

**EVERGREEN
SOLAR ENERGY SYSTEM APPLICATION AND
INSTALLATION POLICY**

Dear Evergreen Owner:

This packet provides you with the information needed and the process required for you to apply for and obtain approval to install a solar energy system for your home.

The following summarizes the process:

- Your solar energy system application will be reviewed in accordance with these rules. All applications for installation of a solar energy system shall comply in all respects with this Policy, the Association's Declaration of Covenants, Conditions and Restrictions and Reservation of Easements ("CC&Rs") and its Architectural Control ("AC") provisions, and Civil Code Sections 714 and 714.1.
- Your application must contain all information listed below under "Contents of Application" or it will be denied as incomplete. Each application shall contain the following:
 - Plans detailing the location and dimensions of the system to be installed.
 - The panel manufacturer and model number.
 - The name and license number of the contractor(s) performing the installation work.
 - Detailed specifications for the solar energy system.
 - A solar site survey completed by a licensed contractor qualified in the installation of solar energy systems showing the placement of the solar energy system to determine the suitability of the area where the equipment is to be installed.
- You can expect to receive a written response to a complete application within 45 days of receipt by the Association. An incomplete application shall be denied.
- You are required to maintain liability coverage and provide proof of same as a condition of approval.
- Installation of your approved solar energy system is limited to the roof above your residence.
- Because your solar energy system will be installed on a roof maintained by the Association, as a condition of approval you will be required to execute a covenant to be recorded, in the form attached to this Policy, that sets forth your maintenance and repair obligations for your solar energy system, and your liability for any and all damage to the Association and the Common Area as a result of your solar energy system installation, including damage caused by the solar panels, and any expenses associated with the removal of your solar panels to allow the Association to complete roof maintenance and repair. The Covenant shall be prepared by Association legal counsel and paid for by you. Once your solar application is approved, counsel will prepare the Covenant for you to sign and notarize and return to counsel to be recorded against your Lot. You cannot proceed with installation until the Covenant is signed, notarized, and returned to counsel.
- As a further condition to approval, you will be required to indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance, or use of the solar energy system.

EVERGREEN

SOLAR ENERGY SYSTEM APPLICATION

This application is to be completed, signed, and submitted to the Association community manager, for review and consideration by the Architectural Control Committee (“ACC”). All required supporting documents must be provided with this application. Failure to complete this application in its entirety, including failure to provide all required documents, may result in rejection of the application.

Any solar energy system by law must meet applicable health and safety standards imposed by the state and local permitting authorities. Further, the installation of solar panels on certain areas has the potential to impact common area or areas maintained by the Association and consequently lead to water intrusion and damage to homes and lots. Therefore, strict adherence to these rules is required prior to any owner installing solar energy systems on their lot.

Any solar application submitted must include a report prepared by a qualified roofing consultant showing that the proposed installation site is suitable for the proposed installation, and that the solar energy system's installation will not present a risk of damage to the roof.

- The solar panels shall be placed on the roof directly above the applicant’s residence. Where possible, panels shall be placed on the back side of the roof so as not to be visible from the street or Common Area in front of the residence.
- The Owner must agree to assume all further roof maintenance and repair in the area of the installation.
- The Owner must agree to cause the Solar Equipment installer to meet with the Association roofer to ensure proper installation of the Solar Equipment to protect the roof and preserve any applicable roof warranty. Association roofer may also inspect the Solar Equipment installation upon completion of the install.
- The application must provide for installation only by a licensed and properly insured installer knowledgeable in the installation of solar energy systems. Prior to installation, the installer shall have insurance coverage that meets the following minimums: (i) Worker’s Compensation with minimum coverage required by California law; and (ii) Contractor’s General Liability and property damage insurance with policy limits of at least \$1,000,000.00. The installer must, prior to installation, provide copies of certificates of insurance for the above policies and endorsements which name the Association as additional insured.
- The Owner must agree to indemnify the Association or any resident for any loss or damage caused by the installation, maintenance, and/or use of the solar energy system on the roof.
- The Owner shall execute the required Covenant and Grant of License Agreement (“Covenant”). The Covenant shall be prepared by Association legal counsel and paid for by Owner, which shall include the following:

