

HRS Solar Application

I. Information about applicant

Unit owners in title as recorded

Property address

Name of parties applying

Contact information all parties: email, telephone numbers

Date of application and date of installation

II. Information about solar company proposing to manufacture, install, and provide any post-closing maintenance or warranty service at the time of application: (attach)

Company names, contact information and addresses of all providers.

Names of all sales-service personnel (phone-cell and email)

Please provide:

Copies of all contracts, service agreements, and warranties.

Copies of all manufacturer's sales brochures and solar panel system's operating manual's, builder's technical and structural information.

III. Considerations in permitting solar devices for units

Location of the proposed solar panels on roof (provide drawing or pictures)

Provide information on surrounding structures, landscaping, and orientation for solar energy

Is this solar device the first or subsequent one for that building? _____ Yes or No

The first installed solar device will set the general installation standards that will control within reason subsequent solar devices for consistency of appearance, design structure, size and location on the roof, installation of service cables and junction boxes, all materials used to include exterior color of solar device.

All solar devices will be roof mounted only. Devices will be installed for symmetry of location on roofs, installation of support cables and electrical boxes, and access for future maintenance.

IV. Legal issues

1. All solar installations will require a fully executed and signed **Restrictive Covenant Agreement (RCA)** before installation commences. It will be signed and notarized before installation to be recorded after installation whether the solar unit is operational or not.
2. All solar units will need a **City of Aurora permit** for installation and support equipment before installation commences; and if required, **permits** to be signed off by Aurora after completion that all work was satisfactorily done.
3. If solar unit is financed now or later, the public recording of any lien will be as follows:
 - i. It will be for that property and party only, excluding the HOA from any liability to lender.
 - ii. It will acknowledge the roof is **general common element** of a condo HOA, and therefore owned by the Heather Ridge South Association.
 - iii. When a solar system is installed on a roof above the requesting owner's unit, for that purpose only, The roof becomes a **limited common element** for the exclusive use of that property and all future owners until the solar system is removed from the roof and unit.
 - iv. That the Association will be given Notice by the lien holder for any solar device that the property owner is in default of the loan.

V. Acknowledgements

1. That present and future owners of a property with a solar device having a fully executed and recorded **Restrictive Covenant Agreement**, will be obligated as follows:
 - i. The property owner to maintain its appearance, features, and operation as originally permitted and installed to the sole satisfaction of the Association. Owner's failure to do so allows the Association to give Notice to correct within 30 days. Failure by the property owner to correct or respond to the Association's Notice may result in the Association making repairs and billing the owner for reimbursement.
 - ii. At owner's expense, to remove and re-install the solar device for maintenance or replacement of roofing materials, maintenance, or repairs to the roof's support structure, finding and repairing water leaks or water damage, etc.
 - iii. That if an owner wants to remove, repair, expand, replace, or re-install a solar device, the owner must request written permission and pay for all costs thereof. Written permission by the Association may include permits or inspections to its satisfaction.
 - iv. That if an owner wants to remove a solar device, the owner must request written permission from the Association. Once satisfactorily removed, the Association will remove the recorded **Restrictive Covenant Agreement (RCA)** at owner's expense. The owner's property account will be modified to reflect removal of solar devices and removal of RCA.

Solar application submitted by owner signature

Dated