

**TOWNES AT MIRADA**  
**COMMUNITY ASSOCIATION, INC.**

***ARCHITECTURAL REVIEW BOARD***  
***GUIDELINES & SPECIFICATIONS***

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**ACC APPLICATION**

An ACC request form must be completed by the homeowner and submitted to the Architectural Review Board (ACC) for project approval **BEFORE** any work commences.

Please refer to the Community Declaration for Towns at Mirada Article 12 “Use Restrictions” for a more complete description of the community’s requirements.

**To submit an application, follow the link here:**

**<https://mirada.breezehome.com/support/solutions/articles/66000517956-townes-at-mirada-arb-request>**  
**at mirada.breezehome.com.**

**Please complete the online ACC Project Request form and attach all documents to support your project request including a marked-up copy of your site survey showing the exact location and dimensions of the proposed improvement, vendor contract(s), design plans or sketches, pictures of proposed improvements, etc.**

**All projects must be professionally done or project the appearance of a professional installation.**

**Note:** All proposed projects must conform to all local Zoning and Building Regulations and you must obtain and forward all necessary permits, if requested, to the Association’s Management Company if your project is approved by the ACC.

**All projects must be commenced within 90 days and completed within 180 days of approval or your project application must be resubmitted, or an extension requested and granted by the ACC.**

The ACC shall consist of the Master Developer and/or builder until all new townhomes within the project have been completed or the Master Developer and/or builder elects to assign its ACC responsibilities to others.

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**FUNCTIONS OF THE BOARD**

1. Townhomes by virtue of their higher density will be subject to additional scrutiny to ensure that all exterior improvements, colors and landscaping are appropriate and compatible with adjoining neighborhoods and open spaces.
2. If conflicts arise between the submitted application and the Design Guidelines, the ACC shall have the sole discretion to interpret the standards and render a decision.
3. The ACC has the right to grant variances from the Design Guidelines in accordance with the Declaration of Covenants, Conditions and Restrictions (“CCR’s”).
4. The ACC has the right to monitor and oversee the design and construction process to ensure conformance with the approved plans and the standards set forth in the Design Guidelines.
5. The ACC shall review and respond to each submittal in writing. Unapproved submissions shall be returned to submitter for revision and re-submittal.

**DESIGN REVIEW SUBMITTAL REQUIREMENTS**

A complete project design submittal to the Architectural Review Board shall include the following:

- 1. A marked up copy of a scalable survey/site plan of the lot indicating the proposed improvements exact placement and dimensions.
- 2. One copy of a project plan showing existing and proposed landscape concept, walkways, fence, screening lighting, etc. Landscape plans must show all proposed new plantings and trees. The quantities and sizes of plant materials must be noted. Common names of all plant material must be indicated on the plans.
- 3. Color before photos showing the home at angles that include all proposed changes.

**MODIFICATIONS**

The Architectural Review Board (ACC) shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing structures in accordance with the CCR’s, and the Design Guidelines.

**ORDINANCE AND STANDARDS COMPLIANCE**

In the event of any conflict between the requirements of these Design Guidelines and the requirements of any public agency having jurisdiction over the project then the latter shall govern.  
Any changes required to comply with applicable municipal codes that are subsequent to the ACC’s final approval must be resubmitted to the ACC for its approval. The committee may request a meeting to discuss modifications of the drawings or the specifications.

**TREE PRESERVATION**

No trees greater than 4 inches in diameter at breast height may be removed without the express written approval of the Architectural Review Board. Locations, sizes, and species of all existing trees must be shown on lot surveys and building site plans submitted for design review. Pasco County's tree preservation ordinance must also be followed.

**DECKS AND PATIOS**

**DECKS AND PATIOS ARE NOT PERMITTED TO BE ADDED AT TOWNES AT MIRADA.**

**POOLS, SPAS AND HOT TUBS**

**POOLS, SPAS AND HOT TUBS ARE NOT PERMITTED AT TOWNES AT MIRADA.**

**SCREENED REAR LANAIS**

Screening of existing rear lanais and/or rear balcony lanais shall be constructed with charcoal screen material and bronze frames. Mill-finish aluminum, white frames and black frames are not permitted. Screening of front lanais, balconies or entryways is prohibited. Kickplates are recommended on screen enclosures, but not

required, however the Association landscaping vendor does not accept responsibility for screen damage during regular maintenance. Patio extensions with screened enclosures are not permitted.

