

## 1.9 SOLAR ENERGY SYSTEM FOR ELECTRIC GENERATION (Adopted 10/7/19)

### 1.9.1 Background

The installation of a Solar Energy System shall be in compliance with the following California Civil Code Sections 714, 714.1, 801.5, and 4746. The intent of these Civil Codes is to allow Fourth Walnut Creek Mutual Homeowners Association to impose reasonable requirements to guide Solar Energy System installation and maintenance, protect Fourth Walnut Creek Mutual Homeowners Association from liability, and ensure equitable use of Fourth Walnut Creek Mutual Common Area roof space amongst individual Manor Owner/Applicants.

AB 634, enacted January 1, 2018, caused the following changes to be incorporated into the California Civil Codes:

- Prohibited a Homeowners Association from implementing an outright ban on the installation or use of Solar Energy Systems on the common area roofs of the building (including a condominium building) in which the Manor Owner/Applicant resides, or on the Manor Owner/Applicant's attached carport (exclusive use common area).
- Changed the requirement for Mutual membership approval for a Manor Owner/Applicant to encroach on a common area roof for the installation of Solar Energy System equipment.

The California Civil Codes for installation of Solar Energy Systems do not require approval of battery backup systems. This policy does not outright ban the implementation of a battery backup system as part of the Solar Energy System installation, but the detailed safety, installation, maintenance, and insurance requirements specified in Section 1.9.10 shall be met before any consideration of approval.

### 1.9.2 Definitions

As used in this Policy, a "Solar Energy System" is any roof mounted solar panel and supporting components that use solar energy to generate electricity using photo-voltaic cells. Any other solar collector or other solar energy device for electric generation is not included. "Usable Solar Roof Space" is the amount and location of space on a condominium building roof suitable to use for solar panel installations. "Manor Owner/Applicant" shall be the owner of the condominium Manor requesting the installation of a Solar Energy System and any subsequent transferees of that Manor. "MOD" is the Mutual Operations Division of Golden Rain Foundation of Walnut Creek, managing agent for Fourth Walnut Creek Mutual.

The terms "Board," "Common Area," "Exclusive Use Common Area," "Manor" and "Mutual" have the same definition as in the CC&Rs of Fourth Walnut Creek Mutual.

### 1.9.3 Provisions for Solar Energy System Installation

Notwithstanding California Civil Code Sections 714, 714.1, 801.5, and 4746 and Fourth Walnut Creek Mutual governance, the following provisions are imposed for the installation of roof mounted solar panels:

- All requests, by individual Manor Owner/Applicants, for roof mounted solar panels shall be submitted through the Mutual Operations Department Alterations process and abide by the Alterations rules specified under Policy 1.0 sections titled, Alterations To Mutual Common Areas Or Exterior Of A Manor And Other Structural Changes, Alterations That Have Not Been Approved, and Alteration Approval Process.
- A Solar Energy System may only serve a single Manor.

- Installation of a Solar Energy System, other than on condominium building roofs in which the Manor Owner/Applicant resides or attached carports, is not permitted.
- As provided by Civil Code 714, when an Alteration application for the installation of a Solar Energy System is denied, a written decision explaining the reason for the denial shall be provided by the Fourth Walnut Creek Mutual Board to the applicant within forty-five (45) days from the date of receipt of the application by the Fourth Walnut Creek Mutual Board or the Alteration application shall be deemed approved, unless that delay is a result of a reasonable request for additional information.
- The Solar Energy System shall be designed so the solar panel array does not encroach outside of the areas allocated on the roof for each Manor Owner/Applicant in which the Manor Owner/Applicant resides. This determination shall be included in a solar site survey.
- The Manor Owner/Applicant is not required to own the Solar Energy System. The system may be leased from a qualified solar contractor.
- Aesthetic considerations may be imposed on the installation, so long as the considerations do not “significantly increase the cost of the system or significantly decrease its efficiency or specific performance...” as described in Civil Code 714. The preferred location for all Solar Energy Systems in Fourth Walnut Creek Mutual is one that results in the least visual impact to Manor Owner/Applicants and building architecture (i.e., system equipment that is not visible from street view). Manor Owner/Applicants submitting Alteration applications that locate the solar panels in direct view from the street (panels that will be installed on the front or back sloped roof of a building) will be requested to provide an alternate location. If the alternate location increases the cost by more than one thousand dollars (\$1,000) over the system cost as originally specified and proposed, or decreases system efficiency in an amount exceeding 10 percent as originally specified and proposed, the alternate location will not be required.

#### 1.9.4 Information Included in the Alteration Application

In order to ensure the solar panel installation is equitable to other Manor Owner/Applicants sharing the same building or attached carport, meets safety requirements, will be maintained, indemnifies the Mutual and GRF from liability, and will be installed by a California licensed solar contractor, the following information shall be included in the Alteration application. The policy requirements for each of these items are presented in the Sections below.

- Solar Site Survey
- Maps and/or Detailed Drawings Illustrating the Proposed Solar Panel Layout and Location of Other System Components
- Structural Engineering Evaluation
- Installation Details
- Solar Energy System Component Descriptions and Safety Details
- Battery Backup System Description and Safety Details (if applicable)
- Solar Contractor Data
- Solar Contractor Warranty
- Lease Agreement (if Manor Owner/Applicant is leasing Solar Energy System)
- Notification to Neighbors
- Indemnification and Maintenance Agreement
- Proof of Insurance

- Manor Owner/Applicant Maintenance Agreement

### 1.9.5 Solar Site Survey

The installation of Solar Energy Systems in or on Common Area roofs is subject to a determination of Usable Solar Roof Space and an allocation of Usable Solar Roof Space to the number of Manors in the condominium building. The Usable Solar Roof Space shall be calculated by the solar contractor of each Manor Owner/Applicant in the building, and it shall include a calculation of the square footage available for the Solar Energy System and the allocated portion for each Manor in the condominium building.

