



KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

These disclosures include:

1. **2022-2023 Annual Policy Statement:** This is the Annual Policy Statement required by Civil Code 5310.
 2. **2022-2023 Annual Assessment Collection Procedure:** explains the collection process for delinquent assessments and includes the Assessment and Foreclosure Notice. As our Association legal representative, Fong & Fong, APC, is responsible for setting this policy in motion.
 3. **Assessment Collection Resolution:** states that authorization by a vote of the Board is necessary before our legal representative, Fong & Fong, APC, may proceed with the final step of a foreclosure sale.
 4. **Fines Procedure:** This is the procedure that is now in Kingswood Village's Rules and Regulations.
 5. **Alternative Dispute Resolution** is a form required to be mailed to you on an annual basis. This resolution deals with the procedures to be followed involving a dispute between the Association and the Owner.
 6. **Escrow fees and documents:** AB690 requires all associations to disclose any fees associated with escrow and associated documents.
 7. **2022-2023 Insurance Disclosure** provides certain information as required by Section 5300 (b) (9) of the Civil Code. It is not a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Homeowners should consult with their individual insurance broker or agent for appropriate additional coverage.
- Thank you for your attention to this matter. These are important papers related to your ownership at Kingswood Village. Please review them and keep them in a secure location.

Linda Garcia, President
Kingswood Village Property Owners Association

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

ANNUAL POLICY STATEMENT (Civil Code Section 5310)

2022-2023

1. Official Communications shall be received by: President/Secretary of the Board of Director (P.O. Box 815, Kings Beach, CA 96143)
2. Members may submit a request to have notices sent to up to two different specified addresses pursuant to Civil Code Section 4040.
3. The Association does not have a designated location for members to post general notices. Members are permitted to post opinions or exchange ideas online at kvpoa.org.
4. Members may receive general notices by one of the following methods: first class mail, postage prepaid, registered on certified mail, express mail, or overnight delivery by express carrier addressed to the member at the address last shown on the books of the association. If members have consented in writing, delivery may be by e-mail, facsimile, or other electronic means; such consent may be revoked, in writing, by the recipient.
5. Members have a right to obtain copies of board meeting minutes and may mail written requests the address listed in item 1. The minutes are also posted at kvpoa.org.

6. For a statement of assessment collection policies see attached *Annual Statement of Collection Procedure and Assessment Collection Resolutions*.
7. For a statement describing the association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments see attached *Annual Statement of Collection Procedure and Assessment Collection Resolutions*.
8. For a statement describing the association's discipline policy see attached *Fines Procedure*.
9. For a statement of dispute resolution procedures see attached "*Alternative Dispute Resolution*" and Civil Code sections 5900-5965. To the extent there is any conflict between the *Alternative Dispute Resolution* procedure and the current Civil Code, the Code will control.
10. Requirements for association approval of a physical change to the property are contained in Articles V and VI of the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Kingswood Village Property Owners Association recorded June 26, 2009 and may be supplemented by Architectural Rules. Prior to submitting an application for approval of a physical change please contact the Association for current Architectural Rules.
11. For the mailing address for overnight payments of assessments see attached: *Annual Statement of Collection Procedure*.
12. For Insurance Disclosure Statement please see attached *2021-2022 Insurance disclosure*

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

Annual Statement of Collection Procedure

2022-2023

NOTICE ASSESSMENTS AND FORECLOSURE. This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

ASSESSMENTS AND FORECLOSURE: Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using

judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

Code Compliant Delinquent Assessment Policy (2015)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

PAYMENTS: When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

MEETINGS AND PAYMENT PLANS. An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. ([Section 5665](#) of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. ([Section 5665](#) of the Civil Code)

DEBT OF OWNER; LATE CHARGES AND INTEREST: Regular or special assessments; late charges (10 percent of the delinquent assessment or \$10 whichever is greater); costs of collection; attorney's fees and interest (annual interest not to exceed 12% commencing 30 days after the due date), shall be a debt of the owner at the time the assessment or other sums are levied. Owners will be charged \$25 for returned checks.

