

VILLA DEL MAR HOMEOWNERS ASSOCIATION

Solar Energy Systems Policy (Adopted July 7, 2020)

This Solar Energy Systems Policy (this “Policy”) shall be applicable to any homeowner’s desired installation, modification or removal of a solar energy system within the Association’s development. As used in this Policy, the term “CC&Rs” shall mean and refer to the *Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Del Mar Homeowners Association*, recorded in the office of the Santa Barbara County Recorder, as may be amended from time to time, and which is applicable to the Association’s development.

The Association’s development is a condominium project as defined under California Civil Code Section 4125. As such, members/owners of the Association only own the airspace of their units. Everything outside of a unit is Association common area pursuant to the CC&Rs and the Association’s Condominium Plan. The common area includes the roofs of the buildings and carports. According to the CC&Rs, the Association is responsible for the common area, including, without limitation, the building and carport roofs.

This Policy is intended to govern the rights, requirements, and responsibilities applicable to all owners who desire to install and maintain a solar energy system on a roof area appurtenant to their unit. All homeowners are required to review, sign and return a copy of this Policy when submitting an architectural application for any desired installation or work relating to a solar energy system.

1. As defined in California Civil Code Section 801.5 and for purposes of this Policy, a “solar energy system” means either of the following:
 - (a) Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage and distribution of solar energy for space heating, space cooling, electric generation or water heating.
 - (b) Any structural design feature of a building, whose primary purpose is to provide for the collection, storage and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.

In addition to the above, all hardware, accessories, wiring and padding/roof protection materials appurtenant to a solar energy system shall be deemed a part of a “solar energy system” for purposes of this Policy.

2. No solar energy system may be installed or placed on common area, including, but not limited to, any building’s roof area, without obtaining the prior written approval of the Association in accordance with the Association’s architectural approval requirements.

3. When evaluating an architectural application for installation of a solar energy system, the Board may take into account physical impact, Association aesthetics, view impact, uniformity of appearance/harmony of design, glare from the panels, and the impact on neighboring units and residents, among other factors. The Board may, but is not obligated to, require screening of the solar energy system from view of neighboring units.

4. An owner shall take all measures to have his or her proposed solar energy system installed on the portion of the roof located directly above the owner’s unit prior to seeking the installation over portions of the roof serving any neighboring, attached units.

5. An owner seeking to install a solar energy system must obtain and submit to the Association a solar site survey showing the placement of the solar energy system. The solar site survey shall be 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. This solar site survey shall be obtained at the owner’s sole cost and expense. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof areas among all owners sharing the same roof.

6. If the solar site survey obtained by the owner, as described in Paragraph 5 above, includes a determination that there is not an equitable allocation of usable solar areas for all owners who share a common roof, the Board may deny the owner’s request on the basis that no equitable allocation is feasible.

7. A solar energy system installed by an owner must meet the following requirements:

- (a) A solar energy system shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.
- (b) A solar energy system for heating water shall be certified by the Solar Rating Certification Corporation (“SRCC”) or another nationally recognized

certification agency. SRCC is a nonprofit third party not affiliated with, but supported by, the United States Department of Energy. The SRCC's website is www.solar-rating.org. The certification shall be for the entire solar energy system and installation.

- (c) A solar energy system for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code ("NEC"), the Institute of Electrical and Electronics Engineers ("IEEE") and accredited testing laboratories such as Underwriters Laboratories ("UL"), and, where applicable, rules of the California Public Utilities Commission ("CPUC") regarding safety and reliability.

8. Any owner installing a solar energy system on the roof area above/appurtenant to his or her unit, after written approval by the Board, shall:

- (a) Be required to indemnify the Association and its members for loss or damage caused by the installation, maintenance, or use of the solar energy system.
- (b) Be responsible, at his or her sole cost and expense, to maintain, repair, and replace their solar energy system, and shall be responsible for the cost of any damage to the roof, the owner's unit, other units in the building, or any other property resulting from or caused by such installation, maintenance, repair, or replacement of the solar energy system.
- (c) Be responsible for the costs of maintenance, repair and replacement of the solar energy system until it is removed, if applicable, and for the restoration of the roof or any other property affected, if applicable, after the removal of the solar energy system.
- (d) Be responsible to pay for and/or reimburse the Association for any costs and expenses incurred in moving or relocating the solar energy system in order for the Association to perform any maintenance, repairs and replacements to the roof, whether or not such maintenance, repairs and replacements are caused by the existence of the solar energy system.
- (e) Maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of the approval of the owner's architectural application and annually thereafter.

- (f) Require that installers of the solar energy system must indemnify or reimburse the Association for loss or damage caused by the installation, maintenance or use of the solar energy system.