1. Owner shall covenant, warrant, promise and agree that said Solar Equipment will be installed in accordance with the manufacturer's instructions and all applicable building codes and regulations.
2. Owner shall assume all liability for damage or injury to the Evergreen Community, the Common Area, to other Lots in the Evergreen Community, and to other persons caused or contributed to by the installation, maintenance, use and/or removal of the Solar Equipment. Owner is expressly responsible for any and all roof related damage caused by the Solar Equipment installation, operation, and maintenance.
3. Owner shall agree to maintain the Solar Equipment and any portion of the Lot affected by the installation of the Solar Equipment including, but not limited to, any required roof repairs in and around the area of the solar panel installation. In the event the Solar Equipment on Owner's Lot appears damaged or is in disrepair, and Owner fails to repair said Solar Equipment as requested by the Association, following thirty (30) days' notice to do so, the Association may proceed to repair the Solar Equipment and specially assess the Owner for any and all costs associated with the repairs. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
4. External conduit should not be allowed to connect to any Common Area electricity meter. Power lines, cables, and conduit from solar panels on an individual residence roof should be routed through the roof and down to the power located in the residence or on the Lot, or otherwise placed so as not to be visible from the Common Area. All power lines, cables and conduits must be painted to match the residence roof, trim, and stucco.
5. Owner understands and agrees that the Solar Equipment shall be used by the resident of the Lot only, and for the purpose of generating electricity for use by the residents of the Lot. Failure to abide by this provision shall constitute a breach of the Covenant.
6. At such time as the Covenant ceases or is terminated, or at such earlier time as the Owner removes the Solar Equipment, Owner shall at Owner's sole expense, restore the affected area of the Project, including but not limited to, any roof and roof system or to its condition prior to the installation.
7. Owner agrees that at any time the Association requires the Solar Equipment to be removed to allow the Association access to the area, for Association required maintenance and/or repair, Owner agrees to remove the panels within thirty (30) days' notice at Owner's sole cost and expense. If the Solar Equipment is not removed within thirty (30) days, the Association may proceed to remove the Solar Equipment and specially assess the Owner for any and all costs associated with the removal. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
8. If Owner does not comply with any of the obligations under the Covenant, after thirty (30) days written notice to do so, the Association may remove the Solar Equipment, restore the affected area, and specially assess the Owner for any and all costs associated with the removal and restoration. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a

regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.

9. The right to maintain the solar energy equipment on the roof may be terminated upon thirty (30) days' notice of a breach of this Covenant by Owner, and following a hearing before the Board, if said breach is not corrected.
10. The rights granted by the Association as reflected in this Covenant shall not be transferrable to a subsequent Owner of the Lot without the express written acknowledgement and acceptance by the subsequent Owner to be bound by the terms and conditions of the Covenant. Said acknowledgement and acceptance shall be provided to the Board prior to the close of escrow or transfer. Otherwise, all Solar Equipment shall be removed, and the affected roof area restored to their condition prior to the installation, no less than thirty (30) days prior to any sale or transfer date. The Association shall specially assess the Owner, or any subsequent owner of the Lot for any and all costs associated with the removal of the solar equipment and restoration of the roof and other affected areas. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
11. Owner understands and agrees that the Association shall have no liability or responsibility to Owner arising out of the approval of any plan, drawing and/or design. Further, by approving the application, the Association shall have no liability or responsibility arising out of: (1) the safety, structural integrity, workmanship, engineering and/or the soundness of the plan, drawing and/or design in the application itself or the work performed pursuant thereto; and/or (2) the compliance with Health & Safety or building codes or other laws or ordinances applicable to the proposed plan, drawing or design.
12. Any modifications made to the proposed solar energy system after the Owner signs the Covenant or deviations from the solar energy system plans prior to installation will require the Owner to obtain prior, written approval and may require resubmission of the application and execution of a new Covenant.

Alternative Installation Location

Alternatively, the Owner may install the solar energy system in another area on their Lot, provided the proper plans and specifications are submitted to the Association for review and approval in accordance with this Policy and Application.

All applications for installation of Solar Panels shall be reviewed in accordance with these Architectural Standards and shall comply in all respects with Civil Code Sections 714 and 714.1 or any successor statute.

