# **Solar and Other Renewable Energy Devices Policy**

The Finney Crossing Master Residential Association (FCRMA) recognizes that renewable energy is of interest to some homeowners in the community. We also recognize that V.S.A. Chapter 5; Subchapter 6; section 544 limits the authority that the Association has in restricting renewable energy devices on rooftops. It is important that these systems are installed in a manner that respects legitimate competing community interests. Within this scope of authority, the FCRMA has the following requirements to guide homeowners in installing these devices.

**Application Requirements**

All renewables energy devices require Design Review Committee (DRC) review and Board of Directors (Board) approval before installation. The owner assumes and bears all risks and costs regarding any damage caused by the device’s installation, maintenance, and use. All requirements in this policy must be addressed in the application to the DRC for review. Incomplete applications may delay the review and approval process.

Prior to undertaking the installation of any renewable energy devices, the homeowner shall, at their sole cost and expense, comply with the following requirements:

* 1. Submit an application to the Design Review Committee (DRC) which shall include, but shall not be limited to, the following:
     1. Drawings (with dimensions) of specific proposed panel layout, how they will be mounted and location of any inverter hardware, manual shutoffs, cables, or other system infrastructure which will be located on the exterior of the residence.
     2. The installer’s certificate of insurance (if applicable), and contact information, and the solar panel manufacturer and model number.
  2. In the case of townhome or courtyard (row) home installations, provide written confirmation that all owners within the attached set of homes have been notified of the proposed project.
  3. The installation must not impact existing warranties including but not limited to, roofing materials, siding, or windows.
  4. Obtain the written acknowledgment of the FCRMA Board of Directors that all submissions required by this Policy have been submitted and approved by either the DRC, the FCRMA Board or both.
  5. Obtain any and all necessary state and local permits required for the installation.
  6. Provide the FCRMA Board of Directors with evidence of insurance with additional liability protection in the amount of $2,000,000 and naming the FCRMA as an additional insured on the homeowner’s insurance policy. Any increase in the insurance premiums paid by the Association as a result of the installation of renewable energy devices on a specific residence shall be a limited common element expense and shall be the sole responsibility of the homeowner.
  7. Provide the FCRMA Board of Directors with a signed Renewable Energy Alteration Agreement, in the form attached to this policy as **Exhibit A** which shall provide indemnification for loss or damage suffered by the Association, resulting from the renewable energy device installation, to Association property (common elements) or personal injuries that occur during the installation. The indemnification shall also hold the Association harmless for any costs related to maintenance and repairs of the renewable energy devices and any costs relating to damage done to the structure of the roof, siding, windows, gutters, and trim, as well as damage caused to common elements (landscaping, trees, shrubs, sidewalks, etc.) during installation, repair, replacement or removal of the renewable energy devices.

**System Design and Placement Requirements**

1. Renewable energy devices mounted on poles or towers are forbidden.

**The following sections pertain to solar panel roof installations:**

1. Solar Panels (photovoltaic or hot water) may be installed on roofs that are above a residence constructed on a Building Footprint Lot, as the same is defined and established by the Declaration of Planned Community for Finney Crossing dated as of March 13, 2012 , as the same may be amended from time to time (as amended, the “Master Declaration”). Residences constructed on a Building Footprint Lot are those residences known as Carriage Homes, Townhomes and Courtyard or Row Homes. Because the Condominium style homes have a communal roof, currently this policy does not pertain to those buildings and installations on these rooves are not allowed.
2. Only commercially made and installed devices are allowed. All installations will comply with National Electric Code, Vermont Standard Building Practices, and any utility or town requirements.
3. Roof mounted systems must be installed so panels minimize (no more than 6 inches) distance between the roof and panel. The surface of the panels must be parallel to the surface of the roof. No portion of the installation should extend above the roof-line or beyond the boundary of roof section to which it is attached.
4. Solar panel frame, and any visible support brackets, piping or wiring should be colored to coordinate with the roofing/siding material. Piping and electrical connections should be located under or within the perimeter of the panels and placed as inconspicuously as possible when viewed from all angles.
5. Glare impacts on surrounding units should be minimized. Special care should be given to situations where solar panels are planned for a roof lower than windows or balconies on neighboring units.
6. All units are required to install a manual shutoff for their solar device(s) on the exterior of their own unit; near the power meters or in a multi-unit building (such as a townhome or courtyard (row) home) in an area accessible to the fire department (IE: NOT in garage, locked walkway, etc.)
7. Meters, inverters, batteries and all other devices (excluding external shutoff- see above) shall be installed within the requesting unit (IE: basement, garage, etc.).
8. Solar panels can be installed on all roof directions: back, front, or side of the unit. Planning should include an effort to minimize public view of the panels as long as efficiency is not significantly deteriorated.
9. Within an attached set of homes (Courtyard, Townhomes):
   1. Panels must be totally contained within applicant’s roof and not encroach on adjacent roofs.
   2. No outside wiring/piping will be allowed to cross attached units; roofs or siding. All wiring/piping must be contained within the requesting unit

**Maintenance**

Homeowners must take full responsibility for all ongoing maintenance and repairs of the installed renewable energy devices. This includes both functional and aesthetic issues (IE: all devices and components, whether painted or colored material, are properly and timely maintained to prevent peeling, cracking of paint or loss of coloration or other deterioration keeping with the aesthetic standards of the community). Aesthetic issues will be determined by the DRC and the Board.

A homeowner must promptly resolve, to the satisfaction of the Board, any and all damage caused by the devices, or by the installation, use, maintenance, repair and removal of the device(s) and its components. This includes, but is not limited to:

* + 1. Leaks
    2. Damage to the roof, siding, windows, and trim
    3. Damage to landscaping and lawn
    4. Damage to sidewalks and curbs

Homeowners shall remove and reinstall the devices so that roof, siding or any other exterior structure maintenance, repair, and replacement can be executed as determined by the Board or the property manager. This will be done in a timely manner such that a Board authorized contract to replace or repair roofing, siding or any exterior component is not disrupted. If additional costs are incurred by the Board because of homeowner delay in removing the solar panels, brackets, etc. those costs will be passed onto the homeowner. Also, any additional cost to the Association for additional labor or materials when replacing the roof or siding will be borne by the Homeowner.

Existing trees whether planted by the developer or a homeowner will not be required to be removed even if they eventually impact a solar installation on a unit or an adjoining unit. Homeowners installing a renewable energy device on their roof must take existing or expected conditions into consideration before the installation is started.

If a tree is requested to be planted after a renewable energy device is installed, the DRC will review the application as to the impact on the solar panels or other renewable energy devices. If the tree will impact the device installation, the application may be denied.

**Violations and Enforcement**

Failure to abide by these regulations will be addressed by the Board. Unless otherwise stated, owners will be given twenty (20) days to correct a violation of these Rules and Regulations. The Board may assess a per incident or monthly fine for violations that remain uncorrected of up to $\_\_\_\_\_\_\_. A homeowner who wishes to dispute a notice of violation and/or fine must do so in writing to the Board within ten (10) days of receipt of the violation notice. Notice of violation will be delivered by the property management company contracted by the Board in a manner determined by them. If the violation remains uncorrected for a period of forty-five (45) days beyond the date of original notice, the Board may choose to correct the violation at the homeowner’s expense. Such correction this could include, but is not limited to, the removal of the system if the Board believes that the installation poses a threat to the neighborhood or diminishes the quality of life in the neighborhood. Any such costs shall be treated as a limited common element expense and non-payment shall result in a lien in favor of the Association on the property.