

ROSSMOOR PARK OWNERS ASSOCIATION ELECTRIC VEHICLE CHARGING STATION RULES

Adopted: August 15, 2018

These Electric Vehicle Charging Station Rules (“EVCS Rules”) for the Rossmoor Park Owners Association (the “Association”) relate to the installation, maintenance, use, repair, removal, replacement and/or reinstallation of electric vehicle charging stations, systems and/or equipment, including, but not limited to, electric wiring and related components necessary to provide electricity sufficient to power electric vehicles (collectively “EVCS System”) installed by an Owner within the Project.

When adopted by the Board, these EVCS Rules will become part of the Homeowners’ Guidebook of Rules, Regulations and Procedures (the “Rules”).

It is the intent of these EVCS Rules to comply with all laws and regulations, both state and federal and, in particular, Civil Code Section 4745. In the event of any conflict between any provision of these EVCS Rules and any applicable statute, the terms of that statute shall prevail and supersede any contrary provision in these EVCS Rules.

The capitalized terms in these EVCS Rules shall have the meaning set forth in the Association’s Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership (the “CC&Rs”) and any amendments thereto.

“Civil Code” shall mean the California Civil Code as amended from time to time.

1. Introduction. These EVCS Rules are intended to comply with Civil Code Section 4745, which reflects the State of California’s policy of encouraging the use of EVCS Systems. It is the policy of the Association to comply with Civil Code Section 4745 by approving, whenever reasonably possible, applications for the installation of an EVCS System in the Common Area garage and carport.

2. Installation. The installation of an EVCS System is subject to the provisions of the Association’s Governing Documents, including, but not limited to, the CC&Rs and the Rules, as well as applicable law. An Owner who wishes to install an EVCS System is required to notify the Association, in writing, of the nature of the proposed work, and furnish such information and documentation as the Design Review Committee or Board requires, as outlined below. Except as modified by law, all relative provisions of the CC&Rs shall apply to the installation of EVCS Systems. An Owner who wishes to install an EVCS System must submit a written Property Improvement Application to the Design Review Committee, in care of the Association’s management company, and receive notification of Board approval **PRIOR** to the installation of any EVCS System. The following documents/information must be submitted to the Architectural Committee, in care of Association’s management company, in connection with the Owner’s request for permission to install an EVCS System:

- (a) Completed and signed Property Improvement Application;
- (b) Plans and specifications clearly indicating the location of the EVCS System, the brand or manufacturer, technical specifications and dimensions (i.e., nature, kind, shape, color, height, width, weight, materials, etc.), connection of the EVCS System to a separate subpanel or electrical circuit, installation of a separate meter, as well as structural requirements;
- (c) An acknowledgement satisfactory to the Association that the contractor installing the EVCS System has insurance coverage meeting the following minimums:
 - (i) Worker's Compensation with minimum coverage required by California law; and
 - (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000.00 and will provide satisfactory evidence to the Association that the Association is named as an additional insured under such policies;
- (d) An acknowledgement satisfactory to the Association that the applicant Owner will procure a homeowner liability insurance policy providing at least One Million Dollars (\$1,000,000) in coverage and will provide satisfactory evidence to the Association, within fourteen (14) days of the Association's approval of the Property Improvement Application for the installation of the EVCS System, that the Association has in fact been named as an additional insured under the Applicant Owner's homeowner liability insurance policy with a right of notice of cancellation; and
- (e) A fully executed and recordable EVCS Installation, Maintenance and Indemnification Agreement, in substantially the form attached hereto as **Exhibit "A"** and acceptable to the Association, binding Applicant Owner and his or her heirs, successors and assigns to:
 - (i) Indemnify and hold harmless the Association, its community managers, attorneys, and agents against all claims, liabilities, obligations and damages arising out of or related in any way to the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System;
 - (ii) Continue to maintain in effect the liability insurance and additional insured endorsement described in Section 2(c), above;
 - (iii) Be solely responsible for costs to repair any damage to the EVCS System, Common Area, Exclusive Use Common Area, or other individual Units resulting from the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System;
 - (iv) Be solely responsible for costs of installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System until it has been permanently removed and for restoration of the Common Area after permanent removal of the EVCS System;

- (v) Be solely responsible for costs of electricity usage associated with the EVCS System; and
- (vi) Be solely responsible to disclose to prospective buyers the existence of the EVCS System and the related responsibilities of the applicant Owner and subsequent Owners.

