

**RESOLUTION OF THE BOARD  
OF THE CRYSTAL SHORES WEST ASSOCIATION  
APPROVING A POLICY REGARDING OWNER IMPROVEMENTS**

WHEREAS, the Crystal Shores West Association (CSW) is a non-profit corporation established as a condominium association under the laws of the State of Nevada, with Articles of Incorporation dated July 16, 1964 (amended February 28, 1987, July 2, 1988 and July 1, 1989); governed by Restated By Laws ("By Laws") duly adopted on October 9, 2004, and a Restated Declaration of Covenants, Conditions, Restrictions and Easements ("CCRs") duly adopted October 9, 2004; and

WHEREAS, the powers of the CSW are exercised and controlled by an elected Board of Directors which has the powers enumerated in Section 4.1, entitled "Powers", of the Restated Bylaws which provides:

"The powers of the corporation shall be exercised by or under the authority of, and all of the affairs of the corporation shall be controlled by the Board of Directors, subject, however, to the rights of members provided for herein, in the Articles of Incorporation, and Bylaws, and subject also to all of the restrictions, provisions and limitations contained in the Declaration."; and

WHEREAS, the Board has recently been requested by units owners to approve major construction projects involving alterations to the exterior wall(s) and other improvements of their condominium units; and

WHEREAS, these projects have the potential to affect the established security, design protections and safety of such walls and other improvements and to potentially affect adjacent condominium units and to directly or indirectly impact the potential the liability of CSW and its Board if it approves such proposed projects; and

WHEREAS, construction projects of this type and extent are addressed by the laws of the State of Nevada, the CCRS and Bylaws of CSW, which mandate that the Board consent to such actions; and

WHEREAS, the discretion the Board to consent to such proposed projects permits the Board to adopt a policy to address consent, the conditions of consent, and the issues attendant to such projects; and

WHEREAS, the Board finds that these requests for approval of construction projects under such circumstances require that the Board adopt a policy to protect the CSW, it Board, and any affected unit owners from the potential negligence or designed defects of such project and construction by the unit owner(s), or their contractors, where consent has been requested; and

WHEREAS, the Board finds that it is imperative to protect adjacent owners, the CSW and its Board in the event the construction project causes damages or problems; and

WHEREAS, the Board finds that it reasonable and necessary to require the requesting unit owner of a construction project to provide the Board with the following: (1) a detailed set of plans prepared by a licensed architect and engineer (where applicable), (2) a timeline for completion of the construction project, (3) proof of written notice to the adjacent unit owners of the details of the proposed project at least 60 days before commencement, (4) insurance covering CSW and the adjacent owners as determined by the Board, and (5) an indemnity agreement protecting both CSW and the adjacent owners; and

WHEREAS, before commencing a project as described above, a unit owner must obtain Board consent in accordance with the requirements stated below; and

WHEREAS, Nevada state law in NRS 116.2111, entitled “Alterations of units; access to units” provides in part that:

“Except as otherwise provided in this section and subject to the provisions of the declaration and other provisions of law, a unit’s owner: . . . [portion omitted] . . . (b) May not change the appearance of the common elements, or the exterior appearance of a unit or any other portion of the common-interest community, without permission of the association; and

WHEREAS, Article V of the CSW CCRs provides: “The units and common area shall be occupied and used as follows:

“(g) “Nothing shall be done in any unit or in, on or to the common area which will impair the structural integrity of the building or buildings or which will structurally change the building or buildings or which would alter or add to the building or buildings, except as is otherwise provided herein. It is the particular, though not exclusive, intent of this subparagraph that nothing shall be done in or constructed upon the non-occupied portion of any unit that is subject to the easement hereinafter provided in Article XIII.”

“(i) Nothing shall be altered or constructed in or removed from the common area except upon the written consent of the Association.”

WHEREAS, Article X of the CCRs of CSW, entitled “Party Walls and End Walls, provides:

“10.1. Maintenance. Party walls and end walls, as the case may be, are erected for the benefit of the owner or owners of the units within which such walls are located, and each such owner shall maintain that portion of such walls within the boundaries of his

unit at all times in good order and repair; and no such wall, its footings or any portion thereof, shall be removed, damaged, injured, or destroyed, nor shall the same be altered, added to, enlarged or extended, except only for the purpose of maintaining or repairing the same, unless upon the prior consent of the Association or of Declarant. In the event of the failure of any owner or owners properly to maintain his end wall or his portion of a party wall, the Association may and shall maintain the party wall and perform all works of restoration and repair as may be necessary in its sole discretion.”