**GUTTERS**

The gutter color must substantially match the color of the fascia where they are installed and the downspouts color must substantially match the trim or body color of the house where they are installed.

**DRIVEWAYS**

Driveways are the maintenance, repair and replacement responsibility of the townhome owner.

All driveway surfaces may be broom-finished concrete, interlocking brick pavers, or stamped concrete. No mulch or blacktop asphalt driveways will be allowed. Approval of brick paver or stamped concrete driveway is contingent upon design and material approval.

**DRIVEWAY EXTENSIONS ARE NOT PERMITTED IN TOWNES AT MIRADA.**

**WALKWAYS AND SIDEWALKS**

Entry walkways to townhomes must commence at the driveway and terminate at the front door/entryway and not terminate at a public sidewalk. It shall be the responsibility of the townhome owner to properly maintain, repair and replace the walkways located within their property lines and the public sidewalk abutting their lot.

**GARAGE DOORS**

Garage doors shall be maintained, repaired and replaced by the townhome owner. Garage doors must be replaced with the same style garage door as originally installed. Screens and or nets may not be installed over or behind the garage door. The garage door must be kept closed at all times when the garage is not in use.

**PARKING**

No on-street parking on any roadways is permitted. No vehicles may be parked on any portion of the lot except on the paved driveway or in the garage. Exterior parking pads constructed of any material, whether in front yards, side yards or rear yards are strictly prohibited.

**PROHIBITED VEHICLES**

No commercial vehicles, except those present on business, or recreational vehicles as detailed in Article 12.4.3 of the Association’s Declaration shall be parked on any part of the Property. For purposes of this provision, “commercial vehicles” shall mean cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business rather than personal purposes.

Commercial Vehicles, trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles or other prohibited vehicles may only be kept within the townhome community if parked or stored completely inside a garage with the door closed.

**MAILBOXES, LAMPOSTS AND HOUSE NUMBERS**

The United States Postal Service will provide delivery of mail to a centrally located kiosk with a cluster of individual mailboxes. No mailboxes or lampposts may be installed on any lot.

A house number must be located on each townhome in accordance with Pasco County ordinances and must be maintained, repaired and replaced by each townhome owner.

**LANDSCAPING**

Landscape Architecture of each townhome site is extremely important for the maintenance of a visually attractive community and investment protection of the homeowners. To ensure the overall beauty of the community, the ACC has the authority to approve or disapprove landscape plans for the townhome lots.

**THE TOWNES AT MIRADA COMMUNITY ASSOCIATION IS RESPONSIBLE FOR MAINTAINING THE ORIGINAL BUILDER INSTALLED LANDSCAPING AND GRASS, AND ANY NECESSARY REPLACEMENTS OF ORIGINALLY INSTALLED LANDSCAPING ON THE TOWNHOME LOTS TO THE EXTENT REQUIRED IN ARTICLE 10.2 OF THE ASSOCIATION’S DECLARATION. ALL OTHER LANDSCAPE REPLACEMENTS ON THE LOT ARE THE RESPONSIBILITY OF THE TOWNHOME OWNER.**

**ANY ADDITONAL LANDSCAPING ADDED BY THE TOWNHOME OWNER, IF APPROVED BY THE ACC, WILL BE THE SOLE MAINTENANCE RESPONSIBILITY OF THE TOWNHOME LOT OWNER ON WHOSE LOT THE ADDITONAL LANDSCAPING IS INSTALLED PURSUANT TO THE PROVISIONS OF ARTICLE 10.2.3 OF THE ASSOCIATION’S DECLARATION.**

It is the intent of the ACC to promote the use of mature landscape materials in sufficient abundance to establish aesthetically pleasing neighborhoods. The use of such materials provides Townes at Mirada with the appearance of an established, enduring community. In addition, Pasco County and the Southwest Florida Water Management District promote the use of Xeriscape-type or "Florida Friendly Landscapes". These are "quality landscapes that conserve water, protect the environment, are adaptable to local conditions and are drought tolerant."