3. Decisions in Writing. As provided in Civil Code Section 4745(e), any decision on a proposed EVCS System installation must be in writing, and, if the proposed installation is disapproved, the written decision shall include both an explanation of why the Property Improvement Application was disapproved and a description of the procedure for reconsideration of the decision by the Board. Further, a Property Improvement Application for the installation of an EVCS System that is not denied in writing within forty-five (45) days from the date of receipt by the Design Review Committee shall be deemed approved, unless the delay is the result of a reasonable request by the Design Review Committee or the Board for additional information.

4. Appeals; Reconsideration by the Board. If a Property Improvement Application for the installation of an EVCS System is denied by the Design Review Committee, the Owner is entitled to reconsideration of the decision by the Board at an open Board meeting. Owners are responsible for confirming receipt of a request for reconsideration by the Board.

5. Installation Conditions.

- (a) Any installations of an EVCS System shall be performed by a qualified, licensed, and insured contractor meeting all the requirements set forth in the Board's written approval of the Property Improvement Application and otherwise imposed by the Association. Installations must be performed in accordance with the manufacturer's installation specifications and/or instructions. Installations must also be performed in accordance with all applicable governmental laws and regulations, including all building, fire, electrical, and related codes. An Owner may not install an EVCS System on his or her own.
- (b) Applicant Owner shall procure all required permits, authorizations, and approvals from municipalities or other jurisdictions before installing the EVCS System. A copy of any required permit(s) must be submitted the Association with the application for approval. A copy of final city inspection must be provided to the Association.
- (c) Prior to installation, applicant Owner shall provide the Board with satisfactory evidence that the contractor installing the EVCS System has insurance coverage that meets the following minimums: (i) Worker's Compensation with minimum coverage required by California law; and (ii) Contractor's General Liability (including completed operations) with policy limits of at least \$500,000.00. Applicant Owner shall also provide the Board with satisfactory evidence that the Association is named as an additional insured under the above policies.
- (d) Within fourteen (14) days of the Association's approval of the Property Improvement Application for the installation of the EVCS System and prior to installation, Owner shall provide the Association with satisfactory evidence that the

Association has been named as an additional insured under the Owner's One Million Dollars (\$1,000,000) homeowner insurance liability policy with a right of notice of cancellation.

- (e) All portions of an EVCS System shall be secured in a manner that does not jeopardize the safety or soundness of any structure or the safety of any person within the Project.
- (f) There shall be no penetrations into building structures, including, but not limited to, walls, windows, and roofs, unless it is necessary for the installation and operation of the EVCS System. Any penetrations for wiring or piping for an EVCS System shall be properly sealed and waterproofed in accordance with industry standards and applicable building codes in order to prevent moisture penetration and resulting structural damage.
- (g) The EVCS System shall be installed so as to be minimally visible and conform to the surrounding structures and environment in design, size, and appearance. When not unreasonable to do so, the EVCS System shall be colored to blend into the background onto which it is mounted or placed to the greatest extent possible. Visually, the installation shall appear neat and attractive, without exposed wiring or visible damage to surrounding improvements.
- (h) Applicant Owner shall install a separate subpanel or electrical circuit to accommodate the EVCS System that meets the requirements established by state and local laws and the electric automobile manufacturer.
- (i) Applicant Owner shall install a separate meter to power the EVCS System. The meter and its installation shall satisfy all applicable requirements including, but not limited to, those of Southern California Edison and governmental authorities. This meter shall be listed in the Owner's name and all recharging expenses directly billed to the Owner by Southern California Edison.
- (j) An EVCS System shall not obstruct access to or from any Unit, walkway, or ingress or egress into any area of the Project.
- (k) All installations of EVCS Systems shall be completed so as not to materially harm or damage Common Area, or other individual Units, or Exclusive Use Common Area; void any warranties held by the Association or other Owners; and/or impair the integrity of any building or structure.
- (l) Prior to installation, Owner shall provide Board with a fully executed and recordable EVCS Installation, Maintenance and Indemnification Agreement. Owner shall be responsible for reimbursing the Association for any costs incurred by the Association for drafting and recording such EVCS Installation, Maintenance and Indemnification Agreement, including attorneys' fees, notary fees, and costs of recordation.

