

LAUGHLIN BAY VILLAGE HOMEOWNERS ASSOCIATION

SATELLITE DISH POLICY

WHEREAS, Laughlin Bay 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 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; and

NOW, THEREFORE, BE IT RESOLVED, that all other Satellite Dish policies are hereby revoked and the following Satellite Dish Policy is hereby adopted by the Board:

Installation:

1. Installation of a Satellite Dish is permitted in the following locations:
 - a. Within the confines of a balcony, patio or other limited common elements appurtenant to the unit:
 - b. Wholly within a Unit;
 - c. At other alternative locations as may be needed or agreed upon from time to time.
2. Installation of a Satellite Dish or device is **STRICTLY PROHIBITED** directly or indirectly into building sides, tile roofs, building roofs if such components are located in the common area or components that the Association is required to maintain, repair, or replace. The locations specific in paragraph 1 above are approved locations. Each Owner must comply with all federal and state law.
3. Installation of a Satellite Dish, 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 prohibit.
4. Installation and removal of all Satellite Dishes shall be performed by a licensed representative of the Satellite Dish company.

5. Installation of s Satellite Dish larger than one meter (39.37”) inches is strictly prohibited.

6. The Architectural Control Committee (“ACC”) 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 and Limited Common Elements.

7. 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 devises 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. Wiring must not be ran through downspouts or gutters. Any penetration of the building for purposes of running cable from the Satellite Dish or other related component to the interior of the Unit shall be sealed and waterproofed and the cable painted to match the stucco.

8. The use of a mast to raise the height of a Satellite Dish is prohibited unless necessary to achieve an acceptable quality signal without unreasonably increasing costs. If a mast must be installed to provide an acceptable quality signal, it shall only be installed wholly within the confines of the balcony or the Unit and it must be installed by a licensed contractor carrying adequate workers compensation and general liability insurance in order to ensure the safety of the Owners, their guests and tenants and the Common Area. The Owner shall be solely responsible for obtaining any per it required. Approval of the mast being used must be obtained from the ACC before installation of such mast.

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 manufactures instructions as well as any government ordinances, regulations or laws, and prevent electrocution or fire. The owner of the Unit for 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 warranty’s held by the Association or other Owners. Owners must have prior written ACC approval to penetrate any common area components.

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 costs.

12. If Association maintenance requires temporary removal, owners of a Satellite Dish shall be provided thirty (30) days notice in order to have the dish removed. If an Owner does not have the Satellite Dish removed within the thirty (30) 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.

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 or 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 the 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 17th day of April, 2015. 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.

LAUGHLIN BAY VILLAGE HOMEOWNERS ASSOCIATION, a Nevada non-profit corporation

By: 
Its: President

(Print Name) Rella A. McDonald

By: 
Its: Secretary

(Print Name) Patricia A. Zidek

LAUGHLIN BAY VILLAGE HOMEOWNERS ASSOCIATION

**OWNER RESPONSIBILITY AND LIABILITY ACCEPTANCE
FOR INSTALLATION OF SATELLITE DISHES**

Upon signing this form, the Owner of the Unit agrees to have installed a Satellite Dish in accordance with the Laughlin Bay Village Homeowners Association **SATELLITE DISH POLICY**

The Owner agrees to assume all liability for the installation, the maintenance, and any damage or injury that may result from the installation or operation of a Satellite Dish that has been installed to service their Unit.

Unit Owner: _____
Signature

Unit Owner: _____
Print Name

Unit
Address: _____
