

**Amber Estates Condominium Association, d/b/a Reflection Lake Condominium
Association Energy Policy for Co-owner Installation of Energy-Saving
Improvements or Modifications, Solar Collectors, Solar Storage Mechanism, and
Solar Energy Systems**

Adopted by the Board of Directors June 17, 2025

Effective June 17, 2025

Purpose

This policy establishes the requirements for the Co-owners in the Amber Estates Condominium Association d/b/a Reflection Lake Condominium Association (Condominium Association) to install energy-saving improvements or modifications that comply with all local, state, and federal laws and regulations. It also outlines the Co-owner's responsibilities for maintaining, repairing, and replacing such improvements and addresses liability for any damages to common elements or other units.

Scope

This policy applies to all Co-owners within the Condominium Association and pertains to any energy-saving improvements or modifications they wish to install in their individual units. This includes, but is not limited to, the installation of energy-efficient lighting, HVAC systems, energy-efficient windows and doors, insulation, and solar collector panel installations.

The replacement, maintenance, installation, or operation of an energy-saving improvement or specification, or the installation of a solar energy system, is not permitted in any general common area or on a shared roof.

Definitions

- **Energy-Saving Improvement or Modification:** Modifications or new installations aimed at improving energy efficiency, such as LED lighting, high-efficiency HVAC systems, energy-efficient windows and doors, insulation, and water-saving fixtures. Attached to this policy are the definitions defined by the Homeowners' Energy Policy Act.
- **Common Elements:** For purposes of these policies, areas of the condominium property shared by all Co-owners, including but not limited to building exteriors, roofs, lobbies, hallways, driveways, and all areas outside the perimeters of the buildings and defined in the condominium master deed, are the general common elements. For purposes of these policies, the areas of the condominium property that are appurtenant to a unit or units when they are attached to or adjacent to or which they service and are limited in use to the owners of such unit or units or their designee and defined in the master deed are the limited common elements. Together, the general and limited common elements are defined as the common elements.
- **Unit-Specific Improvements:** Energy-saving improvements made within a Co-owner's individual unit that do not affect common elements or shared systems.

Policy Requirements

1. Compliance with Laws and Regulations for Energy-Saving Improvement or Modification, a Solar Collector, and a Solar Storage Mechanism

- For purposes of this policy, a solar collector and a storage mechanism are included in the energy-saving improvement or modification.
- All energy-saving improvements or modifications must conform to local, state, and federal building codes, energy-efficiency regulations, and safety standards.
- Co-owners must obtain any required permits or approvals from relevant federal, state, or local authorities before installation and provide proof of such permits to the Condominium Association if requested.
- Before installation or modification, the Co-owner must submit a detailed plan to the Board. The plan must include:
 - The proposed location of the energy-saving improvement.
 - Specifications of energy-saving improvement.
 - The method of installation.
 - Details on any electrical work or other modifications required.
 - Name and qualifications of the licensed contractor to be used for the installation.
 - Load or power flow analysis.
 - A battery charger or electric vehicle supply equipment shall be located in the garage or in an area approved by the association if a garage is not part of the limited common elements or unit. If a certified installer of a battery charger is available, a certified installer shall be used to install the battery charger. A smart battery charger shall be installed.
 - Rain barrel. A rain barrel shall be placed on a deck or patio limited common element, provided it is equipped with a system that either channels water directly from the gutter downspout into the barrel or diverts water from the gutter downspout into the barrel and includes an overflow mechanism that redirects excess water back into the downspout when the barrel is full.
 - Clothesline. Only a portable clothesline may be used, and it must be free-standing, not attached to the building. The clothesline should be placed exclusively on a rear deck or patio that is designated as a limited common element. Once the washed items are dry, the clothesline must be promptly removed.
 - Air source heat pumps may only be installed on designated limited common elements. Installation must be performed in a manner that ensures noise generated by the pump does not carry over to any adjoining limited common elements or residential units, preserving the quiet enjoyment of neighboring properties.
 - Ground source heat pump systems are prohibited from installation in the general common elements.

- Insulation may be placed in the perimeter walls and the attic. All insulation shall meet the International Energy Conservation Code minimum requirements when the insulation is installed.
- Insulation Materials. Insulation materials shall meet the minimum International Energy Conservation Code and International Residential Code performance or material requirements when the insulation materials are installed.
- Energy efficient windows must carry the National Fenestration Rating Council certification and the ENERGY STAR label.
- Solar water heaters shall not be placed on the roof or on general common elements and shall not detract from the aesthetics of the condominium project.
- Reflective roofing is not permitted.
- Shall comply with all construction codes, electrical codes, plumbing codes, and fire codes.
- Energy-saving improvement or modification not listed shall not be permitted unless in full compliance with the restrictions set forth in this policy, and not in or on the general common elements.
- The Co-owner shall bear all costs associated with the installation, maintenance, repair, and operation of the energy-saving improvement. These costs include but are not limited to:
 - Any upgrades or modifications to the electrical system or other systems.
 - Installation of a separate meter, if not separately metered before the installation.
 - Ongoing maintenance of energy-saving improvements.
 - Utility costs for electricity and other utilities used by the energy-saving improvement.
- The Co-owner is solely responsible for any damage to the common elements or other units that may result from the installation, use, maintenance, or removal of the energy-saving improvement. The Co-owner shall repair or replace any damaged common elements at their own expense to the satisfaction of the Association.
- The Co-owner must provide proof of adequate insurance coverage for installing and operating the energy-saving improvement. This insurance must cover any damage to the common elements or other units not covered by the Association's insurance policy.
- If the Association's insurance does not cover damage to common elements caused by the charging station, the Co-owner's insurance must provide adequate coverage. The Co-owner shall submit proof of insurance to the Board of Directors before installation and upon request thereafter.
- If the Co-owner sells their unit or no longer wishes to use the energy-saving improvement, they must remove it at their own expense and restore any common elements to their original condition, unless otherwise agreed upon with the Association.

