

Conditions for Approval of the Installation of Solar Energy Systems

- 1. California Civil Code 714 (Restrictions on Solar Energy), The Solar Rights Act, the Solar Shade Control Act requirements were all considered in drafting the following guidance for installation of Photovoltaic (PV) electrical solar systems rated 10 kW AC CEC rating or less in *The Glen of Pacific Grove*.**
- 2. Requests to add solar energy systems to roofs must be submitted to the Architectural Committee for approval on an Application for Architectural Review. Applications will be processed consistent with the requirements of *The Glen of Pacific Grove* Homeowners Association CC&Rs. Solar energy systems may not be installed in Common Areas since this would result in a requirement for an exclusive use easement. Solar energy systems installed on roofs must meet all of the criteria noted herein and all applicable electric, health, safety, fire and performance standards, requirements and inspections imposed by US, State and County Agencies.**
- 3. Because *The Glen of Pacific Grove* is a PUD and must maintain a standard appearance throughout and because the rights of one Owner may not infringe on the rights of an adjacent or any other Owner, only flush-mounted installation parallel to the roof is authorized. Specific guidance is provided in the Building Department permit criteria. It should be noted that units in this complex are similar to duplex homes and, therefore, any item installed on a roof shall be installed only on the rear portion of the roof above the owner's lot or unit (i.e., use of areas above another owner's lot or unit is prohibited), and may not impede installation of a similar system on the adjacent portions of the roof over other lots or units in any way, including, but not limited to, blocking sun access. This is one reason that only flush-mounted arrays are authorized.**
- 4. The Association's responsibilities for maintaining roofs are specified in the CC&Rs and Rules and Regulations. No contract entered into by any owner shall supersede these documents, nor is the Association bound by any contract between an Owner and a Solar Installation Contractor (Contractor) or other contractor or agency unless specifically required by law. The Owner will be responsible for paying for or reimbursing the Association for any and all additional costs that are directly attributable to solar energy system installation, damage or maintenance, including but not limited to damage or additional maintenance to any Common Area improvements or other units. Such items include, but are not limited to, additional tree and other vegetation trimming or more frequent re-roofing, repairs or cleaning than that required for other Association roofs without solar energy systems. Owners and Contractors must ensure that the roofs are strong enough to support the system being installed. Any and all costs related to any required strengthening the roofs shall be the responsibility of the Owner.**
- 5. Because the Association is responsible for maintaining the roofs, all requests to access the roofs must be submitted to the Property Manager as indicated in the Rules and Regulations. The Owner is responsible for coordinating the installation of the solar energy system with the Property Manager. By submitting an application for installation of a solar energy system, the Owner authorizes the Property Manager or his/her representative to communicate directly with the Contractor(s). On the first day of the installation, a representative of the Property Manager will be present to ensure the Contractor understands all the Association requirements and restrictions. The Property Manager's representative must be afforded access to the roof throughout the installation. At the completion of the installation, the Property Manager's representative will physically inspect the installation and**

determine that no damage appears to have occurred, the site is clear of debris, and no further action is required at that time. All work must be accomplished during the hours prescribed below. *All costs associated with the Property Manager's involvement with the installation will be the responsibility of the homeowner and will be billed to the homeowner at the completion of the project.*

6. Before installation work begins, the Owner must sign a standard ***The Glen of Pacific Grove*** Homeowners Association Covenant to Repair and Maintain and deliver the signed, notarized document to the Association. The Owner is responsible for any additional legal costs that may be incurred by Association. The covenant includes all of the requirements noted herein and indemnifies Association. The Association will have the covenant recorded with the Monterey County Recorder's Office within 30 days of completion of the installation of the solar energy system. The Owner will bear all associated legal and other costs incurred by the Association. This covenant shall bind all future Owners of that unit.

