

SEA POINT TOWNHOMES COMMUNITY ASSOCIATION
SOLAR GUIDELINES
December 6, 2022

A. Solar Energy System

A solar energy system (“System”) means either of the following, all as defined in Civil Code §801.5.

1. 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; or
2. Any structural design feature of a building, including the following:
 - a. Solar racking, solar mounting, and elevated solar support structures, including, but not limited to, solar carports, solar shade structures, solar awnings, solar canopies, and solar patio covers, regardless of whether the feature is on the ground or on a building. Elevated solar support structures include the aboveground superstructure and associated foundation elements that support the solar collectors or other solar energy devices described in subparagraph 1. Above.
 - b. Any design feature whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
 - c. Any photovoltaic device or technology that is integrated into a building, including, but not limited to photovoltaic windows, siding, and roofing shingles or tiles.

B. General Requirements

1. The System must be designed and installed by an insured solar contractor licensed in California bearing either a C-46 license, or if appropriate for the work to be performed, a C-10 license from the Contractor’s State License Board.
2. The System must meet all pertinent building code requirements. These include structural, plumbing, electrical, setbacks, and clearance for pipes and vents. The System must meet all health and safety standards and requirements imposed by state and local permitting authorities, consistent with Section 65850.5 of the Government Code. The System must meet all applicable safety and performance standards of the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories, such as Underwriters Laboratories. Where applicable, the System must comply with the rules of the Public Utilities Commission regarding safety and reliability.
3. The homeowner is responsible for all costs of the System, including solar site survey, engineering, structural evaluation, permitting, maintenance, and removal.
4. The homeowner is responsible for the activities of their contractors to abide by all California and Association requirements.
5. Shading from Trees. The CA Solar Shade Control Act, Section 25984(a) explicitly states that the right of a solar collector owner to sunlight does not apply to trees or shrubs planted prior to the installation of a solar collector, or to the replacement of those trees or shrubs. The Association will not trim or remove trees or shrubs to reduce shading on solar collectors.

6. Upon Sale of Unit. The homeowner is responsible for informing prospective purchasers about any unit modifications, including the System and related liability and indemnity requirements.
7. Subject to all requirements of the law and all Association governing documents, a homeowner may only install a System on the portion of the building's roof directly above the homeowner's Unit. The System must only serve the homeowner's domestic energy needs. No installation may begin until the homeowner applies for and receives written approval for the installation and meets all conditions of the approval. Such approval may be granted by the Architectural Committee and/or by the Board, on appeal.

C. Location and Design of Systems.

1. The installation, access and maintenance of the System must remain within the footprint above the Homeowner's Unit on the flat roof. The System may not be located on "eyebrows" or shingles.
2. Identify boundary of roof above the Unit before the solar survey.
 - a. OR-- The Plat of Survey, part of homeowner's title documents, may be used to identify the roof over the homeowner's Unit. The Association maintains a copy of the plats of survey.
 - b. OR -- At the homeowner's expense, the Association will provide a demarcation of the line between the Units. For solar contractor bidding purposes, this shall be temporary. If a System is approved to be installed, the demarcation shall become permanent and will be designed so that it does not disturb the calmness of the roof in the view-shed, but plainly visible for solar contractors installing and maintaining the System on the roof. The Association will identify the cost of providing the demarcation within four (4) weeks of a homeowner request.
3. Setbacks.
 - a. System installation must meet California Fire Code requirements and perimeter clearance.
 - b. If the Unit shares a roof with an adjacent Unit, the System shall be set back a minimum three feet (3') clear distance from the footprint above the adjacent Unit.
4. To protect views and property values, the System must be installed as unobtrusively as possible.
 - a. The System may be no higher than thirteen (13) inches above the roof covering.
 - b. Solar panels and all hardware, brackets, trim, and other System components on the roof which are visible from either the Common Area or from any Unit must be black in color.
 - c. All cables, conduit and wiring which are part of the System must be run alongside a downspout and otherwise concealed as much as possible, and must be painted, where exposed, to match the paint adjacent to where it is installed.
 - d. Solar panels must have a textured glass surface to reduce glare.

D. Roof Access, Maintenance, Damage, Leaks, Repair, and Replacements

1. Roof Access: While homeowners own the space within the walls of their Unit, the Association controls the Common Areas, which includes the roofs. Whether for survey, installation, or for annual or periodic maintenance of a System, a homeowner must follow Association governing documents and obtain prior approval from the Association for access to the roof.

