

SOLAR PANEL INSTALLATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, by _____ (“Owner”), whose address is _____ and Village at Littleton Homeowners Association, Inc. (“Association”), whose address is c/o Rocky Mountain Home Management P.O. Box 621133. Littleton CO 80162

RECITALS

(a) The Association is the association named and referred to in the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Village at Littleton, recorded on November 8, 1983, in the office of the Clerk and Recorder of Arapahoe County, Colorado ("Declaration").

(b) Owner is the owner of property commonly known as the following (“Residence”):

(c) Pursuant to the Declaration, the Association is obligated to provide certain exterior maintenance to the Residences, including the residential roofs.

(d) Owner wishes to install solar panels on the roof of his/her Residence as more specifically set forth in the attached **Exhibit A** (“Solar Panels”).

(e) The Association has agreed to approve installation of the Solar Panels under the conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Installation of Solar Panels.** The Solar Panels shall be installed in accordance with all specifications and requirements contained in **Exhibit A**. No additional equipment or upgrades may be installed that are not set forth in **Exhibit A**, which shall include, at a minimum, the size, weight, and location of the Solar Panels, as well a statement as to whether the panels will be visible from the street.

2. **Damages.** Any damage to the roof or any structural components of the building or any other part of the community as a result of said installation, usage, repair, or removal of the Solar Panels shall be paid for by Owner upon demand by Association. All such amounts shall be

collectible as assessments with all collection remedies available in the Declaration and at law, including lien rights. In the event an Association representative/contractor, through a willful or grossly negligent action/inaction damages the Solar Panel, Association shall be responsible for reimbursing Owner the costs of repair.

3. **Maintenance, Repair, and Insurance.**

- a) Owner agrees at Owner's sole cost and expense to perform all maintenance, repair, and replacement of the Solar Panels using his/her own contractors.
- b) Owner further agrees to carry appropriate hazard and liability insurance on the Solar Panels and to provide Association with a certificate as proof same upon request.
- c) Owner shall further be responsible for having the Solar Panels removed and reinstalled (by his/her contractor) in the event such removal is necessary to allow Association to perform its maintenance obligation under the Declaration.
- d) Owner shall not interfere with Association's performance of its maintenance duties under the Declaration and Association shall utilize contractors of its choosing with respect to exterior Residence maintenance.
- e) If at any time Owner fails to comply with this provision, such failure shall constitute a material breach of this Agreement and entitle the Association to immediately terminate the Agreement and demand removal of the Solar Panels at Owner's sole cost. If Owner does not remove the Solar Panels, Association shall remove it at the Owner's expense for related costs.

4. **Increased Costs.** In the event Association incurs additional fees or costs as a result of the Solar Panels, including but not limited to increased roof maintenance costs, voided roof warranties, or damage repairs, all such fees and costs will be paid by Owner upon demand by the Association. All such amounts shall be collectible as assessments with all collection remedies available in the Declaration and at law, including lien rights.

5. **Indemnification.** Owner agrees to, and shall indemnify and hold harmless, the Association, its directors, officers, and agents of and from any and all liability, loss, damage, (including attorney fees), manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim of loss whatsoever, in law or equity, against the Association or which the Association, its directors, officers, or agents may suffer as a result of or in any way related to the installation, operation, maintenance, repair, or removal of the Solar Panels.

6. **Release.** Owner hereby releases and forever discharges Association and by these presents does, for him/herself, his/her successors and assigns, and agents, demises, releases and forever discharges the Association, its directors, officers, agents, successors, and assigns of and from any and all liability, loss, damage, (including attorney fees) manner of action, inactions, cause and causes of action, suits, controversies, claims and demands or claim and loss whatsoever, in law or equity, against the Association that Owner ever had, now has, or which his successors and assigns, officers, directors, and agents hereinafter can, shall or may have, for, upon or by reason of, any matter, cause or things whatsoever, relating to the installation, operation, maintenance, repair, or removal of the Solar Panels.

7. **Covenant Not to Make New Additions, Alterations or Modifications Without the Prior Written Consent of the Association.** Owner agrees not to make any alterations or changes to the Solar Panels without prior written approval of the Association, as more fully provided in the Declaration. In this regard, any further improvements, additions, or modifications desired or requested by Owner to the Solar Panels or to the roof will not be made by Owner without application to and the prior written approval of the Association. If at any time Owner fails to comply with this provision, such failure shall constitute a material breach of this Agreement and entitle the Association to immediately terminate the Agreement and demand removal of Solar Panels at Owner's sole cost.

8. **Enforceability.** The invalidity or unenforceability of any particular provision of this Agreement shall not in any way affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in Arapahoe County, Colorado.

10. **Attorney Fees.** In the event of any legal action arising out of or in any way related to this Agreement, the prevailing party to such action shall be entitled to an award of its legal fees and costs, including any fees or costs incurred on appeal.

11. **Amendment.** This Agreement may not be amended except by a written instrument signed by all of the parties.

12. **Recording.** This Agreement will be recorded with the Clerk and Recorder of Arapahoe County, Colorado. Owner shall be responsible for reimbursing the Association all recording fees and such fees shall be collectible as assessments.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Owner:

Village at Littleton Homeowners
Association, Inc.,
a Colorado nonprofit corporation:

, President

Print Name

EXHIBIT A