

FIELDSTONE OWNERS ASSOCIATION

SOLAR ENERGY SYSTEM INSTALLATION

I. Statement of Purpose

- A. These Rules apply to Owners in the Fieldstone Owners Association (“Association”) that want to exercise their rights pursuant to California Civil Code Section 714, and Civil Code Section 714.1 (as modified August 1, 2021, or any comparable successor statutes), to install a rooftop solar energy system for their Lot within the Association’s common interest development (the "Development"), on the roof or exterior building surfaces of the Owner’s home.
- B. The purpose of these Rules is to provide procedures and requirements for Owners who wish to install a rooftop solar energy system for their Lot’s household purposes on the roof or exterior building surfaces of the Owner’s home in conformance with Civil Code Sections 714.1, or any comparable successor statutes.

II. Application Process

Owners wanting to install rooftop solar energy systems for their Lots’ household purposes must obtain approval from the Architectural Control Committee prior to any such installation in accordance with the Association’s CC&Rs’ provisions and rules regarding architectural improvement requests, and upon approval being granted must sign the agreement attached hereto as Exhibit A or a substantially similar agreement.

In order to obtain the above-referenced approval, the requesting Owner must first submit an application for approval of the installation of the rooftop solar energy system to the Association’s Architectural Control Committee, and must include the following, among any other information that the application form requests, as set forth on the application form attached hereto as Exhibit B or a substantially similar form.

- A. Plans and specifications confirming the specific solar energy system proposed for installation, and the proposed location for the installation of the solar energy system.
- B. The proposed energy system installer’s name, contact information, and contractor’s license number, and a certificate of insurance showing the installer maintains insurance for the following: (a) general liability of a minimum of one million dollars (\$1,000,000) per loss, and (b) for workers’ compensation as required by law; and
- C. The Owner’s acknowledgment that Owner must sign the above-referenced agreement. The Architectural Control Committee shall review the Owner’s application and send a written response to the requesting Owner approving or denying the request within forty-five (45) days of receipt by the manager of the submitted application. If the Architectural Review Committee fails to deny the application within forty-five (45) days of submission, the application is deemed

approved, unless that delay is the result of a reasonable request for additional information. (Civil Code Section 714(e)(2)(A) and (B))

III. Rules for Approval of Solar Energy Systems Installations

- A. Solar energy systems installations are limited to those systems approved by the Architectural Control Committee, and any installations in the common area will not be approved.
- B. Owners may install solar energy systems only upon approval by the Architectural Control Committee.
- C. Installation of solar energy systems must meet all applicable health and safety standards imposed by the State of California and local permitting authorities.
- D. Owners may not cut, trim, remove, or take any action regarding any tree within the Association's common area for the solar energy system installation.
- E. Owners must maintain liability insurance on their Lot and Home and provide evidence of the insurance to the Association within fourteen days of the Association's approval of the application and annually thereafter.
- F. Owners must (1) reimburse the Association for any additional costs the Association may incur in maintaining, repairing, replacing or restoring the components of Owner's Lot or Home upon which the solar system is installed, including the roof and exterior building surfaces of the Home upon which the solar system is installed, and if necessary the removal and replacement of the solar energy system for purposes of performing the activities, and restoring the components to their original condition after removal, (2) be responsible for the costs for the maintenance, repair, and replacement of the solar energy system until the system has been removed, (3) hold the Association harmless for any damage that arises as a result of the installation and continuing presence of the solar energy system, and/or removal of the system and/or its re-installation, and (4) bear any additional insurance costs that the Association incurs arising from the installation and continuing presence of the solar energy system.
- G. Owners must indemnify, defend, hold harmless, and reimburse the Association or its members for loss or damage caused by the installation, maintenance, replacement, removal or use of the solar energy system, including but not limited to restoration of the components of Owner's Lot or Home upon which the solar system is installed, including the roof and exterior building surfaces of the Owner's Home upon which the solar system is installed, and in the event of removal of the solar energy system and removal and replacement of the solar energy system, and must provide a certificate of insurance showing the installer maintains insurance for the following: (a) general liability of a minimum of one million dollars (\$1,000,000) per loss, and (b) for workers' compensation as required by law.
- H. Owners shall be solely responsible for obtaining all necessary government building permits prior to commencing installation of the solar energy system and shall provide all necessary government building permits to the Association prior to commencing installation of the solar energy system.
- I. Owners shall release, indemnify, defend, and hold harmless the Association and the members of its board of directors and their agents, employees, members and independent contractors, from any and all liabilities, claims, demands, causes of actions, or other expenses in any way arising

from, connected with or related to the installation, continuing presence, removal and/or removal and replacement of the solar energy system.

