

Solar energy systems may be installed within the common areas of Third Walnut Creek Mutual , only as permitted under this policy. Any such systems which are installed in violation of this policy shall be removed, and the surrounding areas and electrical connections shall be restored to their previous condition, at the owner's expense. This policy is intended to conform with Civil Code Sections 714 and 714.1, which shall control this policy in the event of conflict with the law.

61.1.0 PROCEDURES

Alteration permit procedures set forth in Appendix A, Policy 51.0.0 shall be followed, with the following modifications:

- A. District director's review and approval. The application will be brought to the attention of the district director, who may suggest reasonable restrictions on the installation, but may not disapprove the installation.
- B. Neighbors' acceptance. The applicant shall notify each co-owner of the condominium and certify that the notice has been given. Any written comments by the co-owners shall be attached to the application. No application may be denied because of objections by the co-owners. However, objections based on a proposed exclusive use of the common area may be referred to counsel.
- C. ACC review and approval. The Architectural Control Committee shall review the application and offer recommendations, if any, for reasonable restrictions on the installation within limits prescribed in Civil Code Section 714. However, no application may be denied by the committee.
- D. Board review and approval. The solar energy system proposed must be a system approved by Third Walnut Creek Mutual.
- E. City of Walnut Creek permits. The applicant shall provide satisfactory evidence of compliance with requirements of the City of Walnut Creek.

61.1.0 COMPLIANCE WITH MANUFACTURER'S INSTALLATION INSTRUCTIONS

The applicant shall provide satisfactory evidence that the system is installed in a workmanlike manner, by a licensed and insured installer, in accordance with the manufacturer's instructions.

61.2.0 EXECUTION OF LICENSE AND INDEMNITY AGREEMENT

The applicant shall execute and deliver a license and indemnification agreement in a form satisfactory to Third Walnut Creek Mutual which will, among other things, require that the applicant

61.0.0 OWNER-INITIATED ALTERATIONS
SOLAR ENERGY SYSTEMS
Page 1 of 2

(1) procure and maintain liability insurance with minimum limits of Two Hundred Fifty Thousand dollars (\$250,000)

(2) indemnify Third Walnut Creek Mutual and its directors, officers, members, and agents in the event of loss or damage caused by the installation, maintenance, or use of the solar energy system including, without limitation, loss of use of the common area by other owners of the condominium

(3) provide that upon sale or transfer of the unit, the buyer or transferee must assume all of the applicant's obligations in writing as set forth in the policy statement, unless before sale or transfer the applicant removes the solar energy system at the applicant's sole cost and expense, and returns the surrounding areas and electrical connections to their original condition, and (4) provide that the applicant shall remove the solar energy system, upon request by Third Walnut Creek Mutual and at the applicant's sole cost and expense if, in the sole discretion of the Board of Directors the applicant fails to adequately maintain the system, or the system creates a safety hazard, or if necessary to allow the Mutual to maintain or repair the area where the system is installed.

June 9, 2003