

Quail Forest Policy for Residential Solar Panels

Overview

Solar (photovoltaic) panels are a proven way to lower power bills and produce clean, renewable energy to power your home, thereby reducing both your electric bills and your home's carbon footprint. Installing solar panels once meant purchasing and insuring the panels, a substantial investment on the part of the homeowner. Today, however, many homeowners are choosing to lease, rather than purchase, solar panels from licensed financial and installation companies that are springing up across the state. This practice has lightened [and in many, if not most cases, eliminated the upfront financial burden on homeowners]; additionally, recent Florida laws have eased the government and HOA permitting processes, simplifying and shortening the planning and installation process.

The landmark Florida Solar Access Rights Act §163.04 (2011), arguably the most important of the state laws concerning residential solar power in the last 15 years, prohibits HOAs, condos and local governments from refusing to allow the installation of solar panels or restricting their placement on a roof or property. However, an HOA may disapprove of applications that propose colors or shapes that would be a glaring change to the aesthetics of the community.

These laws and changes in business practices mean that, if they choose to lease the panels, homeowners may install them at **zero upfront cost**. This is particularly attractive to homeowners because Federal income tax rebates for purchased solar panels ended on January 1, 2026. Once the panels are operational, monthly invoices for electrical power are paid to the leasing company at a rate set at the time the contract is finalized. Small fees to Duke Energy for connection services are additional.

NOTE: Homeowners are encouraged to do their own research and verify all information prior to making any decisions.

General Installation Requirements

Solar panels will be installed on the roof of an individually owned property only as that roof is designated on the recorded declaration, deed and/or plat and verified by a current survey to establish roof lines where necessary. Solar panels must be installed and secured in compliance with all current county, state and federal laws and regulations, as well as the manufacturer's guidelines.

The homeowner is required to complete a Quail Forest Architectural Alteration Application and submit it to the property management company and ACC committee with all required attachments. Proof of current homeowners' insurance coverage may also be requested. The homeowner must obtain written approval from the ACC committee prior to beginning any installation. If these rules are violated, the Association may enforce the rules as stated in its covenants. The Association will be entitled to attorney's fees, costs and expenses incurred in the enforcement of this policy. State law stipulates that HOA Approval shall not be withheld in a way that significantly increases cost or decreases system efficiency, (163.04).

The homeowner will provide a copy of the engineering documentation, which must include a diagram of the solar panels and the proposed roof location, and the leasing contract. Still another state law stipulates that, to avoid abuse by solar companies, only the number of solar panels needed to power the unit on an annual basis, as determined by an engineering study undertaken during the application process, is permitted.

Roof Placement and Carport Restriction

Solar panels will be limited to structurally suitable portions of the individually owned residential roof, in compliance with all applicable building codes and safety standards. It is preferable, but not required, for the panels to be placed on the back/rear side of the roof and parallel to the roof surface, so as not to be visible from the street.

Solar panels may not be installed on carports since their roofs are shared rather than individually owned and are not designed to hold the weight of the panels.

All panels, equipment and related cables must be self-contained at the rear of the unit owner's property, except for charging stations, which may be properly installed in the owner's carport. At no point may cabling be laid across a sidewalk.

Before 2026 the architecture of Quail Forest— multiple units in a single building, with the electrical meters for all units at one end of the building — presented an obstacle for most homeowners wishing to convert to solar power. The only way to connect an individual unit to the meter box was to place an underground cable behind all units before the meter. To protect the interests of the unit owner, the HOA and the owners whose property the cable would cross, a perpetual easement, filed and stored with the County, was needed. This meant hiring a lawyer to draw up and file the easement and was at the applicant homeowner's expense. Now most solar companies can connect the unit to the power meter through the unit's internal electrical panel, making an underground cable crossing adjoining properties unnecessary. However, in the unlikely event that underground cabling is needed, a legal, perpetual easement, filed with the County, is recommended for each affected property. This usually requires the services of a lawyer, hired at the unit owner's expense, and the signature of each owner whose property the cable will cross. Homeowners with questions about this are urged to contact the HOA Board president or property management office [as of this writing, Associa Gulf Coast].

Homeowners cannot request that any neighbor remove trees or tall bushes to provide better sun exposure to their unit, but they may trim branches or bushes over their own roof line where applicable.

