

RECORDING REQUESTED BY:]
 WHEN RECORDED MAIL TO:]
]
 NAME: Board of Directors]
 Desert Shores Racquet Club]
 Homeowners Association]
 c/o FCCMI]
 ADDRESS: 2310 Paseo Del Prado]
 Building A, Suite 120]
 CITY: Las Vegas]
 STATE & ZIP: NV 89102]

APNs: SPACE ABOVE THIS LINE FOR RECORDER'S USE

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS ("Declaration") is made as of the date shown below, by and between Desert Shores Racquet Club Homeowners Association (hereinafter referred to as the "Association"), on the one hand, and ("Owner") (collectively, "Parties"), on the other hand, with reference to the following facts:

RECITALS

- A. The Association is a non-profit corporation organized and existing under and by virtue of the laws of the State of Nevada.
- B. Owner presently owns the unit located at _____, Las Vegas, NV 89128 ("Unit").
- C. The Association is governed by that certain Declaration of Covenants, Conditions and Restrictions, recorded as document 19900205:0000204 on or about February 5, 1990, in the Office of the County Recorder of Clark County, Nevada, and all amendments thereto (hereinafter, the "CC&Rs").
- D. The Owner desires to install on the roof of the Unit a solar facilities, consisting of solar panels, racking materials, meters and other related components ("Solar Facilities") that is intended to produce solar electricity that will be consumed in the Unit.
- E. the roof upon which the Solar Facilities are to be installed serves as the roof for the Unit. the maintenance, repair and replacement responsibilities of that roof and its related components are the responsibilities of the Association pursuant to Sections 9.1 and 9.2 of the Association's CC&Rs. The Association is willing to allow the installation of the Solar Facilities, provided that the Owner submits a Architectural Review application for the installation pursuant to the Association's CC&Rs and other governing documents and obtains approval therefor prior to the installation of the Solar Facilities. Any Architectural

Review approval of the Solar Facilities shall be conditioned on the Owner agreeing to the terms herein.

NOW, THEREFORE, in light of the foregoing premises and the mutual covenants and conditions contained herein, and for good and valuable consideration, the Parties hereto agree as follows:

1. INSTALLATION AND APPROVAL OF THE SOLAR FACILITIES.

Subject to Architectural Review approval, the Association hereby consents to the Owner authorizing a licensed contractor to install the Solar Facilities on the roof of the Unit as described above. Prior to initiating any installation of the Solar Facilities, the Owner shall submit a Architectural Review application to the Architectural Review Committee (the "ARC"), which shall include prospective appearance, style and roof placement of the Solar Facilities. Owner must obtain written approval of the application prior to installation. Any approval shall be conditioned on the Parties agreeing to the terms of this Declaration. Additionally, the Owner must obtain any approvals of any Master Association ARC, if required.

2. RESPONSIBILITY FOR DAMAGE AND ONGOING MAINTENANCE, REPAIR AND REPLACEMENT.

A. The Owner hereby agrees that the Association shall not be responsible for paying for the ongoing maintenance, repair and replacement of the Solar Facilities. Any and all such maintenance, repair and/or replacement of the Solar Facilities is the responsibility of the Owner. Additionally, the Owner hereby agrees to be responsible for, and shall be liable for, any and all damages that the installation, presence, maintenance, repair or replacement of the Solar Facilities causes to the roof, its related structures and components or any other common area or common area components. Owner hereby consents to the Association, in accordance with the terms of the CC&Rs, levying an assessment against the Owner, after proper notice and a hearing, for the costs of any damages incurred by the Association to the roof or its related structures and components or other common areas as a result of the installation, presence, maintenance, repair or replacement of the Solar Facilities. Owner hereby acknowledges that any such assessment levied pursuant hereto is secured by a lien against the Unit as provided by the CC&Rs and Nevada law.