2. Damage, Roof Leaks and Repair:

- a. Homeowners are solely responsible to install, remove, repair, maintain, and replace the System and must bear all costs thereof. Homeowners are also liable for all costs of maintenance, repair, and replacement of any portion of the building damaged or affected by the installation, removal, repair, maintenance, replacement and/or use of the System. This includes, without limitation:
 - (1) damage to the roof, framing/structural components, roof covering, eaves, gutters, and any other part of the building, other Units, and the Common Area that may be affected by any activity or use involving the System.
 - (2) damage from water leaks and/or resulting mold that develops due to those leaks, including to adjacent Units, contiguous roofs, and Common Area.
 - (3) damage from any fires.
 - (4) any other property damage or personal injury caused by and/or resulting from such installation, removal, repair, maintenance, replacement and/or use of the System.
- b. At the sole expense of the homeowner, during their period of record ownership, the Association may require the System to be inspected and the Common Area roof water tested for leaks at any points where the System is located on the roof. The homeowner must reimburse the Association for repair of any leaks discovered, and damage caused thereby.
- c. The Association is engaged in a multi-year plan for roof replacement. When deciding to install a System, a homeowner should consider the schedule of roof replacement above their Unit.
- d. For waterproofing of System-related roof penetrations, if any, the homeowner may contract with the roofing contractor which carries the roof warranty for the Association. The roofing contractor, at their discretion and as disclosed to the homeowner and the Association, may maintain the existing roof warranty.

3. Association Easement:

- a. The Association is hereby granted full easement rights beneath, over and around the System for the purposes of conducting any maintenance, repairs and replacement of the roof, roofing components, and/or any other portions of the building structure as required by the Association's CC&Rs and/or by law.
 - b. In the event that such maintenance, repairs, and replacement cannot be undertaken or completed with the System in place, the homeowner at their sole expense, will remove or cause to be removed, the entire System or any portion thereof, necessary to allow the Association to conduct such maintenance, repairs and replacement. The System may thereafter be replaced by the homeowner at their sole expense. All such removal and/or replacement of the System as provided for in this paragraph shall be subject to and comply with all other conditions of the Solar Guidelines.
4. The System will, at all times, be owned by and remain the property of the current record homeowner owning the Unit on which the System is installed. Each homeowner of record will be solely responsible for the maintenance, repair, replacement and/or removal of the System, during the period of their respective period of record ownership.

E. Submittal Process.

1. Application to install a System shall be submitted to the Architectural Committee using the appropriate forms provided by the Association. The application must submit two (2) sets of plans with specifications for the entire proposed System, and include, without limitation, plan and elevation views, the proposed location of the System, dimensions and details regarding size, design, color, materials, and all component parts on the roof and exterior of the Unit.
2. The application shall include the following:
 - a. A solar site survey showing the homeowners allowed roof area, planned installation, dimensions, and required setbacks. The homeowner, at their own expense, must commission and submit a solar site survey showing the placement of the System prepared by a licensed contractor knowledgeable in the installation of Systems to determine usable solar roof area. The cost of this survey shall not be deemed as part of the cost of the System as used in Section 714 of the Civil Code regarding reasonable restrictions.
 - b. A written report of findings by a California licensed structural engineer (at applicant's sole expense) to certify that the structure of the Unit is sufficient to bear the weight of the System.
 - c. The estimated solar performance calculation should include all shading, such as from chimneys, structures, and landscaping, and use location-specific weather and insolation data.
3. Notification of affected neighbors.
 - a. The applicant shall notify each homeowner of a unit under a contiguous roof of the application to install a System.
 - b. The applicant must provide the Association with written proof that the owners of units under a contiguous roof have been notified of the application to install a System.
4. Approvals. Notwithstanding Section 7.4 of the CC&Rs, applications for System installation are deemed approved within forty-five (45) days from the date of submission of a complete application unless:
 - a. Disapproved by the Architectural Committee or Board,
 - b. Additional information necessary to properly consider the application is requested by the Architectural Committee or Board within the forty-five (45) day period, or
 - c. Any part of the proposed System would violate the Association's governing documents, any building, safety and fire codes, or any other laws.
5. Permits.
 - a. Prior to beginning work, the homeowner will provide a copy of the building permit for System installation.
 - b. At completion of work, homeowner will provide sign-off from a California licensed solar contractor that the installation meets all government and Association requirements. Failure to comply will result in a \$5,000 fine to the homeowner.
6. Before the installation begins the applicant must provide evidence to the satisfaction of the Association's Board of Directors that the Association has been named as an additional insured on the required liability insurance policy of the installing contractor.