The ACC reserves the right to review all landscape plans and quantities to verify compliance with the intent of this provision.

**Trees**

The quantities of canopy trees and under-story trees are based upon the standard lot size within a neighborhood.

The minimum size for replacement canopy trees is 4-inch caliper, 12-foot to 14-foot height (minimum) by 5-foot to 6-foot spread (minimum) with a full canopy and straight trunk. Understory trees shall be 10 feet to 12 feet in height by 5-foot to 6-foot spread typical, however additional trees or smaller accent trees may be approved by the ACC upon review of the Landscape Plan. Trees shall be measured for caliper size six inches (6") above finished grade.

**Street Trees**

Street trees shall be at a minimum size of 3-inch caliper, 12-foot height (minimum) and 6-foot spread (minimum) with a full canopy and straight trunk. No low forks will be accepted on street trees. There shall be no tolerance with regard to under sizing street trees. Undersized trees shall be removed and replaced as required by the ACC. Trees shall be measured for caliper size six inches (6") above finished grade. Street trees MAY NOT BE REMOVED. Street trees may be replaced but MUST be one of the following: Winged Elm, Eagleston/Dahoon Holly, Florida Maple or Southern Magnolia.

**Tree Removal**

No existing trees greater than four (4) inches in diameter at breast height shall be removed or cut without the approval of the ACC. Tree removal permits must be obtained in accordance with Pasco County regulations.

**Mulch & Rocks**

Mulch should be brown pine bark and installed at a minimum of a 3" layer. River rock is defined as round stone in earth tones such as tans and browns no smaller than 1 inch in diameter and no larger than 8 inches in diameter. **White stone of any kind is not permitted.** If changing from mulch to rock, an ACC application must be submitted for approval.

**Prohibited Plant Material**

The following trees and shrubs are prohibited in Townes at Mirada:

PROHIBITED PLANT MATERIAL	
<u>Botanical Name</u>	<u>Common Name</u>
Casuarina equisetifolia	Australian Pine
Melaleuca leucadendron	Punk Tree
Schinus terebinthifolius	Brazilian Pepper
Melia azedarach	Chinaberry
Dalbergia sissoo	Rosewood
Fruit Trees	

**Other prohibited species**

Any exotic flowering tree or exotic palm that is not cold tolerant. Such species may be allowed if it is placed in a portable container to be transported indoors by the homeowner during inclement weather.

**IRRIGATION SYSTEMS & MAINTENANCE**

The Townes at Mirada Community Association is responsible for regular operation & maintenance of the irrigation system on the townhome lots. Irrigation maintenance includes, but is not limited to, resetting the automatic controller according to the season; cleaning irrigation filters, adjusting and repairing irrigation equipment to ensure that the efficiency of the system is maintained. Townhome owners may not turn off, change the watering schedule, tamper with, or otherwise adjust the irrigation system in any way.

**EXTERIOR LIGHTING**

Any exterior house lighting for aesthetic purposes shall generally be kept close to the exterior wall of the house or in the landscape beds. Lighting fixtures shall be carefully oriented to avoid directing light towards adjacent property or into adjacent homes and the street. No light trespass will be permitted onto adjacent properties. No colored light sources shall be allowed unless seasonal or temporary in nature.

**DEVELOPER AND BUILDER INSTALLED FENCING AND WALLS**

Fences installed by either the developer or builder that separate adjoining lots are the joint maintenance, repair and replacement responsibility of the townhome owners of the adjoining lots separated by the fencing.

Fences installed by either the developer or builder that separate a townhome lot from common areas are the repair and replacement responsibility of the association. The maintenance responsibility, (i.e. cleaning, mold

and mildew removal, etc.) of the side of the fence facing the townhome lot is the responsibility of the owner of the townhome lot.

