

NEWPORT CREST HOMEOWNERS ASSOCIATION

~HOMEOWNER'S SATELLITE DISH APPLICATION CHECKLIST~

Date: _____

Unit: _____

Owner
(Print): _____

Owner
(Signature): _____

PRIOR TO COMMENCING IMPROVEMENT/MODIFICATION:

1. Completed Application Form
(including neighbor awareness sign-off)
2. Specification/Diagram/Drawing
3. Photos of Area of Proposed Improvement
4. \$100.00 Application Fee & \$250.00 Deposit
5. Copy of Grant Deed Showing Legal Description of
Unit and Current Vesting
6. Agreement & Covenant is Signed and Notarized by Owner
(Owner's Improvements/Modifications Running with the Land)

APPLICATION SUBMITTED TO BOARD W/ COMMITTEE RECOMMENDATION:

7. Poof of:
 - A. All Contractors' Workers Compensation Insurance
 - B. Liability Insurance
 - C. Contractor's License

AFTER IMPROVEMENT/MODIFICATION IS COMPLETED:

8. Submission of Notice of Completion
9. Architectural Committee's Compliance Inspection

WHEN RECORDED MAIL TO:

NEWPORT CREST HOMEOWNERS ASSOCIATION
c/o Optimum Professional Property Management
17731 Irvine Blvd., Suite 212
Tustin, CA 92780

(Space Above for Recorder's Use)

AGREEMENT AND COVENANT
(Running with the Land)

This AGREEMENT AND COVENANT ("Covenant") is entered into by and between _____ ("Covenantor") and NEWPORT CREST HOMEOWNERS ASSOCIATION a California non-profit mutual benefit corporation ("Covenantee") and is effective as of the date provided for herein.

PREAMBLE

A. Covenantor is the Owner of a condominium described as _____, Tract No. _____, in the City of Newport Beach California, located at _____ (Covenantor's Property). Covenantor's Property is located in, and is a part of, that certain condominium community known as Newport Crest and is encumbered by that certain Declaration of Covenants, Conditions and Restrictions for Newport Crest Homeowners Association recorded in Book 10348, page 693 of Official Records of Orange County, California and in Amendment recorded in Book 10384, page 461 of Official Records and Amendment recorded in Book 10793, page 518 of Official Records (hereinafter referred to collectively as the "Declaration") and the Declaration of Annexation for Lot 1 of Tract 7817 recorded October 18, 1972, in Book 10381, page 539 of Official Records, in the Office of the Recorder for Orange County, California (hereinafter referred to as the "Declaration of Annexation") and includes an undivided _____ interest in and to the common area as defined in the Declaration and the Declaration of Annexation, being Lot ___ of Tract No. ___ as per map recorded in Book _____, pages _____, of Miscellaneous Maps in the Office of the Orange County Recorder.

B. Covenantee is a nonprofit mutual benefit corporation organized and existing under the laws of the State of California, and is an association, as defined in California Civil Code section 1351, established and incorporated as part of a general plan to administer the affairs of Newport Crest in accordance with the provisions of the Declaration.

C. Covenantee is empowered, pursuant to Article X Section 3 of the Declaration, to consent to the construction or installation of limited improvements by Covenantor on the Common Area.

D. Covenantee's Architectural Committee has granted Covenantor permission to modify, alter, or improve the Common Area, provided the work is completed in strict accordance with the application and drawings as approved by the Architectural Committee, which are incorporated herein by this reference and attached hereto as Exhibit "A" (hereinafter "the Improvements"), and provided Covenantor abides by the terms and conditions of the Declaration and this Covenant.

E. Pursuant to the Declaration, Covenantee's approval is required for the construction, installation, maintenance, use, repair, and improvement of the Improvements upon the Common Area. Covenantee is willing to issue such approval only upon the terms of this Covenant.

