

SOLAR PANEL INSTALLATION AGREEMENT

WHEREAS, CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC. (“Association”) is the homeowners association responsible for operating the community known as Cypress Ridge (“Community”), pursuant to that Declaration of Covenants, Conditions, Easements, and Restrictions for Cypress Ridge (Kissimmee, Florida) recorded at Official Records Book 5306, Page 1763, et. seq., public records of Osceola County, Florida, as amended and supplemented from time to time (“Declaration”); and

WHEREAS, _____ (hereinafter referred to collectively as “Owner”) are the record owners of the townhome unit in the Community legally described as follows:

Lot _____, CYPRESS RIDGE, according to the plat thereto, as recorded in Plat Book 26, Pages 143 through 146, of the Public Records of Osceola County, Florida (hereinafter referred to as the “Lot”); and

WHEREAS, the Lot is Townhome as defined in Article XX, Section 20.01(d) of the Declaration and therefore is located within a Townhome Building as defined in Article XX, Section 20.01(e) of the Declaration and therefore shares certain components thereof, including specifically, the roof; and

WHEREAS, Owner desires to make certain alterations to the Lot specifically by installing solar collectors (solar panels) upon the portion of the roof of the Townhome Building that is located upon the Lot **as more fully provided on Exhibit “A” attached hereto** (hereinafter referred to as the “Alteration”); and

WHEREAS, the Association has the right to review and approve exterior alterations to the Lot, pursuant to Article VII of the Declaration and specifically as to solar panels the right to impose reasonable conditions on such alteration under Article IX, Section 9.12(b) of the Declaration; and

WHEREAS, the Association is responsible for maintenance, repair and/or replacement of the roofs (including the roof deck, surface, flashings and gutters, if any) of the Townhome Building pursuant to Article XX, Section 20.03(a)(i)(C) of the Declaration (“Association Roof Responsibilities”) and therefore the Association has an interest in ensuring that such Alteration will be properly installed and maintained and that such Alteration will not unreasonably interfere with the performance of Association Roof Responsibilities in the future; and

WHEREAS, the Association desires to approve the Alteration upon the conditions stated herein and the parties wish to memorialize the responsibilities of the Owner and their heirs, successors in title and assigns, with respect to the Alteration;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The above recitations are true and correct and are incorporated herein by reference.
2. Performance of Alteration. Owner agrees to commence and complete the installation of the Alteration at their sole cost and expense with reasonable diligence and expediency; comply with all applicable construction laws, ordinances, regulations, governmental authorities, building codes, Association governing documents (including any architectural standards adopted by the Association that govern the dimensions, placement or external appearance of the Alteration); comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards for the protection of persons and property, as they exist independently or may be adopted by the Association from time to time; obtain any and all permits

and inspections required by any and all applicable codes, ordinances, statutes, regulations and governmental agencies; and pay all costs and fees associated therewith.

3. Contractor Insurance. Owner agrees to utilize only qualified and properly licensed and registered roofing contractors that are familiar with the installation and core requirements of solar panels for the installation, maintenance, repair, replacement, care and preservation of the Alteration and to ensure that all contractors carry appropriate insurance with the minimum requirements required and established by the Board of Directors from time to time, and which shall include, at a minimum (a) Worker's Compensation and Occupational Disease Insurance in accordance with the applicable law or laws (Coverage must be included for sole proprietors); (b) Commercial General Liability; and (c) Commercial Automobile Liability Insurance covering the use of all Owned, Non-Owned, and Hired Vehicles.

