

UNIVERSITY GLEN, CAMARILLO
SOLAR ENERGY POLICY

Effective June 2023

The California State University Channel Islands Site Authority (the "Site Authority") desires a clear and consistent policy for addressing requests by owners to install, use and maintain a solar energy system ("SES").

"SES" is defined by law as 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 as any structural design feature of a building 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. Civil Code § 801.5(a).

"Owner" is defined as the owner of the Unit requesting the installation of a SES and any subsequent transferees of that Unit. "Common Area" shall have the same definition as contained in the Site Authority Ground Sublease ("GSL").

Pursuant to California Civil Code Section 714(b), the Site Authority may adopt reasonable regulations consistent with the Solar Rights Act and the GSL. Reasonable restrictions on SES's are those that "do not significantly increase the cost of the system or significantly decrease it efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits." Civil Code § 714(b).

The following are adopted as the requirements and guidelines for the use, approval, installation and maintenance of SES's, including, but not limited to, solar panels, within University Glen. The Site Authority has determined that it is within the best interests of the University Glen community to adopt this policy for the purpose of preserving, maintaining and protecting the community. This policy has been adopted to protect the property and financial interests of the Owners and the Site Authority, and also to provide for a clean, pleasant and compatible environment in which to live.

SOLAR ENERGY POLICY

1. Owner Must Obtain Architectural Approval

A.) An Owner must apply to the Site Authority and Home owners Advisory Council ("HAC") for approval to install an SES, as required by Section 14.1 of the GSL. All applications for approval shall be processed and approved in the same manner as applications

for approval of an architectural modification to the property, as required and outlined in the GSL. See Civil Code § 714(e)(1).

B.) Notwithstanding any contrary provision in the GSL, an Owner may install an SES on the roof of the building in which Owner resides, or a garage or carport adjacent to the Owner's building and which has been assigned to the Owner for their exclusive use.

C.) Notwithstanding any contrary provision in the GSL, no vote of the Site Authority Board or HAC is required to grant exclusive use of Common Areas for the purpose of installing or maintaining an SES. Civil Code § 714.1(b)(2).

D.) The installation of the SES in or on the Common Area roofs is subject to a determination of usable solar roof area (i.e., the amount and location of space on the building roof suitable for panel installations).

E.) The installation of the SES in or on the Common Area cannot exist outside the area of the home that it servicing (no conduit, hardware, solar panels, etc. can be placed on an adjacent roof)

F.) Any changes or upgrades to the existing electric panel and system resulting from the installation of the SES are the sole responsibility of the homeowner.

2. Process and Procedure for Seeking Architectural Approval of SES

A.) An Owner requesting approval of a proposed SES shall submit a written request in accordance with the GSL and this Policy, together with plans and specifications showing the nature, color, kind, shape, height (including front, side and rear elevations), materials, and location of same. The Site Authority and/or HAC may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors.

- The Site Authority and/or HAC shall fairly, reasonably and expeditiously render decisions regarding Owners' requests for approval, after consideration of compliance with the GSL, quality of workmanship and materials, aesthetic appearance, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

- The Site Authority and/or HAC cannot prohibit outright installation of an SES, but may restrict installation of SES's in the Common Areas to specific locations within the Common Areas, to limit visual impact.

- The Site Authority and/or HAC cannot prohibit outright installation of SES, but may restrict installation of SES's to those systems approved by the Site Authority.

B.) An application for installation of an SES must be approved or denied in writing. Civil Code § 714(e)(2)(A). If an application is not denied in writing within forty-five

(45) days from the receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request by the Site Authority and/or HAC for additional information. Civil Code § 714(e)(2)(B).

C.) Application Requirements. The application for an SES must include, at a minimum, the following:

- Manufacturers specification sheet of solar panels;
- Solar site survey. The application shall include a solar site survey showing the placement of the solar energy system prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of SES's to determine usable solar roof area. (The survey or the costs to determine usable space shall not be deemed as part of the cost of the system.) The usable solar roof area is the amount and location of space on the building roof suitable for solar panel installations.

- If applicable, the solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof, garage, or carport. The drawings shall identify the specific location with the usable solar roof area to be allocated to the applicant Owner.

- Engineering drawings of the proposed installation with placement of panels.