6. Installation Period. Once work on an approved EVCS System has started, all work must be completed within a reasonable period of time, weather permitting (i.e., no later than ninety (90)

days after approval), and must not be a safety hazard to surrounding Units and/or the Common Area and/or Exclusive Use Common Area (i.e., location of supplies or tools used for the installation).

7. Inspection. The Association may inspect an EVCS System at any time to ensure compliance with the provisions of these EVCS Rules and the Property Improvement Application, as approved. The Owner shall be responsible for reimbursing the Association for any costs incurred by the Association in having the EVCS System inspected. If the Association determines that the installation is not in accordance with the provisions of these EVCS Rules and/or the Property Improvement Application, the Association may require the Owner, at the Owner's expense, to remove or otherwise modify the EVCS System to comply with the provisions of these EVCS Rules and/or the Property Improvement Application.

8. Electricity Usage. Applicant Owner and each successive Owner shall pay for all electricity usage associated with the EVCS System. The Applicant Owner and each successive Owner shall use a separate subpanel or electrical circuit to power the EVCS System, and not an electrical source that provides power to the Common Areas of the Project to power the EVCS System. Applicant Owner agrees to pay the cost of electricity usage associated with the EVCS System.

9. Owner Responsibilities. The Owner and each successor Owner shall be responsible for:

- (a) Maintaining the EVCS System in good condition and repair;
- (b) All costs to repair any damage to the EVCS System, Common Area, Exclusive Use Common Area, and the Unit (if applicable) resulting from the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System;
- (c) All costs for the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System and for the restoration of the Common Area, Exclusive Use Common Area, and Unit (if applicable) after the permanent removal of the EVCS System; and
- (d) Disclosing to prospective buyers of his or her Unit the existence of the EVCS System and the related responsibilities that said buyer will assume, including the following:
 - (i) Maintenance at all times of a homeowner liability insurance policy providing One Million Dollars (\$1,000,000) in coverage, which also names the Association as an additional insured under the policy with a right to notice of cancellation;
 - (ii) The obligation to pay the electricity usage associated with the EVCS System;
 - (iii) Responsibility for all costs to repair any damage to the EVCS System, Common Area, Exclusive Use Common Area, and the Unit (if applicable) resulting from the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System;

- (iv) Responsibility for the cost of the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System until it has been permanently removed and for the restoration of the Common Area, Exclusive Use Common Area, and the Unit (if applicable) after the permanent removal of the EVCS System; and
- (v) Responsibility to disclose to prospective buyers the existence of any EVCS System and the related responsibilities that said buyer will assume pursuant to Civil Code section 4745.

10. Association Liability. The Association is not responsible for any accidents or incidents which may occur during installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS System. Additionally, the Association is not responsible for the installation, maintenance, use, repair, removal, replacement and/or reinstallation of any EVCS System.

11. Owner Liability. Owner assumes all responsibility for any and all damage to his or her Unit, other Units, Exclusive Use Common Area, Common Area, and any other property damage and/or personal injury resulting from the installation, service, or removal of the EVCS System. Owner is solely responsible for the installation, maintenance, repair, replacement, use, removal, and/or reinstallation of any EVCS System he or she installs with approval, whether located in the Unit, in or on Exclusive Use Common Area, or in or on Common Area.

12. Association's Increased Maintenance Costs. Owner shall be responsible for any increased costs incurred by the Association in maintaining or repairing the Common Area or those portions of a Unit or Exclusive Use Common Area for which the Association is responsible for maintenance and repair pursuant to the CC&Rs that are caused by the presence of an EVCS System.

13. Improper Installation. If an EVCS System is improperly installed, Owner will be responsible for any costs associated with correcting the installation or relocating the EVCS System to a preferred location.

