

# Touchstone Solar Policy

Consented on November 8, 2025

This policy is a governing document of Touchstone Cohousing Association and is legally binding on all present and future Co-Owners.

## 1. Purpose

This policy establishes requirements for the installation and operation of Solar Energy Systems on roofs that are owned, maintained, or managed by the Touchstone Cohousing Association. The intent is to promote the use of renewable energy while ensuring that installations are safe, equitable, and consistent with the Association's responsibility to maintain common property, as well as to define co-owners' rights and responsibilities pertaining to Solar Energy System installations.

## 2. Definitions

- "Solar Energy System" means a complete assembly, structure, or design of a solar collector, or a solar storage mechanism that uses solar energy for generating electricity or heating or cooling gases, solids, liquids, or other materials. A Solar Energy System includes the design, materials, or elements of a Solar Energy System and its maintenance, operation, labor, components, and the necessary components, if any, of supplemental conventional energy systems designed or constructed to interface with a Solar Energy System.
- "Solar storage mechanism" means equipment or elements including, but not limited to, piping and transfer mechanisms, containers, heat exchangers, batteries, or gases, solids, or liquids, or a combination of gases, solids, and liquids, that are used for storing solar energy gathered by a solar collector for subsequent use.
- "Solar System Owner" – The unit owner(s) who install or assume ownership and maintenance responsibility for a Solar Energy System.
- "Association" refers to the Touchstone Cohousing Association.
- "Co-Owner" as defined in the Master Deed.
- "General Common Elements" as defined in the Master Deed.
- "All risks" as defined in Article 4 Section 1 of the Touchstone Cohousing Association ByLaws.

## 3. Applicability

This policy applies to all installations of Solar Energy Systems on any roof or structure that are part of the General Common Elements of Association property.

## 4. Principles and Assumptions

- Principles for a solar policy:
  - Consideration of our [Touchstone Values](#):
    - **Communication** - We speak and listen with sensitivity and transparency, with a goal toward understanding. Our conversations are imbued with humor and optimism as we strive for connection
    - **Collaboration** - When we make group decisions, we are open to what each other is saying, adapt as community needs arise, and work to balance the needs of the group with the needs of individuals.

- **Respect** - We strive for justice and equity as we build an inclusive, accessible community that respects the dignity of all people.
  - **Sustainability** - We strive to live in right relationship with our environment for the health of ourselves as individuals, as a society, and as an ecosystem.
- Provides equity for all co-owners within each building.
  - Protects future solar rights of co-owners within each building.
  - Allocates each building's General Common Element roof space to the units in that building based on a consistent, objective methodology, within technical constraints.
  - Clearly defines Solar System Owner rights, responsibilities and liability.
  - Legally defensible for the Association.
- Assumptions:
    - As stated in the bylaws Article VI Section 3 "Alterations and Modifications of Units and General Common Elements, part c: "The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement". This responsibility includes both liability and damage.
    - This policy does not include options for using the common house roof, garage roofs, carport installations, or a collective, community-wide solar plan. These options may be considered at a future date.
    - Solar Energy System Owners are required to sign an agreement to comply with this Touchstone Solar Policy. When a unit with a Solar Energy System is sold, the seller must disclose this agreement and transfer of liability to the buyer. The buyer will be required to sign this Touchstone Solar Policy.
    - Our General Common Element roof space is limited and shall be allocated in a fair and equitable manner within the technical constraints posed by each individual building's roof. This policy will enable all future solar installations within a building to have adequate roof space remaining based on their unit's solar allocations.
    - Rights not explicitly granted to co-owners in this policy are retained by the Association.

## 5. Ownership, Access and Allocation

- The roofs of all condominium buildings are the property of the Association.
- Installation of a Solar Energy System does not convey any ownership interest in the roof.
- The Association retains the right to access any portion of the roof and attic space for maintenance, inspection, or repair, with reasonable notice.
- The Association may require, at the Solar Energy System Owner's expense, temporary removal of any solar installation to perform roof maintenance or replacement.
- Panels may only be installed in mapped and allocated locations. the Association may require a co-owner to remove or relocate a panel to conform with the map and assigned allocation at the co-owner's sole expense at any time.
- Allocation Methodology
  - Each building has been mapped (Appendix A) by a solar installer to maximize the number of panels that can reasonably be placed on the roof, excepting north facing roof surfaces.
  - The estimated kWh per panel has been calculated based on orientation and average sun exposure throughout the day.