- J. Each successive Owner of Owner's Lot shall have the same responsibilities as the installing Owner as set forth above, and Owner agrees and is required to disclose to prospective buyers the existence of any solar energy system of Owner and the related responsibilities of the Owner as stated herein.
- K. As part of the approval, Owner and the Association shall be required to execute the attached or a substantially similar Agreement Affecting Real Property containing the terms herein to be recorded at the Sacramento County Recorder's office, which shall be binding on all subsequent Owners of Owner's Lot.

CERTIFICATE OF ADOPTION OF RULE

I hereby certify that I am the Secretary of Fieldstone Owners Association and further certify that these Rules were adopted by the Board of Directors on _____, 2021.

Executed _____, 2021. By: _____

(sign name)

(print name)

EXHIBIT A

AGREEMENT AFFECTING REAL PROPERTY

This Agreement Affecting Real Property (the "Agreement") is entered into between Fieldstone Owners Association, a California nonprofit mutual benefit corporation ("Association") and _____ ("Owner").

RECITALS

- A. Owner is the owner of that certain property located in the County of Placer, State of California, commonly known as _____, Murphy's, California 95247, and more particularly described as follows (the "Lot").

[INSERT FULL LEGAL DESCRIPTION OF DEED AND APN#]

- B. The Lot is a part of the residential planned development commonly known as Fieldstone Owners Association (the "Development"), and as such is subject to the "Declaration of Covenants, Conditions and Restrictions of Fieldstone Owner's Association, A Planned Unit Development Murphy's, Calaveras County, California" recorded in the latest Amendment on June 10, 2014, as Document No. 2014-5612, in the Official Records of Calaveras County, California (the "Declaration"). The residential structure on Owner's Lot is herein referred to as "Owner's home".
- C. Association is the owners' association formed to manage and maintain the common area (as that term is defined in the Declaration) and all of its facilities and to maintain and repair the exterior of all structures on Lots (including paint, repair, replacement and care of roofs and exterior building surfaces on Owner's Townhome) within the Development in accordance with the provisions of the Declaration.
- D. Article 10, 10.1 of the Declaration, states in relevant part that ". . . no building, fence, wall, structure or other improvement shall be commenced, erected or maintained on the Project, nor shall any exterior addition to or alteration in or change of color of any structures be made until the plans and specifications showing the nature, kind, shape, materials, color and location of the same have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Architectural Control Committee ("Committee"). . . ."

- E. Because Association is responsible for maintaining, repairing and replacing the roof surfaces of Owner's Home, and because the Solar Panels might compromise the integrity of the waterproof barrier of the roof surfaces of Owner's Home and might lead to other maintenance challenges with the roof surfaces, Association is willing to approve the Solar Panels only if Owner agrees to (1) assume financial responsibility for any damage to the roof surfaces of Owner's home that is caused by the Solar Panels, including but not limited to damages arising from the installation, repairs, maintenance, removal, or damage to the Solar Panels, for so long as the Solar Panels are installed on the roof surfaces; (2) reimburse Association for any additional costs Association may incur in replacing the roofs surfaces of Owner's home due to the existence of the Solar Panels; (3) assume full and complete physical and financial responsibility for the removal of the Solar Panels; (4) assume full and complete responsibility for the maintenance, repair and replacement of the Solar Panels, and (5) release and hold Association harmless for any claims related to the installation or existence of the Solar Panels.
- F. Association shall continue to perform the physical maintenance and repair of the exterior of Owner's home as required in Section 9.1.2 of the Declaration (paint exterior building surfaces only, repair, replacement and care of roofs, flashings, gutter/downspouts and driveways).
- G. Association and Owner wish to enter into this Agreement to memorialize in writing the terms of their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Association and Owner hereby agree as follows:

1. Assumption of Financial Responsibility for damage to roof surfaces caused by Solar Panels. Notwithstanding any provision of the Declaration, Owner, on behalf of himself or herself and his or her agents, successors and assigns, hereby (1) assumes full financial responsibility for any damage to the roofs and exterior building surfaces of Owner's home that is caused by the Solar Panels, including but not limited to damages arising from the installation, repairs, maintenance, removal, or damage to the Solar Panels, for so long as the Solar Panels are installed on the roof surfaces of Owner's home; (2) agrees to reimburse Association for any additional costs Association may incur in replacing the roof surfaces of Owner's home due to the existence of the Solar Panels; (3) assumes full and complete physical and financial responsibility for the removal of the Solar Panels; (4) assumes full and complete responsibility for the maintenance, repair and replacement of the Solar Panels, and (5) releases and holds Association harmless for any claims related to the installation or existence of the Solar Panels.
2. Removal of Solar Panels. Owner shall be fully responsible, at Owner's sole expense and labor, for the removal of the Solar Panels when Association determines, in its sole discretion, to repair or replace the roof on Owner's home pursuant to Association's roof surfaces maintenance obligations in the Declaration. The Association shall provide to Owner a minimum of 45 days' notice to remove the Solar Panels prior to any repair or replacement activities.
3. Payment of Additional Costs. Notwithstanding any provision of the Declaration, Owner shall reimburse Association for any additional costs Association may incur in replacing any portion of

the roof or exterior building surfaces, due to the installation or existence of the Solar Panels. Owner agrees to reimburse Association for any such additional costs within thirty days following written request therefore, and if not paid within such period, any such amounts shall be, and shall be treated as, Individual Charges. Association shall not be liable in any way to Owner or anyone else for any damage that might occur to the Solar Panels during the roof maintenance activities.

4. Assumption of Full Responsibility for the Solar Panels. Notwithstanding any provision of the Declaration, Owner shall be completely responsible, at Owner's sole expense, for all maintenance, repair and replacement of the Solar Panels in perpetuity. Owner agrees to maintain the Solar Panels in good repair and in neat and orderly appearance. In the event that Owner fails to fulfill the requirements of this paragraph, Association shall have the right, but not the obligation, to perform Owner's responsibilities on Owner's behalf and shall be entitled to reimbursement of all costs (including attorneys' fees) incurred in performing such work. Owner agrees to reimburse Association for any such costs within thirty days following written request therefore, and if not paid within such period, any such amounts shall be, and shall be treated as, Individual Charges. Association shall not be liable in any way to Owner or anyone else for any damage that might occur to the Solar Panels during Association's Solar Panel maintenance and repair activities.
5. Removal and Modifications. Owner agrees to not remove the Solar Panels from the roof or make any modifications or improvements to the Solar Panels without the prior written approval of the Architectural Control Committee and Association.
6. Indemnification and Release of Association. Owner, on behalf of himself or herself and his or her agents, successors and assigns, hereby agrees to release, indemnify, defend and hold harmless Association and the members of its Board of directors and their agents, employees, members and independent contractors, from all liabilities, claims, demands, causes of action and all other expenses (the "Claims") in any way relating to, connected with or arising from the installation" use, maintenance, repair, replacement or removal of the Solar Panels, and/or this Agreement, including, without limitation, those Claims arising from other owners in the Development and attorneys' fees and costs related to the enforcement of this Agreement. Without limiting the foregoing, this obligation shall extend to the costs of repairing any property damage to any Common Area or to property of other Owners within the Development caused in whole or part by, or in any way arising from, connected with or related to the installation, use, maintenance, repair, replacement or removal of the Solar Panels, whether such damage occurred at the time of installation of the Solar Panels, or at any future time.

In providing such release, Owner waives, and understands and acknowledges the significance and consequences of waiving, the provisions of California Civil Code Section 1542 which provides:

A general release does not extend to the claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing this release and that, if known by him or her, must have materially affected his or her settlement with the debtor or released party.

