

CONDITIONS OF APPROVAL OF
ARCHITECTURAL APPLICATION FOR
SOLAR ENERGY SYSTEM/SKYLIGHT

Dear Homeowner(s):

The Village Grove Town House Association, Inc. (“Association”) has considered your architectural application to install a solar energy system/skylight (“Improvement”) on the roof of your property within the Association at _____, Corona, California 92882 (“Property”).

Because the Property is an attached townhome with shared walls and roof, and because the Association maintains the roof, the Association approves the installation of the Improvement subject to these terms and conditions below.

1. The Work

- a. ***Pre-Inspection and Certification.*** Prior to commencing the work, you must retain a licensed structural engineer and/or have your contractor installing the Improvement provide a written certification to the Association verifying that the building structures will bear the weight of the Improvement and its installation and maintenance.
- b. ***Adjourning Owner’s Approval.*** Prior to commencing the work, you must provide the adjoining owners with copies of the plans, the engineer’s certificate per paragraph a. above, and obtain each owner’s written approval per the forms with this approval.
- c. ***Installed Per Plans.*** The Improvement must be installed and maintained per the plans and specifications submitted to the Association and any applicable building codes, laws, and ordinances and standards.
- d. ***Completion of Work/Work Hours.*** The work must be completed no later than six (6) months after recording the Maintenance Agreement under paragraph 3 herein, and the work must be done during normal business hours between 9 a.m. to 5 p.m., Monday through Friday.
- e. ***Notices.*** You will provide notice to the Association and residents of when the work will begin (alternatively, you can coordinate the scheduling of the work with the Association and provide it with any required notices it may need to provide to its residents). You will take precautions to cause as little inconvenience to the residents as possible.
- f. ***Permits/Inspections.*** You are responsible for obtaining applicable permits and inspections by the applicable government entities. All installation, maintenance, repair, replacement and removal of, or other work performed on, the Improvement will comply with all Building Code, Municipal Code, or other legal requirements, and will be done under any building or other permits and inspections required by the City of Riverside, California, or any other municipality or governmental agency

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- g. **Job Site.** You will ensure that the job site is clean and orderly. You will ensure that all equipment, tools, vehicles, or other construction materials is removed from the Property or stored out of view of other residents and the common areas.
- h. **Mechanic's Lien.** You are responsible for resolving any preliminary notice and removing any mechanic's liens recorded by its suppliers, vendors, or subcontractors related to the work. If you fail to address any mechanic's lien matter, the Association has the right to resolve the matter and charge you a special assessment for its cost to resolve the matter.
- i. **Damage.** You will be responsible for any damage to Association's property or its member's property related to the work and maintenance of the Improvement.
- j. **Post-Completion Inspection.** It is recommended that you retain an expert to perform an inspection of the roof immediately following the installation or any reinstallation of the Improvement for damage and water tested for any leaks at any points where the Improvement is attached to the roof. Any roof damage, or leaks, or damage cause by leaks, resulting from the initial installation or reinstallation of the Improvement will be immediately repaired by a qualified licensed, insured, and bonded contractor, at your expense.

2. **The Workers**

- a. **Your Responsibility for the Workers.** You will ensure that all contractors, subcontractors, and workers who perform the work possess the appropriate licenses and you will be responsible for all persons who perform the work.
- b. **Licensed, Insured, Bonded.** All contractors installing, maintaining, repairing, replacing, and/or removing the Improvement must be licensed for that purpose within the State of California and must carry commercial general liability insurance with limits of at least one million dollars (\$1,000,000) and workers compensation insurance as required by law. All contractors will also be bonded as required by the California Contractors State License Board. All contractors must present proof of being licensed and of meeting all required insurance and bonding to the Association before starting the work.
- c. **Compliance with Rules.** All contractors performing any work on the Improvement must abide by the Association's restrictions and rules.

3. **Maintenance Agreement**

- a. Before the installation of the Improvement begins, you must execute the accompanying Maintenance Agreement and then record the same document with the County Recorder for the County of Riverside, California at your own cost. Alternatively, after execution, you may opt to have the Association record the Maintenance Agreement with the County Recorder and assess you for any related fees. The Agreement will run with the land and all future successive owners. Terms in the Maintenance Agreement will include, but are not limited to the following below:

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- **Insurance.** You, and every successive record owner of the Property, will, during their period of record ownership, maintain one or more homeowner insurance liability policies covering bodily injury claims and damage to real property and personal property, including, but not limited to, roof damage, and any damage resulting from earthquakes, fire, wind, water, dry rot, and mold or other microorganisms. The policy will name the Association as a named additional insured under the policy with a right to notice of cancellation and coverage the same as the named insured.
- **Ownership.** The Improvement will be owned by and remain the property of the owner(s) of record of the Property. Any owner(s) of record of the Property will be responsible for the installation, maintenance, repair, replacement and removal of the Improvement, and all related costs and expenses during the owner's period of record ownership.
- **Legally Compliant.** The Improvement must meet all health and safety standards and requirements imposed by state and local permitting authorities. (e.g., Section 65850.5 of the Government Code, California Electrical Code, Institute of Electrical and Electronics Engineers, Underwriters Laboratories, Public Utilities Commissions, etc.)
- **Indemnity.** You will indemnify, reimburse, defend and hold the Association, and any member of the Association harmless from any claims, legal actions, costs, expenses, expert fees, and any other losses asserted, claimed or sustained by the Association, any member of the Association, or any other person or entity against the Association or any member of the Association, arising or resulting from, or caused by the installation, maintenance, repair, replacement, removal, and/or use of the Improvement, including, but not limited to, real property damage, any damage associated with moisture intrusion, structural repairs, drywall repair, or mold remediation, any damage to the Common Area (as defined in the CC&Rs), any damage to any Lot (as defined in the CC&Rs), any damage to any personal property of the Association, any Member of the Association, or any other person or entity, and any personal injuries sustained by a person
- **The Association's Rights.** The Association is granted full right of access beneath, over and around the Improvement to conduct Common Area maintenance, repairs and replacement required by the CC&Rs. If Common Area maintenance, repairs and replacement cannot safely be undertaken or completed with the Improvement in place, you will, at your own cost, disable, disconnect or remove the entire Improvement, or any portion thereof, necessary to allow the Association to conduct required Common Area maintenance, repairs and replacement. Any removal or replacement of the Improvement will be subject to and comply with all other conditions of this approval. If the Improvement is permanently removed from the Property, you will restore the roof and all other building structures to their original condition subject to architectural approval required by the CC&Rs at your own cost. Once restoration has been completed following permanent removal of the Improvement and to the satisfaction of the Association, the obligations of this Conditional Approval will no longer be required.

Sincerely,
The Village Grove Town House Association, Inc.