

NEWCASTLE MANOR HOMEOWNERS ASSOCIATION

A California Non-Profit Mutual Benefit Corporation

POLICY FOR ELECTRIC VEHICLE CHARGING STATIONS & ELECTRIC VEHICLE-DEDICATED TOU METERS

Adopted May 3, 2021

Newcastle Manor Homeowners Association ("Association") has created the following policy and hereby imposes the following requirements relating to the installation of Electric Vehicle Charging Stations ("EVCS") and/or Electric Vehicle-Dedicated TOU Meters ("TOU") on or within the community.

An EVCS is a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles, including without limitation any related equipment needed to facilitate charging plug-in electric vehicles.

A TOU 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 when charging occurs. TOUs include any wiring or conduit necessary to connect the electric meter to an EVCS, regardless of whether it is supplied or installed by an electric utility.

California Civil Code Sections 4745 and 4745.1 set forth various restrictions and guidelines for the installation of EVCS and TOU, which the Association, individual owners and their families, residents, guests, tenants and invitees are obligated to observe. The EVCS and TOU restrictions and guidelines applicable to the Association are as follows:

- The EVCS and TOU must meet all applicable health and safety standards and local permitting requirements.
- The installing Owner shall provide the Association with the plans and specifications for the EVCS and TOU, which must be approved, in writing, by the Association's Architectural Committee, in the same manner as an application for approval of an architectural modification, prior to installation of the EVCS or TOU.
- If an application is not denied in writing within sixty (60) days from the date of receipt of the application, the application shall be deemed approved, unless that delay is the result of a reasonable request for additional information.

- Approval by a vote of the membership is not required to grant exclusive use common area to install and use an EVCS in a designated parking space that meets the requirements contained herein and *Civil Code* Section 4745, where the installation or use of the charging station requires reasonable access through, or across, the common area for utility lines or meters, pursuant to *Civil Code* Section 4600(b)(2)(H).
- The installing Owner shall comply with the Association's architectural standards as set forth in Article XII of the CC&Rs, employ a fully trained, licensed and bonded contractor to perform the installation, and provide appropriate insurance as outlined herein.
- The installing Owner of a TOU must also engage the relevant electric utility to install the TOU and engage a licensed contractor to install any appurtenant wiring or conduits, as necessary.
- The installing Owner shall pay for the electricity usage associated with the EVCS or TOU and pay for any and all costs related to or arising out of the installation, maintenance, repair, removal or replacements of the EVCS or TOU.
- The installing Owner shall be responsible for damage resulting from the installation, maintenance, repair, removal or replacements of the EVCS or TOU. Any repairs made to the installation site must aesthetically match the adjacent parking areas, including without limitation any structures and parking spaces.
- The installing Owner must install, keep, maintain, repair, replace and operate the EVCS and TOU in a clean, sanitary and attractive condition and good state of repair at his/her/its sole expense. Any additional maintenance required as a result of the installed EVCS or TOU shall be performed and/or paid by the Owner at his/her/its sole expense.
- The installing Owner shall pay all costs incurred in remedying any damage caused by the EVCS or TOU or by Owner's failure to maintain the same in good repair, and any resulting damages, including but not limited to injury, damage or loss to any other person(s) or property, and any costs necessary to reconstruct any property so damaged.
- The Owner shall ensure the following requirements of their chosen contractor(s) for installation of the EVCS or TOU:
 - Contractor must maintain insurance meeting the following requirements:
 - General Liability Insurance for which the Association shall be a certificate holder and naming the Association and the contracted managing agent of the Association ("Managing Agent"), as an additional insured on a separate endorsement page, providing

minimum coverage of one million dollars (\$1,000,000.00) per occurrence, and including “completed operations” coverage; and

- Automobile Insurance providing minimum coverage of one million dollars (\$1,000,000.00) per accident; and
 - Worker’s Compensation Insurance accompanied by a waiver of subrogation.
- Contractor must guarantee installation free from any lien.
 - Contractor must file a written notice, signed and verified by the installing Owner or his/her/its agent, stating the date of completion, the name and address of the installing Owner, a description of the site, and the name of the Contractor (“Notice of Completion”) in the format prescribed by *Civil Code* Section 8182 et seq., upon completion of all necessary work to install the EVCS or TOU.
 - Within fourteen (14) days of approval of an application to install a EVCS, the installing Owner and each successive Owner must provide the Association with a certificate of insurance corresponding with the above-described requirements. The installing Owner and each successive Owner must provide said certificate of insurance on an annual basis, to the Association.
- If, at any time, the EVCS or TOU becomes non-operational, falls into disrepair, is abandoned or voluntarily relinquished by Owner, or in the event the EVCS or TOU is deemed a nuisance under the Association’s governing documents or becomes a threat to health or safety, the EVCS or TOU shall be removed by and at the sole cost of Owner, by the use of an approved licensed contractor, and the related electrical power wiring shall be terminated and/or removed in compliance with all applicable building codes, ordinances, laws, and requirements of the Association’s Declaration of Covenants, Conditions and Restrictions and Reservation of Easements (“CC&Rs” or “Declaration”); or, if Owner fails to so remove the EVCS or TOU, then the same may be removed by the Association, upon at least twenty (20) days prior written notice, the cost of which shall be imposed upon the Owner pursuant to the assessment provisions of the CC&Rs.
 - If the EVCS or TOU is procured by lease, the lease agreement must contain a provision which provides that same will be removed by the lessor at the end of its useful life, or immediately upon Owner’s abandonment of or failure to maintain same.
 - Any and all Owners wishing to install an EVCS or TOU shall enter into a Covenant and Agreement with Association, which will be recorded in the Los Angeles County Recorder’s Office so as to provide notice to all subsequent

Owners. The installing Owner shall disclose to prospective buyers, and by the Covenant and Agreement executed by Owner does constructively disclose to the same, the existence of the EVCS or TOU and all responsibilities of Owner appurtenant thereto.

- The installing Owner must obtain separate electrical service for the EVCS or TOU, and must pay all costs of electricity usage pursuant to the terms of the agreement between Owner and the appropriate electrical utility provider.
- The installing Owner must indemnify, defend and hold harmless the Association and Managing Agent, and their respective officers, directors, agents, employees, insurers, and attorneys for all costs, including, but not limited to, reasonable attorney's fees, in connection with any and all claims, demands, judgments, settlements, and actions whatsoever arising out of the installation and/or existence of the EVCS or TOU (or the Board's approval of same) and/or damages and resulting damages caused by the EVCS or TOU, or to enforce the terms of the Covenant and Agreement.
- The installing Owner shall otherwise comply with all provisions of California *Civil Code* Section 4745, any superseding statute, and applicable California law.

Should an installing Owner fail to install, repair and maintain his/her/its EVCS or TOU in accordance with the Association's governing documents, including this Policy, and/or California law and Building Codes, the Owner must allow the Association and its agents access to the EVCS or TOU to effectuate repairs and prevent any damage to the Common Areas, Exclusive Use Common Areas, or other Units. The cost of such repairs, if such repairs are deemed the responsibility of the Owner, will be charged to the Owner in the form of an assessment in accordance with the Association's governing documents and *California Civil Code* Sections 5600-5740.

Upon adoption of this Policy, any charging of any vehicle on the property by any method or with any equipment that has not been implemented according to this policy shall be prohibited.