

SHADOW MOUNTAIN VILLAGE COMMUNITY ASSOCIATION

SOLAR ENERGY DEVICE ARCHITECTURAL RULES

Adopted and effective September 26, 2023

1. The Association recognizes a Lot Owner's right to install and use solar energy devices, as set forth in A.R.S. § 33-1816, and hereby adopts these Rules in order to regulate the placement of solar energy devices that are governed by A.R.S. § 33-1816 and A.R.S. § 44-1761. If the solar energy device is one of the devices listed in A.R.S. § 44-1761, the placement of the solar energy device must be approved in advance by the Board of Directors of the Association (the "Board"). Such solar energy device must comply with the following Solar Energy Device Architectural Rules (the "Rules"), to the extent that they do not impair the functioning of the device, or adversely affect the cost or efficiency of the device. These Rules are adopted in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for Shadow Mountain Village recorded December 22, 2020 in the official records of the Coconino County Recorder as Instrument 3899433 (as amended, the "Declaration").
2. Prior to commencing the installation of a solar energy device on the Owner's Lot, the Owner must submit to the Board a signed application (the "Application") in the form as determined from time to time by the Board, together with, but not limited to, the following:
 - (a) drawings that fully describe the proposed location, size and pitch of the solar energy device and all of the related equipment and wiring;
 - (b) a pamphlet, brochure or other similar information, that describes the proposed material and aesthetics of the solar energy device and samples of such materials as determined appropriate by the Board;
 - (c) information regarding the solar energy device's color, frame and wiring, which must match the colors of the Owner's residence colors as closely as reasonably possible; and
 - (d) assurance that the solar energy device panels and frames are non-glare and, where determined appropriate by the Board, the results of a ray tracing test necessary to confirm that reflected solar radiation or glare from the solar energy device will not be directed onto any habitable portion of an adjacent Lot or roadway.
3. The solar energy device shall be installed in accordance with the Application, these Rules, the plans and drawings therefor approved by the Board and the manufacturer's instructions. Any changes, alterations, adjustments, or deviations from the approved Application and plans must be re-submitted to the Board for review and approval prior to commencing the installation or the subsequent alteration of the solar energy device.
4. The Owner shall obtain and provide to the Association copies of all permits required by Coconino County and other authorities as a condition to installing the solar energy device on the Owner's Lot.
5. The solar energy device shall be installed by a licensed and insured contractor.
6. So long as the following restrictions do not unreasonably restrict the installation and use of the solar energy device or adversely affect or impair the efficiency or functioning thereof and do not unreasonably delay the installation and use thereof or result in an unreasonable cost increase:
 - (a) Any solar energy device must be installed on the roof of the Residential Dwelling on the Owner's Lot.

(b) A solar energy device shall have the appearance similar to a skylight installed flat on the roof surface of the Residential Dwelling on the Owner's Lot. A solar energy device must be mounted parallel to the roof plane and so as not to break the roof ridgeline to the maximum extent possible.

(d) Frames of the solar energy device shall be constructed of a non-reflective material, with colors matching the roof color as closely as possible. Only black or bronze color frames on solar panel equipment is permitted.

(e) Any solar panel equipment that is visible (such as, lines, conduits, mounting brackets, panel boxes etc.) shall be screened and/or painted to match adjacent surface.

(f) The solar energy device shall be placed such that reflected solar radiation or glare shall not be directed onto any habitable portion of an adjacent residence, common area or roadway.

(g) Any battery storage units connected to the solar energy device must be located in a location approved by the Board and must be located in accordance with all applicable fire and other safety codes.

7. The Owner and its successors-in-interest shall use the solar energy device in accordance with the directions and specifications applicable to the solar energy device.

8. Unless otherwise approved by the Board, the electrical panels and sub-panels of the solar energy device shall be located adjacent to the primary electric service panels for the Residential Dwellings in the Building on the end wall of the Building in which the Residential Dwelling is located. The electrical panels and sub-panels of the solar energy device must be installed in a location such that there is room on such end wall for the installation of the electrical panels and sub-panels of the solar energy devices for any of the other Residential Dwellings in the Building and shall not interfere with the use by the Owner of the Residential Dwelling where they are located with such Owner's Residential Dwelling.

9. The Owner of the Residential Dwelling and its successors-in-interest are solely responsible for the installation, use, care, maintenance and replacement of the solar energy device on the Owner's Lot. The Owner of the Residential Dwelling and its successors-in-interest shall indemnify and hold harmless the Association for any injuries to persons or property arising from or resulting directly or indirectly from the installation, use, care, maintenance, removal and replacement of the solar energy device. This also includes any costs incurred by the Association as the result of the voiding of any warranties on the roof of the Residential Dwelling.

