

PARK IMPERIAL COMMUNITY ASSOCIATION

A California Nonprofit Mutual Benefit Corporation

SOLAR ENERGY SYSTEMS POLICY

(Effective: January 9, 2024)

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 roof above their own residence.
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 requirements of the City of Palm Springs. 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 \$2,500 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. 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. 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 sufficient to cover the additional cost.
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. \$300.00).