

1.1 Solar Panels on Townhome Lots and Villa Lots. 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:

1.1.1 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).

1.1.2 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.

1.1.3 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.

1.1.4 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.

1.1.5 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.

1.1.6 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.

1.1.7 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.

1.1.8 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.

1.1.9 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.