

GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION

APPLICATION FOR ARCHITECTURAL APPROVAL
SOLAR PANEL/SYSTEM INSTALLATION

OWNER'S NAME: _____

UNIT ADDRESS: _____

PHONE #: _____ EMAIL: _____

I/We would like to request approval to install a photovoltaic solar system.

I/We understand the attached Solar Energy System Policy guidelines must be adhered to.

Please check one box below:

There will be no deviation from the attached guidelines.

I/We are requesting approval for the following deviation from the attached guidelines.

Copies of the plans/estimate for installation must accompany this application.

This page must be signed and each page of the attached guidelines must be initialed.

Homeowner signature: _____ Date _____

Contractor signature: _____ Date _____

Board of Directors Use Only

APPROVALS:

_____ Approved as requested

_____ Approved; subject to the following conditions:

_____ Disapproved for the following reasons:

Board Member Signature

Date

**GROSSMONT VILLAGE CONDOMINIUM ASSOCIATION
SOLAR ENERGY SYSTEM POLICY**

This Solar Energy System Policy (“Policy”) is established in accordance with Civil Code §§ 714, 714.1 and 4746 and the Association’s First Restated Declaration of Covenants, Conditions and Restrictions (“CC&Rs”), to govern the installation of Solar Energy systems, as defined below, within the Project and provide guidelines for Owners seeking approval from the Board of Directors (“Board”) for installation of a Solar Energy System. The Association is responsible for the maintenance, repair and replacement of all roofs within the Project. This Policy is intended to provide guidance to Owners who desire to install and maintain a solar energy system upon a Common Area roof within the Association. These guidelines are intended to allow energy-conserving systems that are aesthetically pleasing to all Owners and residents. Owners may only install Solar Energy Systems in compliance with the terms, conditions and restrictions set forth herein.

1. Definitions:

A. “Solar Energy System” or “System” shall mean 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, electricity generation, or water heating.

B. “Owner” shall mean any person, firm, corporation, or other entity which owns a fee simple interest in any Condominium, as recorded in the official records of San Diego County.

2. Association Approval Required:

A. Owners must obtain approval of the Solar Energy System by the Board prior to the installation and/or use of the Solar Energy System.

B. These rules set forth the requirements for the installation or use of a rooftop Solar Energy System for household purposes on a multi-family common area roof shared by more than one Owner in which the applicant resides.

3. Application Process:

A. Owners shall submit an architectural application to the Association’s AC for approval by the Board of the proposed Solar Energy System.

B. The request must address the items specified in the paragraphs below.

C. The Board shall respond, in writing, to the Owner’s request within 45 days from the date of receipt of the request and may approve the installation conditionally imposing reasonable restrictions as permitted by Civil Code Sections 714.1 and 4746.

Owner's Initials _____
Contractor's Initials _____

D. Fees may be imposed to defray the costs of reviewing plan submittals as well as all costs associated with the preparation and recordation of the covenant agreement and any subsequent modifications.

4. Approval and Installation Requirements:

A. Applicants for Solar Energy Systems must notify each Owner of a Unit in the Condominium Building on which the installation will be located of the application to install a Solar Energy System. Evidence of such notification shall be provided to the Association in the form of a notification sheet signed by each Owner.

B. Applicants for Solar Energy Systems 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. (The survey and the cost of the survey are not included as part of the cost of the system as used in Civil Code section 714.) The site survey shall include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof. In the event the survey cannot confirm that the requesting Owner's equitable allocation of the common area roof is sufficient for the installation of their System, the request may be denied.

C. Solar Energy System applications shall conform in all respects to the CC&Rs, the Association's Rules & Regulations, Architectural Guidelines and any other governing documents.

D. Each applicant for a Solar Energy System must submit two (2) sets of plans, including engineering and construction plans, the solar site survey discussed in subsection (B) above, photographs, and specifications for the entire proposed Solar Energy System (such as details of size, design, color, and materials listed on each set of plans, and location of Solar Energy System on the exterior of the unit). All drawings must show affected elevations. If the System will be leased, a copy of the proposed lease with the leasing company shall be provided with the application. If an application is incomplete, the ACC may request additional documents and information. The AC and/or Board may request other specifications from the Owner which it deems necessary to make an informed decision.

