

**Rules for QUAIL RIDGE CONDOMINIUM HOMEOWNERS
ASSOCIATION**

Applicable to Installation of Solar Energy System on Common Area Roofs

Effective: _____, 2020

When reviewing a request to install a solar energy system on the Common Area roof shared by more than one homeowner pursuant to Civil Code Sections 714, 714.1, and 4746, the Quail Ridge Condominium Homeowners Association (“Association”) shall impose the following requirements:

- A. The applicant Owner shall 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, including but not limited to, whether the roof construction is adequate to handle the added load of a solar system. The Owner’s licensed contractor may also be required to have a structural engineer confirm, in writing, that the building can maintain the load of solar energy systems being installed by each and every Owner within said building. This survey or the costs to determine useable space shall not be deemed as part of the cost of the system as used in Section 714 of the Civil Code.
 - (i) The Association may retain the services of an independent expert to review the findings of the Owner’s salesperson.
 - (ii) The Association may retain the services of an independent expert to map or identify suitable areas for installation of a solar panel, in which case, solar panels may only be installed in the location identified on the Association’s solar energy installation map. At the time of the application, each applicant will be advised of the solar energy installation map if one is being used by the Association.
- B. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof, garage, or carport.
- C. The Association shall require the Owner and each successive Owner of the solar energy system to be responsible for all of the following:
 - (i) An Owner shall notify each Owner of a unit in the building on which the installation will be located of the application to install a solar energy system.
 - (ii) The Owner and each successive Owner shall maintain a homeowner liability coverage policy **in an amount no less than \$250,000.00** at all times and provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.
 - (iii) Costs for damage to the common area, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system.

- (iv) Costs for the maintenance, repair, and replacement of solar energy system until it has been removed and for the restoration of the common area, exclusive use common area, or separate interests after removal.
- (v) Disclosing to prospective buyers the existence of any solar energy system of the Owner and the related responsibilities of the Owner under this section.
- (vi) Pursuant to Civil Code Section 714.1 (b), the Owner shall be responsible for the maintenance, repair or replacement of the roof underlying the installation of the solar device.
- (vii) Pursuant to Civil Code Section 714.1(d), the Owner shall indemnify the Association and its members for loss or damage caused by the installation, maintenance, or use of the solar energy system. In this regard, the Association shall prepare at its expense a maintenance and indemnity agreement to be signed by the Owner and recorded against the subject property.
- (viii) Association shall retain a third-party inspector who will inspect any aspect of the installation/maintenance or removal of the solar panel to determine if any damage has occurred to the Common Area roof and/or any adjacent Unit as necessary. **Owner shall reimburse the Association up to \$500 for any cost of inspection following installation/maintenance/removal of the solar panel to ensure that no damage is caused to the Common Area roof and/or any and all applicable roof warranties are not voided by the installation and/or there is no damage to adjacent Units.**
- (ix) For purposes of this Policy:
 - (1) “Association” has the same meaning as defined in Section 4080 or 6528.
 - (2) “Common area” has the same meaning as defined in Section 4095 or 6532.
 - (3) “Separate interest” or Unit has the same meaning as defined in Section 4185 or 6564.
 - (4) This Policy does not diminish the authority of the Association to impose additional reasonable provisions pursuant to Section 714.1 of the Civil Code.