- Based on the production potential of the entire building's roof, the kWh potential has been divided by the MAF square footage factor per unit in the building and then rounded to the nearest panel, to determine how many panels in which locations are assigned to each unit.
- The allocation is mapped to match the roof above any specific unit to the degree possible.
- Depending on the technical constraints of a building's roof, such as orientation and structural elements of a building (vent pipes, skylights, dormers), it may not be possible for each co-owner to install a Solar Energy System to match their consumption.
- DTE currently limits the production of kWh to historical usage; however, DTE limitations will not impact a unit's solar allocation.
- A co-owner is not required to utilize any or all of their solar allocation and may expand their Solar Energy System at any time up to their maximum allocation. Any additions or replacements require the co-owner to re-apply, per Section 6.
- Solar allocation rights are non-transferable, and remain with the unit.

## 6. Application and Approval Process

- The co-owner shall comply with state and local building codes and permit requirements in the modification or the installation of a Solar Energy System or energy-saving improvement of modification.
- Any unit owner seeking to install a Solar Energy System must submit a written application to the Finance and Legal committee. This includes:
  - A detailed system design and layout.
  - Contractor credentials and proof of licensing and insurance.
  - Contractor attests to compliance with local building codes and utility interconnection requirements.
  - Signed Touchstone Solar Policy.
  - Proof of homeowner insurance including Policy Declarations page.
- The Finance and Legal committee will review and approve applications based on:
  - Compliance with the Touchstone Solar Policy.
  - Structural safety of roofs based on contractor assessments.
- Any co-owner who does not sign or is out of compliance with this policy could have their Solar Energy System removed by the Association at the co-owner's expense.

## 7. Installation Standards

- All installations, maintenance and removal must be performed by qualified, licensed, and insured contractors. Co-owners may not perform their own work.
- Systems must comply with all applicable building codes, electrical codes, fire safety standards, and manufacturer specifications.
- Conduits, wiring, and equipment must be installed neatly and, where possible, concealed to preserve building aesthetics.
- Any changes to the existing roofs in order to accommodate the correct location of a solar panel, such additional solar underlayment, relocating, rerouting, and shortening of roof vents for bathroom fans, plumbing, or other exhaust, will be at the expense of the Solar Energy System Owner.

## 8. Maintenance and Liability

- The Solar Energy System Owner is responsible for the operation, maintenance, repair, and eventual removal of the Solar Energy System and solar storage mechanism.

- The Solar Energy System Owner is responsible for roof or property damage resulting from installation, maintenance, or system failure.
- The Solar Energy System Owner will follow any recommended maintenance over the life of the system based on the manufacturer's and solar installer's recommendations.
- The Association is not responsible for loss of energy production, damage, or performance of the Solar Energy System.
- Due to the liability of having anyone on our high, steep roofs, co-owners must obtain **prior** approval to access a roof for any reason.
  - Roof access is part of the application and approval process for initial installations; however, it does not provide subsequent access authorization.
  - Contractors will be required to provide the Association proof of general liability insurance and workers compensation insurance and their insurance shall be primary. Workers compensation insurance may not be waived for any individual working on an Association roof, regardless of whether that individual has the legal right to waive coverage.
  - Co-owners may not access roofs themselves.

#### Why Can't I Service My Own System

Our roofs are high and steep. A fall from our roofs could be deadly or permanently disabling. Beyond the pain and suffering, such a condition can be expensive, but as a member of Touchstone, you are not covered by Touchstone insurance when servicing your own property, so you are solely reliant on your own health insurance, and most of those have limitations for permanent disability. Furthermore, Touchstone has no insurance or warranties to fall back on for the work you perform. To be responsible to all, we are limiting roof access to insured professionals that have the training and equipment to protect themselves and us.

## 10. Roof Replacement and System Removal

- If the Association undertakes roof repair or replacement, the Solar Energy System Owner must temporarily remove and later reinstall the Solar Energy System at their own expense.
- The Association will provide a minimum of four weeks notice prior to such work.

## 11. Insurance, Indemnification, and Liability

- Solar Energy System Owners must continuously maintain condo insurance that includes
  - A minimum of \$1,000,000 in "all risks" liability coverage. This minimum does not cap the Solar System Owner's liability at the stated minimum.
  - Personal property coverage for the solar energy system as deemed adequate by the Solar System Owner
  - Dwelling coverage to cover the damage to the Solar System Owner's dwelling as deemed adequate by the Solar System Owner.
- Solar Energy System Owners must provide proof of active insurance coverage annually and notify the Association in case of any lapse or break in the period of coverage.
- Solar Energy System Owners must proactively provide proof of insurance each year upon policy renewal. The Association has no obligation to request or remind Solar Energy System Owners that proof of insurance is due. Failure to provide proof will be managed as follows:
  - \$20/mo fine added to Solar Energy System Owners account if proof of insurance has not been provided within 10 days of policy expiration for insurance on record with the Association.
  - If after 3 months, the Solar Energy Owner has not produced proof of insurance, then the Association shall commence enforcement with notification to remove panels.