WHEREAS, Article XII of the CCRs of CSW, entitled “Repair and Restoration”, provides:

“12.6. Approval of Plans. No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction over the work.”

WHEREAS, Article XII of the CCRs of CSW, entitled “Repair and Restoration”, provides:

“12.8. Acceptable Completion. No work on the project which requires the approval of the Association pursuant to this Declaration shall be deemed completed as between the owner or owners and the Association until the Association shall have issued such Certificate of Acceptable Completion. The Association shall issue such Certificate upon written request therefor or shall set forth in writing its specific objections to work as not completed or complying. If the work is substantially completed and the Association fails to issue a Certificate of Acceptance Completion (or its written specific objections) within sixty (60) days after a request in writing for the same has been made to it, acceptable completion of the work shall be presumed. This paragraph is not intended to, nor shall it have the effect of, altering, modifying, extending or otherwise affecting any law or statute of the State of Nevada prescribing rights and duties of mechanics, laborers or materialmen from time to time existing.”

NOW, THEREFORE, BE IT RESOLVED the Board ADOPTS the following Policy requiring that unit owners proposing to alter or modify their unit, when it involves alterations to the common walls, the foundation, an exterior area, the roof, the front or rear decks, or any area that is deemed common by the Board, shall do and provide the following:

- (1) Submit a written application to the Board at least sixty (60) days in advance of the Board's next scheduled meeting detailing the project, including detailed plans prepared by a licensed architect, including engineering plans (where the project involves structural design changes), using "Exhibit A", a copy of which is attached to this resolution, and
- (2) Provide written notice to all affected adjacent unit owners in the same building complex at least sixty (60) days prior to commencing construction; and
- (3) Secure insurance covering the owner and contractor(s) in such amounts and coverages as determined by the Board, said policies to name CSW, the CSW Board, and the adjacent unit owners in the same building complex as additional insureds; and
- (4) Execute an indemnity/hold harmless in a form acceptable to the Board covering CSW, the Board and the immediately adjacent unit owners to Applicant's unit, substantially in the form of "Exhibit B", a copy of which attached to this resolution; and
- (5) Ensure that any *existing* common utility space within the unit is protected, maintained and allowed for the *continued* use of adjacent unit owners in the building, including reasonable access to the space, so as to provide the location for and serviceability of utility service lines, including but not limited to gas, electricity, telephone, and cable.

BE IT FURTHER RESOLVED that the Board REQUIRES that the unit owner apply to the Board for consent using the Application Form attached as "Exhibit A", which may be modified by the Board from time to time as necessary; and

BE IT FURTHER RESOLVED that the Board REQUIRES that the unit owner execute the attached indemnity agreement, attached as "Exhibit B", prior to obtaining the approval of the Board.

Approved by the Board at its regular meeting held October 13, 2012.

\_\_\_\_\_  
ss William Black

William Black  
Secretary

Crystal Shores West Association  
Application for Consent to Construction  
*Exhibit "A"*

Date: \_\_\_\_\_

Unit Number: \_\_\_\_\_

Legal Owner(s) (Applicant): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Best Contact Phone Number: \_\_\_\_\_

Description of Work:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Estimated Start Date of Project: \_\_\_\_\_

Name of Architect: \_\_\_\_\_

Name of Engineer: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor License Number: \_\_\_\_\_

\_\_\_\_\_

Signature of Applicant

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For Association Use

Submittals: \_\_\_\_Plans \_\_\_\_Certificate of Liability Insurance \_\_\_\_Certificate of Work Comp

Insurance Contractor License Check: \_\_\_\_\_

Building Permit Issued (Number): \_\_\_\_\_

Date Started: \_\_\_\_\_ Date Completed: \_\_\_\_\_

Indemnity Agreement: \_\_\_\_\_

APN: \_\_\_\_\_

*Recording requested by:*

*When recorded return to:*

Crystal Shores West Association

P.O. Box 4907

Incline Village, NV 89450

**HOLD HARMLESS, INDEMNITY,  
ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT**

This Hold Harmless, Indemnity, Assumption of Risk and Waiver of Liability Agreement ("Agreement") is made and entered into by and between the CRYSTAL SHORES WEST ASSOCIATION, a non-profit corporation formed and operating pursuant to the Revised Statutes of \_\_\_\_\_ the \_\_\_\_\_ State \_\_\_\_\_ of Nevada, \_\_\_\_\_ ("ASSOCIATION") and \_\_\_\_\_, individuals and owners of condominium unit #\_\_\_\_, ("OWNERS") (AUTHORITY and OWNERS collectively referred to as "Parties") on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ with respect to 525 Lakeshore Blvd., Unit # \_\_\_\_, Incline Village, Washoe County, Nevada described as the following