Code Compliant Delinquent Assessment Policy (2015)

PRIORITY OF ASSESSMENT PAYMENTS AND OVERNIGHT PAYMENT ADDRESS: Payments shall first be applied to the assessments owed, and then shall be applied to costs of collection, attorney's fees, late charges, and interest. The mailing address for overnight payments is:

**A-B Service
1136 Saranap Ave., Suite N
Walnut Creek, CA 94595**

If your account has been turned over to Fong Strategies Group/Fong & Fong, APC, for collection of delinquent assessments the address for overnight payment is:

Fong Strategies Group
Fong & Fong, APC
2161 Harbor Bay Parkway
Alameda, CA 94502

Payments may be made by telephone: (866) 729-5327, option 1 or online at www.FongASG.com

PRE-LIEN NOTICE: At least 30 days prior to recording a lien the association shall notify the owner by certified mail of the following: a description of the collection and lien enforcement procedures, the method of calculation, a statement that the owner has the right to inspect the association records and the notice shall include the mandatory language in Section 5660 of the Civil Code statement.

PAYMENT PLAN: Owners may submit written requests to meet with the board to discuss payment plans and the association shall provide standards for payment plans if any exist. The board and the owner shall meet in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of the notice. If there is no regularly scheduled board meeting within that period the board may designate a committee of one or more directors to meet with the owner. Additional late fees shall not accrue during the payment plan period if the owner is in compliance with the terms of the payment plan. Payment plans shall not impede an association's ability to record a lien on the owner's separate interest to secure payment of delinquent assessments. In the event of a default on any payment plan, the association may resume its efforts to collect the delinquent assessments.

PRE-LIEN DISPUTE RESOLUTION: Prior to recording a lien an association shall offer the owner and if requested by the owner shall participate in dispute resolution pursuant to the association's "meet and confer" program as required by the Civil Code.

DECISION TO LIEN FOR DELINQUENT ASSESSMENTS: Liens shall be recorded at least 30 days after the pre-lien notification. The board, by a majority vote at an open meeting, has duly approved the timeframe for the recordation of delinquent assessment lien.

LIEN SIGNATURE DESIGNATION: The association designates Fong Strategies Group/Fong & Fong, APC to sign delinquent assessment liens on behalf of the association.

DELINQUENT ASSESSMENT LIEN: The amount of the assessment, collection costs including late charges, and attorney's fees shall be a lien on the owner's separate interest which shall state the amount of the assessment and other sums imposed, a legal description of the owner's separate interest, the name of the record owner, an itemized statement, the name and address of the trustee authorized by the association to enforce the lien by sale and be signed by the person designated as the signatory. A copy of the recorded notice of delinquent assessment shall be mailed by certified mail to every person whose name is shown as an owner of the separate interest in the association's records, and the notice shall be mailed no later than 10 calendar days after recordation. Assessment liens shall be prior to all other liens recorded subsequent to the assessment lien, unless the declaration provides for the subordination of any other liens and encumbrances.

LIEN ENFORCEMENT GENERALLY: After the expiration of 30 days following the recording of the lien, it may be enforced in any manner permitted by law, including suit for money damages, judicial sale, non-judicial sale or acceptance of a deed in lieu of foreclosure.

DECISION TO FORECLOSE: Prior to initiating foreclosure, the association shall offer and if requested by the owner, shall participate in dispute resolution pursuant to the association's "meet and confer" program, except that binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. The decision to initiate foreclosure shall be made by board approval by a majority vote in executive session. The vote shall be recorded in the minutes of the next meeting of the board open to all members. The confidentiality of the owner(s) shall be maintained by identifying the matter by assessor's parcel number. A board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale. Notice to the owner shall be by personal service. If the property is not owner-occupied notice shall be by first class mail at the owner(s)' most current address in the Association's records, if the owner does not have a separate address the association may use the address of the owner's separate property at the association.

FORECLOSURE PROCEDURE: Trustee's sales shall be conducted in accordance with Sections 2924, [2924b](#), and 2924c of the Civil Code. The association shall serve a notice of default on the person named as the owner in the association's records or that person's designated legal representative (the owner may designate a legal representative in a writing that is mailed to the association in a manner that indicates that the association has received it).

RIGHT OF REDEMPTION: A nonjudicial foreclosure for delinquent assessments shall be subject to a 90 day right of redemption.

