

VILLAS DE LAS FLORES ASSOCIATION

A California nonprofit mutual benefit corporation

SOLAR ENERGY SYSTEMS POLICY

(Effective: 1/26/19)

1. In compliance with California Law, including Civil Code Sections 714, 714.1 and 4746, an application and prior architectural approval are required when changing or installing new solar energy equipment. The application must include drawings showing the location, description and size of all panels, inverters and other equipment, including visible cabling, conduit, attachments, flashing, hardware, etc., as well as the dimensions and location of the proposed installation. Owners may install solar energy systems only on the Common Area roof above their owner units.
2. The Association may require a solar site survey to be prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy systems. Any such survey shall determine usable solar roof areas and an equitable allocation of the usable solar roof among all owners sharing the same roof. Homeowners may install solar energy systems only on their equitable share of the roof of the building structure (within which the applicant homeowner's unit is located) per the site survey. The Association may determine to have its own solar site survey and allocation of usable solar roof area performed. If the Association has previously obtained a solar site survey or an allocation of the usable solar area, any applicant homeowner within that building will be required to abide by the prior determination regarding the equitable allocation of the usable solar roof area. The Board may also determine that it is reasonable to change a previous allocation of the usable solar roof areas in its reasonable business judgment.
3. As part of the application, the applicant homeowner will also be required to provide proof to the Association that the homeowner provided notice of the application to each owner of a unit located within the same building. Applicant owners should be prepared to provide proof of mailing or delivery of the notice, including but not limited to signatures from the owners who received the notice, certified mail return receipts, etc.
4. As part of the application and approval process, the applicant homeowner will also be required to demonstrate compliance with the applicable City of Palm Springs permitting requirements. The applicant homeowner must follow the City's submittal requirements, review and approval requirements, plan review process, payment of fees and obtain a final inspection. It is the applicant homeowner's responsibility to strictly adhere to the City of Palm Springs requirements. All necessary information should be obtained by consulting with the City, not the Board, Architectural Committee or management.
5. Written approval by the Architectural Committee is required prior to any type of work or installation. Approval will be based on compliance with this policy and provisions of the Association's governing documents, compliance with the City of Palm Springs requirements and California law.

6. Solar energy equipment includes all panels; inverters; cabling; conduit; attachments; flashing; hardware; and any other related elements (collectively referred to herein as "Solar Energy System"). The Solar Energy System should have a profile as low as functionally practical given requirements for efficient operation of the equipment. The maximum height of the solar panels shall not exceed 18". Panels and collectors should be located, if possible, so they are not visible from the street or Common Areas. Visible components should be painted to match adjacent surfaces. Long runs of, cabling, conduit or other installations should be condensed and concealed as much as possible, and painted to match the adjacent surfaces.
7. All Solar Energy Systems must comply with applicable zoning regulations, the Uniform Building Code, and the state laws concerning efficient placement of all components. All installed Solar Energy Systems must be certified by the Solar Rating Certification Corporation ("SRCC") or other nationally recognized certification agencies. The certification must be for the entire Solar Energy System and installation. All work must be performed by licensed contractors, including the solar installation, electrical installation or other work.
8. The homeowner shall be responsible for any and all damage to any part of the structure, roof, interior or exterior caused by the installation of the Solar Energy System. All maintenance, repair, and replacement of the Solar Energy System are the responsibility of the homeowner. The homeowner is responsible for any damage to the roof or structure caused by the installation and its weight and for damage caused by wind, heat and/or moisture related to the Solar Energy System. The homeowner is also responsible for any damage to the electrical and any other utility installations cause by the installation or use of the Solar Energy System.
9. The homeowner must consult with the Association's roofing contractor at the homeowners' expense prior to installation of the Solar Energy System to determine the condition of the roof, and whether the roof condition will be adequate for the installation. If any roof warranty or guarantee is voided or impaired by the installation or maintenance of the Solar Energy System, the homeowner will then be completely responsible for the future maintenance, repair or replacement of the entire roof.
10. The homeowner will be required to provide a deposit of \$2500 to the Association prior to installation of the Solar Energy System to pay for any damage to the Association's Common Areas or any portion of the building for which the Association is responsible to repair, maintain or replace. If there is greater damage than the amount of the deposit, the homeowner understands and agrees that Association will levy a Reimbursement Assessment against his/her account. After inspection, confirmation and repair of any damage for which the Association is responsible, any unused portion of the deposit will be returned to the homeowner.
11. The homeowner will be responsible to maintain at all times a policy of liability insurance with limits acceptable to Association and to provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.

