

# The Terrace at Canyon Hills Homeowners Association

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## Policy on Electric Vehicle Charging Stations

### I. Introduction

The Terrace at Canyon Hills Homeowners Association (“Association”) recognizes the benefits that electric vehicles have on the environment, promotes and encourages the use of electric vehicle charging stations (“Charging Stations”) within the community, and is committed to working with Owners<sup>1</sup> interested in installing a Charging Station.

The Association’s Board of Directors (“Board”) recognizes that in order to fulfill its responsibilities, it must impose reasonable restrictions on installations of Charging Stations. Therefore, the Association has adopted this Policy on Electric Vehicle Charging Stations (“Policy”), which places reasonable restrictions that do not significantly increase the cost of the Charging Station or significantly decrease its efficiency or specified performance. In addition, the Policy ensures that a uniform and reasonably high standard of attractiveness is maintained within the community, and that the Association is able to continue to meet its obligations for the maintenance, repair, and replacement of the Common Area, Exclusive Use Common Area, and other building components.

The Association has established this Policy, including the guidelines described below, regarding the installation of Charging Stations within the community. This Policy is based on, and designed to comply with, Civil Code sections 4745 and 4745.1, and as they may be amended from time to time. The Policy is designed to aid Owners in developing their electric vehicle charging station projects within Association expectations, thereby minimizing the time for review and approval by the Board. Interpretation, variances, and implementation of the Association’s *Declaration of Covenants, Conditions and Restrictions* (“CC&Rs”), architectural guidelines (“Guidelines”), and other rules and policies of the Association (collectively, “Governing Documents”) are at the sole determination of the Board. This Policy supersedes any and all previous policies and guidelines promulgated by the Association, if any.

### II. Definitions

1. A Charging Station is defined as a station designed in compliance with California Building Standards Code and which delivers electricity from a source outside an electric vehicle into one or more electric vehicles. A Charging Station may include several charge points simultaneously connecting several electric vehicles to the station and any related equipment needed to facilitate charging of plug-in electric vehicles.

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<sup>1</sup> All capitalized terms not defined herein shall have the meaning as described in the Association’s CC&Rs.

2. An EV-dedicated TOU meter (“TOU Meter”) means an electric meter supplied and installed by an electric utility, that is separate from, and in addition to, any other electric meter and is devoted exclusively to the charging of electric vehicles, and that tracks the time of use (TOU) when charging occurs. A TOU Meter includes any wiring or conduit necessary to connect the electric meter to a Charging Station, as defined in Civil Code Section 4745, regardless of whether it is supplied or installed by an electric utility.

### **III. Guidelines for Charging Stations and TOU Meters**

1. All installations and/or alterations of a Charging Station, a TOU Meter, and any wiring or conduit necessary to connect the same must be approved in writing by the Board or the Association’s Architectural Committee prior to commencing any construction activities.
2. Prior to providing its approval, the Association requires that the Owner provide evidence that he or she has obtained all necessary governmental permits in addition to seeking written approval from the Association.
3. Any Owner who installs or seeks to install a Charging Station and/or TOU Meter without prior written permission and approval of the Architectural Committee, shall be responsible for all costs incurred to remove, relocate or modify the Charging Station and/or the TOU Meter, including attorney’s fees and costs.
4. An application for approval shall be submitted, processed and approved in the same manner as an application for approval of an architectural modification to the property as set forth in the Governing Documents of the Association and the following:
  - A. Approval or denial of the application shall be made in writing;
  - B. If the application is not denied within sixty (60) days from the date of receipt of the application, then the application shall be deemed approved, unless that delay is due to a reasonable request by the Association for additional information; and
  - C. Approval shall not be unreasonably avoided or delayed.
5. An Owner may install and use a Charging Station and/or a TOU Meter in the Owner’s garage once his/her application is approved. An Owner that installs a Charging Station at his/her garage must submit as part of his/her application, plans and specifications to install a TOU Meter, if necessary, in order to separately meter and track his/her electricity

usage for which the Owner will be responsible for. **An Owner may not power a Charging Station, or otherwise charge an electric vehicle, utilizing the garage electricity which is metered to the Association.** An Owner must install a separate meter linked to the Owner's Unit in order to charge an electric vehicle within the garage and must further meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits.