B. Pursuant to the terms of the Association's CC&Rs, the Association has the duty to maintain, repair, replace and restore those areas defined as Association Maintenance Areas in the CC&Rs. Pursuant to Paragraph 1.9 of the Association's CC&Rs the Association maintenance areas include the roofs and exterior surfaces of the Units in the Townhouse Area of the Property. The Unit described herein is such a townhouse and, therefore, the Association has the duty to maintain, repair and replace the roof on which the Owner is going to place the Solar Facilities. While the Association shall remain responsible for the maintenance, repair and replacement of the roof, the Owner hereby agrees that any additional costs or expenses incurred by the Association to fulfill its duties to maintain, repair and replace the roofs due to the installation of the Solar Facilities shall be born by the

Owner. Whenever the Association takes steps to repair or replace or maintain the roof on the Unit, it shall allocate any additional costs it incurs due to the existence of the Solar Facilities, which expenses may include, but not be limited to removing the Solar Facilities and returning them after the repair, maintenance or replacement of the roof is completed. The Association shall provide the bill for any such owner expenses to the Owner and the Owner shall have fifteen (15) days to pay such bill from the date that it is delivered to the Owner. If the Owner fails to pay all the amounts due, then the Association may treat any unpaid amount as an assessment against the Owner and the Unit, after proper notice and hearing. Owner hereby agrees that the Association may treat such assessment as a special assessment under the Association's CC&Rs and take any and all action to collect such unpaid assessment pursuant to the terms of the governing documents of the Association and any rights the Association has pursuant to NRS 116, as it may be amended from time to time. Owner acknowledges any such assessment levied pursuant hereto is secured by a lien against the Unit as provided in the CC&Rs and Nevada Law.

3. INDEMNIFICATION. Owner hereby agrees to indemnify, defend and hold harmless the Association, and each member, director, officer, agent, employee, attorney, successors and assigns of the Association (collectively the "Association Parties"), from and against any and all damages, losses, liabilities, costs or expenses, including reasonable attorneys' fees and costs, arising out of or in connection with the installation, presence, maintenance, repair and replacement of the Solar Facilities.

4. NO FURTHER IMPROVEMENTS. Owner agrees not to make any other alterations to the roof of the Unit without the prior written approval of the Association in accordance with the Association's CC&Rs.

5. RECORDATION. The Association may record this Declaration against title to the Unit. This Declaration and the covenants contained herein are to run with the land and shall be binding on all parties and all persons acting under them until a written instrument signed by the Owner and the Association has been recorded, agreeing to change the covenants set forth herein, in whole or in part. Any future owner or successor in interest to title to the Unit shall assume the rights, duties and liabilities as set forth in this Declaration.

6. ENFORCEMENT. Enforcement hereof shall be by a proceeding at law or in equity either to restrain the violation of this Declaration or to recover damages against any person or persons violating, or attempting to violate, any covenant contained herein.

7. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

8. BINDING EFFECT. This Declaration shall be binding upon and inure to the benefit of the Parties hereto and to their respective heirs, representatives, successors and assigns, including, without limitation, future owners of the Unit, jointly and severally.

9. ATTORNEYS' FEES. In the event of any action, suit or other proceeding concerning the interpretation, validity, performance or breach of any of the terms and conditions of this Declaration, the prevailing party shall recover reasonable attorneys' fees, costs and expenses incurred in each and every such action, suit or other proceeding, including any and all appeals and/or petitions relating thereto.

10. COUNTERPARTS. This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Association and Owner have executed this Declaration on the day and year written below.

“Association”
Desert Shores Racquet Club
Homeowners Association

“Owner”

By: _____

By: _____

Its: _____
An Authorized Signatory

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On _____, 2018, before me, _____, the undersigned Notary Public, 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.

Notary Public

(SEAL)

STATE OF NEVADA)
 ss:
COUNTY OF CLARK)

On _____, 2018, before me, _____, the undersigned Notary Public, 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.

Notary Public

(SEAL)