12. The homeowner will disclose to potential buyers the existence of the Solar Energy System and the related responsibilities of the homeowner, pursuant to Civil Code Section 4746.
13. The homeowner is responsible for all costs involved in removing and replacing the Solar Energy System and accessories to allow for maintenance, repair and replacement of the roof by the Association. The homeowner will also be responsible to remove the Solar Energy System at the time of sale of the residence, unless the successor owner is willing to continue to be responsible for the Solar Energy System.
14. Prior to the installation and construction of the Solar Energy System, and as a condition of its approval, the homeowner must enter into a recorded covenant, making the homeowner and all future owners of the Unit responsible for the maintenance, repair, and replacement of the Solar Energy System, and any damage to the Common Area or to any portion of the building which the Association is responsible to maintain, repair, or replace, caused by or related to the installation, use, maintenance, repair, or replacement of the Solar Energy System; and agreeing to indemnify or reimburse the Association and/or other members for loss or damage caused by the installation, use, maintenance, repair, replacement or removal of the Solar Energy System. The covenant will also state that the homeowner is responsible for costs involved in moving the Solar Energy System and accessories for maintenance, repair and replacement of the roof or upon sale if required. The covenant will also require the homeowner to maintain at all times a policy of liability insurance with limits acceptable to Association; to provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter; and to disclose to potential buyers the existence of the Solar Energy System and the related responsibilities of the homeowner, pursuant to Civil Code Section 4746. In addition, the covenant will require that if a Solar Energy System is no longer in use, the homeowner shall remove all components of the Solar Energy System and shall bear the costs incurred by the Association to restore the roof to its previous condition.
15. The owner applicant will be charged for all attorney, notary and recording fees associated with the solar energy equipment installation (approx. \$225.00).

Recording Requested By:
VILLAS DE LAS FLORES ASSOCIATION

WHEN RECORDED RETURN TO:

Fiore, Racobs & Powers
A Professional Law Corporation
74-130 Country Club Drive, Suite 102
Palm Desert, CA 92260

**AGREEMENT AND COVENANT
(RUNNING WITH THE LAND)**

SOLAR ENERGY INSTALLATIONS

This Agreement and Covenant (Running With the Land) ("Covenant") is made and entered into between [*Type Name*] _____, ("Owner"), and VILLAS DE LAS FLORES ASSOCIATION, a California nonprofit corporation ("Association"), and is effective as of the date provided for in this Covenant.

RECITALS

- A. Owner is the owner of real property located in the County of Riverside, State of California (the "Subject Property"), commonly known as _____, Palm Springs, California, and legally described on the attached Exhibit "A."
- B. Association is a nonprofit corporation organized and existing under the laws of the State of California and was established and incorporated as part of a general plan to provide for the management, protection, maintenance, preservation, operation, development and control of, among other property, the real property (the "Common Area") described as:
- Lot ___ of Tract No. _____, in the City of Palm Springs, County of Riverside, State of California, as per map recorded in Book ___, pages ___ and ___ of Maps, of the Office of the County Recorder of said County
- C. Association is obligated to operate, control, repair, maintain and restore the Common Area within the development commonly known as Villas De Las Flores, as set forth in, among other instruments, that certain Declaration of Covenants, Conditions and Restrictions recorded on February 26, 1973, as Instrument No. 24296, in the Official Records of Riverside County, California, as amended and supplemented ("Declaration").
- D. Owner applied for and received the written approval of the Association to install a solar energy system on the roof over the Subject Property ("Solar Energy System"), as shown on the application and plans and specifications, which include the name of the contractor, contractor's license number, the contractor's liability policy number and name of the

carrier, dated _____, and consisting of _____ () pages, which are incorporated into this Covenant by this reference.

- E. Owner and Association intend to fix and determine the rights and obligations of the parties and their successors in interest, including all present and future members of the Association, with respect to the maintenance, use, repair and improvement of the Solar Energy System, and have therefore entered into this Covenant.
- F. Owner and Association intend that this Covenant be made and entered into pursuant to the provisions of California Civil Code Section 1468, in effect as of the effective date of this Covenant, and that this Covenant shall run with the land of the Owner (the Subject Property) and the land owned and controlled by the Association (the Common Area) and that it shall be binding on Owner, each successive owner of the Subject Property during their period of ownership and on each person having any interest in the Subject Property, and that it shall be for the benefit of Association and Association's successors and assigns.

NOW, THEREFORE, in consideration of the terms and conditions contained in this Covenant, Owner and Association hereby agree as follows:

COVENANT

1. The land of the Owner (the Subject Property) which is affected and burdened by this Covenant is located in the County of Riverside, State of California, and is described in Exhibit "A."
2. The land of the Association (the Common Area) which is affected and benefited by this Covenant (and each of the individual parcels of land comprising the Common Area) is located in the County of Riverside, State of California, and is described in paragraph B, above.
3. Owner agrees and covenants with Association, expressly for the benefit of the Common Area, to do or refrain from doing the following acts on the Subject Property, which acts relate to the use, repair, maintenance, replacement or improvement of the Subject Property:
 - a. Owner agrees to be responsible for the future maintenance, repair, restoration and replacement of the Solar Energy System, and any damage to the Common Area or to any portion of the building which the Association is responsible to maintain, repair, or replace, caused by or related to the installation, use, maintenance, repair, or replacement of the Solar Energy System. The determination of whether any maintenance, repair, restoration and replacement required are as a direct or indirect result of the Solar Energy System is at the sole and absolute discretion of the Association. Owner shall also be responsible for the costs of restoration of the common area, exclusive use common areas or units after removal of the solar energy system.