Walls installed by either the developer or builder that separate a townhome lot from common areas or the community boundary are the repair and replacement responsibility of the association. The maintenance responsibility, (i.e. cleaning, mold and mildew removal, etc.) of the side of the wall facing the townhome lot is the responsibility of the owner of the townhome lot.

**EQUIPMENT SCREENING**

Water softeners, sprinkler controls and other similar utilitarian devices must be fully screened from view and not visible from roadways, adjoining units or common areas. Screening or buffering may be accomplished using landscape materials of sufficient number, height and bulk and to achieve 100% opacity.

Air conditioning and Split A/C units shall also be shielded and hidden so that they are not readily visible from the common areas or adjacent townhomes. No window or through-wall air conditioning units shall be installed in any residential unit.

**FENCING**

**THE TOWNES AT MIRADA COMMUNITY ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE TOWNHOME LOTS, AND TO MAINTAIN A NEAT AND CONSISTENT APPEARANCE WITHIN THE TOWNHOME COMMUNITY, FENCES ARE NOT PERMITTED ON TOWNHOME LOTS OTHER THAN FENCES THAT HAVE BEEN ERECTED BY EITHER THE DEVELOPER OR BUILDER.**

**PROHIBITED ITEMS**

**PLAY EQUIPMENT, TRAMPOLINES, BASKETBALL GOALS, AND SHEDS ARE NOT PERMITTED IN TOWNES AT MIRADA.**

**ANTENNAS & SATELLITE DISHES**

All exterior antennas and all satellite dishes in excess of one meter in diameter are prohibited in Townes at Mirada. For satellite dishes measuring less than one meter in diameter, prior to installation homeowners shall submit detailed plans for review and approval. Plans of all proposed installations shall be properly scaled and dimensioned. The ACC approval shall be consistent with FCC rules implementing Section 207 of the Telecommunications Act which will guide the ACC in planning and reviewing the siting of all satellite dish and microwave antenna installations, and to assure the safest possible location and operation of satellite dishes while preserving and enhancing reasonable and consistent aesthetic standards.

**CLOTHES DRYING APPARATUSES**

**Clothes drying apparatuses are permitted only to the extent required by Florida Statutes, Title XI, 163.04.**

All clothes drying devices shall be totally contained within the boundaries of, and must be installed in the rear lanai only, so as not to be seen from adjoining units or street. All devices must project the appearance of a professional installation. All devices shall be specifically manufactured to dry clothes or be used as a clothesline. When NOT in-use, the device/clothesline must be stored in the closed position. All devices must be a commercially manufactured product, and not a homemade version.



**FLAGS, BANNERS AND FLAGPOLES**

The only flags permitted at Townes at Mirada are the following flags as specifically permitted in Florida Statute 720.304(2)(a)&(b). All other flags and/or banners are strictly prohibited.

**Portable Flags**

Townhome owners may display up to two of the following: a portable, removable United States flag or official flag of the State of Florida in a respectful manner on their unit, a portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, POW-MIA or a First Responder flag, (including law enforcement officer, firefighters, paramedics, or emergency medical technicians, correctional officers, 911 public safety telecommunications, nurses, and those participating in a search and rescue program developed by the Division of Emergency Management and federal law enforcement officers.)

**Permanent Flagpole & Flags**

Townhome owners may erect a freestanding ground installed flagpole no more than 20 feet high on any portion of the lot, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon any easements. Townhome owners may further display in a respectful manner from that flagpole, up to two of the following: a United States flag or official flag of the State of Florida in a respectful manner, an official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Space Force, Coast Guard, POW-MIA or a First Responder flag, (including law enforcement officer, firefighters, paramedics, or emergency medical technicians, correctional officers, 911 public safety telecommunications, nurses, and those participating in a search and rescue program developed by the Division of Emergency Management and federal law enforcement officers.)

The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

All flags must be clean and not frayed or faded.

**SIGNS**

No sign, banner, advertisement, or other lettering shall be exhibited or displayed on any lot in Townes at Mirada.