LIMITATION ON ASSIGNMENTS AND PLEDGES: An association may not voluntarily assign or pledge the association's right to collect payments or assessments, or to enforce or foreclose a lien to a third party, except when the assignment or pledge is made to a financial institution or lender chartered or licensed under federal or state law, when acting within the scope of that charter or license, as security for a loan obtained by the association. This provision does not restrict the right or ability of an association to assign any unpaid obligations of a former member to a third party for purposes of collection.

BOARD OF DIRECTORS

KINGSWOOD PROPERTY OWNERS ASSOCIATION

CIVIL CODE §5650(a), 5660(a) – (f), ASSESSMENT COLLECTION RESOLUTIONS

AS OF JANUARY 1, 2023

WHEREAS, as of January 1, 2006, California Civil Code §5660 extensive modifications become effective;

WHEREAS, Civil Code § 5660 provides prior to recording a lien for delinquent assessments, an Association must offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association’s “meet and confer” program required in Civil Code Section 5670.

WHEREAS, Civil Code § 5705(b) provides prior to initiating a foreclosure for delinquent assessments, an Association must offer the Owner and, if so requested by the Owner, shall participate in dispute resolution pursuant to the Association’s “meet and confer” program required in Article 2 (commencing with §5900) of Chapter 10 or alternative dispute resolution with a neutral third party pursuant to Article 3 (commencing with §5925) of Chapter 10;

WHEREAS, Civil Code Section 5673 provides for liens recorded on or after January 1, 2006. It states the decision to record a lien for delinquent assessment must be made only by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board must approve of the decision by a majority vote of the Board members in an open meeting. The Board shall record the vote in the minutes of that meeting;

WHEREAS, Civil Code §5705(b) provides prior to initiating a foreclosure on an Owner’s separate interest, the Association must offer the Owner and, if so requested by the Owner, participate in dispute resolution pursuant to the Association’s “meet and confer” program required in Article 2 (commencing with §5900) of Chapter 10 or alternative dispute resolution as set forth in Article 3 (commencing with §5925) of Chapter 7; and,

WHEREAS, Civil Code § 5705(c) further provides the decision to initiate foreclosure of a lien for delinquent assessments that has been validly recorded must be only made by the Board of Directors of the Association and may not be delegated to an agent of the Association. The Board must approve of the decision by a majority vote of the Board members in executive session. The Board must record the vote in the minutes of next meeting of the Board open to all members. The Board must maintain the confidentiality of the Owner or Owners of the separate interest by identifying the matter in the minutes by the parcel number of the property rather than the name of the Owner or Owners, a Board vote to approve foreclosure of a lien must take place at least 30 days prior to any public sale;

RESOLVED, all members of the Association are hereby notified of the Association’s standing offer to participate in dispute resolution with any delinquent owner pursuant to the Association’s “meet and confer” program before it records a lien against them for delinquent assessments;

RESOLVED, all members of the Association are hereby notified that the Association shall, if so requested by the Owner, participate in dispute resolution pursuant to the Association's "meet and confer" program required in Section 5670 of Chapter 10 or alternative dispute resolution with a neutral third party pursuant to Article 3 (§ Section 5925) before the Association initiates a foreclosure for delinquent assessments;

RESOLVED, all members of the Association are hereby notified that for liens recorded on or after January 1, 2006, the Board of Directors has approved, by majority decision of the Board members, the recording of a lien against the homes of members who are eligible pursuant for liens to the Association's delinquency policy statement;

RESOLVED, all members of the Association are hereby notified of the Association's standing offer to participate in dispute resolution pursuant to the Association's "meet and confer" program required in Section 5670 or alternative dispute resolution as set forth in Section 5925 of Chapter 7 before the Association initiates a foreclosure on an Owner's separate interest for the non-payment of assessments: Association complex:

RESOLVED, all members of the Association shall receive a copy of this assessment collection resolution electronically or, if requested, via first class mail, as part of the Kingswood Village Annual Disclosure Packet. In addition, the Annual Disclosure document will be available for reference and download on our website kvpoa.org/forms-documents.

CERTIFICATION

I am the Secretary for the Association and I hereby certify that the above resolution was made by way of motion, seconded and voted upon by a majority of the Board members present on the date indicated below.

Kingswood Property Owners Association

Dated: June, 29 2022

Elliot Handwerker, Secretary

APPENDIX A
FINES PROCEDURE

1. PURPOSE:

To establish a procedure for imposing and enforcing fines for violations of the KVPOA CC&R's, By-Laws, Rules and Regulations.