Compliance with Applicable Permit Requirements

Owner's obligation to comply with this Policy and the CC&Rs is separate and apart from the obligation to comply with City or County building permit requirements. The approval by the ACC of any solar panel installation does not waive the necessity of obtaining any City and/or County permits and obtaining required City and/or County permits does not waive the need for ACC approval.

APPLICATION

Owner Name: _____.

Evergreen Lot address: _____.

Owner Lot Address if different from above: _____.

Owner Email Address: _____.

Owner Phone Number: _____.

All applications shall be submitted to the AC care of the Association Manager. Each application must be complete when submitted and shall include:

1. A sketch, drawing or architectural plans detailing the location and dimensions of the installation, including photographs depicting the panels and equipment as installed. The application shall identify the panel manufacturer and model number and provide present detailed drawings/maps that show the location of the proposed equipment.
2. Provide a complete set of plans detailing the location and dimensions of the installation, including photographs illustrating or depicting the panels and equipment to be installed.
3. Include the panel manufacturer and model number and detailed specifications for all equipment.
4. Include a solar site survey completed by a licensed contractor or engineer qualified in the installation of solar energy systems showing the placement of the solar energy system to determine suitability of the roof area where the equipment is to be installed, and that the solar energy system's installation will not present a risk of damage to any roof, structure, common area, or another Lot.
5. Include the location of all external electrical conduits in the plans.
6. Provide proof that the installer has sufficient insurance coverage by providing certificates of insurance including:
 - Workers' compensation insurance with minimum coverage required by California law; and,
 - Contractor's general liability and property damage insurance with policy limits of at least \$1,000,000.
7. Provide copies of any required building permit approvals or applications.

If a solar 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 an incomplete application or an AC request for additional information.

Enforcement: Failure to obtain the necessary approval from the AC constitutes a violation of the CC&Rs and may require removal of work at Owner's expense. The Association has the authority to commence legal actions to restrain any threatened breach of these restrictions and to enforce all of their provisions, which provides for the reimbursement to the Association for legal fees and expenses to enforce compliance. Should any Owner fail to commence work within six (6) months of approval, the approval shall be deemed revoked and applicant must submit a new application for approval, prior to commencement of any installation.

RECORDING AND RETURN
REQUESTED BY:

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EVERGREEN

COVENANT AND GRANT OF LICENSE REGARDING INSTALLATION OF SOLAR ENERGY
SYSTEM INSTALLED BY HOMEOWNER

WHEREAS, _____ (hereinafter "Homeowner") is the owner of property within the Evergreen Community. In particular, Homeowner owns the Lott located at _____ . The legal description of Homeowner's property is as follows:

WHEREAS, Homeowner, by virtue of ownership of the aforementioned Lot, is a member of Evergreen Community Association ("Association") and subject to the Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements recorded on or about July 21, 1999, as Instrument No. 533868 in the Official Records of the Recorder's Office, County of Orange, State of California, and any other amendments executed on or thereafter. (CC&Rs);

WHEREAS, Homeowner desires to install certain solar energy equipment including solar panels for the purpose of generating electricity for Homeowner's personal use upon the roof of Homeowner's Lot that is maintained by the Association in accordance with the aforesaid CC&Rs;

WHEREAS, the Association is charged with the responsibility of maintaining and repairing the Common Areas of the Project, including the roofs, for the benefit of the Association and its members; and,

WHEREAS, the Homeowner and the Association are desirous of preserving the integrity of the roof and ensuring that the installation, ownership and maintenance and removal of Homeowners' equipment will not impose any burden upon the Association.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Homeowner is granted a revocable license to install, own and maintain certain solar panels and related components ("Solar Equipment") upon the roof above Homeowner's residence per the design and specifications submitted to and approved by the Association.
2. Homeowner covenants, warrants, promises, and agrees that said Solar Equipment will be installed by a licensed and insured contractor, in accordance with the manufacturer's instructions and all applicable building codes and regulations, and Homeowner's contractor shall consult with the roof manufacturer and Association roofer, if necessary, as to proper methods of installation so as to protect any existing roof warranty in effect.
3. Homeowner assumes all liability for damage or injury to the Evergreen Community, the Common Area, to other Lots in Evergreen and to other persons caused or contributed to by the installation, maintenance, use and/or removal of the Solar Equipment. Homeowner is expressly responsible for any and all roof leaks and water intrusion into Homeowner's residence, or the Common Area, related to the Solar Equipment installation and maintenance. Homeowner further agrees to defend and indemnify the Association and hold it harmless from any claim or liability arising out of the installation, maintenance, use and/or removal of the Solar Equipment.
4. Homeowner agrees to maintain general liability and property damage insurance covering the Owner's property and naming the Association as additional insured, and shall maintain such policy so long as the Solar Equipment remains installed within the Property. Homeowner shall provide written proof of this insurance prior to installation.