**HOLIDAY DECORATIONS**

Holiday decorations may be installed the week prior to Thanksgiving but may not be illuminated until the evening thereof. Illuminations may not be used after January 7th and decorations must be removed by January 15<sup>th</sup>.

Other holidays may be celebrated with decorations and illuminations which can be installed one week prior to the event. Illuminations may not be used after the event and decorations must be removed within one week after the event.

**TRASH CONTAINERS**

All trash containers shall be stored inside the garage. Containers are only permitted in the front yard at the end of the driveway on collection day.

**HURRICANE SHUTTERS**

Hurricane Shutters are permitted but must be of a style that is fully removable from the house when not in use. All shutter installations must be professionally done. The townhome unit owner is responsible for ensuring all permits required by the county are obtained and forward a copy to the ACC along with the project plans and a site survey clearly marked showing the locations of the proposed installations. All permanent non-removable portions of the hurricane shutter system require prior written approval from the ACC and must match the color of the trim or house and be of a neutral color.

**PREPARATIONS FOR INCLEMENT WEATHER**

At times, the National Weather Service will issue alerts and warnings for our area regarding tropical storms or hurricanes. Residents are urged to take all possible precautions to secure homes and property. Many local publications are available providing checklists and information for hurricane preparedness.

Storm shutters may be installed on your unit once a tropical storm or hurricane watch has been issued for our area by the National Hurricane Center. The timing is based upon the National Weather Service or Hurricane Center’s projected time of arrival of the storm. Shutters must be removed within five (5) days after a tropical storm or hurricane has passed through the area.

**EXTERIOR SECURITY SYSTEMS**

With the exception of ring doorbell cameras, all security cameras must receive prior written approval from the ACC. Cameras must be placed so as not to view adjoining lots or units. Security lighting must be installed in such a manner as to not light neighboring lots or shine into windows of neighboring units. Motion detectors must be placed so they do not trigger with movement on adjacent lots or units. Security lighting must be motion activated only and not permanently illuminated. Visible hardware must be painted the same color as the location on which it is installed. All projects must be professionally done or project the appearance of a professional installation.

**EXTERIOR TOWNHOUSE PAINTING**

The Townes at Mirada Community Association is responsible for periodic painting of the townhome exterior. Townhome owners are responsible for touching up damaged areas of their units or areas where repairs have been made between the periodic paintings by the Association at the townhome owner’s expense.

Colors must exactly match the existing color scheme of the townhome. No change of color is permitted on any portion of the townhome including doors, garage doors, window shutters and lanais. Color codes for the existing paint colors are available through the Association’s Management Company.

**PROPANE TANKS**

The installation of propane tanks is subject to approval of the ACC. All propane tanks must be buried.

Generally, all propane tanks shall be buried in front or rear yards. If space does not permit a front yard installation, a rear yard installation must be done. The townhome owner and vendor are responsible for contacting the utility-locating service prior to digging. Tanks must be located outside of easements and any gauges or other devices appearing aboveground must be screened in the front and on the sides by landscaping. The townhome owner shall be responsible for any damage to streets, sidewalks, landscaping or irrigation systems, and underground utilities, i.e. electric lines, telephone lines, cable television lines, potable water lines, reclaimed water lines, sanitary sewer lines, storm sewer lines and inlets during installation of tanks or during gas delivery or servicing of tanks.

The townhome owner shall be responsible for any surcharges imposed by any utility company due to the installation of propane gas service to the home. The townhome owner is responsible for contracting with reputable, insured propane gas companies.

### **TEMPORARY STORAGE CONTAINERS**

No temporary utility or storage shed shall be permitted without prior written approval from the ACC.

### **LEASING OF UNITS**

Leases must be for the entire home. Individual rooms within a home may not be rented or leased. Air B&B or other types of short-term rentals are strictly prohibited.

All lease agreement shall be in writing. A copy of the lease agreement shall be provided to the Association.

No lease agreement may be for a term less than six (6) months.