6. As may be applicable, an Owner seeking to install a Charging Station and/or a TOU Meter for the exclusive use of an Owner in a portion of the Common Area that is not the Owner's Exclusive Use Common Area shall be reviewed and considered by the Association only if installation in the Owner's garage is impossible or unreasonably expensive pursuant to the Civil Code and as determined in the sole discretion of the Board. In the event an Owner is authorized by the Association to install a Charging Station on Common Area, the Owner shall be required to install a TOU Meter to separately meter and track his/her electricity usage, which shall be the sole responsibility of the Owner.
7. Where any portion of the project impacts Common Area components and/or Exclusive Use Common Area components (including, without limitation, Common Area electrical components serving the Unit garage or the installation of a TOU Meter in Common Area), Owners shall be required to enter into a release and indemnity agreement ("Agreement") with the Association for the alteration/use of the space in the Common Area, subject to applicable provisions of the Davis-Stirling Common Interest Development Act ("Davis-Stirling Act") and any reasonable restrictions imposed by the Association. The cost for the preparation of the Agreement is \$600.00 (plus the cost of recordation), to be paid by the Owner.
8. An Owner must meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits.
9. In compliance with the applicable provisions of the Davis-Stirling Act and the Governing Documents, the following requirements must be met if a Charging Station and/or a TOU Meter is to be installed:
  - A. Owner must meet all applicable health and safety standards and requirements imposed by state and/or local authorities as well as other applicable zoning, land use, and other ordinances or land permits;

- B. Owner must obtain prior Board approval and agree in writing to do each of the following: (1) comply with all Association architectural standards; (2) utilize a properly licensed and insured contractor to install the Charging Station and/or the TOU Meter; (3) within fourteen (14) days of approval and annually thereafter, provide a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy in the amount of not less than one million dollars (\$1,000,000.00); (4) pay for all electricity usage associated with the Charging Station; and (5) enter into the Agreement and pay for the costs of same.
  - C. Owner and each successive owner of the Charging Station and/or the TOU Meter shall be responsible for all of the following: (1) costs for damage to the Charging Station, and/or TOU Meter, Common Area, Exclusive Use Common Area, separate interests, and any other property, resulting from the installation, maintenance, repair, removal, or replacement of the Charging Station and/or the TOU Meter; (2) costs for the maintenance, repair, and replacement of the Charging Station and/or the TOU Meter until it has been removed and for the restoration of the Common Area after removal; (3) costs of electricity associated with the Charging Station; (4) disclosing to prospective buyers the existence of any Charging Station and/or the TOU Meter of the Owner and the related responsibilities of the Owner under this Policy and the Davis-Stirling Act, specifically Civil Code Sections 4745 and 4745.1, as the same may be amended from time to time; and (5) maintaining a homeowner liability coverage policy in the amount of not less than one million dollars (\$1,000,000.00) and naming the Association as a named additional insured under the policy with a right to notice of cancellation.
10. The Association shall have no obligation to resolve any disputes related to allegations or claims that any Owner or other person has used another Owner's Charging Station and/or the TOU Meter without permission, or that any Owner or other person has damaged another Owner's Charging Station and/or TOU Meter. A Charging Station and/or TOU Meter installed and/or used by an Owner at the Association's development, as permitted under this Policy, shall be considered an Owner's personal property for which the Owner is solely responsible.
11. If required by the Association, Owner shall retain and pay for the services of a duly-licensed structural engineer (as defined in California Business & Professions Code §6736) to make a determination that the structural integrity of the Condominium building on which the installation will be located is adequate to support the Charging Station to be installed.