4. Duty to Maintain, Repair & Replace. Notwithstanding anything in the Declaration to the contrary, and specifically notwithstanding any obligation of the Association to maintain the roof of the Lot pursuant to the Declaration, Owner, for themselves, their successors in title and assigns, hereby expressly acknowledge, accept and assume the perpetual responsibility for prompt and adequate maintenance, repair, replacement, care and preservation of all portions of the Alteration in a good, habitable, safe, attractive and clean condition, at their sole cost and expense, and regardless of the circumstances or event which necessitates the performance of such maintenance, repair, replacement, care or preservation – whether as a result of the passage of time, normal wear and tear, property/casualty loss, accident, act of God, the negligence of Owner or some other person or entity or from any cause whatsoever. Without limiting the foregoing, the Owner shall be perpetually responsible for all utility facilities and installations necessitated for the installation, operation, maintenance or repair of the Alteration, including but not limited to electric lines, cables, conduits or other equipment or apparatus related to the Alteration. The Owner shall immediately and properly correct any condition associated with the Alteration which would, if left uncorrected, cause any damage to any other portion of the Townhome Building or create a condition that is potentially hazardous. Nothing herein shall obligate the Association to inspect the Alteration, ensure its safety or otherwise notify the Owner or other persons of any deficiencies or necessary maintenance or repair thereof or potential danger associated therewith.

5. Financial Responsibility. Owner, their heirs, successors in title and assigns shall at all times be and remain perpetually financially responsible for all costs, fees and expenses incurred in connection with the Alteration and its operation including drawings, plans, inspections, and reports performed or prepared by a contractor, architect, engineer or other professional in connection with the Alteration – its installation, inspection, maintenance, repair, replacement, removal or existence. The Owner for themselves, their heirs, successors in title and assigns represent and acknowledge that the Alteration shall not cause irreparable damage to the Townhome Building and agrees to take full responsibility for and to bear the full cost of immediate repair or replacement of any portion of the Townhome Building, including adjacent Lots, that may be damaged and/or destroyed by the Alteration, whether such damage is caused directly by the Owner or indirectly by a contractor, employee or agent of the Owner, including any damage that is difficult to detect and which may result in unforeseen damage to the Townhome Building. Owner agrees to be solely responsible for any damages or increased costs of maintenance suffered to any impacted portions of the Townhome Building that would not have occurred but for the existence of the Alteration. Without limiting the foregoing, Owner expressly assumes any and all financial obligations resulting from the voiding of any roof warranty for the roof upon the Townhome Building (whether the existing roof or any future roof) that is or will in the future be in place that results from the installation, existence, maintenance, repair or replacement of the Alteration.

6. Duty to Insure. Owner, for themselves, their heirs, successors in title and assigns, hereby expressly agree and acknowledge that they are hereafter perpetually responsible to obtain hazard and liability insurance relating to the Alteration, and that the Association shall have no obligation either to insure the Alteration as part of the Association's insurance policy (if any) or to reconstruct or repair same in the event of a property loss. Owner shall, within fourteen (14) days after receiving approval of the Association for the Alteration, and at reasonable periods of time thereafter as requested by the Association to ensure such insurance remains in place, provide the Association with a certificate of insurance naming the Association as an additional insured on the Owner's insurance policy for any claim related to the installation, maintenance, or use of the Alteration,

as well as the endorsement reflecting same. Notwithstanding the foregoing, and in addition to the Owner's obligations to insure provided herein, Owner expressly agrees to reimburse the Association for the actual cost of any increased insurance premium amount incurred by the Association that is attributable to the Alteration within fourteen (14) days after receiving the Association's insurance premium invoice.

7. Removal of Alteration. In the event the Owner decides there is no longer a need or desire for the Alteration, the Owner shall remove the Alteration and promptly restore the Lot and shall be responsible for all costs necessitated thereby. The Owner, for themselves, their heirs, successors in title and assigns, hereby expressly acknowledge and agree that the Alteration or portions thereof may be required to be inspected by the Association or may need to be removed in connection with the Association's inspection, maintenance, repair, replacement or alteration of the Townhome Building, including specifically the roof thereof; and in such cases the Owner expressly acknowledges and agrees that the determination as to the necessity for such inspection and/or removal, the means and timing of same may be made by the Board of Directors of the Association at its sole reasonable discretion and that the Board of Directors shall not be obligated to consult with or seek approval of Owner for same, and that re-installation of the Alteration may not thereafter be practical or possible. Further, Owner agrees that Owner shall be obligated to reimburse the Association for any costs it incurs that are affiliated with such removal and/or re-installation of the Alteration, with said obligation being secured by a right of lien of equal dignity to the assessment lien created by the Declaration, and enforceable in the manner provided in Section 6.04(b) of the Declaration as an Individual Assessment, or alternatively, and in the sole discretion of the Board of Directors of the Association, the Owner may be required to promptly remove and/or reinstall the Alteration or any portion thereof, at the Owner's sole cost and expense, if so determined by the Board of Directors. Owner expressly acknowledges and agrees that the Association, its contractors and agents, shall not be liable for any damage to the Alteration arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, and Owner expressly waives and releases the Association, its officers, directors, agents, contractors and employees from all liability for damages associated with the removal or reinstallation of the Alteration pursuant to this paragraph.