## **SOLAR PANELS ON TOWNHOME LOTS**

- 1.1 Nothing in these Community Standards or the Declaration shall be deemed to prohibit the installation of solar collector panels on Townhome Lots or Villa Lots (referred to in this Section as “**Solar Panels**”); provided, however, such devices shall be installed only as approved by the ACC and in accordance with these Community Standards. In the event of a direct conflict between the provisions of this Section and any other Sections of these Community Standards, this Section shall govern. Solar Panels are permitted on the roof of a Home located on a Townhome Lot or Villa Lot, subject to the Community Standards and the following provisions:
- 1.2 Location and Specifications. Solar Panels serving a Home must be solely located on the roof of such Home within the boundary of the Townhome Lot or Villa Lot, and may not extend to or otherwise impact any adjoining Home’s roof. All exterior conduits must be painted the same color as the color of the Home and all equipment/electrical boxes associated with such Solar Panels must be painted the same color as the Home and screened from street view by using appropriate landscape materials. This Section is subject to the provisions of Section 163.04, Florida Statutes (2023).
- 1.3 Assumption of Roof Maintenance and Repair Obligations. Notwithstanding anything contained herein to the contrary, in the event the Owner of a Townhome Lot or Villa Lot desires to install Solar Panels on the roof of the Home, then such Owner shall be solely responsible for the maintenance and repair of such roof, and there shall be no abatement or reduction in such Owner’s Service Area Assessments or any abatement or reduction in Reserves (if any). Further, and specifically notwithstanding any obligation of the Association to maintain the roof of the Home pursuant to Section 10.8 above, the Owner of the Townhome Lot or Villa Lot proposing the installation of the Solar Panels, for itself and on behalf of its successors in title and any future record title owner of the Home, hereby acknowledges, accepts, and assumes the perpetual responsibility for prompt and adequate maintenance and repair of all portions of roof of the Home in a good, habitable, safe, attractive, and clean condition, at the record title owner’s sole cost and expense, and regardless of the circumstances or event which necessitates the performance of such maintenance or repair. Without limiting the foregoing, such Owner shall be perpetually responsible for all shingles, roof tiles, and roof decking, and also responsible for all utility facilities and installations necessitated for the installation, operation, maintenance, or repair of the Solar Panels, including but not limited to electric lines, cables, conduits, or other equipment or apparatus related to the Solar Panels. The Owner shall immediately and properly correct any condition associated with the roof or Solar Panels which would, if left uncorrected, reasonably be expected to cause any damage to any other adjoining Townhome Lot or Villa Lot or create a condition that is potentially hazardous. Nothing herein shall obligate the Association to inspect the Solar Panels or roof upon which they are located, 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. In the event the roof or any component thereof is not repaired or maintained by the Owner pursuant to this paragraph, the Association may, but shall not be obligated to, repair and maintain such roof on behalf of the Owner, and the costs and expenses of such maintenance and repairs shall be assessed against the respective Lot as an Individual Assessment.