- The use of energy-saving improvements may be subject to rules and regulations adopted by the Board of Directors to benefit other co-owners of the condominium project.

2. Solar Energy Systems

- A Co-owner who wants to install a solar energy system in the member's unit or in or on the common elements shall submit a written application to the homeowners' association. The written application required under this subsection must include all the following information:
 - The member's name.
 - The street address of the location where the solar energy system will be installed.
 - The name and contact information of the person who will install the solar energy system.
 - An image that shows the layout of the solar energy system on the member's home or unit.
 - An image that shows the layout of the solar energy system on the member's home or unit.
- The association will approve or deny the Co-owner's request to install a solar energy system within 30 days after the application is submitted. A Co-owner may submit a revised application if the original application is denied within 30 days after receiving notice of the denial. If an application is denied, a Co-owner may submit a new application at any time after the denial.
- Licensed and qualified contractors must perform all installations, and the Co-owner must ensure that the work complies with local and state regulations.
- The energy-saving improvements must not damage, modify, or interfere with the condominium's common elements or other Co-owners' property.
- Any standards for the installation of a solar energy system used by the association cannot reduce the estimated annual electrical production by more than 10% or increase the total installation cost by more than \$1,000.
- The Co-owner is fully responsible for the ongoing maintenance, repair, and replacement of any energy-saving improvements or modifications installed within or without their unit.
- If a Co-owner fails to perform necessary maintenance, repair, or replacement, the Condominium Association may perform or arrange for the work to be done. All costs associated with such work, including labor and materials, will be assessed to the responsible Co-owner.
- Any costs not paid by the Co-owner may result in the Condominium Association placing a lien on the unit. The lien will be enforced by the Condominium Association like any other assessment lien under the condominium's governing documents and applicable laws.

3. Compatibility with Architectural Design and Aesthetic Standards Architectural Harmony: Appearance of Installations

- Any exterior modification, such as the installation of energy-efficient windows or doors, must conform to the overall architectural design of the condominium and may require additional approvals from the Condominium Association.
- All energy-saving improvements and Solar Energy Systems must align with the surrounding common elements and structures' architectural style and color palette.
- Color and Design Requirements: Solar equipment (e.g., panels, mounting systems, wiring) shall be neutral in color, typically black, gray, or other colors, as specified by the Association's standards.
- Minimizing Visual Impact: Installations must be designed and placed to minimize visibility from common areas and neighboring properties in order to maintain the community's aesthetic integrity. If the Condominium Association permits energy-saving improvements or Modifications, such as a Solar Collector, solar storage mechanism, or solar energy system, in a common area, it should be discreetly ground-mounted and adequately screened by natural or artificial barriers.
- Compliance with the Rules and Regulations adopted by the Board of Directors regarding the appearance of the improvements.

4. Removal of an Energy Saving Improvement or Solar Energy System

- The Association may require a Co-owner to remove a damaged or inoperable Energy Saving Improvement or Solar Energy System. The removal will be at the expense of the co-owner.

5. Assessment and Lien Process

- If the Condominium Association undertakes maintenance, repair, or replacement of energy-saving improvements due to the Co-owner's neglect, all associated costs will be billed to the Co-owner.
- If the Co-owner does not pay these costs, the Association may place a lien on the unit for the unpaid amount. The lien may include interest, penalties, and legal fees incurred by the Association in recovering these costs.
- The lien will be enforced in accordance with the condominium's governing documents and applicable law, and the Co-owner may face foreclosure or other legal actions to recover the outstanding amounts.

6. Liability for Damages

- The Co-owner is fully liable for any damage to common elements, other condominium units, or other property resulting from installing, maintaining, repairing, or replacing their energy-saving improvements.
- Any damage caused by contractors or third parties hired by the Co-owner will also be the responsibility of the Co-owner.
- The Co-owner must promptly repair or pay for the repair of any such damages. Failure to do so may result in the Condominium Association performing the repairs,

with the costs assessed to the Co-owner as outlined in the “Assessment and Lien Process” section.

Process for Addressing Violations

1. Notice of Violation

- If the Condominium Association identifies any non-compliance with this policy, including failure to maintain improvements or repair damages, the Co-owner will receive a written notice of violation.
- The Co-owner will have 30 days to correct the violation or provide a plan for addressing the issue.

2. Remediation by the Association

- If the Co-owner fails to address the violation within the specified time, the Condominium Association may take steps to remedy the situation.
- Any costs incurred by the Association for the remediation will be assessed to the responsible Co-owner and may result in a lien as outlined in this policy.

Violation of Policy

Any policy violation is a default by the Co-owner and is subject to the remedies for default as set forth in Articles V and VII of the Condominium Bylaws.

Effective Date

This policy is effective as of June 17, 2025 and remains in effect until superseded or amended by the Board of Directors of the Condominium Association. The Association reserves the right to amend this policy at any time in accordance with the governing documents and applicable law. Any policy adopted by the Board of Directors of the Condominium Association may be amended or revoked by a two-thirds (2/3) majority vote of the Co-owners.