

Desert La Palme Solar Rooftop Installation Policy

(Adopted August 26, 2026)

This policy is intended to provide guidance to Owners who desire to install and maintain a solar energy system within the Desert La Palme Homeowners Association ("Association").

I. Definitions

- 1. Solar Energy System-** means a water heating or photovoltaic solar electricity system, which may include, without limitation, modular solar energy panels or laminates, racking system rails, micro-inverters, trunk lines, array ground wires, 'L' brackets from standoff, junction boxes if attached to racking, meters, monitoring equipment and other equipment and appurtenances relating to solar electric power generation and delivery.
- 2. Solar Use Area-** means the area designated on the Common Area roofs of the Condominium Buildings where Owners can place Solar Energy Systems. The Solar Use Areas are designated based on a solar survey which determined an equitable allocation of the usable solar roof area for each Condominium Building and Unit.

II. General Requirements

1. No solar energy system may be installed without the prior written approval of the Association. Leased solar energy systems are not permitted to be installed on the Common Area roof. Owners must submit a complete architectural application in accordance with Article VIII, Section 8.1 of the Amended Second Restated Declaration of Covenants, Conditions and Restrictions for Desert La Palme Homeowners Association ("CC&Rs") and the Association's Architectural Guidelines. The application shall, at minimum, include drawings showing the layout of panels and number of panels in relation to the entire roof of the building in question, the method of mounting and attachment, placement, and location of all related components including connections, inverters, and mountings. Plans, brochures, and information regarding the installing company received by the Owner must also be included in the application.
2. A Solar Energy System for heating water shall be certified by the Solar Rating Certification Corporation (SRCC) or other nationally recognized certification agencies. SRCC is a nonprofit third party supported by the United States Department of Energy. The certification shall be for the entire Solar Energy System and installation.
3. A Solar Energy System for producing electricity shall also meet all applicable safety and performance standards established by the National Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety.
4. The application must include a solar site survey showing the location of the solar energy system prepared by a licensed contractor or the contractor's registered salesperson knowledgeable in the installation of solar energy

systems to determine usable solar roof area. The solar site survey shall also include a determination of an equitable allocation of the usable solar roof area among all Owners sharing the same roof unless the proposed installation is located within the areas noted herein and below.

5. Applicants must notify each Owner of a Unit in the building on which the installation will be located of the application to install a solar energy system. Neighboring Owner signatures are preferred but signatures confirming receipt of neighbor notification notices via Certified Return Receipt mail will also be accepted, particularly with respect to off-site Owners. If an Applicant does not receive signatures on the application or the returned receipt, the Applicant may submit an affidavit describing the methods attempted and that notice was provided by, at minimum, USPS.
6. The Owner and each successive Owner must maintain a homeowner liability coverage policy at all times and provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application and annually thereafter.
7. The Owner will be required to enter into a separately drafted and signed agreement that will be recorded against the Unit. The Owner will be responsible for all fees and costs incurred in drafting, revising, and recording the agreement. The agreement will require the Owner and each subsequent Owner, to assume and remain responsible for obligations related to the solar energy system to the extent permitted by law, including, but not limited to, responsibility for: (a) Costs for damage to the Common Area, Exclusive Use Common Area, or other separate interests resulting from the installation, maintenance, repair, removal, or replacement of the solar energy system; (b) Costs for the maintenance, repair, and replacement of solar energy system until it has been removed and for the restoration of the Common Area, Exclusive Use Common Area, or other separate interests after removal; and (c) Disclosing to prospective buyers the existence of the solar energy system and the related responsibilities of the Owner.
8. The Owner is responsible for compliance with any and all applicable laws, codes, regulations, or requirements regarding the installation of a solar energy system. The Association shall not be responsible for the Owner's failure to comply with any such legal requirements in connection with such installation.

III. Specific Requirements

In order to comply with California Civil Code § 4746, the HOA has completed a solar site survey determining an equitable allocation of the usable solar roof area among owners sharing the same roof.

1. Equitable Allocation

The equitable allocation shall be one-half of the usable roof area space that is directly above the homeowner's unit. This equates to approximately, 212 square feet for the units with the large two-bedroom floorplan, 206 square feet for the units with the small two-bedroom floorplan, and 194 square feet for units with the one-bedroom floor plan. *(see diagram on page 5, 6, 7)*

2. Equitable Allocation – Single Story Units

The equitable allocation for the 8 single story units in the community (#189, #190, #207, #208, #209, #210, #239 & #240) shall be the total usable roof area space that is directly above the homeowner's unit. This equates to approximately, 424 square feet for the units with the large two-bedroom floorplan, 412 square feet for the units with the small two-bedroom floorplan, and 389 square feet for units with the one-bedroom floor plan.

3. Distance from Parapet Walls

Per Association roofing company maintenance requirements, new solar components must be installed no less than 48" from parapet walls.

4. Leg Stands- Mounting

Solar company to cut out roof where leg stands are to be installed. Solar company to provide and install legs. Leg must be a minimum of 8" in length and 1" in diameter in order to protrude 6" above roof level. All flashings and stands to be provided by solar companies and approved by Association roofing contractor.