12. Owner of the Charging Station and/or the TOU Meter shall be solely responsible for the increase in any costs to maintain, repair, and/or replace any building components as a result of the installation of the same. The Charging Station and/or the TOU Meter may need to be lifted and/or removed to allow for the ongoing maintenance of the Association, and the Owner of the Charging Station and/or the TOU Meter shall be solely liable for such costs. Upon request from the Association, the Owner of the Charging Station and/or the TOU Meter shall have the same lifted or removed within fourteen (14) days to accommodate repairs and maintenance to any component for which the Association is responsible for. If the Owner fails to lift or remove the Charging Station and/or the TOU Meter within the allotted time, the Association shall be authorized to cause the lifting or removal of the Charging Station and/or the TOU Meter and charge the actual cost of the same to the Owner as a special assessment. In no event shall the Association be responsible for the costs of lifting, removing, and/or reinstalling the Charging Station and/or the TOU Meter, or for any increase in the Owner's expenses during times which the Charging Station and/or the TOU Meter is inoperable for any reason.
13. Prior to the sale or transfer of any Charging Station and/or the TOU Meter equipped property, either: (1) the Charging Station and/or the TOU Meter must be removed from the garage and/or Common Area, and must be restored to its original condition at the Charging Station and/or the TOU Meter Owner's sole cost and expense; or (2) the transferee of the property must, within fourteen (14) days of purchase, provide a certificate of insurance that names the Association as an additional insured under the new Owner's insurance policy in the amount of not less than one million dollars (\$1,000,000.00); and agree to assume, abide by, and be bound by all of the terms of this Policy and the Agreement, if any.
14. The Association shall retain the right to inspect the Charging Station and/or the TOU Meter and verify that the installation of the same adheres to all provisions of this Policy and applicable provisions of the Governing Documents. Any and all costs incurred by the Association for a professional inspection of the Charging Station and/or the TOU Meter and/or its installation shall be the sole obligation of the Owner of the same.
15. In any action resulting from a dispute between the Owner(s) of the Charging Station and/or the TOU Meter and other Owner(s) of the Charging Station and/or the TOU Meter and the Association, related to the installation of the same, or any provisions of this Policy, the prevailing party shall be awarded its reasonable attorney's fees.

16. All parties will cooperate to take any and all actions, and sign all documents reasonably necessary to effectuate the intent, and to carry out the provisions, of this Policy, including, but not limited to, the execution and delivery of all documents and performance of all further acts reasonably necessary for this purpose.

***[END OF ELECTRIC VEHICLE CHARGING STATION POLICY]***

RECORDING REQUESTED BY, )  
AND WHEN RECORDED MAIL TO: )  
 )  
ROSEMAN LAW, APC )  
Steven A. Roseman, Esq. )  
Andrew M. Jun, Esq. )  
21650 Oxnard Street, Suite #2000 )  
Woodland Hills, CA 91367 )

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**ELECTRIC VEHICLE CHARGING STATION RELEASE AND INDEMNITY AGREEMENT**

This Electric Vehicle Release and Indemnity Agreement ("Agreement") is by and between The Terrace at Canyon Hills Homeowners Association ("Association") and ("Owners<sup>1</sup>"). The Association and Owners are referred to collectively as the "Parties" and individually as a "Party."

**RECITALS**

A. **Whereas**, the Association is a California nonprofit mutual benefit corporation organized as a homeowners' association for the residential development located in Laguna Beach, California, and established as a common interest development, as described in the Davis-Stirling Common Interest Development Act, and Civil Code §§ 4000-6150.

B. **Whereas**, Owners are the record owners of real property within the Association located at \_\_\_\_\_ ("Property"), and are thus members of the Association.

C. The Assessor's Parcel Number ("APN") of the Property is as follows:  
\_\_\_\_\_.

D. The legal description of the Property is as follows:

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<sup>1</sup>Even if there is just one record owner, the plural "Owners" is used throughout the Agreement.

E. **Whereas**, all members of the Association are bound by the restrictions imposed in its *Declaration of Covenants, Conditions and Restrictions for The Terraces at Canyon Hills*, recorded on August 14, 1986, as Document No. 84-451850, in the Official Records of Orange County, California, and any amendments thereto (collectively, "CC&Rs").

F. **Whereas**, the Association's CC&Rs provides that the Association shall "maintain and otherwise manage all of the Common Area and all facilities, improvements, and landscaping within the Project." (CC&Rs, Article VII, Section 7.03(a).) Further, the Association's CC&Rs provides that the Common Area of the Association shall mean "the entire Common Interest Development except the separate interests therein." (CC&Rs, Article I, Section 1.06.)

G. **Whereas**, the Association's CC&Rs provides that the garage and Property driveway are Exclusive Use Common Area. (CC&Rs, Article I, Section 1.10.) The Association's Bylaws provide that the Association shall promulgate and enforce rules to govern the use of the Common Area by any owner. (Bylaws, Article VI, Section 3.) Pursuant to the foregoing, and consistent with California law, the Association's *Policy on Electric Vehicle Charging Stations* and CC&Rs generally permits the installation of electric vehicle charging stations, subject to certain limitations and approvals.

H. **Whereas**, Owners seek to install an electric vehicle charging station ("Charging Station") and/or an EV-dedicated TOU meter ("TOU Meter") in the garage, located in and/or affecting the Common Area of the Association, which could potentially impact the Association's ability to properly maintain, control and manage the Common Area in a safe and first-class condition, pursuant to the CC&Rs.