- Dimensioned plans showing the location of the following:

- (1) Solar panels

- (2) Routing of electrical/plumbing lines

- (3) Placement of subpanels within the Unit

- Detailed engineering drawings showing roof penetrations for the following:

- (1) Electrical/plumbing lines

- (2) Attachment of panels

- (3) Method of affixing panel brackets and flashing to roof

- Solar installation warranty; minimum 10-year warranty on installation workmanship.

- For roofs that have an existing warranty, written approval by the Site Authority's roofing contractor or roofing consultant of roof penetrations.

- Documentation showing compliance with applicable health and safety standards and requirements, if any, imposed by applicable permitting authorities, consistent with Section 65850.5 of the Government Code, as well as applicable safety and performance

standards by the California Electrical Code (CEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories, such as Underwriters Laboratories (UL) and where applicable, rules of the Public Utilities Commission regarding safety and reliability. Civil Code § 714(c)(1), (3).

D.) All SES's must comply with all of the following standards:

- Meet applicable health and safety standards and requirements, if any, imposed by applicable state and local permitting authorities, consistent with Section 65850.5 of the Government Code. Civil Code § 714(c)(1).
- All SES's for heating water must be certified by an accredited listed agency as defined in the Plumbing and Mechanical Codes. Civil Code § 714(c)(2).
- All SES's for producing electricity shall also meet applicable safety and performance standards established by the California Electrical Code (CEC), the Institute of Electrical and Electronics Engineers (IEEE), and accredited testing laboratories, such as Underwriters Laboratories (UL) and where applicable, rules of the Public Utilities Commission regarding safety and reliability. Civil Code § 714(c)(1), (3).
- All installations of SES's shall be completed so as not to materially harm or damage elements of the Common Area, or any other individual Unit, void any warranties held by the Site Authority or other Owners and/or impair the integrity of a building or structure.
- All portions of a SES 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 University Glen community.
- There shall be no penetrations into building structures, not limited to walls and roofs, unless it is absolutely necessary for the installation and operation of the system and/or to avoid an unreasonable increase in the cost of the installation. Any penetrations for wiring or piping for a SES shall be properly sealed and waterproofed in accordance with industry standards and building codes in order to prevent moisture penetration and resulting structural damage.
- The owner installing the SES shall be responsible for any damage to building elements, Unit interiors or personal property caused by such penetrations even if the Site Authority has primary maintenance, repair and replacement responsibility for such elements under the GSL.

E.) Installation of SES's must comply with all of the following:

- SES's must be installed and secured in compliance with manufacturer's instructions and all applicable City, State and Federal ordinances, regulations and laws.

- Installation shall only be by a licensed and properly insured installer knowledgeable in the installation of SES's. Contractor shall obtain any and all necessary permits and Owner shall provide copies of same to the Site Authority and/or HAC.
- Prior to installation, the installer shall have insurance coverage that meets the following requirements:
 - (i) Worker's Compensation with minimum coverage required by California law and accompanied waiver of subrogation;
 - (ii) Contractor's General Liability for which the Site Authority shall be a certificate holder and naming the Site Authority and its management company as additional insured on a separate endorsement page, providing minimum coverage of one million dollars (\$1,000,000) per occurrence, and including "completed operations" coverage; and
 - (iii) Automobile insurance providing minimum coverage of one million dollars (\$1,000,000) per accident; and
 - (iv) The installer must, prior to installation, provide to the Site Authority copies of certificates of insurance for the above policies and endorsements which name Owner and the Site Authority as additional insureds.
- Contractor must file a written notice, signed and verified by the installing Owner or his agent, stating the date of completion, the name and address of the installing Owner, a description of the site, and the name of the Contractor ("Notice of Completion") in the format prescribed by Civil Code Section 8182, upon completion of all necessary work to install the SES.
- A SES for heating water shall be certified as to all system components and the installation thereof by the Solar Rating & Certification Corporation or other nationally recognized certification agency.
- A SES for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code (CEC), the Institute of Electrical and Electronic Engineers (IEEE) and accredited testing laboratories such as Underwriters Laboratories (UL) and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.
- To insure the safety of individuals and allow safe access throughout the University Glen community, SES's shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the University Glen community.
- In approving the installation of any SES, the Site Authority and/or HAC is entitled to rely upon the representation of the Owner or his or her contractor that the system fully complies with the safety criteria set forth in this Policy. Should the Site Authority later determine that the equipment is not in conformance with such criteria, the

Site Authority may require the Owner to remove the SES or modify it so that it is in compliance with such criteria.