A solar site survey shall be performed by the solar contractor to document information required to support the calculation of equitable allocation of Usable Solar Roof Space among all Manor Owner/Applicants in a condominium building. The following shall be required for the solar site survey:

- The solar site survey shall be prepared by a California licensed solar contractor or the contractor's registered salesperson knowledgeable in the installation of Solar Energy Systems to determine Usable Solar Roof Space. The cost of this survey shall not be deemed as part of the cost of the Solar Energy System as used in Section 714.
- The solar site survey shall exclude the square footage of roof as Usable Solar Roof Space where items listed below are present (see illustration in Attachment 1.9.1):
  - Skylights
  - Solar Tubes
  - Vent Tubes
  - Building Components installed on the roof by the Mutual that require yearly inspection or maintenance (e.g. water lines, electrical lines, HVAC units, roof drains, etc.).
- The solar site survey shall exclude the square footage of roof needed for firefighter access and maintenance access as usable solar panel roof space (see illustration in Attachment 1.9.2):
  - A minimum of 3 feet from the edges of a flat roof for maintenance and firefighter access.
  - A minimum of 3 feet between each Manor's flat roof solar panel installation for maintenance by separate solar panel Vendors.
  - A minimum of 3 feet between the solar panels and the top of a slanted roof for maintenance access.
  - A minimum of 3 feet between each Manor's slanted roof solar panel installation for maintenance by separate solar panel Vendors.
- The solar site survey shall exclude the square footage of roof that cannot be used for solar panel installation, based on the criteria below, as usable solar panel roof space (see illustration in Attachment 1.9.1):
  - North-facing slanted roofs.
  - Shaded portions of the roof; if the solar site survey is performed during the winter, areas of the roof that will be partially or fully shaded during the Spring, Summer, and Fall shall be considered.
  - Any portion of the roof that would result in an unacceptable length of direct current (DC) cables from the solar panels to the inverter.
  - Structural areas that cannot support the weight load of the solar panels or wind loading considerations.

- The Mutual shall not be required to prune, or allow pruning or removal of trees and/or shrubs which were planted before the Solar Energy System was proposed to reduce roof shading. However, trees or shrubs planted after the installation of the Solar Energy System may not be allowed to grow so as to cast a shadow greater than ten percent (10%) of the collector absorption area upon that collector's surface at any one time between the hours of 10:00 a.m. and 2:00 p.m. local standard time (California Public Resources Code Section 25982). Pruning needs shall be determined and dictated by the landscape or tree experts of the MOD and the Board.
- The Manor Owner/Applicant may request, at their cost, pruning of trees and/or shrubs which were planted before the Solar Energy System was proposed to reduce roof shading. Pruning needs shall be evaluated by the landscape or tree experts of the MOD and the Board.
- The solar site survey may include the square footage of roof as usable solar panel roof space as long as the Manor Owner/Applicant installing the Solar Energy System agrees to remove affected solar panels at their expense when any of the following items require maintenance or replacement:
  - HVAC electrical and coolant lines belonging to other Manor Owners.
- The solar site survey shall include the calculations to determine an equitable allocation of Usable Solar Roof Space for each Manor Owner/Applicant in the condominium building in which the Manor Owner/Applicant resides (see illustration in Attachment 1.9.1).
- The Mutual will independently verify whether the Manor Owner/Applicant's solar site survey is accurate to ensure an equitable allocation of the Usable Solar Roof Space. If the Mutual determines that the Manor Owner/Applicant's solar site survey regarding Usable Solar Roof Space is inadequate or incorrect, the Manor Owner/Applicant will be requested to re-submit the survey. The Fourth Walnut Creek Mutual Homeowners Association Board has final decision of Usable Solar Roof Space on any particular building in Fourth Walnut Creek Mutual.
- No resident will be allowed to use more than their allocated space for Solar Energy System installation in which the Manor Owner/Applicant resides.

#### 1.9.6 Maps and/or Detailed Drawings Illustrating the Proposed Solar Panel Layout and Location of Other System Components

- Detailed, site-specific plans, for the location of solar panels shall be provided (see illustration in Attachment 1.9.3).
- For flat roof installation, the solar panels shall be located over the Owner's roof to avoid compromising other residents in the building from installing skylights or solar tubes at a future date. In a two story building, the roof above the upper Manor will be divided between the lower and upper Manor for equitable space. This will preclude the upper level Owner from adding skylights or solar tubes to only ½ of their manor. All efforts should be made to position the lower Manor's solar installation in the roof area that is least likely to impact future skylight and solar tube installation by the upper level Manor Owner/Applicant. Attachment 1.9.3 illustrates lower level manor roof allotment and recommended solar panel location.
- For slant roof installation, the solar panels shall be primarily located near the Owner's Manor location in the building.
- Detailed, site-specific plans, for the location of all electrical lines, building penetrations, and support equipment (inverter, load center, contactor, sub panels, etc.) shall be provided.