7. Grant of Approval. In consideration of Owner entering into this Agreement, Association grants to Owner approval for the installation of the Solar Panels.
8. Replacement of the Roof. Upon replacement of the roof on Owner's home, Association agrees to assume full financial responsibility for the maintenance and repair of the roof for so long as the Solar Panels or other solar equipment is not installed on the roof. If Owner submits a request to install the Solar Panels or other solar equipment on the replacement roof and obtains Association's prior written approval, the obligations under this Agreement shall be in effect if no other agreement pertaining to this subject matter is separately executed and recorded.
9. Attorneys' Fees. In the event a dispute arises under or is related to this Agreement, and whether or not a lawsuit is filed or commenced, the prevailing party shall be entitled to all fees and costs, including attorneys' fees.
10. Modification of this Agreement. No modification of this Agreement shall be made or effective unless and until such modification is executed by Association and Owner, or Owner's successors or assigns, and subsequently recorded.
11. Binding Effect / Covenants Running with the Land. This Agreement shall run with the land and shall be binding on all parties having or acquiring any right, title or interest in the Lot, or any part thereof, and their heirs, successors and assigns.
12. Definitions: Severability. Except as expressly provided herein to the contrary, all terms used in this Agreement which are defined in the Declaration shall have the same meaning as in the Declaration. Invalidity of any provision contained in this Agreement by judgment, court order, or otherwise, shall in no way affect any other provision contained herein, or in the Declaration, which shall remain in full force and effect.
13. Headings. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
14. Recitals. The recitals are hereby incorporated into and made a part of this Agreement.

15. Complete Agreement. This Agreement represents the complete and total understanding of the parties with respect to its subject matter. With the exception of the Governing Documents, any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
16. Authority to Execute this Agreement. Owner hereby represents and warrants that Owner is the Owner of Record of the Property and has the authority to enter into this Agreement.
17. Effective Date. This Agreement has been executed to be effective as of the date it is recorded.

Dated: _____

Dated: _____

FIELDSTON OWNERS ASSOCIATION

OWNER

By President: _____

(sign name)

(print name)

(sign name)

(print name)

EXHIBIT B

FIELDSTONE OWNERS ASSOCIATION

APPLICATION FOR ARCHITECTURAL APPROVAL REQUEST

SOLAR ENERGY SYSTEMS

Name _____

Lot Address _____

U.S. Mailing Address _____

Home Phone _____ Work Phone _____

Email _____

1. Applicant must submit this form and the following.
 - (a) A set of plans and specifications identifying the specific solar energy system proposed for installation, and the proposed location for the installation of the solar energy system.
 - (b) Installation of solar energy systems are preferred to be installed without penetrating the roof covering systems, and any installation that proposes to penetrate the roof covering system must specifically identify the location and depth of the proposed penetration, the materials to be used in affixing the system to the roof, and the sealing process to be used for the points of penetration.

2. This installation or construction must be made by a licensed contractor and a copy of his/her certificate of insurance must accompany this application.
3. Processing of this application may take up to forty-five (45) days. You may not begin work until the request is approved.
4. The purpose of this application is to provide compatibility and harmony in construction throughout the community.
5. Approved requests will be valid for 12 months from the date of approval.

Proposed Start Date_____ Proposed Completion Date_____

Building Permit Required? ____ Yes ____ No

Guarantee/Warranty

Terms_____

General Description of Proposed Work (Attach additional sheets if necessary):

(Attach plans, specifications, pictures, brochure, etc.)

I hereby request authorization to make the above noted modification or addition to my residence. I understand and agree to the following, if the request is approved:

- a. All proposed changes must conform to building codes, if applicable.
- b. Owner accepts complete responsibility for painting, upkeep and maintenance of said improvements, including any necessary repairs to the exterior of the building as a result of said installation, hereafter.

- c. If applicable, owner may be required to obtain a building permit for this architectural modification.
- d. If applicable, owner will submit a copy City/County final inspection approval to the Association.
- e. Maintenance Responsibility Agreement may be required for certain modifications.
- f. Owner will assume all responsibility for any damage that occurs to the building, or other structures, in connection with this architectural change.
- g. Owner acknowledges that the Owner must sign an agreement regarding the solar energy system that will be recorded with the county recorder.

_____ Date: _____
 Applicant Signature

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Architectural Control Committee Action: _____ Approved _____ Denied

Comments: _____

_____ Date: _____
 Architectural Control Committee Member
 (Signature)

 (Printed Name)