

# SOLAR ENERGY/SKYLIGHT POLICY

THE VILLAGE GROVE TOWN HOUSE ASSOCIATION, INC.

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Owners must comply with this Solar Energy/Skylight Policy (“Policy”) of The Village Grove Town House Association (“Association”) for any proposed installation of a solar energy system/skylight (“Improvement”).<sup>1</sup>

Because the Association maintains the roofs and homes have shared roofs and walls, this Policy is being adopted to allow owners to submit for installation of an Improvement on their roofs with requirements per Civil Code section 4746 and in compliance with Civil Code sections 714 and 714.1.<sup>2</sup>

**1. APPLICATION REQUIREMENTS.** Owners must submit an architectural application, including all plans and specifications of the proposed system, name of contractor, including the following requirements and conditions:

- a. Two Sets of Plans.** Submit two (2) sets of plans, including engineering and construction plans, the solar site survey (if installing a solar energy system) discussed in Section 1 above, photographs, and specifications for the entire proposed Improvement, including, without limitation, details regarding size, design, color and materials listed on each set of plans, and the proposed location of the Improvement and all component parts on the roof and exterior of the Living Unit. All drawings must show elevations.
- b. Structural Integrity Report.** Provide a written report of findings by a California licensed structural engineer to certify that the structure of the building is sufficient to: (1) bear the weight of the solar energy system; or (2) allow installation of skylight(s).
- c. Solar Site Survey.** If Owners are installing a solar energy system, Owners must submit a solar site survey showing the placement of the solar energy system prepared by a licensed contractor or the contractor’s registered salesperson knowledgeable in the installation of solar energy systems to determine usable solar roof area. If applicable, the site survey must include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof. If the survey does not demonstrate that the applying owner’s equitable allocation of the common area roof is sufficiently large for the installation of the owner’s proposed solar energy system, the application may be denied. Neither the survey nor the costs to determine usable space are deemed as part of the cost of the solar energy system as used in Civil Code section 714.
- d. Neighbor Notification.** Notify each neighboring owner with a shared wall and roof. Evidence of such notification shall be provided to the Association in the form of a notification sheet signed by the neighboring owners. In the event owner is unable to obtain all the signatures of neighboring owners, owner must furnish the Association with evidence of a mailed notification letter(s) regarding the owner’s pending Improvement Application that was sent to all

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<sup>1</sup> A solar energy system is as defined in California Civil Code § 801.5.

<sup>2</sup> Civil Code §§ 4746, 714, 714.1 pertain to solar energy systems.

neighboring owners. The Association has the discretion to proceed with the Improvement Application if they determined that owner made a reasonable effort(s) to provide neighboring owners with notice of owner's pending Improvement Application. The Association has the option to inform neighboring owners that have not responded.

- e. **Additional Insured.** Provide evidence that the Association will be named as an additional insured on the required insurance liability policy of the installing contractor.
- f. **No Removal of Trees/Structures.** The application cannot require the removal of any Association Property trees or structures, and no such removal will be permitted as part of the application.
- g. **Insurance.** All contractors installing, maintaining, repairing, removing, and/or replacing the Improvement must carry commercial general liability insurance of at least \$1,000,000.00 and such workers compensation insurance as is required by law. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board. All such contractors shall present proof of all such insurance and/or bonding to the Association before the installation begins. The Board has the right to review the contract of any such contractor to confirm compliance.
- h. **30 Day Response/Conditional Approval.** The Association will respond in writing to an application within thirty (30) days from the date of receipt of the request and may approve the installation conditionally with additional reasonable restrictions or request further information. An incomplete application or request for further information will trigger another thirty (30) day response deadline.

2. **MAINTENANCE AGREEMENT.** Owners will be required to enter into a Maintenance Agreement in the form(s) provided with this Policy and such agreement will be recorded against the owner's home. Owners may independently record the Maintenance Agreement with the County of Riverside. Alternatively, Owners may opt to have the Association record the Maintenance Agreement with the County and assess Owners for any related fees.