- The Solar Energy System installation shall not obstruct any plumbing, mechanical, or building roof vents.
- The Solar Energy System installation shall not obstruct any skylights or solar tubes.
- The Solar Energy System installation shall not interfere with inspections or maintenance of building components installed on the roof by the Mutual (e.g. water lines, electrical lines, HVAC units, roof drains, etc.).
- Support equipment shall be housed inside a cabinet or cabinets for safety reasons as well as aesthetics. The cabinet(s) shall be painted the same color as the building. The cabinet containing the support equipment may not be located on the front of any building, shall be situated so as not to impact weekly landscaping activities, shall be latched to minimize any safety hazards to residents, and sealed, with the exception of required small ventilation openings, to reduce the potential for vermin entering the cabinet and destroying wiring.
- Any support equipment that will be attached to the building exterior walls shall be considered in the structural engineering evaluation specified below.
- Permanent signage, including warning labels, shall be installed on the support equipment in accordance with the currently adopted National Electric Code (NEC) Article 690, Photovoltaic (PV) Labeling Requirements. Descriptions of the signage shall be included in the Alteration application.

#### 1.9.7 Structural Engineering Evaluation

- Structural calculations for the existing roof structure, signed and wet-stamped by a California-licensed structural engineer or completion of the California Solar Permitting Guideline which incorporates information from the original wet-stamped design, are required to ensure the solar panel system does not compromise the existing roof structure and that the roof is adequate to accept attachments and to support all applied loadings, per the California Building Code and any other applicable laws or ordinances.

#### 1.9.8 Installation Details

The following conditions shall govern the installation of Owner/Applicant Solar Energy System:

- All installations of Solar Energy Systems shall be completed so as not to materially harm or damage common elements of the Mutual, individual Manor, or Exclusive Use Common Area.
- All installations of Solar Energy Systems shall be completed so as not to void any warranties held by the Mutual or other Manor Owners and/or impair the integrity of a building or structure.
- The Manor Owner/Applicant will be responsible for contacting MOD to determine requirements to maintain roof warranty.
- Solar Energy Systems shall be installed and secured in compliance with manufacturer's instructions and all City of Walnut Creek, State of California and Federal ordinances, regulations, and laws.
- To ensure the safety of individuals and allow safe access to the physical plant of the Mutual, Solar Energy Systems shall not obstruct access to or from any Manor, walkway, or ingress or egress into any area of the Mutual.
- In approving the installation of any Solar Energy System, the Board is entitled to rely upon the representation of the Manor Owner/Applicant or his or her solar

contractor that the system fully complies with the safety criteria set forth in this Policy, and required by city and state building codes at the time of installation. Should the Board later determine that the equipment is not in conformance with such criteria, the Board may require the Manor Owner/Applicant to remove the Solar Energy System or modify it so that it is in compliance with such criteria.

- Installation Details such as solar panel rack design, method of attaching mounting assembly to the roof, method of attaching solar panels, angle of panels, direction panels face, impact to roof materials, method of attaching and housing support components shall be included in the Alteration application.
- The mounting system shall have a current Engineering Certification that certifies the system will be structurally adequate and satisfy building codes when installed per the instructions.
- The method of attachment and angle of the solar panels shall comply with California Building Code 1609 wind load requirements.
- All portions of a Solar Energy System shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the Mutual.
- All Solar Energy Systems shall have non-glare solar panels.
- Solar panels located on flat roofs will be installed at the lowest possible angle to minimize visual impact without reducing system efficiency by more than 10% from an optimal angle.
- The solar panel mounting assembly shall be securely bolted to the roof and the solar panels securely bolted to the mounting assembly.
- Ballasted and non-penetrating mounting systems may not be used.
- Electric lines shall be housed in conduit set on blocks or other supporting devices to elevate the conduit above the roofing material to minimize damage.
- All penetrations made in the roof shall be sealed and re-roofed in accordance with the standards required by the roofing manufacturer.
- The waterproof integrity of the roof, including the selection and use of appropriate flashing and sealers, shall be maintained.
- The building roof shall be inspected, as part of the solar contractor's installation, by a certified roofing specialist, following Solar Energy System installation, to ensure roofing material is undamaged and any roofing modifications comply with roofing requirements to ensure the roof remains under warranty.
- The Manor Owner/Applicant installing the Solar Energy System shall be responsible for any damage to building structure, components attached to the building, Manor interiors, or personal property caused by the installation process even if the Mutual has primary maintenance responsibility for such elements under the governing documents of the Mutual.
- The Manor Owner/Applicant shall be responsible for, and will bear all costs associated with, clean-up or repair of Mutual owned or controlled property made necessary by or resulting from installation of the Solar Energy System.
- The Manor Owner/Applicant shall be responsible for, and will bear all costs associated with all required inspections and certifications listed in this policy.
- The Manor Owner/Applicant shall be responsible, at any time after installation, for the cost of any soundproofing or sound remediation of solar equipment that is disturbing building residents.

