

OASIS VILLA RESORT HOMEOWNERS ASSOCIATION

SOLAR RULES & REGULATIONS

Owners are required to submit a Solar Application Packet, which includes complete plans for solar energy systems to the Oasis Villa Resort Homeowners Association (“Oasis Villa”) Board of Directors (“Board”), receive written Board approval and enter into a Permissive Use Agreement prior to installing solar energy systems.

MINIMUM REQUIREMENTS OF SOLAR ENERGY SYSTEMS

Solar energy systems, as defined in Civil Code section 801.5, are subject to reasonable requirements by Oasis Villa, pursuant to Civil Codes section 714 and section 714.1. Further, pursuant to Oasis Villa's CC&Rs, solar energy systems shall conform to the architectural aesthetics of the project as determined by the Board. The following are the minimum requirements for all solar energy systems at Oasis Villa. Please note the Board has the authority to impose additional reasonable requirements on a case by case basis.

- Roof Mounted: All solar modules and associated support rails shall be mounted on the roof (not near the edge of the / roof overhangs of the building) directly above the Owner’s Residential Unit. Solar modules and associated support rails shall not be placed on any other portion of residential lots and/or on the common area.
- Overall Aesthetics: Solar modules and associated support rails shall match the overall aesthetics of Oasis Villa.
- Non-Reflective: Solar modules shall be non-reflective.
- Electrical Conduits: All exterior-mounted conduit and electrical enclosures shall be painted and/or purchased with a finish and color to match the underlying, existing surface color(s), in a manner that is concealed and/or blends in with the aesthetics of the building. No extension surface conduit, panels or inverters should be mounted on the building elevation.
- Roof Encroachment: The solar energy system shall not encroach and/or utilize roof space outside of the area dedicated to the Residential Unit per the roof survey provided in Exhibit A, attached hereto. In addition, the Owner wishing to install a solar energy system shall obtain the written acknowledgement of Owner-neighbors in the same building to install the solar energy system on a shared roof, where applicable.
- Construction Setbacks (for aesthetics and maintenance access): (1) Shall be minimum of one foot (1’) from the center line of Residential Unit dividing walls; (2) Shall be minimum of two feet (2’) from any roof edge; (3) Shall be minimum of one foot (1’) from roof mounted equipment, vents, penetrations, gutters, and similar components.
- Relocation of Existing Equipment: All existing roof mounted equipment, vents, penetrations, gutters, and similar components proposed to be moved and/or relocated to accommodate the Solar Energy System shall be performed by Owner’s licensed and insured contractor according to all pertinent and applicable laws after obtaining proper permits to complete said work.
- Flush Construction: The solar modules and associated support rails shall be installed parallel to the roof surface. The solar modules and associated support rails shall be installed parallel to the roof ridges and eaves and flush with the roof tile such that the finished installation looks like a skylight that is an integral part of the roof.

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PROCESS TO OBTAIN APPROVAL FOR AND INSTALL SOLAR ENERGY SYSTEMS

The following is the process to obtain approval to install a solar energy system:

1. **Application Packet.** The Owner shall submit the following for approval of a solar energy system:
 - **Solar Architectural Application:** The Owner shall submit a complete solar architectural application (attached).
 - **Plans:** The Owner shall submit complete plans for their solar energy system, including an artist rendering.
 - **Engineering Drawings:** The Owner shall submit solar energy system drawings as well as a solar site survey by a licensed professional engineer that states at a minimum that there is sufficient roof space and depicting the usable roof space and equitable allocation of the usable area for the Solar Energy System, the roof can accommodate the solar energy system, the location of pathways/setbacks, and installation does not encroach on another residential units' useable space. The Owner shall also provide contact information for the engineer providing the drawings and disclosures.
 - **Photographs:** The Owner shall submit, where possible, photographs of the solar energy system and its related components, along with the placement location of the solar energy system on the building roof.
 - **Architectural Application Fees:** The Owner shall submit a check payable to "Oasis Villa Resort Homeowners Association" in the amount of \$600.00 for outside consultants, attorney and Management fees, and recording costs necessary to review and process your application. Any additional costs incurred will be charged to the Owner. Additional fees will be charged to the Owner if plans are altered or re-submitted. Any amount not spent will be returned to the Owner.
 - **Contractor/Vendor Contacts:** The Owner shall provide contact information for all contractors/subcontractors/vendors installing the solar energy system. All contractors/subcontractors/vendors must have proper equipment to access the roof area. All contractors/vendors must be licensed, bonded, and insured in the state of California. All contractor/vendor insurance information must be provided.