### 3. **INSTALLATION REQUIREMENTS**

- a. **Licensed Contractor.** The solar energy system must be installed by an actively licensed, insured and bonded contractor bearing a C-46 license from the Contractor's State License Board. The skylight must be installed by an actively licensed, insured and bonded contractor from the Contractor's State License Board. The Improvement installation process must conform in all respects to the requirements of the Association's governing documents, including this policy. The owner is responsible to ensure compliance by the contractor.
- b. **Permits.** Before the installation begins, owner must obtain all necessary building or other permits as may be required by the State or local governments. Any approvals are conditioned on the owner providing proof that the City has issued a permit prior to installation the Improvement.

- c. **Prior Installation.** Prior to installation, the Association’s roofing contractor will evaluate the condition of the roof so that repairs can be made prior to installation, if necessary. The Association’s roofing contractor may specify any modifications or requirements regarding the Improvement or installation required to maintain the structural integrity of the roof and preserve any warranties benefitting the Association. The owner will be responsible for the cost of the evaluation but not the repairs deemed necessary prior to installation.
- d. **Compliance with Rules.** All contractors must be notified of and must abide by the Association’s governing documents and rules and restrictions, including, parking, construction hours and contractor rules.
- e. **Other Legal Requirements.** The Improvement must meet all health and safety standards and requirements imposed by state and local permitting authorities. The Improvement must conform with all applicable safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the Improvement must comply with the rules of the Public Utilities Commission regarding safety and reliability.
  - i. If installing a solar energy system, Section 65850.5 of the Government Code must also be met.
  - ii. A solar energy system for heating water shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies. SRCC is a nonprofit third party supported by the United States Department of Energy. The certification shall be for the entire solar energy system and installation.
- f. **Final Inspection.** It is recommended: (1) no later than five (5) days upon completion of installation of the Improvement, the owner shall, as soon as possible, notify the Association that the installation has been completed; and (2) the owner shall thereafter cooperate with the Association in scheduling and conducting an inspection of the Improvement by the Association’s retained engineer or construction consultant (“**Final Inspection**”), which shall take place as soon as practicable after the completion of the Improvement installation. The purposes of the Final Inspection will be to assess whether the Improvement was installed in substantial conformance with the Improvement plans, to determine if any damage to the roof or common area was caused as a result thereof, and to determine whether any structural or related issues exist that necessitate corrective work by the owner. If owner opts out of a Final Inspection, see Section 4(c) below regarding future inspections.
  - i. **Final Inspection Fee.** If applicable, owner shall, on or before the date of the Final Inspection, remit the requisite payment to the Association to reimburse the Association for its costs in conducting the Final Inspection (“**Final Inspection Fee**”). The Final Inspection Fee may be recovered by the Association through a special assessment against the owner, in addition to and/or in lieu of any other rights and remedies the Association may have against the owner.