### 1.9.9 Solar Energy System Component Descriptions and Safety Details

- Solar Energy System components shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code.
- Solar Energy System components shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

### 1.9.10 Battery Backup System Description and Safety Details (if applicable)

Due to the potential safety issues associated with a battery backup system installed on a multi-unit condominium building, the Mutual is reluctant to approve this alteration unless the following requirements are met:

- The manufacturer of the batteries provides a detailed safety and handling specification.
- The battery backup system is covered under the GRF/Mutual blanket insurance policy. If the underwriters remove, at any time in the future, battery backup systems from the GRF/Mutual blanket policy coverage, the Manor Owner/Applicant will be required to remove the battery backup system at their expense.
- The battery backup system has a safety track record of at least 5 years for similar applications.
- The battery backup system is maintenance-free.
- The batteries are designed for outdoor use.
- The battery backup system cannot be overcharged resulting in a meltdown and or fire.
- The battery backup system shall be housed inside a fireproof cabinet for safety reasons as well as aesthetics. The cabinet shall be painted the same color as the building. The cabinet containing the battery backup system may not be located on the front of any building, shall be situated so as not to impact weekly landscaping activities, shall be latched to minimize any safety hazards to residents, and sealed, with the exception of required small ventilation openings, to reduce the potential for vermin entering the cabinet and destroying wiring.
- Permanent signage, including warning labels, shall be installed on the battery backup system in accordance with the currently adopted National Electric Code (NEC) Article 690, Photovoltaic (PV) Labeling Requirements. Descriptions of the signage shall be included in the Alteration application.
- The battery backup system shall be located outside the condominium building and be separated from the building by a layer of heat shielding qualified to dissipate heat generated by the batteries and maintain the exterior building wall temperature below 120F.

### 1.9.11 Solar Contractor Data

- The solar contractor selected by the Manor Owner/Applicant shall be qualified and licensed in the State of California to install and maintain the Solar Energy System components selected.
- The location of the solar contractor shall be able to respond to emergency maintenance calls within 4 hours or provide a local contact.

- The Manor Owner/Applicant shall provide MOD and the Mutual Board with solar contractor contacts in case of an emergency.
- The solar contractor should have installed similar Solar Energy Systems for at least 5 years without any major incident.
- 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 (including completed operations) with policy limits of at least \$500,000.00. The installer shall, prior to installation, provide to the Mutual copies of certificates of insurance for the above policies and endorsements which name the Manor Owner/Applicant and the Mutual as additional insureds.

#### 1.9.12 Solar Contractor Warranty

- The solar contractor shall provide a minimum of a ten (10) year warranty on all Solar Energy System components and installation workmanship. This includes, but is not limited to, water leaks resulting from roof penetrations, damage to the roofing materials (e.g. Dura-Last, GAF composite shingles, etc.) from shifting mounting assemblies, electrical fires, or unsecured components posing a falling hazard.
- The solar contractor warranty shall extend to the original Manor Owner/Applicant and to any subsequent Manor Owners for the duration of the warranty term.

#### 1.9.13 Lease Agreement (if Manor Owner/Applicant is leasing Solar Energy System)

Leasing of Solar Energy Systems is permitted only under the following conditions:

- Only pre-paid leases are permitted, and Manor Owners shall provide the Board and MOD Mutual Maintenance Manager a copy of the pre-paid lease contract together with proof of payment before any work on the construction or installation of the solar panel system begins.
- The pre-paid lease contract shall be assignable by the Manor Owner in the event that his or her Manor is sold.
- Manor Owner/Applicant shall present to the Mutual a Lessor/Installer agreement that requires Lessor to hold harmless and indemnify the Mutual for any and all claims, damages, costs and expenses, including attorney fees related to or arising from the installation, use, maintenance, repair or removal of the solar panel system.

#### 1.9.14 Notification to Neighbors

As required by Civil Code 714.1, Sec. 4746, the Manor Owner/Applicant shall notify each Owner of a Manor in the condominium building on which the Solar Energy System installation will be located (i.e., those under the same common roof) and the Manor Owner/Applicant shall certify the notifications in the Alteration application using Attachment 1.9.4 or providing copies of certified return letter receipts from the U. S. Post Office.

#### 1.9.15 Indemnification and Maintenance Agreement

As a condition of approval of installation of any Solar Energy System within the Common Area, the Manor Owner/Applicant shall execute a separate "Maintenance and Indemnity Agreement" acknowledging that he or she has read and understands this Policy and representing that the proposed Solar Energy System, its installation and maintenance shall comply fully with this Policy, and further agreeing to indemnify



and hold harmless the Mutual, Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, and members from and against any and all claims, allegations, litigation, arbitration, or judgments resulting in whole or in part from the installation, maintenance, or removal of the Solar Energy System, substantially in the form of Attachment 1.9.5 to this Policy.

The Manor Owner/Applicant must execute this agreement by notarized signature(s). Once executed, the Manor Owner/Applicant shall record this agreement on title with the Contra Costa County, California Clerk-Recorder's office so all prospective buyers are put on constructive notice of the agreement.

Copies of the recorded agreement shall be provided by the Manor Owner/Applicant to MOD Building Maintenance Manager for Fourth Walnut Creek Mutual and Fourth Walnut Creek Mutual Board within 14 days of approval of the Alteration application.

#### 1.9.16 Proof of Insurance

The Manor Owner/Applicant will include proof of having a homeowner liability insurance policy providing \$1million in coverage which includes the Fourth Walnut Creek Mutual named as additionally insured under the Manor Owner/Applicant's homeowner liability insurance policy providing \$1 million in coverage with a right of notice of cancellation. The Manor Owner/Applicant shall renew this liability insurance annually and provide evidence of annual renewal to MOD Building Maintenance Manager for Fourth Walnut Creek Mutual and Fourth Walnut Creek Mutual Board.