- 1.4 Replacement of Roof; Removal of Solar Panels. In the event the Association replaces the entire roof on a building associated with attached Homes on adjoining Townhome Lots or Villa Lots (referred to in this Section as a “**Townhome Building**”), the Association shall also replace the roof on any Home(s) which contain Solar Panels. Prior to such time as the Association commences construction work for such roof replacement on the Townhome Building (and no later than fifteen (15) days after written notice from the Board), the Owner of any Home upon which there are Solar Panels installed shall promptly remove the Solar Panels (and shall be responsible for all costs necessitated thereby) until such roof replacement work by the Association is complete. Further, each record title owner of a Home upon which Solar Panels are installed hereby acknowledges and agrees that the roof upon such Home 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, and/or alteration of the roof or other portions of the Townhome Building. In such event, the Owner of the Home upon which there are Solar Panels installed shall, at such Owner’s sole cost and expense, within fifteen (15) days after written notice from the Board, remove the Solar Panels until such inspection, maintenance, repair, replacement, and/or alteration work by the Association is complete. In the event any Owner fails to comply with this Section, the Board shall have the right, at its sole reasonable discretion, to remove the Solar Panels without the approval of Owner for same, and such Owner shall be solely responsible for the storage and re-installation of the Solar Panels, and the Owner also expressly acknowledges that re-installation after such removal may not be practical or possible. Further, such Owner shall be obligated to reimburse the Association for any costs incurred by the Association in connection with such removal, and the Association shall have the right to charge the Owner an Individual Assessment for same. In addition, in the event the Owner fails to promptly remove such Solar Panels as required hereunder within fifteen (15) days after written demand from the Board, Owner shall be responsible for all costs and expenses incurred by the Association as a result of delayed performance of any required inspections or work upon the roofs. No later than fifteen (15) days after the applicable inspections and/or work by the Association is complete, the Owner shall either complete the re-installation of its Solar Panels on the roof (at such Owner’s sole cost and expense) in accordance with this Section, or notify the Association in writing that the Owner no longer desires to use such Solar Panels (in which event such termination of use shall be governed by the paragraph titled “Termination of Use and Removal of Solar Panels” below, and such Owner shall remain responsible for the maintenance and repair of the roof until such time as the Association replaces the entire roof of the Townhome Building). The Association, its Contractors and agents, shall not be liable for any damage to the Solar Panels arising out of the Association’s removal of the same, and each Owner expressly waives and releases the Association, its officers, directors, agents, Contractors, and employees from all liability for damages associated with the inspection, removal, or reinstallation of the Solar Panels pursuant to this paragraph.
- 1.5 Installation of Solar Panels. The Owner of the applicable Townhome Lot or Villa Lot shall commence and complete the installation of the Solar Panels at such Owner’s sole cost and expense and with reasonable diligence, safety, and expediency. The Owner shall comply with all applicable construction laws, ordinances, regulations, governmental authorities, building codes, and the Governing Documents (including the Declaration and these Community Standards). The Owner shall, at such Owner’s sole cost and expense, obtain any and all permits and inspections required by any and all applicable codes, ordinances, statutes, regulations, and/or governmental agencies with respect to such Solar Panels, and pay all costs and fees associated therewith. The Owner proposing the installation of the Solar Panels shall utilize only qualified and properly licensed and registered roofing contractors that are familiar with the installation and core requirements of solar panels/collectors for the installation, maintenance, repair, removal, replacement, care, and preservation of the Solar Panel. Prior to commencing any installation of Solar Panels, the Owner shall ensure that all contractors carry appropriate insurance with the minimum requirements required and established by the Board from time to time, and which shall include, at a minimum (a) Worker’s Compensation 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.