5. Homeowner agrees to maintain and repair the Solar Equipment and any portion of Evergreen affected by the installation of the Solar Equipment including, but not limited to roofs, framing, underlayment, tiles, gutters, down spouts, and related components. Said maintenance and repair shall include keeping the system in good working order. All panels should be operational, visually intact, and the system fully functioning.
6. Homeowner understands and agrees that the Solar Equipment shall be used by Homeowner's Lot only and for the purpose of generating electricity for use by Homeowner's Lot only, for so long as Homeowner continues to own the Lot. Failure to abide by this provision shall constitute a breach of this Covenant and License Agreement.
7. At such time as the license recited herein ceases or is terminated, or at such earlier time as the Homeowner remove the Solar Equipment, Homeowner shall at Homeowner's sole expense, restore the affected area of the Lot, including but not limited to, roofs, framing, underlayment, tiles, gutters, down spouts and related components, to its condition prior to the installation.
8. Homeowner agrees that if, at any time, the Association requires the Solar Equipment to be removed to allow for roof maintenance or repair, Homeowner agrees to remove the panels within thirty (30) days' notice at Homeowners' sole cost and expense. If the Solar Equipment is not removed within thirty (30) days, the Association may proceed to remove it and specially assess the Homeowner for any and all costs associated with the removal. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
9. If Homeowner does not comply with any of the obligations under this license, after thirty (30) days' written notice, the Association may remove the Solar Equipment, restore the affected area, and specially assess the Homeowner for any and all costs associated with the removal and restoration. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
10. In the event of Homeowner's failure to carry out its obligations under this Covenant and License, this license may be terminated upon thirty (30) days' advance written notice from Association to Homeowner if said breach is still not corrected by the 30th day after issuance of the notice.
11. This license shall not be transferrable to a subsequent owner without the express written consent of said subsequent owner. In the event this license will not be transferred to a subsequent owner, all Solar Equipment shall be removed, and the affected common areas restored to their condition prior to the installation, no less than thirty (30) days prior to sale or transfer date. The Association shall specially assess the Homeowner, or any subsequent owner of the Lot, for any and all costs associated with the removal and restoration of the roof and, other affected areas. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.

12. Homeowner agrees to have all Solar Equipment regularly maintained and in good repair. If, at any time, Homeowner fails to maintain the Solar Equipment, then upon thirty (30) days written notice, the Association may cause the removal of the Solar Equipment and the restoration of the affected roof and common area. The Association shall specially assess the Homeowner for any and all costs associated with the removal and restoration of the roof and other affected areas. It is expressly understood that such a special assessment shall be subject to enforcement and lien as a regular Association assessment, pursuant to the CC&Rs and applicable Civil Code provisions.
13. Notices under this Covenant shall be sent to the Homeowner at the mailing address for Homeowner's Lot.
14. This Covenant is intended to bind the Homeowner and any subsequent owner of the Unit, and so the term "Homeowner" as used herein specifically is intended to include not only the person currently owning the aforesaid Lot, but all subsequent owners as well.
15. The persons signing this Covenant as Homeowner warrants that he or she is in fact an owner of the aforementioned Lot, and has the permission of any and all co-owners of the Lot, and acknowledges that the Association enters into this Agreement in reliance upon that representation.

AGREED:

EVERGREEN COMMUNITY ASSOCIATION

 By _____
 Its _____

HOMEOWNER:

 (Sign)

 George A. Santana, Jr.

 (Sign)

 Virginia Santana

NOTARY ACKNOWLEDGMENTS FOLLOW