NOW, THEREFORE, Covenantor and Covenantee hereby agree and covenant as follows:

1. Obligations of Covenantor. Covenantor shall:

- a. Release, covenant not to sue, acquit and forever discharge Covenantee and all of Covenantee's past, present and future directors, officers, employees, agents and representatives (collectively, the "Released Parties") from all losses, damages and liabilities and claims or assertions thereof resulting from or arising in connection with the design, construction, installation, use, maintenance, repair, replacement or improvement of the Improvements.
- b. Indemnify, defend and hold the Released Parties harmless from and against all losses, damages and liabilities and claims or assertions thereof resulting from or arising in connection with the design, construction, installation, use, maintenance, repair, replacement or improvement of the Improvements or the recordation of this Covenant in Official Records of Orange County, California.
- c. Maintain insurance satisfactory to Covenantee, in Covenantee's sole and absolute discretion, insuring Association, its members, directors, officers, employees, agents and representatives against all losses, damages, and liabilities and claims or assertions thereof resulting from or arising in connection with the Improvements.
- d. Reimburse Covenantee for increased Association expenses, including without limitation insurance and maintenance costs, resulting from or arising in connection with the Improvements.
- e. Continuously maintain and repair the Improvements in a condition consistent with that of the Project generally.
- f. Comply with all requirements of the Declaration of any rules or regulations promulgated by Covenantee applicable to the Improvements.
- g. Provide Covenantee with copies of all required governmental approvals (e.g., inspection sign-offs of permits) for the Improvements within thirty (30) days following final completion of the Improvements.

2. Obligations of Association. Covenantee shall approve for aesthetic purposes the plans and specifications for the Improvements.

3. Lien Rights. Covenantor may assess the amount of all damages, costs, attorneys' fees and expenses it incurs in connection with the Improvements against Covenantor and Covenantor's Property in the manner provided in the Declaration and the Davis-Stirling Common Interest Development Act (the "Act"), codified at Sections 1350 et seq., of the California Civil Code, as amended from time to time. Such assessed amount, together with interest, costs, and reasonable attorney's fees, constitutes a continuing lien and may be enforced by Covenantor in any manner permitted by law, including foreclosure as permitted by the Declaration and the Act.

4. Binding Effect. Covenantor and Covenantor, intend that this Covenant be made and entered into pursuant to the provisions of California Civil Code Section 1468, and that the provisions of this Covenant shall become effective and binding on the parties hereto upon the recording of this instrument with the Recorder of the County of Orange, State of California, shall run with Covenantor's Property and Covenantor's Property and shall be binding upon and inure to the benefit of Covenantor, Covenantor and all persons having or acquiring any interest in Covenantor's Property, any portion thereof or interest therein, and their respective successive owners and assigns.

5. Term. The term of this Covenant shall coincide with the term of the Declaration.

6. Attorneys' Fees. If an action is commenced to enforce or interpret any of the provisions of this Covenant, the prevailing party in such action shall recover from the other party reasonable attorneys' fees, costs and expenses incurred in the prosecution or defense of such action.

7. Notices. Any notices, requests, demands, instructions or other communications required by this Covenant shall be personally delivered or mailed by first-class mail, certified and return receipt requested, to the parties as follows:

TO COVENANTOR:

TO COVENANTEE:

NEWPORT CREST HOMEOWNERS ASSOCIATION
c/o Optimum Professional Property Management
17731 Irvine Blvd., Suite 212
Tustin, CA 92780

A party may change the address to which such notice of communication is to be sent by notifying the other party in the manner provided herein.

8. Advice of Counsel. Covenantor and Covenantor each hereby acknowledge that they have sought independent legal counsel regarding this Covenant.

9. Miscellaneous. With the exception of the Declaration, this Covenant constitutes the entire agreement between Covenantor and Covenantor with respect to the subject matter hereof and supercedes all other contemporaneous or prior oral or written agreements between Covenantor and Covenantor with respect to the subject matter hereof. Headings at the beginning of each paragraph are solely for the convenience of Covenantor and Covenantor and are not a part

of this Covenant. This Covenant shall be construed in accordance with, and governed by, the laws of the State of California. If any provision of this Covenant is held by a court of competent jurisdiction to be unenforceable, the remaining provisions shall nevertheless continue in full force.

