

SATELLITE DISH INSTALLATION AGREEMENT

In consideration of the mutual covenants in this SATELLITE DISH INSTALLATION AGREEMENT (the "Agreement") dated _____ (the "Effective Date"), at Long Beach, California, STONEYBROOK VILLAS OWNERS ASSOCIATION, a California Nonprofit Mutual Benefit Corporation (the "Association"), and _____ ("Owner"), agree as follows:

1. Recitals.

- (a) Owner has applied to the Association to install a satellite dish on the Association's common area. Owner has submitted to the Association a proposed plan for the installation of the satellite dish (the "proposed plan").
- (b) Stoneybrook has reviewed the proposed plan and is willing to approve the installation subject to the terms and conditions of this Agreement and any restrictions that the Association has imposed in writing.
- (c) All capitalized terms in this Agreement not otherwise defined shall have the same meanings as in the Declaration of Covenants, Conditions, and Restrictions (the "CC&Rs"), the Articles of Incorporation, and the Bylaws of the Association (collectively, the "Governing Documents").

2. Installation. Owner shall install or cause to be installed the satellite dish in accordance with the proposed plan, as modified by any restrictions that the Association has imposed in writing. Owner shall arrange with the Association's on-site manager a date certain on which installation of the satellite dish shall occur. Owner shall cause Owner's licensed contractor to meet with the Association's on-site manager or designee on the date of installation to arrange for access to common areas prior to commencing installation.

3. Approval. Subject to the terms and conditions of this Agreement and in reliance on Owner's representations and warranties, the Association approves the installation of the satellite dish in accordance with the proposed plan, as modified by any restrictions that the Association has imposed in writing.

4. Representations and Warranties of Owner. Owner represents and warrants to the Association that:

- (a) Owner owns the separate interest Unit at the Association that is identified in Owner's application submitted with the proposed plan for installation of the satellite dish.
- (b) The proposed plan has been prepared by a contractor duly licensed and bonded in California to install satellite dishes.
- (c) The satellite dish does not exceed the size limitations set forth in the Civil Code section that permits the Association to impose reasonable restrictions on the installation or use of a satellite dish.
- (d) Any restrictions on the installation of the satellite dish that the Association has imposed in writing do not significantly increase the cost of the satellite dish, including all related equipment, and do not significantly decrease its efficiency or performance.
- (e) The Association has processed Owner's application for approval in the same manner as the Association processes an application for approval of an architectural modification, and

SATELLITE DISH INSTALLATION AGREEMENT (continued)

the issuance of the Association's decision on Owner's application has not been willfully delayed.

- (f) Owner has arranged for the installation of the satellite dish by an installer that is duly qualified and, to the extent required by law, duly licensed and bonded to install the satellite dish in accordance with the proposed plan, as modified by any restrictions that the Association has imposed in writing.

5. **Waivers of Owner.** Owner waives all of the following:

- (a) Any claim against the Association that any restrictions on the installation of the satellite dish that the Association has imposed in writing have significantly increased the cost of the satellite dish, including all related equipment, or have significantly decreased its efficiency or performance.
- (b) Any claim that the Association has processed Owner's application for approval other than in the same manner as the Association processes an application for approval of an architectural modification, and any claim that the issuance of the Association's decision on Owner's application has been willfully delayed.

6. **Continuing Obligations of Owner.** Owner shall maintain, repair, and replace all roofs or other building components that, as a consequence of the installation of the satellite dish, may become damaged or may deteriorate in excess of normal wear and tear.

7. **Indemnification.** Owner shall indemnify and reimburse the Association and its members for loss or damage caused by the installation, maintenance, or use of Owner's satellite dish.

8. **Conditions Precedent.** As a condition precedent to the Association's approval, Owner shall cause the installer of the satellite dish to sign the Installer's Indemnity below.

9. **General Provisions and Definitions.** The general provisions and definitions set forth below shall apply to this Agreement.

- (a) **Successors.** Subject to any restrictions against assignment, this Agreement shall inure to the benefit of and be binding upon all successors and assigns of each party.
- (b) **Non-assignability.** Except as provided otherwise in this Agreement, neither this Agreement, nor any right herein, may be assigned by any party without the prior written consent of each other party.
- (c) **Modification.** No provision in this Agreement may be modified by an oral agreement.
- (d) **Governing Law.** This Agreement is made under California law, and the proper place of jurisdiction and venue for any dispute concerning this Agreement shall be the County of Los Angeles, Long Beach Judicial District.
- (e) **Construction.** No provision in this Agreement shall be interpreted against the party that drafted the provision.
- (f) **Attorney Fees.** If the parties have a dispute based on this Agreement, the prevailing party shall be entitled to recover, in addition to any other relief, reasonable attorneys' fees and costs incurred in the dispute.

SATELLITE DISH INSTALLATION AGREEMENT (continued)

WHEREFORE, the undersigned have executed this Agreement as of the Effective Date set forth in the preamble above:

Association:

STONEBROOK VILLAS OWNERS ASSOCIATION
A California Nonprofit Mutual Benefit Corporation

[Signature of Association officer]

[Printed name of Association officer and office]

Owner:

[Signature of Owner]

[Printed name of Owner]

Installer's Indemnity

The undersigned has installed the satellite dish that is the subject of this Agreement and has done so in accordance with the proposed plans, as modified by any restrictions that the Association has imposed upon Owner in writing. The undersigned shall indemnify and reimburse the Association and its members for loss or damage caused by the installation, maintenance, or use of Owner's satellite dish.

[Signature of Installer]

[Printed name of installer]

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