I. **Whereas**, the Common Area consists of Common Area components beyond the interior surfaces of the Property's garage, if any, including but not limited to, electrical wires, conduits, and structural components of the garage.

J. **Whereas**, Owners represent and warrant that they have obtained all other approvals and/or permits required in order to install the Charging Station and/or TOU Meter, including any approval and/or permit required from the City, County, and/or the Association, as may be applicable, and, have provided sufficient evidence of the same to the Association.

K. **Whereas**, the Parties have agreed to be bound by the provisions provided for in this Agreement and in Civil Code §4745, which will permit Owners to install the Charging Station and/or TOU Meter in exchange for certain maintenance costs and indemnity provided for herein.

#### **AGREEMENT**

**NOW THEREFORE**, in exchange for the releases, promises and other consideration described in this Agreement, and by incorporation of the recitals referenced above, the Parties agree as follows:



1. **Permission for Electric Vehicle Charging Station/TOU Meter Installation.** The Association hereby grants permission to Owners for the installation of the Charging Station and/or TOU Meter in the Common Area of the Property, at a specific location as approved by the Association, subject to the conditions and limitations contained herein. It is expressly understood that Owners are not entitled to utilize the exclusive use common area garage for any other purpose, except as granted by the Association and its Governing Documents. If at any time Owners shall fail to comply with any of the terms or conditions contained in this Agreement, such permission shall be immediately revoked and the Association's building/property shall be put back into its original condition at Owners' sole cost and expense. Each of Owners' obligations under this Agreement are a material term, and breach of any of Owners' obligations shall be considered a material breach of this Agreement.

2. **Indemnity and Release of Association.** Owners, on behalf of himself, herself, and any heirs, representatives, successors and assigns, hereby indemnifies, holds harmless, shall defend, and releases the Association and its officers, directors, employees, members, attorneys, and agents, and each of them, from any and all claims, debts, liabilities, demands, and causes of action, whether known or unknown, now and in the future, arising from or related to any loss or damage, including, without limitation, water damage, and any other damage sustained from or arising from the Charging Station and/or TOU Meter and their installation, maintenance, or use, or any claims relating to the legality of the installation of the Charging Station and/or TOU Meter and/or any legal challenge concerning the installation of the Charging Station and/or TOU Meter by any other member of the Association, and shall remove the Charging Station and/or TOU Meter in the event of such challenge. Owners agree to be solely responsible for any water intrusion, mold, and/or other damages caused to the Property, the Association's Common Area, or to any other property of the Association as a result of the installation, maintenance, and/or use of the Charging Station and/or TOU Meter. Owners further agree to be solely responsible for any costs incurred by Owners and/or the Association, including actual attorney fees, in the defense of any legal or other challenge to the installation, maintenance and/or use, of the Charging Station and/or TOU Meter, as described herein.

3. **Future Maintenance and Repair.** Owners agree to pay to the Association the actual increase in any costs to maintain, repair, and/or replace any building components as a result of the installation, maintenance and/or use of the Charging Station and/or TOU Meter. Owners specifically acknowledge that the Charging Station and/or TOU Meter may need to be lifted and/or removed to allow for the ongoing maintenance of the building, and Owners agree to be solely liable for such costs. Upon request from the Association, Owners agree to have the Charging Station and/or TOU Meter lifted or removed within fourteen (14) days to accommodate repairs and maintenance to any building components. If Owners fail to lift or remove the Charging Station and/or TOU Meter within the allotted time, the Association shall be authorized to cause the lifting or removal of the Charging Station and/or TOU Meter and charge the actual cost of the same to Owners as a special assessment. In no event shall the Association be responsible for the costs of lifting, removing, and/or reinstalling the Charging Station and/or TOU Meter, for any damages caused, or for any increase in Owners' utilities during times which the Charging Station and/or TOU Meter is inoperable for any reason.

4. **Transfer of the Property.** Owners agree that prior to the sale or transfer of the Property to another, either (i) the Charging Station and/or TOU Meter shall be removed and the Owner shall reimburse the Association for the cost of the building being put back into its original condition, or (ii) the transferee of the Property shall sign a counterpart addendum to this Agreement whereby the transferee agrees to assume, abide by, and be bound by all of the terms herein as the Owners. This Agreement, if recorded, shall run with the land and shall be binding upon all successor purchasers of the Property.

