

CANON DEL SOL POLICY ON SOLAR POWER

The Canon del Sol Homeowners Association (the “Association”) recognizes that an Association member may be interested in installing a solar paneled power system. Since these systems by nature must be partially installed external to the residence, the Association has developed this policy to aid members (homeowners) in developing their solar projects within Association expectations and requirements, thereby minimizing the time for project review and approval by the Association’s Board of Directors or its Architectural Control Committee.

The Covenants, Conditions and Restrictions (the “CC&Rs”) applicable to the Canon del Sol planned development require (1) approval of the project by the Association’s Board of Directors or its Architectural Control Committee of any improvement or modification to the exterior of a residence prior to commencement of construction, and (2) approval only if the improvement or modification will be consistent with the standards required by the CC&Rs including quality of workmanship and materials, harmony of design, and visibility with respect to existing structures and environment. The purpose and intent of the provisions of the CC&Rs applicable to architectural control is to preserve property values within Canon del Sol. In this context, and to promote continuity and consistency, the following principles shall be applicable to a solar power system a member may wish to install.

1. The particular system to be installed and the installation schedule are subject to both the Association’s prior written approval and the approval process applicable to external improvements within Canon del Sol. Only photovoltaic and grid tied systems will be approved. Detailed and complete system descriptions, plans and schedules shall be submitted at the time of approval application. The member shall promptly reimburse the Association for all costs and expenses incurred by the Association in the approval process.

2. The installation, operation and maintenance of the system shall be at the sole cost and expense of the member who shall only use financially stable and experienced licensed contractors as the system providers. All contractual arrangements with respect to the system shall be between the member and the system provider or Pacific Gas & Electric or its successor as appropriate. The Association assumes no liability or responsibility under any such contracts or otherwise with respect to the system, including its installation, operation, maintenance and performance. The member shall assure adequate liability insurance is in place covering the member against liability for personal injury and property damage arising out of or related to the system, including its installation, operation and maintenance. Prior to commencement of the system’s installation and periodically thereafter as requested by the Association, the member shall furnish the Association certificates of insurance evidencing such insurance. In addition, prior to installation commencement, the Association and the member shall enter into and record an agreement binding the member and successors in interest to the property to the terms of this policy and which shall include an indemnity of the Association and its members, officers and directors against liability for personal injury and property damage arising out of or related to the system and its installation, operation and maintenance.

3. Following installation of the system, the member shall be responsible at the member's sole cost and expense for (i) the operation and maintenance of the system, including, but not limited to, keeping it clean and presentable consistent with acceptable conditions and the surrounding area, and (ii) the maintenance of the entire sloped or slanted roof on which the system is installed whether or not damage or the need for necessary repairs is related to the system or its installation, operation, or maintenance or roof conditions existing prior to the installation of the system. At such times as other roofs in the immediate area are re-shingled or changed and the Association determines to re-shingle or change the member's roof, the member shall be responsible for removing and reinstalling the system at the member's sole cost and expense and in compliance with all requirements of the Association and its contractor's and insurers.

4. The system's panels shall be installed only on sloped or slanted areas of the roof of the member's residence using non reflective materials and finishes color matched to the roof (i.e. black) and without any roof overhangs. All such panels shall be mounted parallel to the roof geometry with the minimally permitted or required space between roof and panel. Panels shall be installed in a manner that does not impede the Association roof access to performing its obligations, including, but not limited to, gutter repair and replacement, re-shingling or other change, unit painting and repair, spark arrestor maintenance, flat roof maintenance and chimney and vent inspections. The member shall at the member's expense be responsible for the restoration of system functionality following a shut off required by the Association to perform its obligations.

5. No equipment or part of the system may be installed on any common area within Canon del Sol or on the external side of any residence or structure. All inverter hardware and other system infrastructure must be located inside the residence, e.g. the garage. Any exposed electrical conduit or wiring must also be colored to color match the roof or other background.

6. All actions required to be taken by a member under this policy shall be taken promptly after written notice from the Association and diligently pursued and completed. Any action that the member may be required to take under this policy may be undertaken by the Association should the member fail or delay unreasonably to take or pursue the required action within 30 days after written notice from the Association. The member shall promptly reimburse the Association for all costs and expenses incurred by it in taking such action.

7. At such time as the system is no longer in use, the member, at the member's sole cost and expense, shall remove the system and restore the roof to acceptable condition fully compatible with the condition and appearance of other roofs in the immediate area.

MEMBERS ARE DIRECTED TO THE FORMS USED BY THE ASSOCIATION WITH RESPECT TO APPLICATIONS FOR PROJECT APPROVAL. THESE FORMS NEED TO BE COMPLETED AND FILED WITH REQUISITE PLANS AND DRAWINGS AND ALL FEES PAID BEFORE CONSIDERATION OF THE PROJECT. THESE FORMS INCLUDE ADDITIONAL REQUIREMENTS.