3. Conditions to Approval

A.) Indemnity: Installers of SES's shall indemnify the Site Authority for loss or damage caused by the installation, maintenance, or use of the SES. Installing Owners shall execute an agreement to release, indemnify and hold the Site Authority harmless, which will be recorded against their Unit. A template for this agreement and covenant is attached to this Policy as Exhibit A.

B.) Notification Requirement: If applicable, in the case of multiple Units sharing the same common area roof, the applicant shall notify each Owner of a Unit in the building on which the installation will be located of the application to install a SES. The applicant shall certify in the application the names and addresses of those notified and the date of notification. Any written comments of neighboring Owners shall be attached to the application. The Site Authority may, but is not required to, establish reasonable restrictions on the installation based on any objections by neighboring Owners.

C.) Insurance Requirement: The Owner and each successive Owner shall maintain a homeowner liability coverage policy at all times and provide the Site Authority with the corresponding certificate of insurance within 14 days of the application and annually thereafter. Owner shall obtain and maintain, in his or her own name, a policy of insurance with extended coverage for the full replacement value of the SES and appurtenant building and any other areas affected by the use, installation, and maintenance of the SES, naming California State University Channel Islands, the Site Authority, and its management company as additional insureds.

D.) Owner Responsibility: The installing Owner, and each successive Owner of the SES, shall be responsible for *all* of the following:

- Costs for damage to the Common Area, or separate interests (Units) resulting from the installation, maintenance, repair, removal or replacement of the SES;
- Costs for the maintenance, repair, and replacement of the SES until it has been removed and for the restoration of the Common Area or separate interests after removal;
- Disclosing to prospective buyers the existence of any SES of the Owner and the related responsibilities of the Owner under this section; and
- Should the Common Area roof be repaired or replaced, Owner shall be responsible for promptly removing, storing and re-installing his/her SES at his/her sole cost and expense, if requested by the Site Authority in order to complete the roof work and do so in a timely manner.

E.) Installation by Site Authority: The Site Authority may, at its discretion, require the SES to be installed by its chosen contractor and either: (1) Contract with the vendor directly and seek reimbursement from the Owner; or (2) Allow the Owner to contract with the Site Authority's preferred vendor as a condition of approval of the application to install the SES.

F.) SES cannot be rented, leased or used as collateral for a loan on Townhomes: The Site Authority will require that the SES be paid for in full and not used as collateral in the financing. The purpose of this is to ensure that a SES is never repossessed and the Townhouse common areas, including roof and exterior of building damaged in that event.

4. Maintenance, Repair and Replacement by Owner

A.) Owner of an SES is solely responsible for all associated costs, including but not limited to: replacement, repair, maintenance, moving and/or removal of the SES or any of its components; repair and/or replacement of any property damaged by the installation, maintenance and/or use of the SES; payment of any medical expenses incurred by persons injured by the installation, maintenance and/or use of the SES; and/or restoration of SES sites to their original condition after removal.

B.) Owner shall maintain, repair, and replace the SES, and shall maintain, repair, and replace the SES consistent with the aesthetic appearance of University Glen and surrounding properties. In the event an Owner fails to maintain, repair or replace the SES, or if the installation or use of the SES results in damage to the Common Area or any component for which the Site Authority is responsible, or otherwise becomes a hazard or falls into disrepair, the Site Authority may perform the necessary and/or required maintenance, repair or replacement and shall be reimbursed by the Owner through issuance of a monetary penalty or special assessment as provided by the GSL and Civil Code.

C.) Owner shall be responsible for any increased costs incurred by the Site Authority in maintaining or repairing the Common Area or those portions of a Unit for which the Site Authority is responsible under the GSL for maintaining or replacing which are caused by the presence of a SES.

D.) If it is necessary to temporarily remove a SES or some of its components so that the Site Authority may perform required maintenance or repairs to the roof or other areas for which the Site Authority is responsible, the Owner shall be responsible, at his or her sole cost and expense, for removing the SES and reinstalling the system pursuant to the requirements set forth in this Policy after the Site Authority's work is completed. Unless there is an emergency, notices to the Owner regarding removal shall be in writing sent by certified mail at least fifteen (15) days prior to the date removal is required. If the Owner fails to remove a SES or a system component when requested to permit necessary maintenance or repairs, the Site Authority may remove same and charge the cost of such removal to the Owner. So long as the Site Authority uses reasonable care in removing and

reinstalling the SES or any component thereof, the Site Authority shall not be responsible for any damage caused to the system or component by such removal or reinstallation.

