

## SADDLEBROOKE TWO VILLAS 35/35A

To Villas Homeowner:

You have recently expressed an interest in installing a solar system on your roof. The Villas Association has certain responsibilities for the roofs of the villa units and conditions related to the roofs. To meet its responsibilities, certain conditions related to solar installation may be required.

Portions of the Villas Permit and excerpts from the Villas' ARCHITECTURAL RULES, LANDSCAPING REGULATIONS AND GUIDELINES, are attached for your reference. You are responsible to understand all Villas', Saddlebrooke HOA 2, and Pinal County regulations and guidelines related to your permit request.

The term Villas' below refers to the Saddlebrooke Villas 35, 35A, Corporation. The term array refers to the solar product you have installed.

You may install solar on the roof of your villa with the following conditions:

- You acknowledge that in accordance with the Tract Declaration applicable to the Villas, the Association has the duty and responsibility to maintain and repair roofs and the exterior surfaces of the residences constructed on the Villas Lots, and that as an Owner you may not modify or make any changes to the exterior surfaces or roof of the residence without prior approval of the Association. Any expenses incurred by the Association from your wrongful acts or negligence related to exterior modifications or changes are your responsibility subject to the Association's lien rights and other enforcement action to collect such amounts.
- A properly completed Villas' permit request signed by you is required before any action may be taken. You will also need to obtain the proper Saddlebrooke HOA 2 permissions and permits and any Pinal County permits.
- Your permit request must be approved by the Board or its designated agent. This will allow your contractor to have access to the portion of the roof required for installation.
- The Villas' may require its contractor to review the proposed plans before approval. You are responsible for any costs related to the review.
- A roof inspection will be required after installation using the Villas' contractor at your expense.
- As part of the Association's ongoing roof maintenance and repair obligations, and included as part of the common expenses paid by your Association dues, your roof is inspected every other year by a Villas' contractor. Consequently, the Villas' contractor may require the solar array be removed in whole or in part for this inspection. You must arrange for your solar contractor to remove and reinstall said array, or any portion thereof, as required by the Villas' contractor before and after the inspection at your expense. The solar array, or any portion thereof, must be stored in your garage, or off site, until it can be reinstalled. After reinstallation, the Villas' contractor may perform a follow-up inspection to insure the roof has not been damaged or otherwise compromised during the reinstallation, and the cost of any such follow-up will be at your expense.

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- The Villas are currently on a plan to replace the underlayment on all villas by 2029. If the underlayment on your villa has not been replaced at the time of solar installation, the array will have to be removed and replaced as described above when the underlayment is replaced.
- Most of the villas share a roof with a neighbor. The solar array may not be attached to, or overlap, any portion of the roof which is part of the neighbors property.
- The Villas' has no responsibility for maintenance of the array or any damage to it for any reason.
- The insurance coverage provided by the Villas' covers your building as originally constructed. Your solar array would not be covered by the Villas' insurance. You will need to carry insurance for your array.
- In addition to the roof, there may be portions of the solar system requiring attachment to the outside surface of the Villa. You are responsible for the maintenance and repair of such other attached equipment at your expense once attached to the Villa. You are also responsible for any damage to the exterior of the Villa that occurs during the installation process. In the event that any equipment attached to the exterior of the Villa must be removed temporarily in order to facilitate and allow for the performance of the Associations' exterior maintenance and repair obligations, you must arrange for the necessary removal and reinstallation at your expense.