

May 21, 2014

REVISED: April 3, 2019

CRESTWOOD VILLAGE SIX COMMUNITY ASSOCIATION

ROOF SOLAR PANEL AGREEMENT

This document stipulates and defines the areas of responsibility between the Property Owner/Resident applying for the installation of roof solar panels and Crestwood Village Six Community Association, Whiting, New Jersey, hereinafter referred to as "The Association".

The Property Owner/Resident shall be responsible for advising the Contractor of these limitations and conditions by furnishing a copy of this document to the Contractor. The Property Owner/Resident's written request for installation must include the contractors panel layout showing the entire roof plan, adjacent property roofs where applicable, and dimensions.

1. Property Owner/Resident residing at _____ is in good standing with the Association and is not currently in violation of any of the Governing documents of the Association, hereby agrees to abide to the terms and conditions contained herein and the Governing documents.

2. **Indemnification:** The Property Owner/Resident shall save and hold harmless the Association and Board of Trustees in connection with the installation of solar panels at his/her unit; including without limiting the generality of the foregoing, all liability, damages, loss, claims, demands and actions on account of personal injury, death or property loss to the resident, the resident's guests, agents, frequenters, employees, subcontractors, or to any other persons, whether based upon, or claimed to be based upon, statutory causes of action, contractual, tort, or other liability of the Association, the Property Owner/Resident, his/heir's agents, or any other persons, and whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the Association and Board of Trustees, its employees, agents, subcontractors or frequenters, contractors, or any other person. Without limiting the generality of the foregoing, the liability, damages, loss, claims, demands and actions for personal injury, property damage, compensatory damages, general damages, worker's compensation, and any other cause of action against the Association, and / or contemplated against Association. The member shall, at his or her own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon, and pay all charges of attorney and all other cost and expenses of any kind arising from any such liability, damages, loss, claims and actions.

3. **Application:** The Property Owner/Resident shall complete and submit an application for home improvements available from the Administration Office, stipulating all requested information.

4. **Insurance:** The installing contractor shall maintain insurance of the following types as to assure the Association will be held harmless from all claims arising from Contractor's acts or failures thereof. The Association shall be named as an additional insured in such policies and a certificate of insurance evidencing policies in the minimum amounts required submitted to The Association at least 5 days prior to start of work. Cancellation of policies is not permitted without prior written approval by The Association:

- A) Automobile Liability: \$1,000,000.
- B) General Liability: \$1,000,000.
- C) Worker's Compensation: As required by law.

5. **Roof Structure:** The Property Owner/Resident of his/hers installing contractor shall provide and install additional framing, bracing or other means as required to support the panels, in accordance with local building department requirements.

6. **Roofing Material Repairs and Replacement:** The Association will continue its standard practice of repairing and replacing roofing materials. If such repair or replacement is under or adjacent to the solar panels or if the panels interfere with such repair or replacement in any way, the Property Owner/Resident shall be responsible for the removal of the panels and subsequent replacement including all costs involved in scheduling and inspections after roofing work is completed. In the event roof damages or leakage occurs on an adjacent property roof, and the damage or leakage is adjudged by The Association as being caused by the solar panel installation, the Property Owner/Resident shall be responsible for the repairs or replacement of the neighboring roof.

7. **Maintenance Fees:** There will be no change in the Property Owner/Resident's obligation as to monthly maintenance fees as a result of the addition of roof solar panels.

8. **Roof Panel Layout:** The layout of the solar panels is the responsibility and prerogative of the installing Contractor in order to maximize electrical energy produced from installation. They layout, however, is subject to limitations and conditions specified herein:

A. Single Resident Homes:

(1) Minimum dimension from eave (gutter) line to panels: Two feet (24 inches).

(2) Dimension from gable side of the roof to panels: Contractor option.

(3) Dimension from roof ridge to panels: Contractor option provided that the panels do not interfere with the function of the ridge vent. In the event that panels will be installed on both sides of the ridge, adequate space must be provided to allow removal and reinstallation of panels from one side of the ridge or the other.

B. Multiple Resident Homes:

(1) Minimum dimensions form eave (gutter) line to panels: Two feet (24 Inches).

(2) Separation partitions or fire walls between properties do not extend through the roofs. No solar panel may be installed closer than one foot (12 inches) to the closest face of the interior wall separating the units. **Under shall no circumstance solar panel(s) be installed on neighboring roofs. In the event solar panels or portions thereof are installed on neighboring roofs, the Property Owner/Resident shall be responsible for removal of the panels or portions thereof, together with all required roof repair work necessary.** See roof repair of adjacent property roofs in paragraph 6. above.

(3) Dimension from gable side of the roof panels: Contractor option.

(4) Dimension from roof ridge to panels: Contractor option provided that the panels do not interfere with the function of the ridge vent. In the event that panels will be installed on both sides of the ridge, adequate space must be provided to allow removal and reinstallation of panels from one side of the ridge or the other.

9. **Trees:** In the event trees on the subject property require removal to allow solar panels to function, the Property Owner/Resident shall make application to the Board of Trustees for such work along with application for the solar panels.

Date _____ By: _____

Date _____ By: _____

(Signature of Crestwood Village Six Officer)

(Signature of Property Owner)