#### 1.9.17 Manor Owner/Applicant Maintenance Agreement

- Manor Owner/Applicant of a Solar Energy System is solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the Solar Energy System or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the Solar Energy System; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the Solar Energy System; and/or restoration of Solar Energy System sites to their original condition after removal.
- Manor Owner/Applicant shall not permit his or her Solar Energy System to become a hazard or fall into disrepair. Owner/Applicant shall be responsible for correction of any safety hazards and Solar Energy System repair and/or replacement. Owner/Applicant shall be responsible for the cost of repainting or replacement of the visible ancillary components of the Solar Energy System, such as conduits, plumbing and supports, if deterioration occurs, whether performed by the Mutual or outside contractor.
- Manor Owner/Applicant accepts all responsibility for cost of repairs to Mutual Common Areas and Exclusive Use Areas considered part of the condominium building where Manor Owner/Applicant's Solar Energy System is installed, and Manors, and associated personnel property of Manor Owners located in condominium building where Manor Owner/Applicant's Solar Energy System is installed if damage is caused, in whole or in part, during operation of Manor Owner/Applicant's Solar Energy System.
- Manor Owner/Applicant shall be responsible for any increased costs incurred by the Mutual in maintaining or repairing the Common Area or those portions of a Manor or Exclusive Use Common Area which the Mutual is responsible under the Governing Documents for maintaining or repairing which are caused by the presence of a Solar Energy System on the Common Area.
- If it is necessary to temporarily remove a Solar Energy System or some of its components so that the Mutual may perform required maintenance or repairs to

the Common Area or those portions of a Manor or Exclusive Use Common Area which the Mutual is responsible under the Governing Documents for maintaining or repairing, the Manor Owner/Applicant of the Solar Energy System shall be responsible, at his or her sole expense, for removing the system before and reinstalling the system after the maintenance or repair is completed. Unless there is an emergency, notices to the Manor Owner/Applicant regarding removal shall be in writing sent by certified mail at least thirty (30) days prior to the date removal is required. If the Manor Owner/Applicant fails to remove a Solar Energy System or a system component when requested to permit necessary maintenance or repairs, the Mutual may remove and re-install the system and/or support components and charge the cost of such removal and re-installation to the Manor Owner/Applicant. So long as the Mutual uses reasonable care in removing and reinstalling the Solar Energy System or any support components thereof, the Mutual shall not be responsible for any damage caused to the system or support components by such removal or reinstallation.

- Manor Owner/Applicant shall be responsible for regular maintenance of the Solar Energy System to ensure components do not pose a hazard to Mutual property or Members. Manor Owner/Applicant shall have the entire system inspected by the original solar contractor or an equally qualified Solar Energy System installer every two (2) years following initial installation. Manor Owner/Applicant shall provide proof and results of the inspection to MOD Building Maintenance Manager for Fourth Walnut Creek Mutual and Fourth Walnut Creek Mutual Board. If the Manor Owner/Applicant fails to inspect the Solar Energy System at two (2) year intervals, the Mutual may contract a qualified solar contractor to perform the inspection and charge the cost of such inspection to the Manor Owner/Applicant.
- If a battery backup system is installed as part of the Solar Energy System, Manor Owner/Applicant shall be responsible for regular maintenance of the battery backup system to ensure components do not pose a hazard to Mutual property or Members. Manor Owner/Applicant shall have the entire battery backup system inspected by the original solar contractor or an equally qualified Solar Energy System installer every six (6) months following initial installation. Manor Owner/Applicant shall provide proof and results of the inspection to MOD Building Maintenance Manager for Fourth Walnut Creek Mutual and Fourth Walnut Creek Mutual Board. If the Manor Owner/Applicant fails to inspect the battery backup system at six (6) month intervals, the Mutual may contract a qualified solar contractor to perform the inspection and charge the cost of such inspection to the Manor Owner/Applicant.

#### 1.9.18 Resale or Transfer of Owner's Manor

- Upon resale or transfer of any Manor Owner/Applicant's interest in his or her Manor which has a permitted Solar Energy System, the buyer or transferee (as the case may be) shall assume in writing all of the Manor Owner/Applicant's duties and responsibilities as outlined in this Policy 1.9 and shall acknowledge notice of the Maintenance and Indemnity Agreement and agree to be bound by its terms prior to close of escrow.
- If a buyer or a transferee does not agree in writing to assume responsibility for the Solar Energy System, the Manor Owner/Applicant shall remove the Solar Energy System and restore the area where the Solar Energy System had been located back to original condition at the time of the initial installation or to meet the current Mutual property conditions in the event that upgrades or modifications have been made to Mutual property associated with the location of the installed Solar Energy System. Should the Manor Owner/Applicant fail to remove the Solar Energy System and restore Mutual property when required, the Mutual may