The Solar Architectural Application, Plans, Engineering Drawings and Photographs, related to architectural improvements, are collectively referred to herein as "Solar Application Packet."

2. **Board Review.** Upon receipt of the Owner's completed Solar Application Packet, Oasis Villa's architectural committee may review it before the Board shall review it. In addition, the Board may provide the Solar Architectural Application to a third (3rd) party architect to provide further commentary and direction to the Board in order to allow the Board to make a decision on the Solar Architectural Application. Owners shall agree to be responsible to pay the third (3rd) party architect fee, along with all related management processing fees related to the Solar Architectural Application. The Board shall provide a written response to the Owner within 45 days from the date of receipt of the completed Solar Application Packet, unless the Board reasonably requests additional information necessary to review the Solar Application Packet. The Board may approve, deny, request changes and/or request more information regarding the Solar Application Packet as needed to comply with California law, the Declaration, and these Solar Energy System Rules and Regulations. Failure of the Owner to disclose the correct solar energy system ownership structure to Oasis Villa's Board at the time the Solar Application Packet is submitted shall be cause for denial or delay of approval.

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3. **Permissive Use Agreement.** If the Board approves an Owner's Solar Application Packet to install a solar energy system, it shall do so contingent upon to the Owner entering into a Permissive Use Agreement ("PUA") with Oasis Villa. The PUA shall at minimum set forth the following:
- The solar energy system shall be installed according to the approved Solar Application Packet approved in writing by the Board.
 - Modifications to the approved Solar Application Packet shall require 45 days to be reviewed and approved by the Board during which time all work shall be stopped until written approval of the modification by the Board.
 - The solar energy system shall be installed by a licensed and insured contractor.
 - The solar energy system shall comply with all federal, state and local laws, all health and safety laws, and all electric utility organizations requirements.
 - All permits necessary for the installation of the solar energy system shall be provided to the Board and included in the PUA to be recorded.
 - The Owner and/or the solar energy system developer, contractor, and/or 3rd party financier shall name Oasis Villa, and all residential unit owners who share a roof with the Owner, as an additional insured on all applicable insurance policies for liability arising out of the installation, continued existence, maintenance, repair, replacement and removal of the solar energy system, and provide a certificate of insurance to Oasis Villa's management company within ten (10) days of the Board's written approval of the Owner's Solar Application Packet, and thereafter yearly upon renewal.
 - The Owner and/or the solar energy system developer, contractor, and/or third (3rd) party financier shall defend, release, indemnify, and hold harmless Oasis Villa, and where applicable, and all residential unit owners who share a roof with the Owner, for all liability arising out of the installation, continued existence, maintenance, repair, replacement and removal of the solar energy system, and the Owner must obtain the Owner's adjacent Owner-neighbors' written acknowledgment for the proposed solar energy system as a condition precedent to installation .
 - The Owner shall be solely responsible for the cost of any additional maintenance, repair, or replacement necessitated in Oasis Villa's common area or common maintenance area, and/or adjacent lots, or any damage or destruction to the same, which arises out of the installation, maintenance, repair, replacement, and continued existence of the solar energy system.
 - The PUA shall be recorded with the Riverside County Recorder's Office and bind to all future owners of the residence.
 - The Owner shall be responsible for reimbursing Oasis Villa's management company's fees/costs, consultant's fees/costs, and attorney's fees and costs to review, approve, prepare and record the PUA. Such attorney's fees and costs are the actual attorney's fees and costs, plus related costs to have the PUA recorded. The Owner shall further be responsible for reimbursing Oasis Villa's actual attorney's fees and costs to prepare and record the withdrawal, abandonment, and/or revocation of the PUA for the Owner's breach of the PUA, or should the PUA no longer be deemed necessary. The Owner shall also be responsible for reimbursing Oasis Villa's management company's fees and costs related to notifying building residents of the start date for the Owner's solar energy system.
 - If ownership of the solar energy system is by a third (3rd) party, including but not limited to a lease or power purchase agreement, then the third (3rd) party shall be a party to the PUA.
 - If the actual ownership structure is determined to be different than that disclosed by the Owner in the Solar Application Packet, it shall be deemed a breach of the PUA and will result in cancellation of the PUA, termination of the solar energy system operating license, and the

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immediate removal of the solar energy system from the residence and restoration of the roof to pre Solar Application Packet condition - at Owner's sole expense and cost.

