

Southwind Village Community Association
Solar Energy Systems Agreement
October 13, 2011
May 10, 2012 (Revision 1)
November 14, 2013 (Revision 2)

Page 1 of 2

The roof installation of a Solar Energy Systems at

(Owner Name) _____

(Address) _____

is subject to the following rules and regulations and at all times shall be fully applicable:

1. Detailed plans including dimensions, materials, location (including exterior system components), number of panels, with an explanation for number of panels, size, weight of panels for installation, placement is required. Photographs should be submitted showing the location of the proposed solar units and their visibility from neighboring structures, street or streets including a front elevation photograph showing the panels on the roof. A cover plate or the glazing should be either transparent or white to reduce the reflectance of light. Cover material, if flammable, should be self extinguishing. A copy of the stamped LA City permit of any Solar Energy System must be submitted two weeks before the next HOA meeting to the Management Company/Architectural Committee for review/recommendation and Board approval prior to such installation.
2. Homeowners are urged to check with their home builder or insurance company prior to installation of devices for such installation may impact their roof warranty or other aspects of their structure. Neither the Architectural Committee nor the HOA Board of Directors is liable to the property owners from roof damage or for effects to roof warranties. The Association and its Board has no expertise or special knowledge regarding such systems and therefore the Association's approval for installation of any such device(s) or system is not a representation that the system chosen by an Owner is safe to use or is compatible with Owner's roof, other structures on the Lot, or the Lot involved, and Owner assumes and bears all risks regarding installation and use of such system.
3. The owner agrees to indemnify the Association and management for any damage that may be caused by the solar panels since it is possible for a solar panel on a roof to become detached after a heavy wind or earthquake.
4. Only commercially or professionally made devices are allowed. "Home made" devices will not be permitted due to the safety and aesthetics aspects of such devices.
5. Roof-mounted systems must be installed so that the panels are flush-mounted on one side of the roof. The panels should be placed as far back as possible on the roof to reduce visibility from the street fronting the house. Solar units must not break the roof ridgeline.
6. Solar panels should be positioned as low as possible on the roof extending wider rather than higher on the roof plane. The solar panels, piping or any exposed part of the installation may not be higher than the roof peak.
7. Visibility of devices and their components must be minimized from public view, and may be required to be screened from neighboring property in a manner recommended by the Architectural Committee and approved by the Board.

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8. All roof mounted equipment, (including exterior plumbing lines and excluding the face of the solar panels), must be painted or materials match the color of the roof or the surface on which it is mounted. Panel material should be dark in color. All plumbing lines should be concealed and the method of installation shown and detailed.
9. Homeowners will ensure that all surfaces of such devices or equipment, whether painted or colored materials, are properly and timely maintained to prevent peeling and cracking of paint or loss of coloration or other deterioration to the point where the equipment becomes unsightly and/or incompatible with the aesthetic standards of the community. Solar Unit should be constructed of rigid materials. (Units may be not of flexible materials.
10. If a violation has been reported and confirmed, the violating homeowner shall be notified in writing, and, if not corrected in a timely manner, fines may be imposed and assessed according to the Rules and Regulations.

It is understood and agreed that the undersigned Owner and installation contractor have read and voluntarily signed and delivered this agreement and has received a copy and he/she acknowledges that its terms are contractual and not a mere recital. Except as provided in this agreement, there is no oral representation or agreements relative to the installation of the Solar Energy System and no oral modification or waiver of any part or provision of this agreement shall be effective.

Approved and Agreed:

Owner

Southwind Village Community Assoc.

By: _____

By: _____

Address _____

Date: _____

Date: _____

Contractor

By: _____

Company Name _____

Address _____

Date: _____