

Design Guidelines for the Installation of Solar Energy Systems at Amador Community Association

1. These Design Guidelines are subject to The Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Amador, recorded on June 8, 2007, as Instrument No. 2007-0343809, in the county recorder's office of the County of San Bernardino, California (hereafter "CC&Rs"). The definitions of the CC&Rs are incorporated herein where applicable. These Design Guidelines supplement and are in addition to the provisions of the CC&Rs.
2. In accordance with Civil Code Sections 714 and 714.1, each Owner may install a Solar Energy System (as defined in California Civil Code Section 801.5), on the Owner's Condominium to serve the Owner's domestic needs, as long as (a) the design and location of the solar energy system meet the requirements of all applicable governmental ordinances, and (b) the design and location receive the prior written approval of the Design Review Committee. (CC&Rs, §2.17.)
3. The provisions of Article 5 of the CC&Rs apply to construction, installation, maintenance, repair, replacement, alteration and/or removal of any Solar Energy Systems, as defined in California Civil Code Section 801.5, subject to the provisions of California Civil Code Sections 714 and 714.1, the applicable Building Code, zoning regulations, and other laws. (CC&Rs, §5.3.1.)
4. Any application to the Design Review Committee seeking to allow the installation of, or addition to, a Solar Energy System shall include a written report from a California licensed structural engineer, hired at the sole expense of the current Owner of the Condominium, to certify that the building structures are sufficient to bear the weight of the proposed Solar Energy System.
5. All contractors installing, maintaining, repairing, replacing and/or removing any Solar Energy System within the Community shall be licensed for those purposes within the State of California and shall carry commercial liability insurance of at least \$1,000,000 and such workers compensation insurance as is required by law. All such contractors shall also be bonded to the extent required by the California State Contractors Licensing Board. All such contractors shall present proof of all such insurance and/or bonding to the Association prior to the commencement of any work. The Design Review Committee shall have the right to review the contract of any such contractor to confirm compliance.

6. Before the commencement of any work approved by the Design Review Committee to install, maintain, repair, replace and/or remove any Solar Energy System within the Community, the Owner(s) and/or the Owner's contractor(s) shall obtain all permits as may be required by the City of Rancho Cucamonga California and any or all other governmental entities.
7. During the period of record ownership of any Owner(s) of a Condominium receiving power, heat or any other benefit from a Solar Energy System:
 - a. Said Solar Energy System shall remain the property of any Owner(s) of record of the Condominium.
 - b. The Owner(s) of record will be solely responsible for the maintenance, repair, replacement and/or removal of said system.
 - c. At the sole expense of any Owner(s) of record, the Solar Energy System and the Common Area roof upon which it is installed shall be inspected and water tested annually for damage and leaks caused by the presence of the Solar Energy System, including, by not limited to, damage or leaks at any points where the system is attached to the roof. The time frame of the annual inspection shall be specified by the Design Review Committee as a condition of its approval of the application for installation.
 - d. If the installation, maintenance, repair, replacement and/or use of a Solar Energy System is found to have caused any damage or loss, including by not limited to, damage to the roof upon which it is installed, damage to any other building structure, damage resulting from moisture intrusion, structural damage, drywall damage, the occurrence of mold, damage to the Common Area, damage to any Unit, damage to personal property of the Association, and/or any other Owner who is a Member of the Association, and/or personal injury, the Owner(s) of record, shall immediately do the following:
 - i. As to damage to the Association Property, or other loss sustained by the Association, (1) if directed by the Association, cause any damage to be repaired by a qualified, licensed, insured and bonded contractor, approved by the Association, at the expense of the Owner(s) of record and (2) indemnify and reimburse the Association for its cost of repairing any property damage not repaired by the Owner of record, and any other resulting loss.
 - ii. As to damage to the Unit of the Owner of record being served by the Solar Energy System, cause such damage to be repaired by a

qualified, licensed, insured and bonded contractor at the expense of the Owner(s) of record.

- iii. As to damage to the Unit of, or loss sustained by, another Owner who is a Member of the Association, indemnify and reimburse the other Owner for the cost of any property damage or other loss resulting therefrom.
 - iv. As to any damage or other loss sustained by any third person, who is not a member of the Association, including, but not limited to guests, invitees, tenants, and visitors within the Community, compensate, indemnify and reimburse said persons for losses resulting therefrom.
8. The Association is hereby granted full easement rights beneath, over and around the Solar Energy System for the purposes of conducting Common Area and/or other maintenance, repairs and replacement required of the Association by the CC&Rs and/or other governing documents. In the event that any Association maintenance, repairs and replacement cannot be undertaken or completed with the Solar Energy System in place, the Owner(s) of record of any Condominium being served by said system, at said Owners(s) sole expense, will remove, or cause to be removed, the entire Solar Energy System, or any portion thereof, to the extent necessary to allow the Association to conduct such maintenance, repairs and replacement. The Solar Energy System may thereafter be replaced by Owner(s) of record at their sole expense. All such removal and/or replacement of the Solar Energy System as provided for in this section shall be subject to and comply with all other conditions of these Guidelines and the original installation approval.
9. All contractors shall be notified of and abide by any Association rules regarding contractors, visitors, parking and work hours, subject to such exceptions as may be granted by the Board of Directors to facilitate the work to be done.
10. The Solar Energy System must meet all health and safety standards of state and local permitting authorities. The Solar Energy System must meet the current safety and performance standards of the National Electrical Code, the Institute of Electrical and Electronics Engineers, the California Building Code and any accredited testing laboratories, such as Underwriters Laboratories. The solar energy system must comply with any applicable rules of the Public Utilities Commission regarding safety and reliability.
11. The Owners of record of any Condominium seeking approval of the installation of a Solar Energy System must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a Solar Energy System, in

the form to be provided by the Design Review Committee, as a condition of approval. Such document will be recorded with the County Recorder for the County of San Bernardino, California, and thereby bind the current Owners of record and all future Owners of record to the terms and conditions of such approval.