F. Indemnification, Insurance, and Covenant Agreement.

1. If the installation, maintenance, repair, replacement, removal, and/or use of the System results in any damage to the roof or any other building structure, any Unit, or any portion of the Common Area, the homeowner of record of the Unit, during their period of record ownership must indemnify, reimburse, defend and hold harmless the Association, and its directors, officers, committee members, agents, assigns and insurers, and/or any other homeowner who is a member of the Association, from any claims, legal actions, costs, expenses, or any other losses arising or resulting from such roof or other building structure, Unit, or Common Area damage, including, but not limited to, those involving real property damage, damage resulting from moisture intrusion, structural repairs, drywall repair, mold remediation, damage to the Common Area or any Unit (as defined in the law and the Association's CC&Rs), damage to any personal property of the Association, and/or damage or personal injury to any homeowner who is a member of the Association.
2. The homeowner of record and each successive homeowner of record must at all times maintain a policy for homeowner liability insurance coverage and provide the Association with the corresponding certificate of insurance within 14 days of approval of the application and annually thereafter.
3. As a condition of the Association's approval to install a System, and before any construction begins, an applicant must execute an Agreement Containing Covenants Affecting Real Property Regarding the Installation of a Solar Energy System ("Covenant"), in a form to be provided by the Association. The Covenant will be recorded with the San Diego County Recorder and will run with the land and bind the current and all subsequent homeowners of the Unit while the System remains installed. The Covenant will incorporate all conditions of any architectural approval and all of the requirements and obligations set forth in these rules that apply to current or future homeowners.
4. The Association is permitted to incur reasonable professional fees from an architect, engineer, or contractor to review or confirm findings of plan submittals and reasonable legal fees to prepare the Covenant. The applicant homeowner must reimburse the Association for such costs before construction is permitted to begin. If necessary, the Association is permitted to recover such costs from the applicant homeowner by assessment following proper notice and a hearing.

G. Guideline Updates.

As technologies, construction practices, and codes continue to evolve, the Association may update the Solar Guidelines from time to time at the discretion of the Board.

SEA POINT SOLAR CHECKLIST (For use with Solar and ARC Guidelines)

Purpose: outline how homeowners can install solar systems while protecting community views and property values and avoiding new liability for the Association.

Homeowner Name & Address _____ Modification Request # _____

	Date	INITIALS
<i>To request Review of Application, homeowner provides all items 1-6:</i>		
1. Completed Architectural Modification Request Application.		
2. Written acknowledgement of Sea Point Solar Guidelines.		
3. Proposal by CA licensed contractor, with pictures and brochures.		
4. Plat of Survey identifying the boundary of the homeowner's roof.		
5. Architectural scaled drawings, two sets or a pdf, showing:		
a. Plan view of roof, showing homeowner roof area, Solar System, pipes, vents, and setbacks required by Solar Guidelines.		
b. Elevations of Unit showing that all vertical System components blend in per Sea Point standards, or state that there are no external components beyond the roof.		
c. Cross-sections, showing System <=13 inches above roof.		
d. Statement that all visible components of the System on the roof are matte black in color.		
e. Statement that textured glass is used to reduce glare.		
6. Notarized Indemnification Release Form.		
<i>Within 45 days of complete Application:</i>		
7. Sea Point Provisional Approval, Disapproval, or Request for Information.		
<i>At least 14 days before beginning construction:</i>		
8. Homeowner notified Sea Point Office of planned start date of construction.		
9. Homeowner provides written proof that neighbors are notified.		
10. Homeowner provides a Structural Engineering Report.		
11. Homeowner provides written proof that Sea Point is named as additional insured on the Contractor's Certificate of Insurance.		
12. Homeowner provides a copy of the Building Permit.		
13. Homeowner provides Proof of Liability Insurance for the modification.		
14. Covenant Affecting Real Property Regarding the Installation of a Solar Energy System, binding present and future homeowners to meeting Solar requirements.		
a. Sea Point provides the Covenant form to homeowner.		
b. Homeowner executes the Covenant.		
15. Sea Point Conditional Approval to begin construction.		
<i>Upon Completion:</i>		
16. Homeowner provides ARC Completion Notification and System Sign-off from CA licensed contractor.		
17. Sea Point inspects the Solar modification and provides Final Approval.		
18. Sea Point (tbd) submits the executed Covenant to San Diego County Recorder.		