

SEASCAPE VILLAGE OWNERS ASSOCIATION

SOLAR ENERGY SYSTEM INSTALLATION GUIDELINES

1. System Description

A “solar energy system” is defined as either of the following: (1) 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; or (2) a structural design feature of a building, including any design feature whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating, or any photovoltaic device or technology that is integrated into a building, including, but not limited to, photovoltaic windows, siding, and roofing shingles or tiles.

Notwithstanding any provision or restriction contained in the CC&Rs, equipment associated with solar energy systems may be installed subject to prior written approval from the Architectural Committee. Installation on Common Area or Association-maintained components will be reviewed on a case-by-case basis.

2. Requirements re Appearance of Solar Equipment

2.1 All inverters, electrical conduit, solar switches, meters, and other solar energy system components must be installed in such a manner that they are minimally out of view to neighbors and other community members. If this is not possible, a clear explanation must be given describing why this cannot be accomplished.

2.2 Aluminum flashing, if used and visible, should be anodized or otherwise color treated to match existing structures.

2.3 All exterior plumbing lines should be painted in a color scheme consistent with the structure and materials adjacent to the pipes (i.e., pipes on walls should be painted the color of walls, while roof plumbing should be the color of the roof).

2.4 Solar equipment must be mounted parallel with the roof angle at the minimum vertical clearance from the roof.

2.5 Solar panels must be set back a minimum of one (1) foot from the ridge and one (1) foot from the outside perimeter and bottom of the roof.

2.6 If micro-inverters are to be used, these must be installed consistent with the respective manufacturer’s specifications.

2.7 The installer must run DC wiring in metallic conduit or raceways when located within enclosed spaces in a building and must be run, to the maximum extent possible, along the bottom of load-bearing members.

3. Requirements for Application

3.1 The application for approval of a solar energy system shall be processed by the Architectural Committee in the same manner as an application for an architectural modification to a Unit. A view of the installation's proposed final appearance (CAD Drawings, Artist's sketches, Photoshop, etc.), including any external conduit, must be attached to the application and drawn to show the solar energy system as installed (i.e., location and number of collectors or roofing tiles, attachment to roof structure and location of any other exterior system components).

3.2 The approval or denial of a complete application for the installation of a solar energy system shall be in writing. If an application is not denied in writing within forty-five (45) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

3.3 The application must include a copy of the proposed contract with the contractor who will install the solar equipment. The contract must state that the contractor is licensed and insured. The Owner's contractor/installer must (1) maintain general liability insurance of at least one million dollars (\$1,000,000.00) naming the Association as an additional insured, (2) maintain workers' compensation insurance, including employer's liability, of at least one million dollars (\$1,000,000.00) in conformance with the workers' compensation laws in effect at time of installation of the solar energy system, and (3) maintain automobile insurance. Pursuant to the contract, the contractor must provide a minimum ten (10) year warranty on the installation.

3.4 Owner shall provide the Architectural Committee with proof of written notification by certified mail (to the Owner's mailing address on record with the Association) and certified mail receipts to each potentially affected owner of an adjacent unit. The written notification must identify the proposed location of the solar energy system equipment and must include a copy of the proposed design and solar site survey. The solar energy system may only be installed on the Owner applicant's roof and no portion of the solar energy system may be located upon any adjacent owner's roof.

3.5 Installers of solar energy systems will be required to indemnify and reimburse the Association, or its Members, for loss or damage caused by the installation, maintenance, or use of the solar energy system, and will be required to provide for the maintenance, repair, or replacement of roofs or other building components as a result of the installation of the solar energy system.

3.6 The applicant Owner shall be required to submit to the Architectural Committee a solar site survey prepared by a licensed contractor showing the placement of the solar energy system. The solar site survey shall set forth an equitable allocation of the usable solar roof area among all owners sharing the same roof and written confirmation from a licensed structural engineer that the roof on which the solar equipment is to be installed can bear the weight of the solar equipment without damaging the structure.

3.7 Failure to provide a solar site survey or comply with the written notification requirements will result in denial of the application. The application may also be denied and/or approval rescinded if it is determined that the site survey submitted was inaccurate or misleading or that the Owner did not provide written notification to each Owner of an adjacent Unit as required.

3.8 All roof installations must comply with local Fire Authority regulations or approval requirements. Owners shall obtain all necessary permits at their cost. A solar energy system shall meet all applicable building codes and health and safety standards and requirements imposed by state and local permitting authorities.

3.9 The applicant 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 fourteen (14) days of approval of the application and annually thereafter.

3.10 The installer must obtain all building and electrical permits and assure that all inspections that are associated with the proposed solar installation are properly performed.

3.11 The installer must provide full interface and coordination with the applicable electric utility company.

3.12 If battery back-up to the system is desired, give the number, size, type and location of the batteries as well as any battery venting that might be required.

4. Requirements Prior to Approved Installation

4.1 Prior to installation, the Owner must enter into an agreement to be recorded against the Owner's property which requires that the Owner and all successive owners be responsible for the following: (1) costs for damage to the Common Area or a separate interest resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system; (2) costs for the maintenance, repair, and replacement of the solar energy system until it has been removed, and for the restoration of the Common Area or a separate interest after removal; and (3) disclosing to prospective buyers the presence of the solar energy system and the what the buyers' responsibilities would be as an Owner pursuant to the above provisions.

The agreement will further require that the Owner, and the Owner's successors, heirs, agents and assigns, and any subsequent person or entity holding title to the Subject Property, shall have the obligation at all times to maintain and keep in a good state of repair, and under first class condition, the solar energy system and roof of the Unit, or to pay for that expense and be responsible for any increase in the Association's costs of maintenance of the roof caused by the existence and/or installation of the solar energy system and other related Improvements at the election of the Association. Should any damage or injury to the Owner's property, another Unit, or the Common Property occur due to installation of the solar energy system, then the Owner and/or the Owner's successors, heirs and assigns, or any subsequent person or entity holding title to the Subject Property, agree to bear the full cost and expense of any such damage and/or repair. If the Owner fails to properly install, maintain and repair the solar energy system, as described herein, the Association shall have the right to perform and/or complete such maintenance and repair, and the Owner and the Owner's respective successors, heirs and assigns, or any subsequent person or entity holding title to the Subject Property shall, within ten (10) days from the date of the request, reimburse the Association for the expense of that maintenance and/or repair. Such expense may be levied as a Special Assessment pursuant to the Association's governing documents. The maintenance, repair and replacement referred to herein shall result in the Subject Property and the Common Property remaining at all times in harmony with other Improvements and properties within the Association, and in an aesthetically well-maintained condition.

Finally, the agreement will require that the Owner waive any claim against the Association for damage to the solar energy system in connection with the Association's repair or replacement of the roof of the Subject Property and/or the roof of the Unit adjacent to the Subject Property.

4.2 The Owner must provide proof that his/her contractor/installer has the insurance described in Section 3.3.

5. Requirements After Approved Installation

5.1 Once the solar energy system is installed, the Owner must submit a Notice of Completion form to the Association as well as written certification from the contractor/installer that the construction and installation of the solar energy system equipment did not damage the roof.