- 1.6 Owner to Bear Expenses. With respect to any Home on a Townhome Lot or Villa Lot for which Solar Panels are installed (or for which Solar Panels are proposed by the Owner to be installed on such Home), the Owner of such Home shall at all times be solely responsible for all costs and expenses incurred in connection with the Solar Panels. Such Owner shall ensure that the Solar Panels do not cause any damage to the adjoining Home(s) or any other portions of the Townhome Building. The Owner of such Home containing the Solar Panels shall have full and complete responsibility (at such Owner's cost) for immediate repair or replacement of any portion of the Townhome Building, including adjoining Homes, that may be damaged and/or destroyed by the Solar Panels, regardless of whether such damage is caused directly by the Owner or by a contractor or agent of the Owner, and including any damage that is difficult to detect and which may result in unforeseen damage to portions of the Townhome Building. The Owner of the Home containing the Solar Panels shall be solely responsible for any damage 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 Solar Panels. WITHOUT LIMITING THE FOREGOING, SUCH 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, REMOVAL, OR REPLACEMENT OF THE SOLAR PANELS.
- 1.7 Impact on Roof Warranty; Contractor Integrity Warranty. EACH OWNER IS SOLELY RESPONSIBLE FOR CONFIRMING WHETHER THE INSTALLATION OF SOLAR PANELS MAY VOID OR IMPACT ANY ROOF WARRANTY APPLICABLE TO SUCH OWNER'S HOME AND/OR TOWNHOME BUILDING. EACH 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, REMOVAL, OR REPLACEMENT OF THE SOLAR PANELS. Further, in connection with any installation or repair of the Solar Panels, the Owner shall require the Contractor performing such installation or repair work on the Solar Panels to provide a warranty or guarantee which guarantees roof integrity or otherwise warrants against damage to the roof of the Townhome Building or other components of the Townhome Building for which the Association has maintenance, repair or insurance obligations, including, but not limited to roof penetrations caused by the Solar Panels. Such warranty or guarantee provided by the Contractor performing installation or repair work on the Solar Panels shall either name the Association as a beneficiary thereof, or shall be issued directly in the Association's name or in such other manner sufficient for the Association to be able to make a claim on such warranty or guarantee. A copy of such warranty or guarantee shall be provided to the Board, and in addition the ACC may require a copy of such warranty or guarantee in advance of approving any application for initial installation of Solar Panels.
- 1.8 Owner's Additional Insurance Obligations. With respect to any Home on a Townhome Lot or Villa Lot for which Solar Panels are installed (or for which Solar Panels are proposed by the Owner to be installed on such Home), notwithstanding anything contained in the Declaration or elsewhere in these Community Standards, the Association shall have no obligation either to insure the Solar Panels as part of the Association's insurance policy (if any) or to reconstruct or repair any portion of the Solar Panels in the event of a property loss. Further, the Owner of such Home shall obtain hazard and liability insurance relating to the Solar Panels. Such Owner shall, within no later than ten (10) days after receiving approval of the ACC for installation of the Solar Panels, and at reasonable periods of time thereafter as requested by the Board in its discretion, provide to the ACC and/or the Board (as applicable) 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, operation, existence or use of the Solar Panels, as well as the endorsement reflecting same. Notwithstanding the foregoing, and in addition to the Owner's obligations to obtain insurance as provided in this Section, the Owner of a Home upon which Solar Panels are installed shall reimburse the Association for the cost of any increased insurance premium amount incurred by the Association that is attributable to the Solar Panels within ten (10) days after receiving an invoice from the Association therefore. In the event an Owner fails to timely pay such increased insurance premium amount, the Association may assess the costs for same against such Owner's Townhome Lot or Villa Lot as an Individual Assessment.

- 1.9 Release of Liability; Indemnification. Notwithstanding any approval by the ACC or Board with respect to Solar Panels, neither the ACC nor the Board is in any way endorsing or advising as to the Solar Panels, and the ACC and the Board make no representations whatsoever as to ramifications of such Solar Panels now or in the future. Neither the Association nor the Board nor the ACC certifies the safety or integrity of the Solar Panels, compliance with any laws, code, or building standards. Each Owner, by acceptance of a deed to a Lot, hereby expressly waives any and all claims and releases the Indemnified Parties from any liability for injuries to persons or damage to any property whatsoever arising from the installation, maintenance, operation, existence, or use of the Solar Panels or for loss to Owner or other Owners of Homes in the Townhome Building, economic or otherwise, arising from the installation, maintenance, operation, existence, or use of the Solar Panels. Further, the Owner of the Home containing the Solar Panels shall forever indemnify and hold harmless the Indemnified Parties and all other Owners of Homes in the Townhome Building from and against any and all actions, injury, claims, loss, liability (including statutory liability), suits, liens, judgments, damages, costs, and expenses of any kind or nature whatsoever (including for attorneys' fees, paraprofessional fees, and costs at trial and upon appeal), incurred by or asserted against any of the Indemnified Parties or against any Owners of adjoining Homes in the Townhome Building from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Solar Panels, including, without limitation, installation, maintenance, operation, existence or use of the Solar Panels.
- 1.10 Termination of Use and Removal of Solar Panels. In the event the Owner decides there is no longer a need or desire for the Solar Panels, the Owner shall remove the Solar Panels and promptly restore the Home and shall be responsible for all costs necessitated thereby. Upon any such removal, the Owner shall provide written notice to the Association of same. The Owner shall remain responsible (at such Owner's sole cost and expense) for the maintenance and repair of such roof where the Solar Panels were previously located until such time as the Association replaces the entire roof of the Townhome Building. After such time as the Association replaces the entire roof of the Townhome Building, the Association shall resume responsibility for maintenance, repair, and replacement of the roof in accordance with the Declaration.