

Appendix L

Solar Energy Devices

Requirements for board approval:

The application process for these systems is the form-based process. Should there be any deficiencies or defects in the application and materials, the application will be rejected, and the owner may submit a corrected application. The strict process is necessary to make the application process and details for complex systems transparent, now and in future reviews. Installation and modifications executed without approval are subject to violations and fines. The request must include a hand signed Request for Board Approval form and the following items/information:

- Start and completion dates
- Planned end of life for each component (panels, plastics, storage batteries, etc.)
- Planned end of life for power storage (when present in the proposed system)
- Hail ratings (for items that may become damaged due to hail (panels, acrylic, etc.)
- Wind ratings (for items that may become damaged or detached due to wind (panels, tubing, etc.)
- Snow and Ice load ratings (for items that may become damaged or detached due to loads beyond rating (panels, tubing, etc.)
- Certificate Of insurance from the contractor
- Pictures showing the color of all materials.
- A letter from the electrical company allowing the interconnections to the grid.
- A scale plane (identical to the permit request), all elevations, all materials (maintenance-free)
- A hand-signed General Release of Liability form

The entirety of the system must be within the owner's single plat property boundary. **There is no solar easement guarantee.**

Business Prohibitions are per the Rules and Regulations. The owner must contact the utility company on interconnections to the grid. Provide a copy of the permission to operate to the Board.

Appearance & Color Requirements:

- Equipment, (excluding the face of solar panels), must match the color of the material it is mounted on. This includes solar skylights, plumbing, channels, conduit, mounting brackets, supports, and other related equipment.
- All items must be made of low maintenance materials.
- It is preferred that the system is as invisible to street view and front facing views as possible.
- Roof mounted portions of the system must be below the ridge and setback a minimum of two feet from edges.

- Ground mounted equipment must be three feet inside of the property line and adhere to any codes.
- Underground equipment must be deep enough to prevent damage from service equipment and adhere to any codes.
- Ground and underground disturbances must be repaired within 30 days of the disturbance. Incomplete and ineffectual restoration of damage and post system changes needed for areas disturbed, including grounds and drainage, will be charged to the homeowner.

Post-installation requirements:

- A copy of the St. Louis County permit
- A passing inspection letter
- Post-build issues must be resolved by the homeowner within 30 days (example: reflectance from a panel causes neighbors' siding to melt, or a neighbor to experience reflected light into their space).

The homeowner is the owner and operator of the system. The entirety of the system will be maintained by the homeowner. All fees and expenses of requests for service will be billed to the owner. Non-working systems must be shut down immediately, completely removed and all areas restored within 30 days.

The homeowner 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.

All surfaces containing elements of the system are to be maintained by the owner. The Board will accept a liability release from the owner to allow service agents to clean system free roof areas, gutters and clean siding. Should vendors not be willing or able to provide services with a liability release, the work becomes the responsibility of the homeowner. Items observed to require maintenance within a three foot zone surrounding the system will be provided to the homeowner for the homeowner to repair within 30 days.

The liability release will be provided by the homeowner on initial system completion and annually on January second. Failure of a timely submission is subject to a fine.

The homeowner has special liabilities related to the system and not limited to:

- Items blown from the unit and resulting damages.
- Inability to utilize property and heat damage due to sun reflectance. Post-build issues must be resolved by the homeowner within 30 days of the complaint.
- Personnel injury caused by any component of the system.
- Damages from storage unit failures (battery fires, explosions, etc.).
- All costs, including elevated charges, incurred by the Association because of the system will be charged to the homeowner.

The homeowner must provide a safety inspection to the Board for the following conditions:

- Initial system startup.
- After any event that exceeds the tolerances of the system or structure not limited to, wind, hail, lightning strikes, earthquake, collision, or damage of any kind.
- After modification of any kind.
- Injury to any person or animal.
- On January second of every year after the system reaches planned end of life.

Failed inspections require the system to be shut down immediately and repairs to be completed with a successful inspection submission within 30 days. Failure to submit an inspection letter is subject to a fine. Multiple violations can be in effect simultaneously.

The HOA will not perform work on the house within 6 feet of any part of the system without a current liability release or passing an inspection letter.

Due to potential safety concerns, the daily fine for violations is ten percent of the monthly Association fee, beginning at the time of notification to the homeowner of a violation or when a concern is observed, whichever comes first.

For an appeal process, refer to the VIOLATIONS, FINES, APPEALS, AND LIENS section of the rules and regulations. Unpaid fines are subject to a late fee, collection fee, a ten percent yearly interest fee and can lead to a lien and a forced sale of the house.

The owner must remove the equipment and restore all disturbances at the time of sale or provide *"Request for the solar system to be left in place at the time of home sale"* form.

Board Use Only - Simple Check List

Initial Request

- Completed request form with homeowner's hand signature
- Certificate of Insurance from each contractor
- Homeowner has proof of insurance on file
- Scale drawings; all elevations, all materials
- A structural engineer's letter certifying that the structure(s) can handle the load(s) (recommended and optional)
- All component drawings
- Placement
- Plat boundary
- Ground disturbances and drainage
- Colors (color pictures of each)
- Materials (maintenance free)
- Permits (copy of permits)
- Start date / Completion date
- Planned End of Life of each component
- Planned End of Life for power storage (when present)
- Hail rating
- Wind rating
- Snow and ice load rating
- Permission to Operate (when connected to the grid)
- Liability release form with homeowner's hand signature

Recurring

- Request form for changes – as needed
- Notifications of owner maintenance needed – as needed
- Fines – daily as needed
- Liability release - annually

Events

- Events – wind, hail, accident, etc.
- Changes to system
- End of life of system
- End of life of Storage
- Home sale