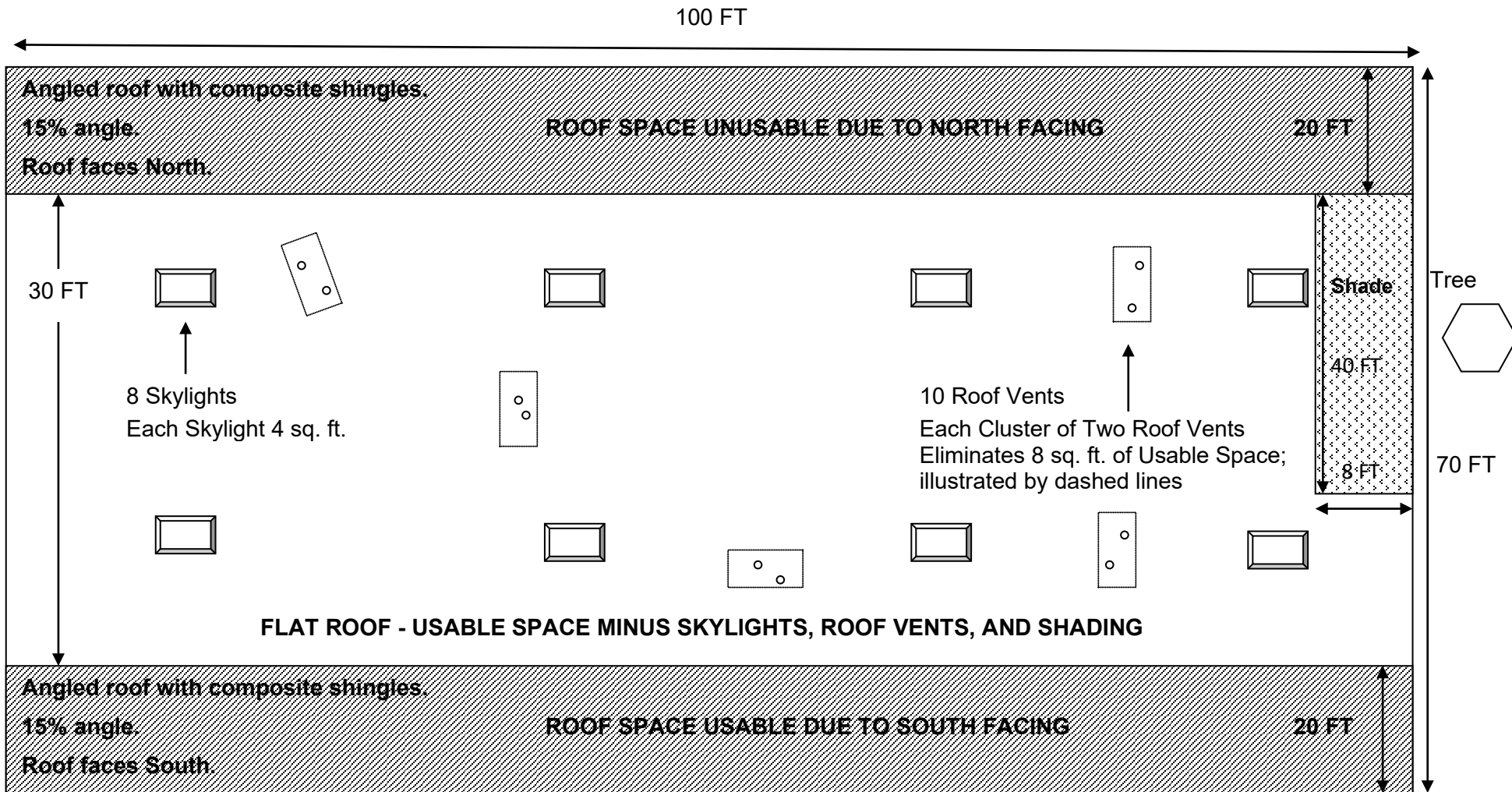
remove the Solar Energy System and perform the restoration at the Manor Owner/Applicant's expense.

#### 1.9.19 Removal of Solar Energy System

- If Manor Owner/Applicant discontinues use of the Solar Energy System or any part thereof, Manor Owner/Applicant will remove all associated components, connections, and wiring associated with the unused portion of the Solar Energy System after obtaining approval through the Alteration process.
- The Manor Owner/Applicant shall restore the area where the unused portion of the Solar Energy System had been located back to original condition at the time of the initial installation or to meet the current Mutual property conditions in the event that upgrades or modifications have been made to Mutual property associated with the location of the installed Solar Energy System. Should the Manor Owner/Applicant fail to restore the affected Mutual property when required, the Mutual may perform the restoration at the Manor Owner/Applicant's expense.

## Attachment 1.9.1

### Example of Diagram to Support Results of Solar Site Survey



TOTAL ROOF SURFACE = 7000 SQ FT

TOTAL USABLE ROOF SURFACE MINUS OBSTRUCTIONS, SHADE, AND SOUTH FACING = 7000 SQ FT - 2000 SQ FT. - 32 SQ FT - 40 SQ FT - 320 SQ FT = 4608 SQ FT