All that certain lot, piece or parcel of land situate in the County of Washoe, State of Nevada, described as follows:

Parcel 1:

Unit \_\_ as shown on the condominium map of Crystal Shores West, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 16, 1964, as File No. 1379.

Parcel 2:

An undivided 1/44<sup>th</sup> interest in all the "Common Areas" as shown on the condominium map of Crystal Shores West, according to the map thereof, filed in the office of the County Recorder of Washoe County, State of Nevada, on July 16, 1964, as File No. 1379.

Excepting therefrom all that portion of said land that lies below the ordinary high water line of Lake Tahoe.

**WITNESSETH**

WHEREAS, ASSOCIATION is a non-profit corporation operating pursuant to (a) Articles of Incorporation adopted and approved July 16, 1964, as amended, under the laws of the

State of Nevada, ("Articles of Incorporation"); (b) Restated Bylaws adopted October 9, 2004 ("Bylaws"); and (c) Restated Declaration of Covenants, Conditions, Restrictions and Easements of Crystal Shores West dated October 9, 2004 ("CC&Rs"); and

WHEREAS, the powers of the ASSOCIATION, including its corporate affairs, are exercised by and under the authority of the Board of Directors ("Board"), subject to the rights of the member owners of the ASSOCIATION, as provided in the Articles of Incorporation and the Restated Bylaws; and

WHEREAS, OWNERS own condominium unit #\_\_\_ ("Unit #\_\_\_") and are desirous of remodeling the premises including modifications to a portion of the foundation of the structure or other structural alternation at Unit #\_\_\_; and

WHEREAS, Section 10.1, entitled "Maintenance" of the CC&Rs states that no wall or footing or any portion of any condominium thereof shall be removed, damaged, injured, destroyed, altered, added to, enlarged or extended by an owner "unless upon the prior consent of the ASSOCIATION; and

WHEREAS, OWNERS submitted or is submitting their remodel plans to the Association's Board requesting Board approval, including alterations to the foundation portion or other structural portion of Unit \_\_\_; and

WHEREAS, the Board discussed and considered (or will be doing so in the near future) OWNER'S request for approval, the architectural remodel plans, and the potential risks involved, including those to adjacent owners; and

WHEREAS, the Board has voted or may vote to approve the OWNERS' request for approval of the remodeling plan on the condition that OWNERS fully defend, indemnify and hold harmless the ASSOCIATION, the Board and the adjacent condominium owners from all injury and damages caused by OWNERS and those producing the plans, providing the engineering requirement, and constructing the improvements and alterations.

NOW, THEREFORE, in consideration of the consent being granted by the Board on behalf of the ASSOCIATION and the obligations and promises herein contained, the sufficiency of which shall not be questioned, OWNERS hereby agree and covenant for the benefit of those identified herein as follows:

**1. INDEMNITY AND HOLD HARMLESS.** OWNERS agree to defend, indemnify and hold harmless ASSOCIATION, its Board, manager, officers, directors, employees, agents, representatives and volunteers, and [insert name of OWNER OF ADJACENT UNIT] (owner of Unit #\_\_\_) and [insert name of OWNER OF ADJACENT UNIT] (owners of Unit #\_\_\_) (collectively hereinafter the "ASSOCIATION-Related Parties"), from and against any and all liabilities, liens, claims, judgments, demands, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) (collectively hereinafter "Liabilities"), arising out of, related to, or in any way directly or indirectly connected with OWNERS's acts or omissions, including those of

their architects, engineers and contractors, arising in connection with or during the construction of their remodel project or by virtue of any alleged or actual breach of any federal, state or local law or regulation. These indemnity obligations shall apply for the entire time that any third party can make a claim against or sue the ASSOCIATION or the ASSOCIATION-Related Parties and shall survive any termination of this Agreement. ASSOCIATION and OWNERS agree to promptly provide notice to each other of any Liabilities following the learning thereof by such party.