- b. Owner shall be responsible for costs involved in moving the Solar Energy System and accessories for maintenance, repair and replacement of the roof or upon sale if required.
- c. Owner agrees to indemnify Association, its members, officers, directors, agents, representatives and employees, and to save and hold them harmless, and to defend them at Owner's sole expense, from any liability or claims, demands, damages, expenses (including, without limitation, attorneys' fees) costs or judgments that Association, its members, officers, directors, agents, representatives and employees may suffer arising out of or related to the design, installation, use, maintenance, repair, improvement, or removal of the Solar Energy System.
- d. Owner shall at all times maintain a policy of liability insurance with limits acceptable to Association; to provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.
- e. If a Solar Energy System is no longer in use, Owner shall remove all components of the Solar Energy System and shall bear the costs incurred by the Association to restore the roof to its previous condition.
- f. Owner shall disclose to potential buyers the existence of the Solar Energy System and the related responsibilities of the Owner, pursuant to Civil Code Section 4746.
- g. Owner shall comply with the Declaration, and acknowledges the right of Association to reasonably enforce the Declaration in accordance with law and its terms. Owner further covenant that the maintenance, installation, use, repair and replacement of the Solar Energy System by Owner will be in accordance with the law and the Declaration. Owner further agrees that by entering into this Covenant, Association has not waived any rights of enforcement, regulation or control as provided in the Declaration.
- h. Owner shall not alter, change or intensify Owner's use of the Solar Energy System and, although Owner may and shall maintain the Solar Energy System, Owner is prohibited from upgrading or modifying the Solar Energy System in any manner whatsoever without the prior consent of the Architectural Committee or the Board of Directors.
- i. Owner represents that the Solar Energy System meets all applicable health and safety standards and requirements imposed by state and local permitting authorities. Owner further represents that, if the solar energy system is for heating water, the entire Solar Energy System is certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agency, and meets the requirements of the IBC, UPC as adopted by the local jurisdiction having authority and water purveyor rules, including any requirements for backflow device installation and testing. Owner further represents that, if the solar energy system is for producing electricity, the Solar

Energy System meets all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

4. Owner consents to and acknowledges that this Agreement and Covenant will be recorded with the County Recorder, Riverside County, California, and may therefore affect title to or the value of Owner's interest in the Subject Property. Owner further agrees to indemnify and hold Association, and its officers, employees, directors, agents and representatives, including Architectural Committee members, harmless from and against any and all liability, claims, damages, expenses (including, without limitation, attorneys' fees), costs or judgments arising out of or resulting from the recording of this Covenant.
5. Owner and Association further agree and covenant that the covenants provided in this Covenant shall run with the land owned by Owner (the Subject Property) and the land operated and managed by Association (the Common Area) and shall be binding on Owner and each and all successive owners of the Subject Property, or any portion thereof, during such successor's ownership of the same, and on each person having any interest in the Subject Property, or any portion thereof, for the benefit of the land of Association, its successors and assigns, and its members and their successors and assigns.
6. Owner agrees and represents that Owner will not look to Association, or hold Association responsible, to disclose to potential buyers of the Subject Property any information concerning the Solar Energy System or this Covenant, and Association shall have no obligation to disclose such information.
7. The term of this Covenant shall coincide with the term of the Declaration, and any extensions of the Declaration, except that all rights and privileges granted shall terminate without further action by Owner or Association ninety (90) years from the date this Covenant is recorded.
8. The covenants contained in this Covenant shall be deemed separate, distinct and severable covenants between Owner and Association as to the Subject Property and the Common Area.
9. If any provision or part of this Covenant is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.
10. The prevailing party in any action to enforce or interpret the terms and conditions of this Covenant shall be entitled to recover from the other its reasonable attorneys' fees and costs.
11. Any notices, requests, demands, instructions or other communications in conjunction with this Covenant shall be personally delivered or mailed by first-class mail, certified and return receipt requested, to the parties as follows:

To Owner: _____

Palm Springs, California 92264

To Association: Board of Directors
Villas De Las Flores Association
c/o Personalized Property Management
68-950 Adelina Road
Cathedral City, California 92234

12. The address to which such notice or communication is to be sent may be changed by a party from time to time by a notice delivered or mailed as provided in this Covenant.
13. This Covenant is made in, and shall be construed in accordance with, the laws of the State of California.
14. This Covenant shall be effective upon its execution by Owner and Association and its recordation in the Office of the County Recorder, County of Riverside, State of California.
15. This Covenant may be executed in counterparts which, upon execution by all parties, are to be taken together as one instrument.

"Owner"

Date: _____

[Type Name]

Date: _____

[Type Name]

"Association"

VILLAS DE LAS FLORES ASSOCIATION

Date: _____

By: _____

President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

On _____, before me, _____,
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I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____