8. Release of Association Liability. Owner, for themselves, their heirs, successors in title and assigns, acknowledge that the Association is approving the Alteration, but the Association is in no way endorsing or advising as to the Alteration and makes no representations on what ramifications of such Alteration may be in the future, and neither the Association nor the Board of Directors certifies the safety or integrity of the Alteration, compliance with any Building, Zoning, health, safety, electrical or similar code or standards by its approval of any matter contemplated by the Alteration and additional approval(s) must be separately obtained, if applicable, from all necessary agencies by Owner. Neither the Association, nor its officers, directors, agents, committees assume nor shall have, and Owner hereby for themselves, their heirs, successors in title and assigns, hereby expressly waive any and all claims and releases the Association and its directors, officers and agents from any liability for the approval or for death or injuries to persons or damage to any property whatsoever arising from the approval, construction, use or existence of the Alteration or for loss to Owner or other lot owners in the Townhome Building or Association, economic or otherwise, arising from the approval, construction, use or existence of the Alteration.

9. Indemnification. To the fullest extent permitted by law, Owner, their heirs, successors in title and assigns, will forever indemnify and hold harmless the Association, its officers, directors, representatives, agents, employees, members, and all other lot owners in the Townhome Building and Association and the tenants, guests and invitees of all other lot owners in the Townhome Building and Association from and against any and all liability (including statutory liability), claims, suits, liens, judgments, damages, losses and expenses, including reasonable attorneys' fees and all court costs (including attorneys' fees and court costs incurred on appeal), arising or alleged to have arisen in whole or in part and in any manner from injury and/or death of person or damage to or loss of any property resulting, arisen or alleged to have arisen from the approval, construction, insurance, inspection, existence, maintenance, repair replacement, care, removal or reinstallation of the Alteration.

10. Run with the Land. This Agreement shall run with the land and be binding upon all future owners of the Lot.

11. Lien Rights. The Association may enforce the Owner's obligations hereunder for the payment of costs of installation, operation, maintenance, repair, insurance, and removal of the Alteration by a right of lien upon the Lot of equal dignity to the assessment lien created by the Declaration, and enforceable in the manner provided therein.

12. Miscellaneous. The parties hereby expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida, and that in the event that any clause or provision of this Agreement is deemed invalid, the enforceability of the remaining provisions of this Agreement shall not be affected.

Signed, sealed and delivered

CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC.

in the presence of:

(Sign - Witness 1)

By:

(Sign)

(Print - Witness 1)

(Print)

(Sign - Witness 2)

President, Cypress Ridge Community Homeowners Association, Inc.

(Print - Witness 2)

(Sign - Witness 1)

Attest:

(Sign)

(Print - Witness 1)

(Print)

(Sign - Witness 2)

Secretary, Cypress Ridge Community Homeowners Association, Inc.

(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ____ day of _____, 20____, by _____, as President, and _____, as Secretary, of CYPRESS RIDGE COMMUNITY HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification.

NOTARY PUBLIC

(Sign)

(Print)

State of Florida, At Large
My Commission Expires:

(Sign - Witness 1) Attest:

(Sign) OWNER

(Print - Witness 1)

(Sign - Witness 2)

(Print Name)

(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
_____ (Sign)

_____ (Print)

State of Florida, At Large
My Commission Expires:

(Sign - Witness 1) Attest:

(Sign) OWNER

(Print - Witness 1)

(Sign - Witness 2)

(Print Name)

(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this ____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
_____ (Sign)

_____ (Print)

State of Florida, At Large
My Commission Expires: