

Canyon South 1 Homeowners Association

Solar Energy Installation Rules

Purpose:

The Association is responsible for the maintenance of all roofs within the development. This document outlines the rules and procedures for homeowners (Owner or Owners) who wish to install and maintain solar energy systems within the Canyon South 1 Homeowners Association (HOA) community in compliance with California law.

The Association's Restated Declaration for Establishment of Covenants, Conditions and Restrictions ("Declaration"), Article VII Architectural Control, Section 3 requires prior, written approval of any proposed improvements or modifications within the community. This includes installation of solar energy systems.

Rules:

All residents of Canyon South 1 HOA have the right to install solar energy systems on their roofs or property, subject to the provisions of this rule and California law.

Solar energy systems must be installed by a licensed, insured installer, in accordance with relevant state and local codes, including obtaining building permits and inspections as required by law. Owner self-installation of solar panels is not permitted.

The solar energy system must be installed on the flat roof area **only** above the unit for which it is intended to service. The solar panels must not be visible from the street **and limited height and visibility** and may not extend beyond the roofline and/or overhang any portion of the roof or residence. Solar energy systems may not be installed on the Lot of any other Owner.

The Owner shall notify all the other owners that share a roof that the Owner will install the solar system. The Owner shall notify any future owner of their Lot of the existence of the solar energy system and the maintenance obligations.

The solar panels and associated equipment must be aesthetically compatible with the design and color scheme of the residence. The location of the solar panels should be reviewed by the HOA's Architectural Control Committee to maintain consistency with the community's design standards.

The Owner is responsible for ensuring that the solar energy system does not cause any damage to the property or neighboring properties. The homeowners must also assume liability for any damage caused by the solar energy system to the property and neighboring properties.

The Owner is financially responsible for the repair or replacement of any sections of the roof, or other Common Area, Separate Interest, or personal property damaged by either the installation, operation or use of the solar energy system. The Association is not responsible for any damage to any roof area affected by the installation of the solar panels.

The installation must be engineered so that the structural integrity of the existing structure and existing roof are maintained. Existing trees and other obstructions that may interfere with efficiency of the solar Installation cannot be removed without the written approval of the Board.

All solar panel electrical feeds and storage are to be in conduits securely attached to walls/roof. Conduits are to be painted the color of walls/trim that they cross **and should not extend more than a few feet before entering a wall and or proceeding through the crawl space on the wall surfaces.** Battery/power storage units are to be located within the inside walls of the Owner's garage **no exceptions. Garages shall be vented. A temperature monitoring system should be installed that shuts down the battery in case of overheating.**

Owner recognizes and acknowledges that installation of solar panels will penetrate the roofing material.

The construction, installation, repair and maintenance of the solar energy system shall be the sole and exclusive responsibility of Owner, not the Association, and shall include, but not be limited to:

Any and all other maintenance, repairs and cleaning, repair of any damage to the solar energy system caused by a foreign object including, but not limited to, tree limbs, wind, weather and/or any cause whatsoever.

a. **Up keep and cleaning of Solar Panels are required.**

b. Costs for the maintenance, repair, and replacement of solar energy system until it has been removed and for the restoration of the Common Area, Separate Interests or personal property after removal. This shall include the removal so that the Association can perform roof maintenance and repairs. If maintenance is not facilitated within fifteen (15) days of a written demand to facilitate same, Owner agrees to permit the Association to affect such maintenance and thereafter levy the costs for same to Owner. In the event such costs are not reimbursed to the Association by Owner, Owner hereby agrees that such costs may be collected in the same manner and method as reimbursement assessment. **The Board ask all workers to not walk on the tile roof area at anytime.**

To the extent the Association has to maintain, repair and/or replace any portion of the roof system where the solar energy system is located and/or in close proximity thereto, Owner shall be responsible for removal and reinstallation of the solar energy system to facilitate such maintenance, repair and/or replacement of the roof system. If the Owner does not remove the solar energy system, the Association can do so upon fifteen (15) days' notice to Owner and Owner shall be responsible for any costs incurred by the Association. In no event shall the Association be responsible for replacing the solar energy system after the Association's maintenance, repair and/or replacement is completed.

Owner agrees to sign a Maintenance and Indemnity Agreement prepared by the Association's attorney at the Owner's cost.

Owner agrees to hold insurance and insure the Association as additional insured as required by California Civil Code.

After the installation of the solar panels, owner agrees to pay for an inspection by the Association's roofing contractor and to furnish that report to the Association.

Any additional expense for the roofing of the unit due to the solar panel installation is the owner's cost to bear.

If Owner leases the solar panels, at termination of lease (or a successor lease), panels are to be removed and properly disposed of, and roof restored at sole expense of Owner.

If panels cease to be used, panels and parapet are to be removed and properly disposed of, and roof restored at sole expense of Owner.

The covenants, conditions, and restrictions (CC&Rs) of the HOA shall be amended where necessary to comply with California law, including but not limited to Civil Code Section 714 and Section 714.1.

Procedures:

The Owner must apply to the Architectural Control Committee for review and approval prior to signing a contract for a solar energy system. The application must include the following:

- Detailed drawings and exact placement of the solar energy system and all panels (including panel size, weights and a clearly detailed drawing of all mounting/installation hardware). Photographs may be submitted showing location of proposed solar energy system and its visibility from the neighboring residences, Common Areas, and streets.
- Electrical plans demonstrating that the solar energy system shall meet all applicable safety and performance standards established by California Electrical Code.

- Structural assessment and plans containing:
 - Structural assessment of existing structure by California Professionally Licensed Engineer.
 - Specific plan detailing whether existing structure requires modification(s) to carry the loads of the panels. **Especially above the patio area.**
 - IF modifications are required, engineered, detailed drawings shall be submitted to both the HOA Board and the City of Palm Springs for review and building permit.
 - Any necessary structural modifications/enhancements are to be the sole cost of the homeowner.
 - Wind loads should also be considered in this review.
 - Provide specific dimensions and weight of each panel and total point and live loads for each support assembly.
 - Detailed written instructions about how the panels are to be installed.
 - Engineering Report must be signed, stamped, and dated by California Licensed Professional Engineer.
 - **All conduits and boxes will be placed and their measurements which will have to be painted to match the exterior walls**
- Evidence of compliance with all relevant building codes and regulations.
- Evidence that the neighbors that share the roof system have been notified of the installation.

The Architectural Control Committee will review the application within 45 days of receipt to ensure compliance with the CC&Rs and design standards. **And the Board will vote at the next Board meeting.**

If the application is approved, **by the Board in a regular Board Meeting** the Owner may proceed with the installation of the solar energy system in accordance with the approved plans. Owner will be responsible for written notice to adjoining and facing neighbors about the installation and the project.

If the application is denied or modifications are required, the Owner shall be notified of the reason for the denial or modifications and provided an opportunity to modify the application for resubmission. **The Architectural Control Committee will then have 45 days to approve the new plans. The Board will Vote at the next Board meeting.**

Conclusion:

This rule ensures that residents of Canyon South 1 HOA have the right to install solar energy systems, subject to compliance with relevant laws and HOA requirements. The procedures provide a process for the review and approval of solar energy system applications, while maintaining the integrity of the community's design standards and property values.