10. Modification. This Covenant, and the terms and provisions contained herein, shall be revoked, modified, amended or changed by Covenantor or Covenantee only by an express written agreement executed by both Covenantor and Covenantee and recorded in the office of the County Recorder, County of Orange, State of California.

11. No Transfer. Covenantor acknowledges and agrees that this Covenant shall not serve to transfer to Covenantor any portion of the Project.

12. Disclosure. Covenantor agrees and represents that he/she/they will not look to Covenantee, or hold the Released Parties responsible, to disclose to potential buyers of the Covenantor's Property any information concerning the Improvement or this Covenant, and Covenantee shall have no obligation to disclose such information.

Dated: _____, 200_

"COVENANTOR"

(Name)

(Signature)

Dated: _____, 200_

"COVENANTEE"

NEWPORT CREST
HOMEOWNERS ASSOCIATION
A California nonprofit corporation

Dated: _____, 200_

By: _____

Its: _____

Dated: _____, 200_

By: _____

Its: _____

EXHIBIT "A"
COVENANTOR'S IMPROVEMENTS

NEWPORT CREST HOMEOWNERS ASSOCIATION
ANTENNA/SATELLITE DISH POLICY

DEFINITIONS

Except as otherwise specifically provided below, the definitions of any words and terms provided in the CC&Rs of Newport Crest shall apply to this Policy.

Acceptable Quality Signal: Does not mean the strongest possible signal. With respect to a DBS dish/antenna it means an unobstructed, direct view of the satellite or other device from which video programming service is received.

Antenna: The term antenna as used herein means and includes: (a) satellite dish; (b) TVBS - an antenna designed to receive over-the-air television broadcast signals; (c) MMDS - an antenna designed to receive (wireless cable) programming services via multichannel, multipoint distribution services; (d) DBS - an antenna designed to receive direct broadcast satellite service (e.g. Dish Network); (e) voice only and/or data only over the air reception devices; (f) a transmission device where required to select video programming, or to send and receive voice only and/or data only signals.

Applicant: The person intending to install and use an antenna and/or satellite dish.

Association: Newport Crest Homeowners Association.

FCC: The Federal Communications Commission.

Impair: The term impair as used herein means (a) an unreasonable delay or prevention by the Association of installation, maintenance or use of the antenna; (b) an unreasonable increase in the cost of installation, maintenance or use; or (c) precluding reception of an acceptable quality signal.

GUIDELINES AND RULES

1. For purposes of this Antenna/Satellite Dish Policy, a tenant who provides the Association a written Application for Antenna Approval will be treated (for such application and review process) the same as the Owner of the Condominium Unit within which the tenant resides.
2. Applications for approval of an Antenna should be submitted on the Association's Application for Antenna Approval Form (attached), but any format which includes the information required to be provided on the Application for Antenna Approval Form is permitted.
3. Plans and specifications for the Antenna installation must be submitted to the Association's Architectural Committee for approval. The architectural review process will consider size and type of Antenna, make and model of Antenna, location, reasonable screening/concealing options, signal quality, cost of compliance, among other factors. Any requirements to screen or conceal the Antenna will take into account the cost of screening/concealing compared to the cost of the Antenna equipment or service and the visual impact of the Antenna.
4. Antennas will be permitted only on property over which the Applicant has exclusive use or control and a direct or indirect ownership interest (i.e. a Condominium Unit and its corresponding balconies). An Antenna may not be placed on any part of the Common Area or on the property of another Owner. It is recommended that you check with the Association Manager and the Architectural Committee when you are uncertain about whether the desired location for the Antenna is Common Area or the property of another Owner.
5. The Association makes no representation, warranty or guarantee that there will be a location which will provide an Acceptable Quality Signal available to all Owners or occupants.
6. The Association makes no representation, warranty or guarantee that there will be no interruption in the broadcast signal, broadcast service, installation or use of the Antenna or other equipment.
7. All Antennas must be one meter (39") or less in diameter or as measured diagonally to be permitted. Antennas larger than one meter (39") are prohibited unless approved by the Architectural Committee.