5. Leg Stands- Foam In & Sealing

Association roofing contractor to foam in and recoat penetrations to maintain existing warranties and ensure proper waterproofing.

6. Wire Runs on Rooftop

Wiring from rooftop solar panel systems to the electric utility closet must route to the center line of the building as to not cut across and encroach upon another allocated space. (as illustrated on page 6)

7. Wire Runs from Rooftop Solar Panels to Electric Closets

When connectivity from rooftop solar panels to electric utility closet is required, wiring must be installed and contained in a weatherproof enclosure/raceway and painted to match the building colors. Any enclosure installed must be large enough to accommodate installations made by all owners within a single building.

(as illustrated on pages 8 & 9)

8. Permanent Roof-Mounted Photovoltaic Solar System

Only permanently installed, roof-mounted solar panels that are attached directly to the roof structure are acceptable. Temporary or portable panels are not allowed. Permanent panels must be professionally installed by a licensed contractor, fully permitted, and inspected.

9. Inverters / Solar System.

Only solar energy systems that use microinverters and/or inverters installed within or incorporated into the solar panels themselves are permitted. Inverters are not permitted to be installed on common area walls or in other common area locations.

10. Any proposed Solar Energy System must be contained to the roof area of the building in which the Unit it is intended to service is located. Solar Energy Systems must be designed so that they are flush/parallel with the roofline and elevated no more than twelve (12) inches from roof surface to the top of the exposed surface of the panels. The edges of any panels shall be subject to setbacks required by applicable codes. Panel module frames and voltaic arrays shall be bronze or black in finish. Natural aluminum is not permitted. Panels and equipment shall be screened as much as possible so that such are not readily visible from surrounding Units, buildings, or the Common Area.

11. Any exterior equipment and wiring shall be painted to match surrounding exterior stucco and/or trim color.

12. Prior to installation, the Association's contractor will evaluate the condition of the roof so that repairs can be made prior to installation, if necessary. The Association's contractor may specify any modifications or requirements regarding the Solar Energy System or installation required to maintain the structural integrity of the roof and preserve any warranties benefiting the Association. The Owner will be responsible for the cost of the evaluation but not the repairs deemed necessary prior to installation.
13. After installation, the Association's roofing contractor will evaluate the condition of the roof to determine if installation of the Solar Energy System caused any damage to the roof. The Owner will be responsible for the cost of the evaluation and repair of any damage.
14. When future roof replacement, maintenance and/or repairs are necessary, Owner will be responsible for removing the Solar Energy System and storing it during the time necessary for repairs or maintenance and will then be responsible for reinstalling it after the replacement, repairs or maintenance is completed (if desired). For this purpose, there will be an evaluative process of the roof as outlined in Paragraphs 12 and 13 above and Owner will be responsible for the cost of any repairs required because of the removal and/or installation. If Owner fails or refuses to remove the Solar Energy System after receiving notice from the Association, the Association shall have the right to remove the Solar Energy System at the Owner's sole expense. Owner will be notified where the items are being stored and will have 2 weeks thereafter to retrieve the system before it is discarded. If Owner does not provide immediate reimbursement of the expenses associated with this work, the Association shall be entitled to levy a Reimbursement Assessment against the Owner and to take all reasonable steps for collection thereof, including, but not limited to a lawsuit and/or foreclosure.
15. Solar Energy Systems must at all times be maintained in good condition and in working order.
16. An unused or inoperable Solar Energy System must be removed by the Owner at the Owner's sole expense. If a Solar Energy System is subsequently removed, Owner shall be solely responsible to reimburse the Association for costs incurred in returning the roof to a condition that is acceptable to the Board.
17. Installed Solar Energy Systems may not substantially interfere with the use and enjoyment of other Owners' property, the Common Area, or cause unreasonable annoyance or damage to adjacent residents.



1-Bedroom

Total Available Roof Area Square Footage: 389 sq'

(after 4' setback from parafait walls as required by roofing company for maintenance)

One-Half Allocation Comprised of:	Section A 117 sq'	One-Half Allocation Comprised of:	Section D 144.5 sq'
	Section B 15 sq'		Section E 49 sq'
	Section C 63 sq'		193.5 sq'
	195 sq'		

2-Master Bedroom

Total Available Roof Area Square Footage: 424 sq'

(after 4' setback from parafait walls as required by roofing company for maintenance)

One-Half Allocation Comprised of:	Section F 126 sq'	One-Half Allocation Comprised of:	Section H 15 sq'
	Section G 85 sq'		Section I 147 sq'
	211 sq'		Section J 51 sq'
			213 sq'

Small 2-Bedroom

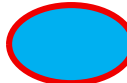
Total Available Roof Area Square Footage: 412 sq'

(after 4' setback from parafait walls as required by roofing company for maintenance)

One-Half Allocation Comprised of:	Section K 152 sq'	One-Half Allocation Comprised of:	Section M 102 sq'
	Section L 54 sq'		Section N 104 sq'
	206 sq'		206 sq'

 = Upstairs

Individual Rooftop Allocation

 = Downstairs