E. Before the installation begins applicants must provide evidence to the satisfaction of the Board that the Association has been named as an additional insured on the insurance policy maintained by the installer covering applicant's obligations set forth herein as relates to damage to property that is the Association's obligation to maintain, repair and/or replace.

F. The Owner, and each successive Owner, must maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.

Owner's Initials _____
Contractor's Initials _____

G. As a condition of the Association's approval, each applicant must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a System ("Covenant"), in the form to be provided by the Association. The Covenant will be recorded with the San Diego County recorder's office and will run with the land and bind the applicant and applicant's successors in interest unless it is later changed. The Covenant will require the applicant to (a) insure the System, (b) assume the costs for damage to the Common Area, Exclusive Use Common Area or Unit resulting from the installation, maintenance, repair, removal or replacement of the System, (c) assume the costs for the maintenance, repair, and replacement of the System until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area or Unit after removal, (d) be responsible to disclose to prospective buyers the existence of any System of the Owner and the related responsibilities of the Owner with regards to the recorded Covenant, and (e) indemnify, defend and hold harmless the Association. Applicant will be responsible to reimburse the Association for the cost to prepare and record the Covenant. In the event an applicant does not sign and notarize the Covenant, the Association may initiate legal action against the applicant to cease the installation and/or cause its removal.

I. Before the installation begins, applicants must obtain (at applicant's expense) all necessary building or other permits as may be required by the State or local governments. The Association reserves the right to request that the Owner furnish proof that all required progress and final inspections have been completed and signed-off by the City and/or any other governmental entity.

J. All contractors shall be notified of and abide by the Association's Rules & Regulations and/or Architectural Guidelines, including, parking, construction hours and contractor rules.

K. The Solar Energy System must meet all health and safety standards and requirements imposed by state and local permitting authorities, consistent with Government Code § 65850.5. The System must meet 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 System must comply with the rules of the Public Utilities Commission regarding safety and reliability. The Association and the Board shall not be responsible for non-compliance with any required law, ordinance, permit, etc. for items installed by an Owner pursuant to the required architectural approval.

L. Owners must hire a California licensed contractor with a C46 license to install the Solar Energy System. The installing contractor shall carry comprehensive 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 licensing, insurance and/or bonding to the Association before the installation begins. The Board shall have the right to review the contract of any such contractor to confirm compliance.

M. The application must not call for any Common Area trees or structures to be moved or removed, and no such removal will be allowed or required, now or in the future.

Owner's Initials _____
Contractor's Initials _____

N. The System will at all times be owned by and remain the property of the record Owner(s) of the respective Unit. Each applicant will be solely responsible for the maintenance, repair and/or replacement of the System, during the period of his/her/their record ownership. At the sole expense of any Owner(s) of record, during their period of record ownership, the Association may require the System to be inspected and the Common Area roof water tested for leaks at any points where the system is attached to the roof. Any leaks discovered, and damage caused thereby, shall be immediately repaired by a qualified licensed, insured and bonded contractor, at the expense of any Owner(s) of record, during his/her/their period of record ownership.

O. Any removal or replacement of the System is subject to approval of the Board. Except in the case of an emergency, prior to any maintenance or repairs on the System, Owners of record shall provide written notification to the Association through its manager. If the installation, maintenance, repair, replacement and/or use of the System results in any damage to the roof, or any other building structure, the Owner(s) of record of the Unit, during his/her/their period of record ownership, shall indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, committee members, agents, assigns and insurers, and/or any other Owner who is a member of the Association, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof or other building structure damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Common Area or any Unit (as defined in the law and CC&Rs), damage to any personal property of the Association, and/or any Owner who is a member of the Association, and any personal injuries.

P. The Association must be granted full access rights beneath, over and around the System for the purposes of conducting such maintenance, repairs and replacement as are required by the CC&Rs. In the event that such maintenance, repairs and replacement cannot be undertaken or completed with the System in place, the Owner(s) of record of the Unit, during their period of record ownership, at his/her/their sole expense, will remove, or cause to be removed, the entire System, or any portion thereof, to the extent necessary to allow the Association to conduct such maintenance, repairs and replacement. The System may be replaced by the Owner(s) of record, during his/her/their period of record ownership, at his/her/their sole expense. All such removal and/or replacement of the System as provided for in this section shall be subject to and comply with all other conditions of this approval.