14. Removal and Reinstallation. Applicant Owner may be required, as a condition of approval, to remove the EVCS System at Owner's own cost or expense if necessary to enable the Association to meet its maintenance, repair and/or replacement obligations as imposed by the CC&Rs and/or California law. Should an Owner fail to remove the EVCS System upon the Association's request, the Association may remove the EVCS System at the Owner's expense. The Association shall not be responsible for any damage to the EVCS System or loss of use due to removal of the EVCS System. If the Association must remove the EVCS System, the Association may levy a Reimbursement Assessment, as authorized by Article 3 of the CC&Rs, to reimburse the Association for costs incurred in removing the EVCS System, after giving the Owner notice and an opportunity for a hearing in accordance with the CC&Rs. If the Association must remove the EVCS System, the Association shall not be responsible for replacing or reinstalling it. Reinstallation of the EVCS System shall be at the applicant Owner's sole cost and expense and shall be in compliance with these EVCS Rules and the CC&Rs.

15. Sale of Unit. If the EVCS System is to be removed when the Unit is sold, any and all damage to the Unit, Exclusive Use Common Area, and/or Common Area must be repaired at the Owner's expense prior to sale, unless the new Owner agrees in writing to assume all responsibility associated with the EVCS System, including removal of any EVCS System no longer in service.

16. Inoperable System. If an EVCS System becomes inoperable, the EVCS System must be removed from the structure and any and all damage repaired at the sole cost of Owner.

17. Reimbursement. The Association may recover from the Owner any expenses it incurs in connection with any violation of these EVCS Rules, in any manner provided by law or permitted by the governing documents of the Association, including, without limitation, imposition of a Reimbursement Assessment, as authorized by Article 3 of the CC&Rs, against the Owner and his or her Unit to reimburse the Association for costs incurred, provided the Owner's liability has been established after notice to the Owner and the opportunity for a hearing in accordance with the governing documents of the Association.

18. Failure to Comply with Rules and Governing Documents. An Owner's failure to comply with these EVCS Rules and/or any other governing documents of the Association, including but not limited to the CC&Rs, shall be subject to enforcement by the Board pursuant to the CC&Rs, any applicable Association Rules, and applicable California law.

The foregoing Electric Vehicle Charging Station Rules were adopted by the Board of Directors of Rossmoor Park Owners Association at an open meeting of the Board held on _____, 2018, following notice to the Members, the opportunity for Member comment, and Board consideration of Member comments, all as required by Civil Code section 4360.

Date: _____

ROSSMOOR PARK OWNERS ASSOCIATION

By: _____
[Insert name & title of officer]

EXHIBIT “A”
Form of EVCS Installation, Maintenance and Indemnification Agreement
(See Attached)

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Rossmoor Park Owners Association
c/o Seabreeze Management, Inc.
26840 Aliso Viejo Pkwy, Suite 100
Aliso Viejo, CA 92656

APRN: _____

(Space Above For Recorder's Use)

EVCS Installation, Maintenance and Indemnification Agreement

This EVCS Installation, Maintenance and Indemnification Agreement (“Agreement”) dated _____, 2018 is entered into by and between Rossmoor Park Owners Association (“Association”) and _____ (“Owner” OR if more than one Owner then, collectively, “Owner”), who may hereafter collectively be referred to as the “Parties.” For valuable consideration, the receipt of which is hereby affirmed, the Parties agree as follows:

1. Owner is the record owner of the property commonly known as _____, Seal Beach, California (“Unit”).
2. The Unit is located within the Rossmoor Park condominium project in the City of Seal Beach, County of Orange, and State of California (“Project”) and is more particularly described in **Exhibit “A”**, attached hereto and incorporated herein by this reference.
3. Owner, the Unit, and the Project are subject to the Association’s Declaration of Covenants, Conditions and Restrictions Establishing a Plan of Condominium Ownership for Rossmoor Park recorded on February 21, 1979, in Orange County, California, in Book 13041 at page 1 (the “Declaration” or “CC&Rs”), and its duly-adopted Bylaws, rules, policies, and guidelines.
4. Owner has requested permission from the Association to install an Electric Vehicle Charging Station (“EVCS”) in the following location _____ [*insert description*]. Association has adopted Electric Vehicle Charging Station Rules (“EVCS Rules”) in compliance with Civil Code section 4745, which impose reasonable conditions for the approval of such applications.
5. This Agreement shall be binding upon the Owner and all successor Owners of the Unit, and put all potential and successor Owners of the Unit on notice of the terms and obligations imposed herein.
6. Civil Code section 4745 calls for Owner “and each successive Owner of the charging station” to be responsible for the following:
 - (a) All costs to repair any damage to the EVCS, Common Area, Exclusive Use Common Area, and Unit resulting from the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS;