- If after 3 months, and not to exceed 5 months, of enforcement efforts the Solar Energy Owner has not produced proof of insurance or removed the Solar Energy System, then the Solar Energy System Owner forfeits the rights to their Solar Energy System and the Association will remove the system and restore the roof. The Association may sell the Solar Energy System at market rate. If the proceeds of the sale do not recoup the Association's expenses, then the Association may collect through the Solar Energy System Owners account.
- A co-owner who has forfeited their Solar Energy System may not apply to install a Solar Energy System for two years and must be in good standing with the Association at the time they apply.
- A Solar Energy System Owner who reaches enforcement for a third time within 5 years may be required to remove their Solar Energy System and restore the roof and may not reapply for 2 years.
- Solar Energy System Owners agree to indemnify and hold harmless the Association and other co-owners from any claims, damages, or losses arising from installation, operation, or removal of the Solar Energy System.
- For a catastrophic event with losses exceeding \$1,000,000, the Association's Insurance will be secondary.
- Solar Energy System Owners and future unit buyers must sign an agreement to comply with this Touchstone Solar Policy.
- Solar Energy System Owners are liable for mold and mildew mitigation for damage to the Association or other co-owner's property attributed to Solar Energy System Owner's Solar Energy System.

#### How Much Coverage Do I Need

Liability coverage is what pays for damage to Touchstone property or your neighbor's property. The same boundaries do not exist for liability as exist for dwelling coverage, so think big. Keep in mind this is where you live. Liability coverage is relatively inexpensive coverage.

Touchstone cannot tell you how much coverage you need, but has set a minimum for liability coverage. This one million minimum does not cap your liability, but represents the minimum that Touchstone feels comfortable approving a Solar Energy System.

Personal Property and Dwelling coverage will cover damage to the Solar Energy System and damage to your unit, but not damage to Touchstone property or your neighbor's property. Consult with your insurance agent or broker to determine what is adequate coverage for your circumstances.

Consider an Umbrella policy. These policies will allow you to spread your liability coverage over all your insurance policies, for example auto and home. They also allow more coverage than typical condo policies.

## 12. Claims and Insurance Coordination

- **The process for making a claim is to first determine the cause of the damage, including quickly reporting the issue to the Maintenance Committee and discussing the issue with neighbors. It is important NOT to make a claim until a determination is made, and a conversation is had with the Association and affected neighbors.**
- If damage occurs to Association property or another co-owner's property as a result of the Solar Energy System Owner's Solar Energy System, the Solar Energy System Owner is financially responsible and may cover costs directly or through filing a claim with their own insurance company. If a claim is filed, the Solar Energy System Owner's insurance is primary.
- The Solar Energy System Owner shall cooperate fully with insurers, the Association, and other impacted co-owners.

- The Maintenance Committee will evaluate, or contract for an assessment, to determine the cause of the issue and liable party. If it is determined that the Solar Energy System Owner is liable for the damage they will also be liable for any expense incurred by the Association for the assessment.

### **13. End of Life and Transfer**

- A Solar Energy System transfers to a buyer of a unit upon buyer providing to the Association the following within 7 days of closing:
  - A signed copy this Touchstone Solar Policy
  - Proof of insurance as described in section 11 of this policy
- Seller of a unit with an installed Solar Energy System shall
  - Inform the Association that they are selling their Solar Energy System with their unit.
  - Provide the buyer with a copy of the Touchstone Solar Policy.
  - Inform the buyer they have seven days after closing to provide proof of insurance as described in Section 11 of this policy.
- If the buyer fails to provide proof of insurance meeting the minimums set forth in this policy, then the provisions of Section 11 apply.
- When a system reaches the end of its useful life or is no longer in service, the owner must remove it at their own expense and restore the roof (all holes must be permanently sealed and compromised shingles replaced).

### **14. Future Considerations**

- As we look to other locations for solar in the future, we will attempt to address inequities created by technical constraints on the residential buildings.
  - Future use of the common house roof or other General Common Elements used for additional solar energy
  - Consideration of how garage roofs might be used. This is complex because they are defined as Limited Common Elements and the current roofs will need replacement within a few years.
  - Consideration of possible solar carports.
  - Consideration of collective “all risks” liability insurance.