

Glenwood Assn., Inc.

**Solar Energy System Rules
Adopted October 22, 2024**

The following Solar Energy System Rules are adopted by the Association's Board of Directors pursuant to Sections 6 and 7 of Article III, and Section 10 of Article VII of the Association's Declaration of Covenants, Conditions, and Restrictions (the "Declaration"). These Rules shall replace any prior Association rules, restrictions, regulations, policies or guidelines relating to the installation of solar energy systems on the residential buildings within the Glenwood community. These Rules are intended to carry out, and comply with, California *Civil Code* sections 714 and 714.1. Upon amendment of any of these *Civil Code* sections, any conflict in these Rules shall be deemed to be amended to conform to Civil Code requirements, without the necessity of Board or Architectural Committee action.

Terms within these Solar Energy System Rules beginning within an initial capital letter (e.g., Owner, Lot) have the same definition as given in Article I of the Declaration.

1. Solar Energy System-Defined. For purposes of these Solar Energy System Rules, a "Solar Energy System" ("SES") means either of the following:

(a) Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electric generation, or water heating.

(b) A structural design feature of a building with a primary purpose to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling or for water heating. *See California Civil Code* section 801.5(a).

2. Prior Association Approval Required. Before an Owner may commence installation of a Solar Energy System ("SES") as defined above, the Owner must obtain prior written approval from the Association's Architectural Committee and comply with all of the requirements and procedures set forth below.

3. City of Fullerton Approval Also Required. The SES shall meet all applicable health and safety standards and requirements imposed by state and local permitting authorities, including all applicable building, fire, electrical, plumbing and related codes. The Owner or the Owner's contractor shall obtain all required City of Fullerton permits and approvals prior to installation, and provide copies of same to the Association prior to start of work. Copies of City of Fullerton permit sign-offs shall also be provided to Association following approval of the work by the permitting authorities. Obtaining a governmental permit also does not waive the need for prior approval from the Association. Any plan changes imposed by the City must be separately approved by the Association before commencing installation.

4. Plans and Specifications. Complete plans and specifications for the proposed SES and all ancillary equipment and materials related to it must accompany the Owner's application to install the SES. The plans and specifications must include, at a minimum, the following:

(a) Details on all components of the SES system, proposed locations of all components, and description of how the components will be installed.

(b) Drawings/plans/renderings/elevations prepared to scale illustrating the SES components (including, without limitation, materials, shape, dimensions, color, etc.) and locations where the components will be installed.

(c) Any other information or documentation the Association's Architectural Committee may require to enable the Architectural Committee to determine whether the proposed SES meets the requirements of the *Civil Code* and these Rules.

5. Restrictions on SES Installations. The Association may require relocation or reconfiguration of the proposed SES, or substitution of an alternative SES of comparable cost, efficiency, and energy conservation benefits to the proposed SES to the full extent permitted by applicable law, and the following general criteria shall be followed in the design and installation of an SES:

(a) Solar panels and other equipment must be installed with as low a profile as functionally practical to minimize the visual impact of the equipment, and any supports shall be screened from view.

(b) All reasonable efforts should be made to locate the solar panels so that they are screened from view from the street and neighboring properties. If possible, roof lines not visible from the street should be used.

(c) The solar panels shall be integrated into the roof design and mounted parallel with the roof angle at the minimum vertical clearance from the underlying roofing materials.

(d) The panels should be setback a minimum of three (3) feet from the ridge of the roof and one (1) foot from the outside perimeter and bottom of the roof if viewable from the front of the residence, and six inches (6") from the outside perimeter and bottom of the roof if not viewable from the front of the residence.

(e) The panels and frames must be black. Frames that are white, silver, aluminum, and the like are not permitted.

(f) All mechanical equipment (panels and boxes) (i) shall installed in the garage, if possible, or (ii) if installation in side the garage is not possible, such equipment installed on the exterior of the residence shall be located, to the extent possible, in a manner so the equipment is not visible from the Common Area or neighboring properties and shall be painted to match the color of the adjacent surface.

