

SOLAR PANEL PACKET VILLAGE RACQUET CLUB

SOLAR PANEL INSTALLATION INSTRUCTIONS

Thank you for your consideration in improving your unit. The Association offers some helpful instructions to help guide a homeowner through the steps. Complete details are included in the Solar Panel policy.

- 1) There will be legal fees (indemnity, contracts, disputes, etc.). Sample of indemnity clause available upon request.
- 2) There is an application fees (upon request).
- 3) Installer must be a licensed and insured contractor. All work and activity must be in accordance with the Associations governing documents (CC&Rs, Rules & Regs, etc.).
- 4) Solar panel must be purchased not leased. There needs to be a 10 year warranty required.
- 5) An Architectural Variance Application must be filed and submitted 10 days prior the HOA meeting.
- 6) A Solar Panel Application (complete details in policy) must accompany Architectural Variance with drawings and plans, what sections of your roof for panels including details from panel vendor.
- 7) Each roof is different, so special modifications may be required to fit specific site requirements.
- 8) A pre and post roof inspection needs to be completed by the Association's roofing vendor. Inspection will not take place until after applications have been approved, and your installer has filed a building permit with the City of Palm Springs.
- 9) Do not commit to contractors or vendors until applications are approved.
- 10) Do not commit to installation until pre roof inspection has been done and City building permit is approved.

Included in this packet:

- Contractor Guidelines
- Architectural Variance application
- Architectural Improvement Agreement (Policy)

CONTRACTORS REMODELING GUIDELINES

We encourage remodeling units in the Village Racquet Club. It increases all of our property values. These are the Association's guidelines to guide homeowners and their contractors/vendors through the steps. Complete details are included in Architectural Application.

REQUIREMENTS:

- All visible exterior changes (windows, doors, lights, awnings, walls) require an Architectural Variance Application.
- Application must be submitted 10 days prior to monthly board meeting to get on the agenda for approval before any work can start.
- Architectural application needs to include start and target completion dates.
- Contractors shall be licensed and required to pull permits as required by the City of Palm Springs.
- All work and activity must be in accordance with the Association's governing documents.
- All construction must comply with City of Palm Springs hours of construction

7am-7pm: Monday thru Friday 8am-5pm: Saturday
Sunday & holidays: NOT PERMITTED

- Homeowner needs to organize code for gate entry or provide a clicker.
- Take into consideration loud noise, sawing, etc. until later in the morning. There are many residents who are retired, and/or work late.

PARKING:

- Vendors/contractors are NOT ALLOWED to park on the street. They are allowed to unload or pickup. Contractor and vendors should use garage and/or carport parking at unit.
- If there are busier days, owner can contact management to request parking spaces to be temporarily blocked in a parking lot closest to unit.
- Owner will be sent parking violation letters and face fines for non-compliance.
- As with any public street, all vendors should lock up their tools and equipment.



ACCEPTABLE



ACCEPTABLE



NOT ACCEPTABLE

REMOVAL OF CONSTRUCTION WASTE:

- All Association garbage bins, standard or recycle CAN NOT BE USED BY contractors or vendors. They are for the exclusive use for homeowners. It is the vendor and/or contractor's responsibility to take trash off site.
- Do not use drains on the common area grounds for dumping paint or other toxic products.
- Clean up our streets from drywall and construction remains.

Find a contractor:

www.cslb.ca.gov/Consumers/Hire_A_Contractor/Home_Improvement_Contracts/Homeowner_Checklist.asp

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

VILLAGE RACQUET CLUB
ASSOCIATION, INC.

AND WHEN RECORDED MAIL TO:

GURALNICK & GILLILAND, LLP
40-004 Cook Street, Suite 3
Palm Desert, CA 92211

THIS SPACE FOR RECORDER'S USE ONLY

ARCHITECTURAL IMPROVEMENT AGREEMENT

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THIS ARCHITECTURAL IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between VILLAGE RACQUET CLUB ASSOCIATION, a California Nonprofit Mutual Benefit Corporation ("Association") and _____ ("Owner").

RECITALS

WHEREAS, Association is a California Nonprofit Mutual Benefit Corporation whose specific and general purposes are recited in its governing documents. The primary purpose recited in those Articles is to provide for the preservation, management, maintenance and care of the Common Areas as well as the architecture and appearance of a development project known as Village Racquet Club ("Subdivision");

WHEREAS, in December 2019, the Association adopted Solar Guidelines ("Solar Guidelines") pertaining to solar panel installations upon the Association's Common Area roof system associated with and directly above the airspace of an owner's unit ("Existing Roof System");

WHEREAS, Owner owns the unit described in **Exhibit B** attached hereto and made a part hereof by this reference ("Owner's Unit");

WHEREAS, Owner has submitted an Architectural Request to the Association seeking approval for installation of a photovoltaic system on the Existing Roof System, as more particularly described in **Exhibit A**, attached hereto and made a part hereof by this reference ("PV System");

WHEREAS, Owner represents to the Association that said PV System installation shall conform in all respects to the Solar Guidelines, the final plans and specifications submitted to and approved by the Association ("Plans and Specifications"), this Agreement, and the CC&Rs;

WHEREAS, Association is willing to approve construction of the PV System, provided that Owner executes this Agreement thereby agreeing to the terms and conditions set forth herein; and

WHEREAS, Owner has agreed to execute this Agreement and to comply with the terms set forth herein.