5. **Compliance with Electric Vehicle Charging Station Policy.** Owners agree at all times to comply with and be bound by the Association's *Policy on Electric Vehicle Charging Stations*, a copy of which is attached hereto and incorporated herein by this reference, and which is subject to amendment from time to time.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. **Modifications.** This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement signed by all of the Parties hereto.

8. **Successors in Interest.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective directors, officers, agents, shareholders, partners, members, servants, employees, affiliates, representatives, heirs, executors, executrix, conservators, successors, beneficiaries, and assigns.

9. **Further Assurances.** The Parties shall timely execute and deliver any and all further documents that may be reasonably necessary to effectuate the provisions of this Agreement, including any documents necessary to allow this Agreement to run with the land. This Agreement may be recorded against the Property in the Association's sole discretion.

10. **Tax Consequences.** Each Party is responsible for their own tax consequences, if any, related to this Agreement.

11. **Attorneys' Fees.** If any act at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees, which may be determined by the court in the same action or in a separate action brought for that purpose in addition to any other relief to which that Party may be entitled.

12. **No Reliance and Advice of Counsel.** The Parties have been instructed to and have had the opportunity to have this Agreement reviewed by independent counsel of their own choosing, and by entering into this Agreement neither Party has relied upon the advice of the other Party. Each Party hereto executes this Agreement acting upon its independent judgment and upon the advice of its respective counsel, if applicable, without any representation, express or implied, of any kind or nature, from each to the other, except as only specifically set forth herein.

13. **Counterparts.** This Agreement may be signed and executed in one or more counterparts, each of which shall be deemed an original and shall be effective when all parties have executed a counterpart. Signatures on this Agreement transmitted by facsimile and/or other electronic means shall have the same force and effect as original signatures.

14. **Captions and Interpretations.** The paragraph titles, headings or captions are inserted in this Agreement as a matter of convenience. As such, the paragraph titles, headings or captions are not intended to define, limit or describe the scope of any provision, and shall not affect the interpretation of any paragraph hereto.

15. **Singular, Plural, and Gender Usage.** Whenever applicable within this Agreement, the masculine, feminine and/or neutral gender shall be deemed to include the other, and the singular and plural are each deemed to refer to the other.

16. **Authority to Enter Agreement.** This Agreement is the result of arms-length negotiations. Each signatory to this Agreement represents and warrants to the others that he or she has full authority and is duly and fully authorized to execute this Agreement.

17. **Incorporation of Recitals.** Paragraphs A through K, inclusive, of the Recitals hereof are fully incorporated herein and are true and correct. These Recitals are intended and shall be deemed and construed to be a material and integral portion of this Agreement.

18. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter of this Agreement and supersedes and replaces all prior agreements and understandings, whether oral or in writing, and may not be modified or amended except by written instrument signed by all Parties.

19. **Intent of the Parties.** It is the intent of this Agreement that the Owner and each successive owner of the Charging Station and/or TOU Meter shall be responsible for all of the following: (1) costs for damage to the Charging Station and/or TOU Meter, Common Area, Exclusive Use Common Area, or separate interests resulting from the installation, maintenance, repair, removal, or replacement of the Charging Station/TOU Meter; (2) costs for the maintenance, repair, and replacement of the Charging Station and/or TOU Meter until it has been removed and for the restoration of the Common Area after removal; (3) the cost of electricity associated with the Charging Station and/or TOU Meter; (4) disclosing to prospective buyers the existence of any Charging Station and/or TOU Meter of the Owner and the related responsibilities of the Owner under this Section 19. The Owner of the Charging Station and/or TOU Meter, whether located within a separate unit (i.e., garage) or within the Common Area or Exclusive Use Common Area, shall, at all times, maintain a liability coverage policy. The Owner that submitted the application to install the Charging Station and/or TOU Meter shall provide the Association with the corresponding certificate of insurance within fourteen (14) days of approval of the application. That Owner and each successor owner shall provide the Association with the certificate of insurance annually thereafter.

**THE UNDERSIGNED EXECUTED THIS AGREEMENT ON THE DATE SHOWN BELOW.**

**OWNER(S):**

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

**THE TERRACE AT CANYON HILLS HOMEOWNERS ASSOCIATION**

\_\_\_\_\_  
Date

Signed: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_