2. APPLICABILITY:

This procedure applies to all unit Owners of the Kingswood Village Property Owners Association. Owners are responsible for the actions of their Guests, Renters, Lessees and Agents.

3. DEFINITION:

Board: Any, and all, members of the Kingswood Village Property Owners Association Board of Directors.

Designee: A person designated by the Board to act on the Board's behalf.

Infraction Notice: Written notification of a Governing Document violation from the Property Manager, or his designee, notifying the Owner, or occupant of the offending unit of the violation.

Governing Documents: The KVPOA Covenants, Conditions and Restrictions (CC&R), By-Laws and Rules and Regulations.

Homeowner: Unit Owner of Record as exhibited in the County records.

Violation: An act or condition in conflict with the Association's CC&R's, By-Laws, Rules and Regulations.

Violator: The person(s) causing the violation.

4. PROCEDURE:

Property Manager:

4.1 When a threat to public safety, or a law violation, is observed or reported (e.g. loud parties, public intoxication, etc.) The Property Manager, his representative or any other occupant shall report the threat or violation to the Placer County Sheriff's Department at (530) 581-6330.

4.2 The Property Manager or his designee has the authority to declare a situation a fire Safety violation and issue an immediate safety violation fine as outlined in KVPOA Fine Schedule be negated by this action.

4.3 When a violation is reported to the Property Manager, or his representative (530) 546-5003, by an Owner, Guest, Renter, lessees, or agent, the Property Manager must verify the validity of the violation and, if found valid, will try to contact the violator, if safe to do so, as soon as possible in an attempt to informally correct the violation.

4.4 The Property Manager, or his representative, will fill out, and sign, an Infraction Notice. One copy of this Infraction Notice will be delivered to the violator, placed on the offending vehicle or affixed to the door of the unit involved. A second copy of the Infraction Notice will be submitted to the President of the KVPOA Board of Directors as soon as possible within seven days of the notification of the violation.

KVPOA Board President:

4.5 If the Board President determines that a violation has not occurred, or that action is not warranted, the Board President shall return the Infraction Notice to the Property Manager who will notify the person(s) who submitted the complaint.

4.6 If the Board President determines that a violation has occurred and that action is warranted, the Board President shall, as soon as possible within seven days of receipt of the Infraction Notice, send notification of the violation to the Owner of Record of the unit involved via USPS, e-mail or a telephone call. If the Owner of Record is notified by telephone, a written confirmation will

also be mailed via USPS to the Owner of Record. The Infraction Notification letter shall state the nature of the violation, corrective action necessary to clear the violation and a warning as to future fines to be imposed if this violation is not corrected, or if the violation reoccurs. Once the Owner of Record is notified of the violation, subsequent violations are subject to fines as listed below.

4.7 If the violation is not satisfactorily corrected by the date stated in the President's Infraction Notification letter, or a reoccurrence of the original violation occurs, the Board President shall send a second letter, e-mail or telephone call, with written confirmation, to the Owner to levy a fine of \$100.00 plus any applicable fees.

4.8 Failure to correct the original violation by the date given in the Infraction Notice Letter, or subsequent violations of the same infraction, shall result in a doubling of the fine. Maximum fine for each violation is \$400.

4.9 After an Owner of record has been notified of a violation, and or a fine imposed, the Owner of Record of the affected unit has seven days to appeal the violation, and or fine, to the KVPOA Board of Directors. That appeal will be heard at the next scheduled Board of Directors meeting with at least 10 days written notice to the Owner making the appeal.

4.10 If the Owner of Record fails to correct the violation after the imposition of the maximum fine, the Board may initiate correction of the violation. This would occur after fines reach the \$400 maximum amount. Total costs incurred by the Association to correct the violation shall be charged to the Owner's account. Fines already imposed shall not

5. FINE SCHEDULE:

1 ST INFRACTION.....	\$100
2 nd INFRACTION (same offense) or failure to correct within allotted time	\$200
3 rd INFRACTION (same offense) or failure to correct within allotted time	\$300
Additional violations (same offense) or failure to correct within allotted time.....	\$400
SAFETY VIOLATION	\$500
Continuing SAFETY violations	Daily fines of \$500 until corrected
SUSPENSION.....	Common area privileges may be suspended
Assessment:	May be levied to reimburse HOA expenses

6. ENFORCEMENT OF FINES

Payment of fines, legal fees, clean up, repair, etc. shall be invoiced to the Owner. Non- payment or late payment shall be treated in a like manner as late payment of monthly Association fees.