#### 4. OWNER OBLIGATIONS

- a. **Ownership.** The Improvement will be owned by and remain the property of the current and each successive owner benefiting from the Improvement. Owner(s) will be responsible for the maintenance, repair, replacement and/or removal of the Improvement.
- b. **Maintenance and Damage.** The owner is responsible to install, remove, repair, maintain, and replace the Improvement. The owner is also liable for all costs of maintenance, repair, and replacement of any portion of the building damaged or affected by the installation, use, removal, repair, maintenance, and replacement use of the Improvement: including, without limitation, (1) damage to the roof, framing/structural components, roof covering, shingles, eaves, gutters, and any other part of the building, (2) damage from water leaks and/or resulting mold that develops due to those leaks, (3) damage from any fires and/or (4) any other property damage or personal injury.
- c. **Inspection and Water Leaks.** The Association may require the Improvement to be inspected and the roof water tested for leaks at any points where the Improvement is attached to the roof by the Association's roofing expert. Any leaks discovered, and damage caused thereby, will be immediately repaired by a qualified licensed, insured and bonded contractor, at the owner's expense.
- d. **Continuing Obligations.** Any maintenance, repairs, removal or replacement of the Improvement is subject to architectural approval by the Association and obligations of the governing documents. In the case of any emergency maintenance or repairs on the Improvement, owners shall provide advanced written notification to the Association through its manager.
- e. **Indemnification.** The owner will indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, agents, assigns and insurers from any claims, legal actions, costs, expenses, or any other losses arising or resulting from the Improvement, including, but not limited to, those involving real property damage, moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Association property or any lot, personal property of the Association, and any personal injuries.
- f. **Reimbursement Costs.** Owner will reimburse any monetary burdens borne by the Association as a result of (i) the Owner's failure to comply with this Policy, (ii) the negligent installation, maintenance, repair, removal and/or replacement of the Improvement, and/or (iii) the Owner's breach of the Maintenance Agreement. Reimbursement for any such expenses incurred by the Association shall be recoverable by the Association through a special assessment against the record owner of the Lot, in addition to and/or in lieu of any other rights and remedies the Association may have.
- g. **Easement.** The Association will be granted full easement rights beneath, over and around the Improvement for the purposes of conducting any maintenance, repairs and replacement of the roof, roofing components, and/or any other portions of the building structure as required by the Association's CC&Rs and/or the law. If such maintenance, repairs and replacement cannot

be undertaken or completed with the Improvement in place, the owner will remove, or cause to be removed, the entire Improvement, or any portion thereof necessary, to allow the Association to conduct such maintenance, repairs and replacement. All costs and expenses incurred in performing the temporary removal, and subsequent re-installation, of the Improvement shall be borne by the owner, including any utility expenses that owner may pay while the Improvement is nonfunctional, any additional expenses that may be required to restore functionality of the Improvement, and any expenses that may be required to repair damage to the roof sustained as a result of the Improvement's removal or re-installation. The Improvement may thereafter be replaced by the owner and such removal and/or replacement of the Improvement as provided for in this paragraph shall be subject to and comply with all other conditions of this policy.

- h. **Insurance.** The owner must maintain a homeowner liability coverage policy. Said policy and insurer of owner must meet industry standards (licensed, bonded, rating, etc...).
- i. **Disclosure to Buyers.** The owner must disclose to prospective buyers the existence of the Improvement, the Maintenance Agreement, and these rules. If owner installed a solar energy system, owner must also explain the related responsibilities of the owner under Civil Code §4746.
- j. **Consulting Fees/Costs.** The Association may incur reasonable professional fees from an architect, engineer, contractor or other professional to review or confirm findings of plan submittals and reasonable legal fees. The owner will reimburse the Association for such costs before construction is permitted to begin. If necessary, the Association is permitted to recover such costs via an assessment following proper notice and a hearing.
- k. **Owner Owned Solar Energy Systems Only/No Leased Systems.** Only approved and residence owned solar energy systems may be installed. Leased solar energy systems are not permitted for installation. Applications must include evidence of proposed purchase as part of the application.

## 5. SOLAR ENERGY SYSTEM REQUIREMENTS

- a. The solar energy system must have all black panel and frame. If aluminum is used should be anodized black. The edges of any panels shall be subject to setbacks required by applicable codes.
- b. The solar energy system's rails should be black and cut ends should be repainted.
- c. The solar energy system must be firmly secured to the roof in accordance with local building codes and cannot be visible from the street.
- d. The layout of the array should have a design that is aesthetically pleasing, i.e. symmetrical, or basic shapes such as a stair case or pyramid. "Crossword puzzle" layouts with modules "all over the place" will be denied.
- e. The conduit shall not be visible from the roof. Any required exterior equipment and wiring shall be painted to match surrounding exterior stucco and/or trim color.

- f. The junction boxes shall be mounted under the array.
- g. There should be no visible conduit or panels on the side of the building unless required by building code.

## **6. SKYLIGHT REQUIREMENTS**

- a. The skylight cannot have a reflective surface that produces a glare that is visible from the street.