5. Specific Guidelines

A. The preferred roof location for all Systems is the one creating the least visual impact to Owners, and having the least destructive and/or intrusive impact to the Association's Common Area. A roof-mounted solar unit will be isolated to one segregated roof area corresponding to the Owner's Unit footprint. The highest point of any roof-mounted solar panel should be lower than the ridge of the roof where it is attached, if possible, unless otherwise approved by the Board. Solar Energy System must be firmly secured to the roof in accordance with local building codes.

No solar system may be installed without a full inspection of the roof, with a written report supplied. The Association will arrange for the inspection, and for any roof that has not been inspected with the last 18 months, the cost for the inspection will be paid by the Association. If the roof has been inspected within the previous 18 months, the cost for the inspection shall be paid by the homeowner.

Owner's Initials _____
Contractor's Initials _____

B. Systems must be designed so that they are flush/parallel with the roofline and elevated no more than twelve (12) inches from roof surface to the top of the exposed surface of the panels. Any request for exceptions to this will be addressed on a case by case basis, at the sole discretion of the Board of Directors. The edges of any panels shall be subject to setbacks required by applicable codes. Panel module frames and voltaic array shall be bronze or black in finish. Natural aluminum is not permitted. Panels and equipment shall be screened as much as possible.

C. The Board will approve the route for the conduit and location of all improvements, attachments, installation, etc. on a case-by-case basis, to minimize or eliminate impact to: (1) other Owners, (2) maintenance, and (3) aesthetics. Any exterior equipment and wiring shall be painted to match surrounding exterior stucco and/or trim color.

D. Inverters must be located on the patio, at locations approved by the Board such as near ground level and screened with appropriate landscaping, so that such are not readily visible from surrounding Units, patios or the Common Area. Any underground electrical components shall meet all applicable codes and regulations. Applicant may be obligated to relocate the electrical meter, at applicant's expense, to mitigate or eliminate negative impact to adjacent residents. Any exterior electrical, plumbing, and/or other lines need to be run within the patio area and encased in conduit that is painted to match the color of the building.

E. An unused or inoperable System must be removed by the Owner at the Owner's sole expense. If a System is subsequently removed, Owner shall be solely responsible to reimburse the Association for costs incurred in returning the roof to a condition that is acceptable to the Board.

F. Installed Systems shall not substantially interfere with the use and enjoyment of other Owners' property or cause unreasonable annoyance to adjoining residents.

G. Violations of this policy are subject to enforcement as provided in the governing documents. In addition to violation enforcement, the Covenant may be terminated/revoked for failing to abide by state law, the governing documents, and/or the Covenant.

6. Criteria

In addition to the criteria set forth in the specific guidelines above, the Board will consider the following criteria and objectives in reviewing the application to install a System:

A. Review the System installation and location plans to determine whether such installation will have an unreasonable visual impact on the neighboring Units and Common Areas.

B. Review the impact of the System installation and location of the solar panels to the Association's Common Areas.

C. Consider the future and ongoing maintenance of affected portions of the Association's Common Area (e.g. additional roof maintenance, etc).

D. Require submittal of any additional information necessary, in the Board's discretion, to evaluate the application or any modifications thereto. Any deadline for a review decision shall

Owner's Initials _____
Contractor's Initials _____

not begin to run until all additional information requested is submitted and the application is deemed complete.

The Board will consider the following criteria and objectives in reviewing the roofing plans, if any:

A. Whether the System installation and location, as defined in the plans, complies with existing architectural guidelines (e.g. consistent with color, design, harmony, etc.).

B. The impact of the System installation and location of the proposed System to the Association's Common Areas.

C. The longevity of and maintenance requirements of the proposed System.

7. Deposit

Prior to receiving final approval of an application for a solar system, the Owner must submit a deposit in the amount of \$600.00 (subject to change) for the projected costs to prepare and record the Covenant (see section 4.G). Any unused funds will be refunded to the owner. If costs in excess of \$600.00 are incurred, the owner will be billed for the additional costs. Failure to submit the deposit will be considered failure to obtain architectural approval for the installation, and the owner may be subject to fines, per the Association Enforcement Policy.

Owner's Initials _____
Contractor's Initials _____