8. Concealment efforts may be requested by the Association in order to reduce the visual impact of the Antenna. Painting the Antenna to make it blend in with its surroundings may be required so long as no Impairment results.

9. For safety reasons, Antennas must be adequately and safely installed. Bolting and/or guy-wires may be required for safe use, operation and maintenance of the antenna, or to prevent damage or injury to the property or person of others (including Association owned property) or property over which the Association has a maintenance responsibility. However, no bolting is permitted to the Common Area, or to the property of others.

The purpose of this Rule is to prevent injury to persons and property caused by antennas falling or being blown off the support in a wind, other natural event, or as a result of installation, use or maintenance by applicant.

10. For safety reasons, no Antennas may be installed or maintained in such a location, or fashion, that results in the Antenna obstructing: (a) a fire exit, access to or egress from a fire exit; (b) access to any fire safety apparatus (e.g. smoke alarm, fire alarm, fire extinguisher, fire hose, fire tools and/or equipment, etc.); (c) access by any fire marshal or firefighter on fire department or fire authority business; or (d) access by an occupant of the Condominium Unit.

The purpose of this rule is to: (i) prevent the delay or inability of fire and/or rescue personnel and equipment reaching a person or location where their help is needed; (ii) to prevent the delay or inability to gain access to a neighboring home or property, by the neighboring homeowner or his/her guest, tenant, invitee or the like; and (iii) to assure access for the necessary and/or required maintenance or use of fire safety apparatus.

11. Antennas, cabling and other related parts and equipment, located on the exterior of any building or other structure over which the Association has a maintenance responsibility, may be required to be temporarily removed, at the Condominium Unit Owner's sole expense, to allow the Association to conduct and complete the inspection, maintenance, repair, and replacement of those building elements for which it is responsible.

12. An Owner of a Condominium Unit of which an occupant installs, maintains and/or uses an Antenna will be responsible to the Association for the cost of repairing any damage to Common Area, or other property over which the Association has a maintenance, repair and/or replacement obligation together with any resulting injury or damage. An Owner and/or occupant of a Condominium Unit who, as a result of the installation, maintenance and/or

use of an Antenna, causes damage and/or injury to Common Area, or other property over which the Association has a maintenance obligation and/or who causes personal injury, bodily injury or property damage to any officer, director, member, agent, contractor and/or any other person invited by the Association or its members to enter the Newport Crest community, will be required to indemnify the Association for any loss sustained as a result of such injury and/or damage.

13. The Association will not require that an Owner or occupant of a Condominium Unit wishing to install an Antenna use a qualified and licensed contractor for such installation. However, should an Owner/occupant of a Unit elect to utilize a contractor for such installation, the Owner/occupant of the Unit must require that the contractor have both worker's compensation and general liability insurance policies before any such installation takes place. This requirement protects the Owner/occupant of the Unit as well as the Association should any personal injury, bodily injury and/or property damage occur as a result of the installation, maintenance and use, of the Antenna by the Owner or occupant of the Unit.

14. Applicant is responsible for the clean-up of all waste, trash, debris and/or left over material(s) remaining after installation of the Antenna.

15. Applicant may periodically be required to provide proof to the Association of a current subscription to a satellite broadcast system.

16. When an Owner or occupant of a Condominium Unit terminates subscription to a satellite broadcast system, or vacates or sells the Unit, the Antenna and any accessories thereto shall be removed immediately.

17. The violation of any provision of this Antenna/Satellite Dish Policy may result in a reasonable penalty upon the Owner of the Condominium Unit in violation.

18. No prohibitions, restrictions, or absolute bans of Antennas in the CC&Rs for Newport Crest will be enforced by the Association except, and to the extent, consistent with this policy, the FCC's Over-The-Air Reception Devices Rule and subsequent FCC rules, orders and opinions.