**2. INSURANCE.** Anyone, including architects, engineers and contractors, that performs any work on behalf of OWNERS on their remodel project, must carry insurance and must include ASSOCIATION as an additional insured on their insurance policies with the following coverage:

Occurrence based Comprehensive General Liability or Commercial General Liability insurance covering all operations for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Premises and operations;
- (2) Products liability and completed operations;
- (3) Contractual liability insuring the obligations assumed
- (4) Broad Form Property Damage (including completed operations);
- (5) Explosion, collapse and underground hazards; and
- (6) Personal injury liability.

The limits of liability shall be, in the case of a Comprehensive General Liability policy, not less than a combined single limit for bodily injury, property damage and personal injury liability of \$1,000,000 each occurrence and \$1,000,000 aggregate. The limits of liability shall be, in the case of Occurrence form Commercial General Liability, not less than:

\$1,000,000 each occurrence (combined single limit for bodily injury and property damage)  
\$1,000,000 for personal injury liability  
\$1,000,000 aggregate for products-completed operations  
\$1,000,000 general aggregate

Workers' Compensation insurance shall be provided as required by any applicable law or regulation.

**3. ASSUMPTION OF RISK AND WAIVER & RELEASE OF LIABILITY.** OWNERS will perform their remodel project at their own risk, and they assume all risk of injury, illness, damage or loss to them or and/or their property that might result from their remodel project. OWNERS agree on behalf of themselves and their family, personal representatives, heirs, executors, administrators, agents, associates, employees,



and assigns, to release and discharge ASSOCIATION and the ASSOCIATION-Related Parties from any and all claims or causes of action, known or unknown, except arising out of willful act of misconduct by ASSOCIATION and the ASSOCIATION-Related Parties.

**OWNERS acknowledge that they have carefully read this Assumption of Risk and Waiver & Release of liability and fully understands that it is a release of liability, and that OWNERS are waiving any right that they may have to bring a legal action to assert a claim against ASSOCIATION and the ASSOCIATION-Related Parties, except for a willful act of misconduct by ASSOCIATION and the ASSOCIATION-Related Parties.**

OWNERS: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**4. OTHER AGREEMENTS NOT AFFECTED.** This Agreement and its terms, conditions, provisions, and covenants shall not in any way impair or prejudice any of the rights and privileges of ASSOCIATION as provided in the Articles of Incorporation, the Restated Bylaws, the CCRs or under the laws of the State of Nevada.

#### **5. INTERPRETATION.**

- A. Section Headings. The section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision hereof.
- B. Fair Meaning. The language of this Agreement shall be construed according to its fair meaning, and not strictly for or against either the ASSOCIATION or OWNERS.
- C. Void or Invalid Provisions. If any provision of this Agreement is determined to be void or invalid by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other provisions shall remain in full force and effect.
- D. Two Constructions. The Parties intend that if any provision in this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

- E. Laws of Nevada. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- F. Venue. The Parties agree that the venue in all matters arising out of this Agreement shall be the appropriate court in the County of Washoe, State of Nevada.
- G. Entire Agreement. This Agreement contains the entire understanding of the parties concerning the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein.
- H. Modification of Agreement. The parties may modify this Agreement only by a writing executed by all the parties.
- I. Attorney's Fees upon Breach of this Agreement. The court shall award to the prevailing party in any action to enforce this Agreement reasonable attorney's fees and costs.

**6. SIGNATURES OF PARTIES.** It is an express condition of this Agreement that it shall not be complete or legally effective until signed by OWNERS and by an authorized officer of ASSOCIATION.

**7. COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument.

<p>OWNERS: _____</p> <p>_____</p> <p>_____</p> <p>Date: _____, 20____</p>	<p>Accepted by:</p> <p>CRYSTAL SHORES WEST ASSOCIATION</p> <p>By: _____</p> <p>Date: _____, 20____</p>
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[illegible]

This instrument was acknowledged before me on

\_\_\_\_\_  
(date) \_\_\_\_\_ (name of person)

Notary Public

[illegible]

This instrument was acknowledged before me on

(date)	(name of person)

Notary Public

[illegible]

This instrument was acknowledged before me on

\_\_\_\_\_ (date)                      \_\_\_\_\_ (name of person)

Notary Public