AGREEMENT

NOW, THEREFORE, the parties hereto acknowledge, covenant and agree as follows:

1. The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference.
2. **Conditions of Approval.** Owner covenants and agrees that the PV System shall be installed in such as way that:

a. All plans and specifications, including any further written dimensions required by the Association, shall be submitted and approved by the Association prior to commencement of construction.

b. Those portions of the PV System proposed for installation on the Existing Roof System shall be contained solely within the roof area associated with and directly above the airspace of the Owner's those portions Unit;

c. Except as provided in this Agreement and identified within the Exhibit A final plans and specifications submitted to and approved by the Board of Directors, the PV System shall be installed consistent with the Solar Guidelines.

d. The PV System is constructed and installed in accordance with applicable building, fire, electrical and related codes. A building permit shall be obtained, if required by the City of Palm Springs.

e. Construction is performed by qualified persons who are licensed by the State of California to construct the PV System who are knowledgeable about the proper construction of each component of the PV System.

f. Owner shall be responsible for any damage to any and all real or personal property or for any injury resulting from the PV System installation and/or the maintenance thereof including, but not limited to, all maintenance the Existing Roof System.

g. Owner must own the PV System (shall not be leased).

3. **Fees and Security Deposit.**

a. Owner shall reimburse the Association for preparation and recordation of this Agreement and said cost will be charged to Owner's Association account. In the event such fees are not paid, Owner hereby agrees that such delinquent fees may be collected in the same manner and method as regular monthly assessments are collected, pursuant to the Association's current collection policy. This cost must be submitted to the Association before

b. Owner shall also reimburse the Association for any costs to repair any damage to the Common Area and/or streets caused by the construction of the PV System, any other costs directly related to and/or necessary for the supervision of the PV System installation, as well as to reimburse the costs necessary for the Association to bring the PV System into compliance with this Agreement.

c. All applicable fees must be submitted to the Association before construction may commence.

4. **Compliance with Building Code, Association Rules.** Except as provided in this Agreement, the PV System installation and/or construction are to be performed and completed in compliance with the *Uniform Building Code*, all laws and ordinances of the City of Palm Springs,

and in compliance with the CC&Rs, the Solar Guidelines, the Plans and Specifications submitted by Owner to the Board of Directors, this Agreement and variances identified within the Exhibit A final plans and specifications submitted to and approved by the Board of Directors. Owner will pay for any and all building fees and/or other assessments and charges required by such public agency. All improvements shall be constructed by a contractor licensed by the State of California to perform same.

5. **Association Inspection.** Association hereby reserves the right to have its own roofing contractor, independent roofing consultant, or other representative (hereinafter "Association's Representative") review the Existing Roof System related to the PV System to assure that construction / installation has been made in accordance with the plans and specifications submitted, without damage to the Existing Roof System. Owner hereby agrees that Association may cause said inspection and further agrees to reimburse the Association for any costs to conduct said inspection and /or make corrections to any roof deficiencies identified by the Association's Representative caused by construction of the PV System.

6. **Construction Personnel / Hours.** Owner and/or Owner's contractor agree that the hours of construction for the PV System shall be restricted to the city of Palm Springs construction hours from 7 a.m. and 7 p.m. weekdays and from 8 a.m. to 5 p.m. on Saturdays. Any vehicles belonging to construction personnel shall be parked without obstructing any driveways or mail boxes.