(g) Wiring shall be housed in conduit painted to match the adjacent surface.

(h) To the extent reasonably feasible without adversely affecting the efficiency of the SES by more than ten percent (10%), the SES shall be designed and installed to minimize glare observed from neighboring properties so as not to cause a nuisance to other residents.

6. If any part or portion of the SES, including electrical or plumbing connections, is proposed to be installed on portion of a Residence (including without limitation the garage of the Residence) or on any other location on the Lot maintained by the Association, the Owner must enter into a covenant agreement, in a form acceptable to the Association, and prepared by the Association at the Owner's cost, generally providing for, without limitation, the following:

- (a) The Owner's obligation to maintain, repair, and replace the SES, and if the Owner fails to do so, the Association's right, but not obligation, to perform such maintenance, repair, and replacement and charge the cost thereof to the Owner, or to remove the SES from the roof at the Owner's cost.
- (b) The Owner's obligation to remove the SES, at the Owner's cost, upon the Association's request when reasonably necessary to facilitate the Association performing its maintenance, repair, and replacement responsibilities, and the Owner's obligation to reinstall the SES at Owner's expense pursuant to the terms and conditions of these Rules.
- (c) The Owner's responsibility for damages or other liability arising from installation, maintenance, use, repair, or replacement of the SES, including, without limitation, any Common Area component, or any other component the Association is obligated to maintain, repair, or replace.
- (d) The Owner's obligation to indemnify, defend, and hold harmless the Association, its directors, officers, agents, and Association members in connection with any claims or damages arising from installation, use, maintenance, repair, or replacement of the SES.

The covenant shall be recorded in the County Recorder's Office, at the Owner's cost, against the Owner's Lot and shall bind subsequent Owners of the Lot.

- 7. Decision in Writing. Any Association decision regarding an SES application shall be in writing. If the Owner's application is not denied in writing within forty-five (45) days from date that the Association receives the complete application, the application shall be deemed approved, unless the delay is a result of a reasonable request for additional information. If the application is denied, the written decision shall include an explanation of why the application is denied and include a description of the procedure for requesting reconsideration of the decision by the Association's Board of Directors.
- 8. Approval may be Conditional. The Association may require as a condition of its approval that the Owner install the SES in a different location than originally proposed and/or in a different manner and comply with any other reasonable restriction, as long as the Association's requirements comply with applicable law.
- 9. Alternative Systems. The Association reserves the right to require the installation of a different or modified SES of comparable cost, efficiency and energy conservation benefits as the Owner's proposed SES, in accordance with *Civil Code* Section 714.
- 10. Later Modifications by Association Permissible. After the SES has been installed, the Association reserves the right to require post-installation modifications to the system to address glare or other nuisance issues raised after installation.
- 11. No Requirement to Trim, Thin, Top, Prune or Remove Association Trees. The Association is not obligated, and shall not be required to, trim, thin, top, prune or remove Association trees in connection with the installation, use, maintenance, repair or replacement of an SES. The Association may, however, agree to cause Association trees to be trimmed, thinned, topped, pruned or removed at an Owner's expense if requested by an Owner. No Owner or resident, or any person or entity retained by

an Owner or resident, shall trim, thin, top, prune or remove Association trees in connection with the installation, use, maintenance, repair or replacement of an SES.

12. Unauthorized Installations. Any Owner who installs an SES, or any portion thereof, without the prior written permission and approval of the Association shall be responsible for all costs incurred to remove, relocate, or modify the SES, and restore the affected areas, including attorneys' fees and court costs, in addition to all other remedies available to the Association at law or in equity.

13. Indemnity from Installer. The Association may require the installer of the SES to agree to indemnify and reimburse the Association for any loss or damage caused by installation, maintenance or use of the SES. *See California Civil Code section 714.1.*