- (b) All costs for the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS until it has been permanently removed and for the restoration of the Common Area (including Exclusive Use Common Area) after permanent removal of the EVCS;
 - (c) The cost of electricity associated with the EVCS;
 - (d) Disclosure to prospective buyers the existence of any EVCS and the related responsibilities of the successor Unit Owner under law; and
 - (e) Maintaining at all times a homeowner liability coverage policy in the amount of One Million Dollars (\$1,000,000), which shall name the Association as a named additional insured under the policy with a right to notice of cancellation.
7. Owner shall provide evidence of the required insurance coverage in writing within fourteen (14) days of approval by Association of Owner's request for permission to install the EVCS and before commencement of installation of the EVCS.
8. Owner, for himself or herself and on behalf of all successor Owners of Unit, further agrees to defend, indemnify, and hold harmless Association, its members, employees, and agents from all claims, liabilities, obligations, and damages arising out of or related in any way to the installation, maintenance, use, repair, removal, replacement and/or reinstallation of the EVCS for which Owner has requested permission to install.
9. Owner shall comply with all requirements imposed by the EVCS Rules, the Board's written approval of the Owner's request for permission to install the EVCS, and otherwise imposed by the Association.
10. Installation of the EVCS shall be performed by a qualified, licensed, and insured contractor meeting all the requirements set forth in the Board's written approval of the Owner's request for permission to install the EVCS, and otherwise imposed by the Association.
11. Owner shall comply with all applicable governmental laws and regulations, and procure all required City of Seal Beach and governmental permits and authorizations before installing the EVCS. The EVCS shall meet all applicable governmental and industry safety standard, and local permitting requirements.
12. Owner and each successor Owner of the Unit shall maintain the EVCS in good condition and repair.
13. Owner and each successor Owner of the Unit shall remove the EVCS System at his or her own cost or expense if necessary to enable the Association to meet its maintenance obligations imposed by the CC&Rs. Reinstallation of the EVCS shall be at the Owner's or successive Owner's sole cost and expense.
14. The Parties and their successors agree to be bound and abide by all provisions of Civil Code section 4745 and any successor statutes.

15. Nothing contained in this Agreement shall eliminate, override, or modify, in any way, Owner's obligation to obtain architectural approval from Association for the installation of the requested EVCS pursuant to the CC&Rs, the EVCS Rules, the Association's Operating Rules, policies, and guidelines, and *Civil Code* section 4745.

16. Association shall be entitled to recover from Owner all costs, including attorneys' fees, necessary to enforce the provisions of this Agreement. In the event of any litigation, arbitration, or other legal proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs expended as a result.

17. This Agreement and the covenants contained herein shall run with the land, and shall be binding on and inure to the benefit of the Parties and their successors-in-interest, including any future Owners, purchasers, and transferees of the Unit.

18. This Agreement may be executed in counterparts by the Parties hereto and shall be effective when all Parties have executed the Agreement. Each counterpart will constitute an original.

19. The Parties agree that this Agreement may be recorded in the Official Records of Orange, State of California, and further agree to take such further actions and execute such additional documents as are reasonably necessary to effectuate recordation of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATES SET FORTH BELOW.

ASSOCIATION:

OWNER(S):

Rossmoor Park Owners Association

Owner Name: [insert name here]

By: _____
[insert name here]

Its: _____
[insert title here]

Owner Name: [insert name here]

Date

Date

EXHIBIT "A"
Legal Description

[insert legal description of the Unit]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____, Notary Public, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)