7. **Insurance.** Owner shall also submit to the Association a copy of the current certificates of insurance of his/her contractor as well as the additional insured endorsements as enumerated below, to the Association before commencement of work under this Agreement. The additional insured endorsement must have both Primary and Non-Contributory wording.

a. Comprehensive general liability insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident. Said liability insurance shall include coverage either in its policy or through an endorsement for broad form property damage, including completed operations, and shall insure against any risk of loss or damage caused by the installation and construction of the PV System.

b. Appropriate bodily injury insurance with limits of not less than \$500,000.00 for each person and \$500,000.00 for each accident.

c. Workers compensation insurance for all of contractor's personnel, including any subcontractors, who will be working within the Subdivision related to the PV System.

d. A certificate of insurance for workers compensation shall be furnished as stipulated in the preceding paragraph. The certificate shall be delivered to the designated representative of the Association prior to commencement of any work.

e. All policies for liability protection, bodily injury and property damage shall specifically name the Association as an additional insured in all respects, and certificates of same with properly executed endorsements (specifically naming the Association) shall be furnished to the Association's

Representative prior to the commencement of the PV System installation. The additional insured endorsement must have both Primary and Non-Contributory wording. The insurance certificate and endorsement shall contain an additional stipulation that written notice of any policy changes shall be furnished to Association's managing agent within 48 hours of such change being made and shall require that notice of any policy cancellation shall be furnished to the Association within ten (10) days of any cancellation notice.

8. Construction, Installation, Maintenance and Replacement Responsibilities for Solar Installations.

a. The construction, installation, repair and of the PV System shall be the sole and exclusive responsibility of Owner, not the Association, and shall include, but not be limited to:

- i. bi-annual roof cleaning, conducted by a license roofer, of those sections where the PV System is installed;
- ii. removal of tree material from and around any component of the PV System;
- iii. prevention of rodent nesting;
- iv. any and all other maintenance, repairs and cleaning;
- v. repair of any damage to the PV System caused by a foreign object including, but not limited to, tree limbs, wind, weather and/or any cause whatsoever.

(hereinafter, collectively referred to as "Maintenance")

- b. If Maintenance is not facilitated within fifteen (15) days of a written demand to facilitate same, Owner agrees to permit the Association to effect such Maintenance and thereafter levy the costs for same to Owner. In the event such costs are not reimbursed to the Association by Owner, Owner hereby agrees that such costs may be collected in the same manner and method as regular monthly assessments are collected, pursuant to the Association's current collection policy. Except as otherwise provided in this Agreement, Owner for himself/herself/themselves, as well as for his/her/their successors and assigns, covenant and agree that they shall be solely responsible for all Maintenance related to the PV System.

9. Roof System Maintenance, Repair and/or Replacement Responsibilities.

a. **Tile Roof System:** To the extent the Association has to maintain, repair and/or replace any portion of the Tile Roof System where the PV System is located and/or in close proximity thereto, Owner shall be responsible for removal and reinstallation of the PV System to facilitate such maintenance, repair and/or replacement of the Tile Roof System, all at the Owner's sole cost and expense.

b. **Flat Roof System:** Owner shall be solely responsible for the costs associated with maintenance, repair and/or replacement of those portions of the Flat Roof System impacted by the PV System. Owner shall also be responsible for removal and reinstallation of the PV System if required to facilitate Association maintenance, repair and/or replacement of the Flat Roof System, all at the Owner's sole cost and expense.

c. If the PV System causes the Association to incur any additional expenses relating to maintenance, repair and/or replacement of any portion of the Existing Roof System ("Expenses"), Owner agrees to reimburse the Association for such Expenses within thirty (30) days of the presentation of the invoice for same and, if not paid, the Association will charge such Expenses to the Owner's Association account. In the event such Expenses are not paid, Owner hereby agrees that such delinquent Expenses may be collected in the same manner and method as regular monthly assessments are collected, pursuant to the Association's current collection policy.

10. Warranty.

a. Section 1.13 of the Solar Guidelines requires that Owner obtain at least a ten (10) year roof warranty from the installing contractor ("Roof Warranty"), with language similar to the following:

If a defect in workmanship, inclusive of any labor and materials, is discovered within ten (10) years from the date of completion of installation of the PV System ("Warranty Period"), Contractor warrants and agrees to: (i) Remedy the found defective conditions and facilitate any and all necessary repairs/replacement all at no charge to the Owner(s) or the Association for the cost of any materials, supplies, labor and/or other costs to facilitate said remedies; and (ii) Commence such remedies within three (3) business days after being notified of same and to complete the repairs within a reasonable period of time thereafter.

b. Within five (5) calendar days of completion of installation of the PV System, Owner shall provide a copy of the Roof Warranty to the Association's Representative.

11. Clean Job Site. Owner agrees that during construction all externally visible aspects of the job site shall be policed daily to assure a neat job site. Owner further agrees that the Association's Representative shall make the determination as to the acceptability of the neatness of the job site.

12. Indemnification.

a. Owner shall indemnify for himself/herself/themselves, as well as for his/her/their successors and assigns, and covenant and agree to hold Association harmless from all claims, demands or liability arising out of or encountered in connection with this Agreement or the PV System installation including, but not limited to claims, demands or liability for property damage and/or person injuries occurring during construction/installation, as well as after completion, whether such claims, demands or liability are caused by Owner, Owner's agents or employees, excepting only such injury or harm as may be caused solely and exclusively by Association's gross negligence.

b. Owner shall further indemnify and hold the Association and any other Owner within the Subdivision harmless from any and all liability related to any and all damage to existing improvements including, but not limited to, the Existing Roof System and any related water damage caused by the PV System whether during the construction / installation as well as after completion.