7. VALIDITY:

This Fine Procedure was approved by the KVPOA Board of Directors at the May 24, 2014 meeting and is enforceable 30 days from that date.

ALTERNATIVE DISPUTE RESOLUTION

(CC&Rs Page 45-46)

[12.7] Internal Dispute Resolution/Alternative Dispute Resolution Procedures:

The two procedures to invoke dispute resolution between the Association and Owner are as follows:

(a) Either party to a dispute may invoke the following procedure:

- (i) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
- (ii) A Member of an Association may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
- (iii) The Association's Board of Directors shall designate a member of the Board to meet and confer.
- (iv) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in an effort to resolve the dispute.
- (v) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
- (vi) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the Association.

(2) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

(b) If the first procedure fails or the Member is unwilling to participate, the second procedure is as follows:

The invoking party, be it the Association or the Owner, if the controversy involves declaratory relief or injunctive relief in conjunction with a claim for monetary damages, other than Association assessments, not in excess of five thousand dollars (\$5,000), related to the enforcement of the governing documents, shall serve upon the other party, in the manner as prescribed for service in a small claims action as provided in Section 116.340 of the Code of Civil Procedure, a Request for Resolution.

(i) The Request for Resolution shall include:

(1) A brief description of the dispute between the parties,

(2) A request for alternative dispute resolution, and

(3) A notice that the party receiving the Request for Resolution is required to respond thereto within 30 days of receipt or it will be deemed rejected.

(ii) If alternative dispute resolution is accepted by the party upon whom the Request for Resolution is served, the alternative dispute resolution shall be completed within 90 days of receipt of the acceptance by the party initiating the Request for Resolution, unless extended by written stipulation signed by both parties. The costs of the alternative dispute resolution shall be borne by the parties

(1) The Association shall provide a fair, reasonable, and expeditious dispute resolution procedure that shall satisfy all of the following requirements:

- a. The procedure may be invoked by either party to the dispute.
- b. If the procedure is invoked by a member, the Association shall participate in, and is bound by any resolution of the dispute pursuant to, the procedure.
- c. If the procedure is invoked by the Association, the Member may elect not to participate in the procedure. If the Member participates but the dispute is resolved other than by agreement of the member, the Member shall have a right of appeal to the Association's Board of Directors.
- d. An agreement reached pursuant to the procedure, that is not in conflict with the law or the governing documents, binds the parties and is judicially enforceable.
- e. A Member of the Association shall not be charged a fee to participate in the process.

(2) Members of the Association shall annually be provided a summary of the provisions for dispute resolution, which specifically references Section 5965, et seq. of the Civil Code. The summary shall include the following language: "Failure by any member of the Association to comply with the pre-filing requirements of Section 5930 of the Civil Code may result in the loss of your rights to sue the Association or another member of the Association regarding enforcement of the governing documents." The summary shall be provided either at the time the pro forma budget required by Section 5300 of the Civil Code is distributed or in the manner specified in Section 5016 of the Corporations Code. Any Request for Resolution sent to the Owner of a separate interest shall include a copy of Section 5925, et seq. of the Civil Code.

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

ESCROW FEES AND RELATED COSTS

AB 690 became effective January 2019. This new California legislation “is intended to better educate members and provide transparency regarding costs charged to obtain documents in escrow and to increase transparency between associations and the firms who manage them.” *Echo Journal*, March/April 2018.

Kingswood Village has the following documents available for printing free of charge on our website by any interested party. See kvpoa.org forms and documents and board minutes.

