signals, or an antenna used for amateur (“HAM”) radio, Citizens Band (“CB”) radio, FM or AM radio service, satellite radio or used as a hub to relay signals among antennas is strictly prohibited.

5. Installation and removal of all Satellite Dishes shall be performed by a licensed contractor carrying adequate workers compensation and general liability insurance.

6. Installation of a Satellite Dish larger than one meter (39.37 inches) is strictly prohibited.

7. The Association may require that the Satellite Dish hardware, mounting brackets and cable lines be painted to blend into the background onto which it is mounted, placed or attached. The Satellite Dishes shall be located so as to minimize their view from common areas.

8. To the maximum extent possible, without unreasonably increasing costs or preventing receptions of an acceptable quality signal, all exterior wiring shall be installed in a manner which minimizes visibility by making use of existing wiring, ribbon cable and other devices designed to minimize visibility. All wiring shall be tightly secured in areas where it runs along the exterior of the unit to minimize its visual impact on the unit and surrounding property and to minimize the safety hazards.

9. Satellite Dishes shall be installed in a manner which prevents harm to any person or jeopardize the structure soundness of any buildings. To ensure their safety, all Satellite Dishes shall be installed in accordance with the manufacturers instructions as well as any government ordinances, regulations or laws, and so as not to present a hazard. All Satellite Dishes must be permanently grounded to prevent electrocution or fire. The owner of the Unit for which the Satellite Dish is installed shall be responsible for any damages caused to the Common Area as a result of the installation and/or presence of the Satellite Dish.

10. Satellite Dishes shall be installed so as not to harm or damage the Association's Common Area elements or void any warranties held by the Association or other Owners. If a resident or Owner seeks to install a Satellite Dish on any Association Maintenance Area, the Association may require that the resident or Owner sign a form acknowledging that he or she will be responsible for the cost of any damage or additional maintenance to the Association Maintenance Area due to the installation, presence or removal of the Satellite Dish.

**Maintenance:**

11. Owners shall retain responsibility for Satellite Dish maintenance, replacement and repair. If installation of the Satellite Dish increases maintenance costs or causes damage to the Association or other Owners, the Owner who installed or is responsible for the installation of the Satellite Dish shall be liable for any and all such costs.

12. If Association maintenance or repairs require temporary removal of a Satellite Dish, Owners of a Satellite Dish shall be provided ten (10) days notice in order to have the dish removed. If an Owner does not have the Satellite Dish removed within the ten (10) day notice period, the Association shall remove the Satellite Dish and the Owner shall be responsible for any and all costs incurred by the Association. The Association shall not be liable for any resulting damage, which may or may not occur, to the Satellite Dish from its removal by the Association. The Owner shall be responsible for re-installing the Satellite Dish after the maintenance is completed by the Association.

13. Owners of Satellite Dishes are responsible for all maintenance and associated costs of up-keep. Owners shall not allow their Satellite Dishes to fall into disrepair or to become detached. If a Satellite Dish falls into disrepair or becomes detached so as to create a safety hazard, the Association may remove the Satellite Dish at the Owner's expense without notice.

14. Owners of Satellite Dishes agree to indemnify and hold harmless the Association for damage to the Common Area Association Maintenance Areas or to any person caused by an Owner's negligent maintenance, repair and/or installation of a Satellite Dish.

**Removal:**

15. Immediately upon removal of a Satellite Dish, the installation location must be restored to its original condition. Owners are responsible for all costs associated with the restoration.

16. Owners are responsible for removing the Satellite Dish or having the Satellite Dish removed and restoring the area to its original condition, unless the new Owner accepts, in writing, the continued maintenance responsibility of the Satellite Dish pursuant to this Policy.

17. These rules apply equally to Owners, their tenants, family members and any other Unit occupants.

**IN WITNESS WHEREOF**, this Satellite Dish Policy has been executed by the Association as of this \_\_\_\_ day of \_\_\_\_\_, 2017. The undersigned hereby certify that this Satellite Dish Policy has been adopted and approved in accordance with the NRS 116 and the Association's Governing Documents.

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

By: \_\_\_\_\_  
Its: President  
(Print Name): \_\_\_\_\_

By: \_\_\_\_\_  
Its: Secretary  
(Print Name): \_\_\_\_\_