13. **Running with the Land.** Owner agrees that this Agreement shall be a covenant running with the land as it relates to the Subject Unit and shall bind and be a charge upon the Subject Unit and to the successors or assigns hereof.

14. **Miscellaneous Provisions.**

a. This Agreement shall not be modified by either party by oral representation made before or after execution of this Agreement. All modifications must be in writing and signed by both parties.

b. Should arbitration or other legal action be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of cost of suit and not as damages, reasonable attorneys' fees to be fixed by the arbitrator. The prevailing party shall be entitled to recover his costs of suit, regardless of whether such suit proceeds to final judgment.

c. This Agreement shall not be construed against the party preparing it but shall be construed as if both parties prepared this Agreement and in accordance with the laws of the State of California.

d. If any term or provision of this Agreement or application thereof is held invalid or unenforceable as to any party, the balance of the Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and shall be enforced to the fullest extent provided by law.

e. Time is of the essence of all provisions of this Agreement.

f. Each and all of the covenants and conditions of this Agreement shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

15. **Arbitration.** Any claim, controversy or dispute of whatever nature arising out of or concerning this Agreement shall be resolved by final and binding arbitration according to the Judicial Arbitration and Mediation Services (JAMS) Rules of Practice and Procedure then in effect, except that the parties shall be entitled to only such discovery as is permitted by *Code of Civil Procedure* Section 1283.05 and any amendment thereto or successor statutes. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator is empowered to decide the controversy in accordance with whatever evidence is presented. The arbitrator is authorized to award any party or parties such sums as he/she shall deem proper for the time, expense, including but not limited to, costs and legal fees, and trouble of arbitration. The arbitration shall be binding on the parties.

16. **Counterparts.** This Agreement may be executed in counterparts and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and all counterparts taken together shall constitute one and the same Agreement, which shall be binding in effectiveness to all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day hereunder written.

ASSOCIATION – VILLAGE RACQUET CLUB ASSOCIATION

Dated: _____

By: _____
Board signature

Dated: _____

By: _____
Owner signature

EXHIBIT A
PLANS & SPECIFICATIONS
(Index of Plans to be provided by Contractor)

EXHIBIT B
LEGAL DESCRIPTION OF SUBJECT UNIT
(see attached)

A Subleasehold interest created by that certain Sublease dated August 19, 1986 executed by Beverly Hills Savings, a Federal Savings and Loan Association, as lessor, and D. Stanley Leshner II and Carol W. Leshner Co-Trustees of The D. Stanley Leshner II and Carol W. Leshner Trust Dated June 7, 1985, as lessee, and recorded on August 28, 1986, as Instrument No. 86-208755, Official Records of Riverside County, California, and subject to all of the terms, Condition, and provisions contained therein.

Parcel 1:

an undivided one/one hundred fortieth (1/140) fractional subleasehold interest as a tenant in common in grantor's leasehold interest in and to Lots, 1,2 and 3 of Tract 10855, as shown by map on file in book 118, pages 41 through 43, inclusive, of Maps, Records of Riverside County, California, (the "property"), as established in that certain Business Lease No. PSL-199 recorded on August 10, 1977 as instrument no 154425 of Official Records of Riverside county, California (said business lease, as amended, is hereinafter referred to as the "Ground Lease", for the unexpired portion of the sixty-five(65) year term of the ground lease (said undivided interest hereinafter referred to as the "Leased Land");

Except therefrom, Condominium Units 1 through 140, inclusive, as shown on that certain Condominium Plan recorded on May 13, 1985 as instrument no 101223 of Official Records (the "Condominium Plan").

Also except all improvements on or to the property.

fee simple determinable estate consisting of Parcels 2,3,4 (Grant) as follows:

Parcel 2:

An undivided one/one hundred fortieth (1/140) fractional fee simple determinable interest as a tenant in common in and to the improvements constructed upon the aforesaid Lots 1,2 and 3 of Tract 10855, for a terms equal to the term of the ground lease;

Except condominium Units 1 through 140, inclusive, as shown on the Condominium Plan;

Parcel 3:

A fee Simple determinable interest in and to Condominium Unit ## as shown on the Condominium Plan (the "Condominium Unit"), for a term equal to the terms of the ground lease.

Parcel 4:

A fee simple determinable interest in and to an exclusive easement appurtenant to Parcel 3 for the use and enjoyment of those certain Limited Common Areas defined and designated on the Condominium Plan, for a term equal to the term of the ground lease.