10. Any damage to the roof and/or the exterior of the Residential Dwelling on the Owner's Lot resulting directly or indirectly from the installation, use, care, maintenance, removal and replacement of the solar energy device and any damages caused to the interior of the Residential Dwelling on the Owner's Lot resulting from such installation, use, care, maintenance, removal and replacement shall be the sole responsibility of the Owner and its successors-in-interest. This includes, by way of examples only, damages caused by ice dams, birds and pests to the roofs, gutters and interiors of the Residential Dwellings arising from the installation, use, care, maintenance, removal and replacement of the solar energy device.

11. In no event shall the Association be responsible for any damage to the solar energy device due to any cause or thing.

12. No solar energy device or solar panel equipment or wiring may encroach upon the Common Area or the Lot of another Owner without the prior written approval of the Association or of the Owner of the other Lot, as the case may be. If the written approval of the Owner of another Lot is required, the applicant Owner must submit such written approval with the Application.

13. The Owner has the burden to prove that the above Rules will interfere with the solar energy device's use, efficiency or functioning, or will cause an unreasonable cost increase.
14. Any successor-in-interest to the Owner shall be obligated to comply with the provisions of, and be bound by the obligations of such Owner under, these Rules.
15. Notwithstanding any provision to the contrary in the Declaration, any roof leak or leaks or other damages (including damages to the exterior and the interior of the Residential Dwelling on a Lot) that are the result of or in any way arise from the installation, use, care, maintenance, repair, removal or replacement of the solar energy device or the location and maintenance of the solar energy device on the roof of the Residential Dwelling on the Lot shall be the sole responsibility of the Owner and its successors-in-interest.
16. The Owner and its successors-in-interest shall be responsible for any additional maintenance costs incurred by the Association due to the installation, use, care, maintenance, removal and replacement of the solar energy device, including, without limitation, the additional costs associated with the Association's performance of its maintenance obligations under the Declaration.
17. In the event the Owner or its and its successors-in-interest decide to permanently remove the solar energy device from the roof of the Residential Dwelling on the Owner's Lot, the Owner or its successors-in-interest shall restore the portions of the Residential Dwelling where the components thereof were installed to the condition they were in prior to the installation of such components. Any such maintenance, repairs or replacements to the Residential Dwelling shall be completed by the Owner or its successors-in-interest within ten (10) days of the date of the Association's written demand therefor. In the event the Owner or its successors-in-interest fails to complete such maintenance, repairs or replacements within such ten-day period or if in the opinion of the Board emergency maintenance, repairs or replacements are required, the Association shall be entitled to, but not obligated to, perform such maintenance, repairs or replacements and to assess the costs thereof against the Owner and its successors-in-interest as well as the Owner's Lot. The Owner and its successors-in-interest shall indemnify and hold the Association harmless from and against such the costs of such maintenance, repairs or replacements to the Lot, including, without limitation, reasonable attorneys' fees and costs. All work required by this Rule 17 shall be performed by licensed and insured contractors acceptable to the Association.
18. Within fifteen (15) days of the date of the written request by the Association, the Owner and its successors-in-interest shall remove the solar energy device from the roof of the Residential Dwelling located on the Owner's Lot as determined appropriate by the Board to enable the Association to perform its maintenance obligations under the Declaration. The Owner and its successors-in-interest shall be solely responsible for the costs of removing, replacing and re-installing the solar energy device on the roof of the Residential Dwelling located on the Owner's Lot following the completion by the Association of such maintenance. All work required by this Rule 18 shall be performed by licensed and insured contractors acceptable to the Association.
19. Notwithstanding anything contained in these provisions, the Declaration, or any other provision of the governing documents, these provisions shall not be enforced in a way that (a) prevents the installation of a solar energy device; (b) impairs the functioning a solar energy device; (c) restricts the use of a solar energy device; or (d) adversely affects the cost or efficiency a solar energy device. If any provision of these Rules on solar energy devices is ruled invalid, the remainder of these Rules shall remain in full force and effect. If the Legislature of the State of

Arizona modifies A.R.S. § 33-1816 or A.R.S. § 44-1761, the modified laws shall be incorporated into these Rules as if fully set forth herein.

20. Subject to the provisions of the Declaration and applicable statutes, the Board retains the right to amend or replace all or any portion of these Solar Energy Device Architectural Rules.

ADOPTION

The foregoing Solar Energy Device Architectural Rules were approved and adopted by the Board of Directors of Shadow Mountain Village Community Association the 26th day of September, 2023 and are effective as of that same date.

By:  Christian Talbot (Nov 9, 2023 15:52 MST)

Christian Talbot
Its: Vice-President