9. As a condition for approval for the installation of any solar energy system, an owner must execute a covenant to run with the land ("Covenant"), which will be recorded against the owner's unit and which will describe the owner's rights and responsibilities related to the installation of the solar energy system on the roof and any appurtenant areas for which the Association may be responsible pursuant to the CC&Rs. This Covenant will include obligations pertaining to maintenance, repair, replacement, removal, indemnity, insurance coverage, and other obligations (some, but not all, of which are described in this Policy). No installation may take place until both: (1) a completed architectural application is approved in writing by the Board; and (2) a Covenant is recorded. The Covenant will "run with the land" meaning that all prospective purchasers or transferees of your unit will be subject to the terms and requirements described in the Covenant. It is each owner's sole responsibility to disclose to prospective buyers the existence of any solar energy system and the related responsibilities of the owner, whether pursuant to a Covenant or otherwise. All current owners of record of a unit (as reflected on the grant deed for a unit) will be required to execute a Covenant.

10. Before installing a solar energy system, an owner may be required to apply a layer of roofing material upon which the solar energy system will be placed, to protect the roof surface from the added weight and/or impact of the solar energy system on the roofing surface.

11. Architectural applications for the installation of a solar energy system shall be processed and approved by the Board in the same manner as all other applications for architectural modifications, and approval shall not be willfully avoided or delayed. Approval or denial of an application for installation of a solar energy system shall be in writing. Notwithstanding anything to the contrary contained in the CC&Rs, if an application to install a solar energy system is not denied by the Board in writing within forty-five (45) days from the date of its receipt of the application, the application shall be deemed approved, unless that delay is the result of the Board's request for additional information necessary to evaluate the application.

12. Written Board approval to install a solar energy system does not constitute a waiver of any requirements by applicable governmental agencies as it relates to the installation of the solar energy system. An owner agrees and represents that, as a condition of submittal, the owner has independently reviewed and confirmed that the

proposed plans are correct from all legal, structural, architectural, engineering, and/or landscaping standpoints and will not in any way, other than that which has been disclosed by the applicant, negatively impact the Association or cause damage or additional maintenance to the Association's common areas, other areas for which the Association is responsible, or any other owner's unit.

13. Approval of an owner's architectural plans does not constitute the Association's approval of any technical or engineering/structural specifications, and the Association assumes no responsibility for those specifications. The function of the Board is to review submittals as to aesthetics and community harmony. All technical and engineering/structural matters are the responsibility of the owner requesting the solar energy system's installation.

14. A violation of any covenant, condition, restriction, rule, regulation, or Association policy including, but not limited to, this Policy does not constitute a waiver of the applicable requirement and must be corrected as soon as possible upon notice from the Association of that violation.

15. Access for equipment used in construction will not be permitted, unless requested and approved in writing through the owner's architectural application. Each owner is responsible for any and all actions and activities which are performed by the owner and the owner's contractors/vendors and their employees, subcontractors, and any other related parties.

16. Any damage to an area for which the Association is responsible, including without limitation a roof or other common area, during the course of work or any time thereafter arising out of the solar energy system will be replaced and repaired by the Association at the owner's sole cost and expense. All charges for such restoration will, after a noticed hearing before the Board, be charged back to the owner through an assessment which shall be subject to all lien and foreclosure rights in accordance with the CC&Rs and applicable law.

17. No construction materials may be stored on streets, sidewalks, driveways, or common areas.

18. Except as permitted in the governing documents, the Association's approval of any architectural plans is not an authorization to proceed with improvements in or on any area other than the applicable area described in the owner's architectural plans.

19. Any maintenance of an owner’s solar energy system shall be at the owner’s sole expense and the owner agrees to indemnify and hold the Association and its directors, officers and managing agent(s) harmless from and against any and all liability, damages and/or loss resulting from the drawings, specifications, plans, construction, performance of the solar energy system installation/modifications or, if applicable, the execution of the Covenant required by this Policy.

20. Owner agrees to maintain all permitted improvements in good condition and repair at all times and that any removal of the solar energy system will leave the affected roof areas in their original condition prior to the installation.

21. During the approval process, the Association may require that its architect, landscape architect, building consultant, attorney, contractor, etc., review the proposed plans. Such review(s) are limited in scope and may not be relied upon by the owner to ensure correctness of plans from a legal, architectural, structural, or other standpoint.

22. Nothing in this Policy shall be intended or deemed to establish a general policy prohibiting the installation or use of a rooftop solar energy system for household purposes on the roof of the building in which the owner resides; provided, however, that the foregoing shall not require that an owner be permitted to install a solar energy system if it would not be practical or feasible in accordance with this Policy and Civil Code Sections 4746, 714, 714.1, and any other applicable provisions of law.

23. This Policy has been adopted in accordance with applicable provisions of the California Civil Code and the CC&Rs. In the event of any conflict between the Civil Code and any governing document provision (including, but not limited to, anything contained in this Policy), the Civil Code shall be deemed controlling.

Homeowner Signature: _____

Homeowner Name: _____

Homeowners Address: _____

Date: _____