Homeowners must provide the HOA with a copy of the building permit and final inspection approval documentation upon completion of the solar installation within 15 days of the installation.

Aesthetics and Construction Standards

Solar panels will be constructed with dark aluminum trim or other material pre-approved by the manufacturer and the ACC committee. All mounts must be designed and manufactured specifically for solar panel installation and must use some form of flashing. ***The solar panels and trim mounted on the roof must conform to current industry standards for appearance. The ACC Committee prefers an 'all black' appearance to maintain visual consistency, but dark bronze will be permitted if it is a standard manufacturer option, or if using all black adds cost or decreases system efficiency.*** Wiring beneath the solar panels must be positioned or dressed to minimize visibility and provide a neatly installed appearance. The ACC committee retains the right to inspect the finished installation for adequate workmanship and a neat appearance.

Maintenance and Damage Responsibility

All installations will be completed so as not to damage that property or any other lot or unit. Should any damage occur to the owner's unit/lot, to a neighboring property or to the common areas during installation, maintenance, or use, the homeowner will be solely responsible for any and all repair costs to their or any other unit, whether the damage is on the exterior or interior. If the system is leased, the leasing company bears financial responsibility for damages, as specified in the leasing contract.

Homeowners shall not permit their solar panels to fall into disrepair or to become a safety hazard. The ACC reserves the right to request that the homeowner commission an inspection of the solar panels if there is reasonable concern regarding safety, maintenance or structural integrity. The results of any inspections must be sent to the Quail Forest HOA. Solar panels found to be nonfunctioning or in disrepair will be required to be repaired, replaced, or removed, typically within a 30- to 90-day period, at the expense of the owner.

Any debris cleaning and removal from the roof of the unit, including the regular maintenance of the gutters, will be the responsibility of the leasing company or unit owner and not that of Quail Forest's employees or contractors.

The homeowner [or the leasing company, as specified in the leasing contract] is responsible for all expenses associated with the solar panels, including, but not limited to:

- Placement or replacement, repair, maintenance, or removal of the solar panels.
- Repair damage to the common areas and/or other property due to solar panel installation, maintenance, use or removal.

The leasing company is to provide (through its contractor) proof of liability insurance/workman's comp covering any injuries to workmen while installing, maintaining, or removing the solar panels.

Leak Resolution and Roof Replacement

If a leak is found to be coming from the homeowner's roof, it is the sole responsibility of the homeowner to contact the solar company to determine if the issue is coming from the solar panels themselves or caused by the hardware used to attach the panels. If it is determined that the leak is coming from the roof and not related to the solar panels, the panels closest to the leak must be removed, at the panel owner's expense, and stored off-site until the roof leak is repaired. If the solar panels or any parts thereof caused the roof leak, the panels' owner will be responsible for repairing the roof leak. If the leak causes any damage to adjoining units, whether the damage is on the exterior or interior, the cost of the repairs will be the responsibility of the panels' owner.

When the community re-shingles the roofs, the homeowner must have the panels removed in a timely manner and stored off-site until they can be reinstalled. Once the new shingles have been installed and inspected, the homeowner will be notified that the panels may be re-installed. Financial responsibility is spelled out in the leasing contract.

Any solar panel installation that poses a serious, immediate safety hazard to the residents, in the sole discretion of the board of directors of the HOA, may result in an immediate filing in the courts for injunctive relief to seek permanent removal of the solar panels.

Sales of Property

Homeowners must disclose the existence of any solar panel system (owned or leased) to potential buyers upon negotiation of the sales contract and to the HOA at least 15 days prior to the closing date.

If the buyer of the unit declines to accept the solar panel system, the system will be removed in accordance with the leasing contract [or, if owned by the homeowner, at his/her/their expense] and the roof restored to its original condition prior to closing.

If the system is to remain, the homeowner must submit to the HOA a signed document from the buyer acknowledging acceptance of the solar system and assuming all responsibilities under this policy.

The HOA reserves the right to request escrow of funds from closing proceeds if system removal or lease transfer is not completed prior to closing.

Approved by the Board of Directors of the Quail Forest HOA on June 17, 2025.

Amended by the Board of Directors on May 19, 2026.