4. **Installation of the Solar Energy System.** The Owner shall not install the solar energy system until the following have occurred:
- Owner submits a completed Solar Application Packet.
 - The Board provides written approval of the Solar Application Packet.
 - The Owner and Oasis Villa enter into the PUA.
 - The PUA is recorded with the County of Riverside.
 - Owner shall notify Oasis Villa's management company thirty (30) days prior to installation start date to allow written notification to building residents. Requesting Owner is responsible for all fees/costs related to drafting and mailing said notices.

OASIS VILLA MAKES NO REPRESENTATION REGARDING WHETHER THERE IS SUFFICIENT ROOF SURFACE AREA AND/OR ACCESS TO ACCOMMODATE SOLAR ENERGY SYSTEMS FOR ALL OWNERS IN A BUILDING.

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Oasis Villa Resort Homeowners Association Solar Improvement Application

Submit to: Oasis Villa Resort Homeowners Association
4190 E. Palm Canyon Dr.
Palm Springs, CA 92264

HOMEOWNER _____ DATE _____

ADDRESS _____

TELEPHONE #: _____ EMAIL: _____

PROPOSED STARTING DATE _____

PROPOSED COMPLETION DATE _____

PLEASE NOTIFY MANAGEMENT COMPANY OF ACTUAL DATE COMPLETED

DESCRIPTION OF IMPROVEMENT: _____

I understand that my proposed improvements may require a permit from the City/County Building Department or other government agencies and I will obtain all required permits before commencing any work. I agree that I have read, understand, and will abide by the Solar Energy System Rules and Regulations. I also understand that **OASIS VILLA MAKES NO REPRESENTATION REGARDING WHETHER THERE IS SUFFICIENT ROOF SURFACE AREA AND/OR ACCESS TO ACCOMMODATE SOLAR ENERGY SYSTEMS FOR ALL OWNERS IN A BUILDING.** I will assume the responsibility for any work under the above-proposed improvements that my contractor or I complete which may, in future, adversely affect adjacent properties. I will assume responsibility for all future maintenance of this addition or improvement.

HOMEOWNERS' SIGNATURE _____

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OWNER-NEIGHBOR NOTIFICATION

The intent is to advise your adjacent owner-neighbors of your proposed improvements. This would include all owner-neighbors in the same building.

THIS SECTION MUST BE COMPLETE (attach additional pages as necessary)

NAME & ADDRESS

SIGNATURE

DAYTIME PHONE

(BOARD OF DIRECTORS USE ONLY)

On _____, the Board of Directors ("Board") for Oasis Villa Resort Homeowners Association discussed the architectural application submitted on _____, and where applicable, the Architectural Review Committee's recommendation(s). The Board has decided as follows:

_____ APPROVED
_____ APPROVED SUBJECT TO CONDITIONS listed below
_____ DENIED for reason(s) listed below

DATE: _____ DATE: _____ DATE: _____

BY: _____ BY: _____ BY: _____

(signature)

(signature)

(signature)

OASIS VILLA RESORT HOMEOWNERS ASSOCIATION
Notice of Completion - Architectural Improvement

HOMEOWNER _____ DATE _____

ADDRESS _____

TELEPHONE #: _____ EMAIL: _____

DESCRIPTION OF IMPROVEMENT (from architectural application): _____

Notice is hereby given that the undersigned is the owner of the above referenced property address, that the information contained herein is true and correct, and that the improvement work for the above property was completed on:

DATE: _____

Homeowner Signature _____ Date _____

Complete this form in its entirety and return to Oasis Villa Resort Homeowners Association, through the management company as follows:

Oasis Villa Resort Homeowners Association
4190 E. Palm Canyon Dr.
Palm Springs, CA 92264

INSPECTION RE: NOTICE OF COMPLETION SUBMISSION (Board of Directors Use Only)

If Applicable:

INSPECTION DATE: _____

REINSPECTION DATE: _____

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

Work IS / IS NOT in compliance with approved application

Work IS / IS NOT in compliance with approved application