

APPENDIX A

**RENEWABLE ENERGY GENERATION DEVICE/ ENERGY EFFICIENCY MEASURE
INSTALLATION AGREEMENT**

This Renewable Energy Generation Device/Energy Efficiency Measure Installation Agreement (“Agreement”) is entered into this ____ day of _____, 20__ by and between Serenity Ridge Owners Association, a Colorado nonprofit corporation (“Association”) and _____ (“Owner”), the Owner/s of _____ in the Association. The legal description of this Unit is attached and incorporated by this reference as Exhibit 1.

Owner has requested that the Association authorize installation of the following-described Renewable Energy Generation Device and/or Energy Efficiency Measure (“Device”):

Owner proposes to install the Device in the location specified on the attached Exhibit 2.

In exchange for the Association’s approval of Owner’s application to install a Device, Owner agrees as follows:

1. Compliance with Policy. Owner has submitted an application to install a Device on or within the Owner’s Unit, or on or within Common Area, at the location described and/or depicted on Exhibit 2 which is attached to this Agreement and incorporated by this reference. Owner agrees to comply with the Association’s conditions of approval including but not limited to contractor qualifications, aesthetic provisions, design specifications, location and insurance requirements. Owner also agrees to comply with the Association’s Policy Regarding Renewable Energy Generation Devices (the “Policy”).
2. Installation. Owner agrees to engage the services of a duly licensed, registered and insured electrical contractor familiar with the installation and code requirements of such a Device, and agrees to obtain all necessary permits.
3. Costs, Maintenance, Repair and Removal. Owner agrees to be solely responsible for all costs related to the Device, including but not limited to all costs of installation, maintenance, operation, repair, modification, and removal. For example, Owner agrees to be responsible for any required restoration of any exterior areas or Common Areas disturbed by the installation such as the modification, repair, replacement or installation of electrical panels, roofing, landscaping, or any other areas maintained by the Association. In addition, if the Owner chooses, or is required by the Association, to remove the Device, the Owner agrees to be solely responsible for all costs of removal and complete restoration to their original condition of all areas maintained by the Association. The Owner agrees that the Device may be removed by the Association, at the Owner’s expense, if reasonably necessary or convenient for the repair, maintenance, or replacement of the Limited Common Area, Common Area or any other areas maintained by the Association. The Owner agrees that these costs shall be the Owner’s responsibility regardless of whether the Device is leased from or to any third party.

4. Insurance. If the Device is located on property which the Association is required to insure, Owner agrees to reimburse the Association for the actual cost of any increased insurance premium amount attributable to the Device. Owner also agrees to maintain liability insurance coverage for any claim related to the installation, maintenance, removal or use of the Device, if required the Association.

5. Repairs, Liability. Owner understands that the Association is not responsible for the maintenance or repair of the Device, and the Association is not responsible for any damages to the Device, regardless of whether those damages may be caused by the maintenance of any structure or area that the Association is responsible for maintaining or repairing. Further, the Association is not responsible for any damages caused by the Device to any Association property or the property of any third party. The Owner accepts full responsibility for all such repairs and damages and agrees to hold the Association, its Board, agents, contractors, and vendors harmless from any liability for those repairs and damages.

6. Succession. The obligations of this Agreement shall run with the land as long as the Device remains installed and shall bind Owner and his or her successors and assigns, and all future Owners who own the Unit described above.

7. Enforcement. In the event Owner fails to undertake any action required by this Agreement, or pay any costs incurred by the Association as described by this Agreement, Owner agrees that the Association may, after seven (7) days written notice, undertake the action and seek reimbursement from Owner. All expenses incurred in connection with any enforcement of this Agreement by the Association, including but not limited to court costs and attorney fees, shall be collectable from Owner as an Assessment. The Association shall have all authority set forth in the Association's Declaration, and pursuant to applicable Colorado law, to take any and all action necessary to collect these costs as delinquent Assessments.

8. Recording. Once the Association approves Owner's application to install a Device, Owner must submit this Agreement to the County of Arapahoe for recording, and provide a copy of the conformed document with recording number to the Association not later than fifteen (15) days after the Device is installed.

9. Termination. This Agreement will terminate automatically once the Device is removed and all costs owed under this Agreement, including but not limited to restoration following removal of the Device, have been paid by Owner.

10. Definitions. All terms not defined in this Agreement have the same meaning as in the Policy, and if not defined in the Policy, then have the same meaning as described in the Association's Declaration.

I/WE HAVE READ THIS AGREEMENT AND UNDERSTAND IT. SIGNED THIS
_____ DAY OF _____, 20 _____

OWNER/S:

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing was subscribed and sworn to before me this _____ day of _____,
20_____, by _____.

Witness my hand and official seal

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

EXHIBIT 1

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

EXHIBIT 2

DESCRIPTION/DRAWING OF THE LOCATION OF THE DEVICE