E.) The Site Authority shall not be required to prune or allow pruning or removal of tress and/or shrubs which were planted before the SES was proposed. However, trees or shrubs planted after installation of the SES 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 point in time between the hours of 10:00 a.m. and 2:00 p.m. local standard time. California Public Resources Code § 25982.

F.) Any existing trees and/or other obstructions may not be removed without first obtaining written approval from the Site Authority and/or HAC.

5. Roof Access

Owners shall provide written 24 hours' notice to the Site Authority, through management, prior to accessing the roof. Access to and use of the roof shall be done at the Owner's risk. The Site Authority shall not be liable for any damage, injury or death in connection with roof access for the purpose of installation, maintenance, repair or replacement of any SES.

6. Sale of Transfer of Owner's Unit

Upon sale or transfer of any Owner's interest in his or her Unit which has a permitted SES, the buyer or transferee shall assume in writing all of the Owner's duties and responsibilities as outlined in the Policy and shall execute an additional Maintenance Agreement & Covenant (See Exhibit A) prior to close of escrow.

7. Removal of SES

If a buyer or transferee does not agree in writing to assume responsibility for the SES, the Owner must remove the SES and restore the area where the SES had been located. Should an Owner fail to remove the SES when required, the Site Authority may remove same at Owner's sole cost and expense.

**EXHIBIT A
AGREEMENT & COVENANT**

[Address of Recording party])
)
)
)
)
_____)

MAIL TAX STATEMENTS to:)
(Owner's Address))
)
)
)
)
)

Space above this line for recorder's use only

**AGREEMENT AND COVENANT
TO MAINTAIN AND REPAIR SOLAR PANELS,
AND TO INDEMNIFY, RELEASE, AND HOLD SITE AUTHORITY HARMLESS**

The parties to this Agreement and Covenant ("Agreement") are California State University Channel Islands Site Authority ("Site Authority") and _____ ("Owners"), with respect to the real estate located at _____ California, (hereinafter the "Unit") more particularly described as:

[Insert Legal Description of Unit as reflected on Owner's Deed Recorded in the County Recorder's Office]

WHEREAS, the Site Authority was created by the California State University Site Development Act of 1998 (California Statutes Chapter 861) to implement a faculty and staff ownership housing program at California State University Channel Islands ("CSUCI") to provide continually affordable housing for faculty and staff of CSUCI and to financially support the reuse of the Camarillo State Hospital into the CSUCI campus through development of the community commonly known as University Glen that includes attached and detached homes, apartments and commercial structures on land subject to a long term ground lease between the Site Authority and Trustees of the California State University;

WHEREAS, the Site Authority is the ground sublessor and governing body responsible for management, maintenance and administration of described portions of University Glen pursuant to a ground sublease between the Site Authority and Owners at University Glen (the "Ground Sublease" or "GSL");

WHEREAS, pursuant to Section 10.2 of the GSL, the Site Authority is responsible for maintenance, repair and replacement of portions of the Attached Units (Section 1.4 of GSL) including, but not limited to, exterior walls from the outside surface to the inside surface of the interior walls, plumbing and electrical systems, the roof, landscaping (excluding courtyards) and the Common Area;

WHEREAS, Section 14.1.1 of the GSL states, "Prior to commencement of any construction or renovation on the Sublease Parcel or modification of the landscaping in the Courtyard with addition of any plants or hardscape visible at maturity from any other part of the Project, by Homeowner (i) affecting the outward appearance of the Sublease Parcel, the Unit or any Improvement or (ii) affecting the structural integrity of the Unit or any Improvement, Homeowner shall submit to SA (Site Authority) plans and specifications for such construction or renovation and shall make all additional submittals to SA and/or HAC or otherwise as required by the Regulations. Such plans and specifications shall be in such detail and prepared in such manner as prescribed in the Regulations and as may reasonably be required to permit the HAC, SA and CSU to make an informed judgement as to the overall design and manner of construction of the proposed construction or renovation. No such construction or renovation shall be undertaken by Homeowner without SA's approval of the plans and specifications and such other approvals as required by the Regulations";

NOW, THEREFORE, the parties hereby agree and covenant, for themselves, their successors and assigns, as follows:

1. In consideration for the Site Authority granting approval to the Owners to install, keep, and maintain the Solar Energy System as provided herein, Owners agree to install, maintain, keep and repair the Solar Energy System at their sole expense and in compliance with the Ground Sublease and the University Glen, Camarillo Solar Energy Policy.
2. Owners covenant and warrant the Solar Energy System shall meet applicable health and safety standards and requirements imposed by state and local permitting authorities.
3. Owners agree to pay all costs incurred in remedying any damage caused by installation and use of the Solar Energy System and/or by Owner's failure to maintain the same in good repair, and any resulting damages, including, but not limited to injury, damage or loss to any Unit and/or Common Area, or any other person(s) or property and any costs necessary to reconstruct any Unit and/or Common Area so damaged.
4. In the event Owners fail to maintain the Solar Energy System in good repair and in compliance with the Ground Sublease and Solar Energy Policy, Owners further agree to reimburse the Site Authority and its designated agents, representatives, and/or contractors, in the event the Site Authority is required to maintain the Solar Energy System, and/or required to repair Common Area or any Improvement thereto, or to prevent or remedy damages caused by the Solar Energy System or by Owner' failure to maintain the same in good condition and repair.

5. Owners further agree to indemnify, defend and hold harmless the Site Authority and its officers, directors, agents, employees, insurers, and attorneys for all costs, including but not limited to, reasonable attorney's fees, in connection with any and all claims and actions whatsoever arising out of the installation of the Solar Energy System and/or damages and resulting damages caused by the Solar Energy System, or to enforce the terms of this Agreement.

6. Owners shall obtain and maintain in their own name a policy of insurance with extended coverage for the full replacement value of the Solar Energy System and appurtenant residences, improvements, Common Area and any other areas affected by the use, installation, and maintenance of the Solar Energy System, naming the Site Authority and its management company as additional insureds.

7. Upon removal of the Solar Energy System, the Site Authority shall not be liable for maintenance, repair, and/or replacement of the area whereupon the Solar Energy System was located (the "Subject Area"), unless and until inspection by the Site Authority to ensure same is brought back to its condition prior to installation of the Solar Energy System. At that time a new document will be executed and recorded reflecting the Site Authority's responsibility for maintenance, repair, and/or replacement of the Subject Area, subject to Owners compliance with this provision.

8. Owners agree to disclose to prospective buyers, and by this Covenant and Agreement do constructively disclose, the existence of the Solar Energy System and all responsibilities of Owners appurtenant thereto.

9. Nothing contained herein shall in any way constitute a release from any of the covenants, conditions and restrictions contained in the Ground Sublease. This instrument only concerns installation of the Solar Energy System and shall not be interpreted or construed to affect any other rights, powers, duties, burdens or obligation of the parties hereto.

10. It is the intention of the parties to this Agreement that this Agreement and the covenants contained herein shall run with the Unit and shall be binding on and for the benefit of the property described above and all parties having or acquiring any right, title or interest in said property or any part thereof. The Agreement shall only become dischargeable upon the decision of the Site Authority, provided the Site Authority has just cause for the same and has provided written notice to the Owners by certified mail.

11. If any party hereto brings an action against the other by reason of any breach or default of any of the provisions of this Agreement, the prevailing party in such action shall

be entitled to recover from the other party all costs and expenses of litigation, including reasonable attorney's fees and costs.

12. This Agreement constitutes the final expression of the parties' entire integrated agreement with respect to Owners installation of the Solar Energy System. There are no other representations, warranties, agreements, arrangements or undertakings, written or oral, between or among the parties hereto that relate to the subject matter of this Agreement which are not fully expressed herein.

13. This Agreement may be executed in one or more counterparts, and all counterparts so executed shall constitute one single and entire Agreement, which shall be binding on the parties hereto, and their successors and assigns, notwithstanding that each of the parties may not be signatories to the original or same counterpart. Facsimiles of this Agreement, or counterparts showing execution of same by all parties shall be of the same validity, force or effect of the original hereof.

[Signatures to Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals as follows:

CALIFORNIA STATE UNIVERSITY
CHANNEL ISLANDS SITE AUTHORITY

Date: _____

(Name and title)

(Name and title)

OWNERS

Date: _____

Print Name

Signature

Date: _____

Print Name

Signature

[To be signed before a Notary]