- a. No one may access the roof until the proper clearance has been obtained from the Property Manager as outlined in the Rules and Regulations (R&Rs). All work will be accomplished during the hours specified in the R&Rs. At the conclusion of the installation, the Property Manager's representative will inspect the roof and notify the Contractor, Owner and the Association of any problems or deficiencies noted. Failure of Property Manager's representative to observe or note any problem or deficiency shall not absolve the Owner of responsibility for the cost of correcting any problem or deficiency and shall not affect the Owner's indemnity obligation.
- b. At the conclusion of the installation, the **Pacific Grove Fire Department** will inspect to ensure the site has proper setbacks, fire and carbon monoxide alarms and labeling. The Building Department will inspect for correct installation and electric connections. Their approvals will be noted on a "Job Card". The Owner must provide a copy of this Job Card to the Association.
- c. A properly licensed and fully insured solar contractor must perform all installation and service work in accordance with all applicable laws.
- d. All contractors and sub-contractors shall fill out a contractor's information packet providing a detailed description of work to be performed. This packet will be presented to the Architectural Committee with the Application for Architectural Review. Pictures of similar systems the Contractor has installed should be included in the packet.
- e. All installation contractors must name ***The Glen of Pacific Grove*** and its Property Manager as an additional insured. ***The Glen of Pacific Grove*** must be indemnified against loss or damage caused by the installation, maintenance or use of the solar energy system. The Property Manager must receive evidence of this endorsement prior to any work commencing.
- f. The Owner must provide proof of all required permits and PG&E approval. The Owner is responsible for the cost of any extra PG&E connection and all other costs associated with the installation.
- g. All conduits and or piping associated with the solar system shall be painted to match the color of the surface to which they are mounted.
- h. The solar energy system must be flush-mounted and not interfere with current or future installation of a like or other system on adjacent roofs. It must, to the extent possible, harmonize with the existing appearance of ***The Glen of Pacific Grove***.
- i. The Owner is responsible for repairing any and all damage occurring to the Common Area, his/her roof, and adjacent roofs. This shall include repair of any leaks in the roof(s) due to the installation of solar panels. If the Owner's contractor performs the work in accordance with the Owner's contract, the work must be accomplished in a timely manner, as specified by ***The***

Glen of Pacific Grove Property Manager and to the Association's satisfaction. If either of these criteria is not met, the Association will hire a contractor to perform this work and bill the Owner for all costs of such work.

- j. In the event that the solar energy system leads to a complete or partial failure of or other damage to the roof, the Owner will be responsible for replacing or repairing the roof.
- k. In the event **The Glen of Pacific Grove** schedules repair, maintenance, or replacement work on the unit's roof, the Owner, at his/her sole expense, shall be responsible for the removal, storage and reinstallation of the solar system during such repair, maintenance, or replacement.
- l. If, for any reason, the solar energy system does not perform to the unit owner's desired standard, the Association shall have no obligation to remove or trim any vegetation or trees to enhance the system's performance if said trees or vegetation existed prior to the installation of the system or if said trees or vegetation replaced trees or vegetation that existed prior to the installation of the system, as specified in the Solar Shade Control Act. If the requested trimming or removal would not interfere with any other Owner's rights, the Association at their discretion may agree to have Association contractors perform this work, in which case the Association will bill the Owner for this service. If necessary, the Architectural Committee or Board of Directors will resolve any conflicts between the homeowners.
- m. Any additional cost for roof cleaning and debris removal created by the presence of the solar panels or energy system shall be at the Owner's expense.
- n. Any damage that the solar panels, mounting apparatus or other parts of the solar energy system may cause to neighboring units at any time, including but not limited to during heavy rain storms, winds, etc., will be repaired at the Owner's expense.
- o. The owner shall maintain the solar energy system in good and proper working order at all times. If the system reaches the end of its intended life or is no longer serving its intended purpose, the Owner must have it removed at his/her expense.
- p. In the case of a sale or transfer of ownership, the seller shall notify the Association as to whether or not the sale includes purchase or contracting of the solar energy system from all contractors, to include PG&E. If the new owner does not assume responsibility or declines to sign new contracts, or if the contracting companies do not approve the contract(s), the seller must have the system removed at the seller's expense, including the cost of any roof repair that might be required.