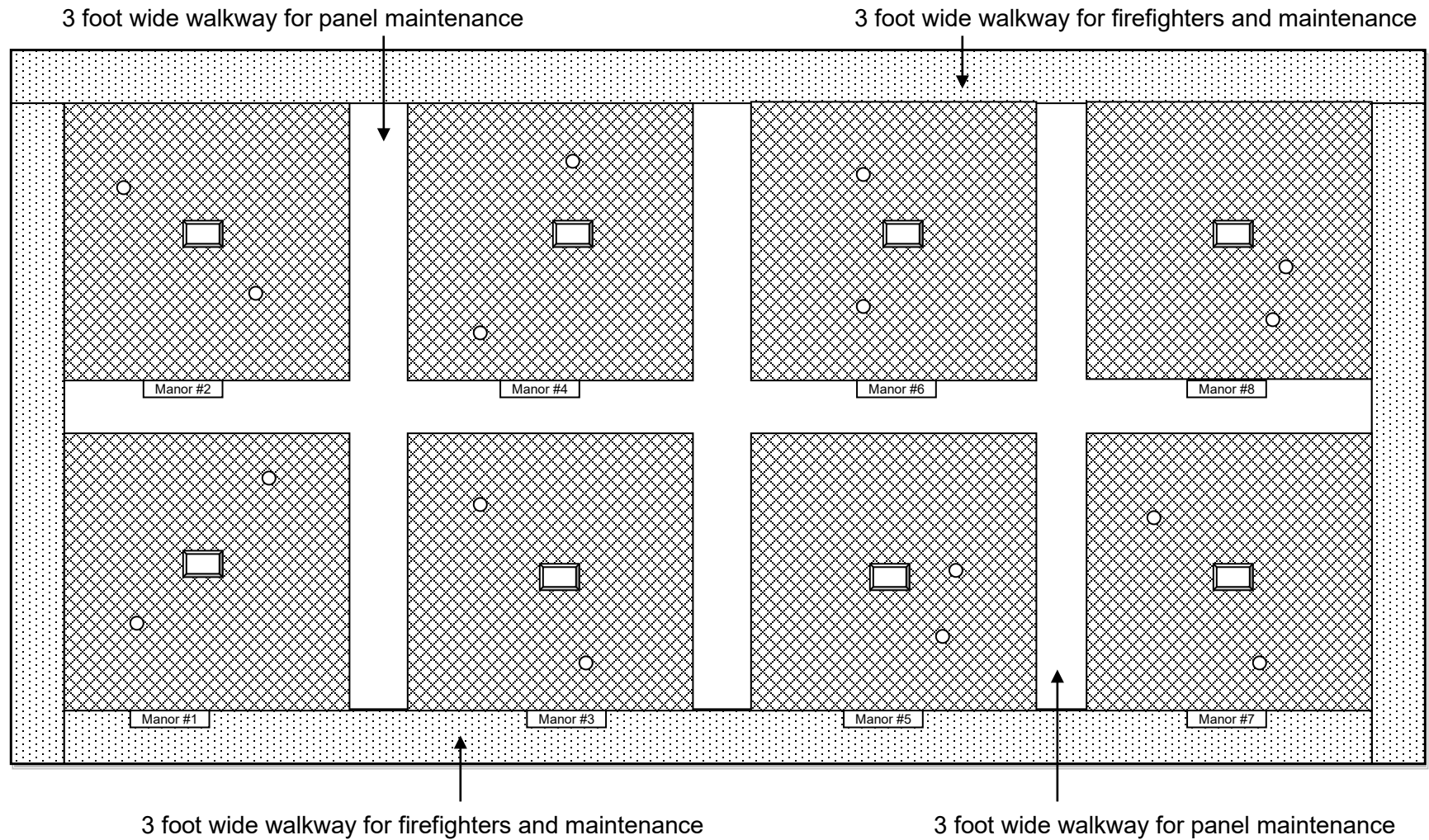
TOTAL USABLE ROOF SURFACE MINUS MAINTENANCE WALKWAYS = 4608 SQ FT - (600 SQ FT PERIMETER WALKWAY + 750 SQ FT INTERIOR WALKWAYS FOR 8 MANOR BUILDING) = 3258 SQ FT

TOTAL ALLOWED SQ FT PER MANOR = 3258 SQ FT / 8 = **407 SQ FT** or **12.5 %** of total usable roof space

PROPOSED INSTALLATION COVERS **400 SQ FT** or **12.3%** of total usable roof space DIRECTLY ABOVE MANOR

## Attachment 1.9.2

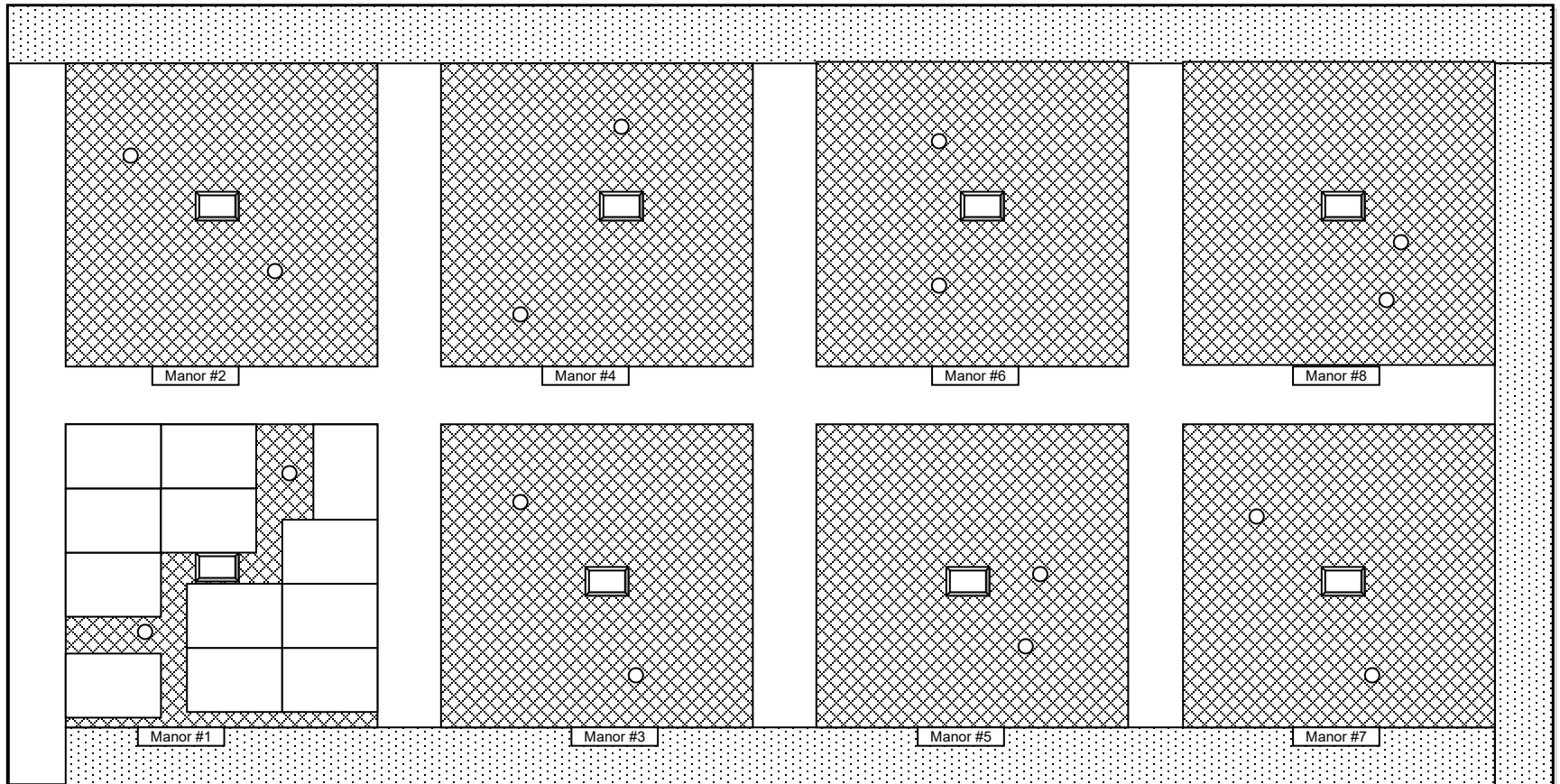
### Example of Equitable Space for Solar Panels on a Two-Story Flat Roof Building with 8 Manors