- Annual Budget report or summary
- Architectural Review Application
- Articles of Incorporation
- Covenants, conditions and restrictions (CC&R)
- CPA Reviewed Financial Statements of the Association for the most recently concluded fiscal year.
- Homeowner Annual Disclosure Packet
- Insurance Disclosure
- Kingswood Village Property Owners Association By Laws
- Kingswood Village Property Owners Association Rules and Regulations
- Map of Complex
- Minutes of regular board meetings and annual meeting
- Pool Rules
- Pro Forma Budget
- Reserve Study summary
- Room Rental Application
- Short Term Vehicle Registration

Potential Charges:

- If a summary disclosure document utilized by the CA Association of Realtors is requested, our accounting firm A-B Service will prepare the form for a fee of \$60.00
- If an organization providing financing requests that information be provided regarding Kingswood ownership, or more specifically their risks, the requesting organization is charged a fee typically in the range of \$90 - \$180 depending of the complexity of the requested information. This fee is also charged by AB service and is sometimes absorbed by the requesting institution or shared between buyer and seller in some ratio based on their purchase /sale agreement.

Potential Conflicts of Interest:

- Kingswood Village does not utilize an outside management firm. All business relationships are evaluated by the board of directors and no conflicts of interest are apparent in the day to day operations of the Association’s business nor its long term planning and financial decisions.

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

2022-2023 Insurance Disclosure

**2022 – 2023 INSURANCE DISCLOSURE
(Menath Insurance, An Alera Group Company)**

PROPERTY LIABILITY COVERAGE

American National Lloyds Insurance

Effective Date: 3/01/2022 -3/01/2023

Limits: \$63,000,000

Deductible: \$25,000

Section 5300 of the Civil Code, requires that the association disclose to its owners certain information regarding the insurance policies carried by the association. This form meets the requirements for the code. For Certificate of insurance please contact Menath Insurance at 775-831-3132, or email rwright@menath.com or lnelson@menath.com.

**2022 – 2023 INSURANCE DISCLOSURE
(Edgewood Partners Insurance Center)**

GENERAL LIABILITY COVERAGE

James River Insurance Company

Effective Date: 3/31/2022 -3/31/2023

Limits: \$1,000,000 per occurrence
\$2,000,000 aggregate

Deductible: \$2,500

This policy extends coverage to individual unit Owners, but only with respect to their liability arising out of the ownership, maintenance or repair of that portion of the premises which is not reserved for their exclusive use or occupancy.

EXCESS GENERAL LIABILITY COVERAGE

James River Insurance Company Scottsdale Indemnity Company

Effective Date: 3/31/2022 -3/31/2023

Limit: \$10,000,000 per occurrence
\$10,000,000 aggregate

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION

2022-2023 Insurance Disclosure

DIRECTORS & OFFICERS LIABILITY INSURANCE

Continental Casualty Company
Effective Date: 3/31/2022 - 3/31/2023

Liability Limit: \$3,000,000
Deductible: \$5,000

CRIME INSURANCE

Travelers Casualty and Surety Company of America
Effective Date: 3/31/2022 – 3/31/2022

Employee Dishonesty Limit: \$2,000,000
Deductible: \$15,000

COMMERCIAL AUTO INSURANCE (Pickup Trucks)

Ohio Security Insurance Company
Effective Date: 3/31/2022 – 3/31/2023

Liability & Uninsured Motorist
Limit: \$1,000,000
Medical Payments Limit: \$5,000
Comprehensive Deductible: \$250
Collision Deductible: \$500

EQUIPMENT INSURANCE (Loaders, Snow Blowers, etc)

The Ohio Casualty Insurance Company
Effective Date: 3/31/ 2022 - 3/31/ 2023

Schedule of Existing
Equipment: \$145,813
Unscheduled Tools &
Equipment \$5,000
Newly Acquired Property
Limit: \$43,744
Deductible: \$500

WORKERS COMPENSATION INSURANCE

Markel Insurance Company
Effective Date: 1/01/2022 - 1/01/2023

Employer's Liability Limit: \$1,000,000

KINGSWOOD VILLAGE PROPERTY OWNERS ASSOCIATION
P.O. Box 815
1001 Commonwealth Drive Kings Beach, CA 96143

2022-2023 Insurance Disclosure

KVPOA's Insurance Broker is Edgewood Partners Insurance Center (EPIC Insurance Brokers). If you have any questions regarding insurance coverage, call John Antaki (925-852-0416), the EPIC Broker, or Cheryl Kough (925-852-0420), the EPIC Account Manager, or your Board Vice President.

This summary of the Association's policies of insurance provides only certain information, as required by subdivision (e) of Section 5300(a)(9) of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any Association member may, up on request and provision of reasonable notice, review the Association's insurance policies and upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the Association maintains the policies of insurance specified in this summary, the Association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.

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