

**Cedar Hammock Golf and Country Club
Villas III Home Owners' Association**

Agreement for Solar Panel Installation

This Agreement is made effective this _____ day of _____ 20____ by and between Villas III at Cedar Hammock Association, Inc. ("Association"), a Florida not-for-profit corporation, and _____ owner of the Villa located at _____ Cordgrass Way, Naples, Florida ("Owner").

The Association is responsible for the operation, administration, and enforcement of the Declaration of Covenants and Restrictions for Villas in the Association and is the statutory agent of all owners of Villa units in the Association. The Association is responsible for the maintenance, repair, and replacement of the roofs of the Villas in the Association.

The Association's Board of Directors and ARC have approved the installation of solar panels, subject to the Owner's agreement to and the execution of, this Agreement. In consideration of receiving such approvals, and other good and valuable consideration, the Owner hereby agrees to the following terms and conditions for the installation of solar panels:

1. Owner agrees to be responsible for all the costs and expenses incurred in the installation and continued maintenance, insurance, repair, or replacement of the entire solar panel installation.
2. If Owner fails to maintain the solar panel installation in an acceptable manner, the Association shall give the Owner not less than thirty (30) days written notice to maintain or replace the solar panel installation to the Association's satisfaction. If Owner fails to do so, the Association shall have the right to have performed the required maintenance or replacement and Owner will be responsible for all expenses related to said maintenance or replacement.
3. Owner agrees that the Association has the right and authority to access or remove the solar panels, at Owner's expense, as necessary incident to the Association's duty of maintenance, repair or replacement of the Villa roof. The Association shall provide the Owner not less than thirty (30) days written notice, to allow the Owner time to have the solar panels removed, as necessary, to accommodate the Association's duties.

4. Owner agrees that upon change of ownership, the new Owner will be given the option of signing this agreement, or solar panels will be removed at Owner's expense. If the panels are moved, a roof inspection will be made at Owner's expense.

5. Owner agrees to be responsible for all costs and expenses regarding all damages, including but not limited to leaks or water intrusion, which are directly resulting from or affiliated with the solar panels. Any necessary repairs will be coordinated with the Association in insure full compliance with Association standards.

Owner and the Association agree to the terms and conditions specified above by signing and dating this Agreement below.

Owner: _____ Date: _____

Association: _____ Date: _____