- Vent Tube
- ▭ Skylight
- ▨ Usable solar panel surface (panels cannot be placed over skylights, solar tubes, or vent tubes)

# Attachment 1.9.3

## Example of Solar Panel Locations for Manor #1



**Attachment 1.9.4**  
**Solar Energy System Installation**  
**OWNER NOTIFICATION FORM**

Name of Manor Owner/Applicant: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Notification of Owners in Condominium Building: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

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Signature: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date of Notification: \_\_\_\_\_

**Attachment 1.9.5**  
**Solar Energy System Installation**  
**MAINTENANCE AND INDEMNITY AGREEMENT**

The following document must be completed, signed, and recorded with the Manor's title at Contra Costa County, California Clerk-Recorder's office as part of the Solar Energy System installation process.



Fourth Walnut Creek Mutual  
Policy 1.9 - Solar Energy System for Electric Generation  
MAINTENANCE AND INDEMNITY AGREEMENT

I/We (name) \_\_\_\_\_

Owner(s) of the condominium unit at (address) \_\_\_\_\_,

Walnut Creek, CA 94595 (collectively, the "Undersigned") in consideration of the approval of Fourth Walnut Creek Mutual (the "Mutual"), a California nonprofit mutual benefit corporation, of my/our application to allow the installation of a solar energy system in the common area of the building / attached carport located at \_\_\_\_\_, I/we

acknowledge that I/we have read Fourth Walnut Creek Mutual's Policy 1.9, Solar Energy System for Electric Generation ("Policy 1.9"), understand its contents and agree as follows:

1. The proposed solar energy system shall be installed and maintained in full compliance with Policy 1.9 and Alteration Permit # \_\_\_\_\_ that has been issued by the Mutual for this installation and the Undersigned agree to comply with all terms and conditions set forth in Policy 1.9 and Alteration Permit # \_\_\_\_\_.
2. I/We shall indemnify and hold harmless Fourth Walnut Creek Mutual, Golden Rain Foundation of Walnut Creek, and their respective officers, directors, employees, agents, and members, and their respective successors and assigns (hereinafter "Indemnitees") from and against any and all claims, liability, loss, or damage arising from suits, losses, costs, liabilities, interest, attorney's fees, including but not limited to any such fees and expenses incurred in enforcing this Indemnity Agreement (collectively "Damages") resulting from, arising out of, or in any way connected with the installation, maintenance, operation, or removal of the solar energy system described in Alteration Permit # \_\_\_\_\_.
3. The proposed solar energy system under Alteration Permit # \_\_\_\_\_ shall be installed on the "common area" roof of the building / attached carport at \_\_\_\_\_, Walnut Creek, CA 94595 in the manner and location approved by the Mutual, where said roof is defined under the Declaration of Covenants, Conditions and Restrictions ("CC&R's") of Fourth Walnut Creek Mutual to be part of the Fourth Walnut Creek Mutual's "common area".
4. Should the Undersigned sell the manor, the transferee shall accept in writing the obligations under this agreement or the Undersigned agrees to remove the installation at its own cost and restore the common area to its original condition and in compliance with Policy 1.9.
5. Should the Undersigned fail to meet its obligation to defend and/or indemnify and save harmless in accordance with this agreement, then in such case Indemnitee shall have full right to defend,

pay or settle said claim on their own behalf with or without notice to the Undersigned for all fees, costs and payments made or agreed to be paid to discharge said claim.

6. In the event of enforcement of said maintenance and indemnification obligations as set forth herein, the Undersigned agrees to pay all reasonable attorneys' fees necessary to enforce said maintenance and indemnification obligations.

THIS AGREEMENT SHALL BE UNLIMITED AS TO AMOUNT OR DURATION, AS A COVENANT THAT RUNS WITH THE LAND and shall be binding upon and inure to the benefit of the parties, their respective successors, assigns, personal agents, and representatives.

SIGNED this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ at \_\_\_\_\_ by all Owners of the condominium manor making application for the installation of a solar energy system, as follows:

Name of Owner: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name of Owner: \_\_\_\_\_

By (signature): \_\_\_\_\_

Name of Owner: \_\_\_\_\_

By (signature): \_\_\_\_\_