



**KINGSWOOD VILLAGE PROPERTY OWNERS' ASSOCIATION**

Dear Homeowner:

This manual has been prepared to help you become familiar with the KVPOA Rules and Regulations.

The Board asks each Homeowner to review and support the following Rules and Regulations. In the event of changes to State and Local laws which impact on this document, State and Local laws will take precedence over the Kingswood Village Rules and Regulations.

The purpose of the Rules and Regulations is to:

- Provide a pleasant and congenial living environment for all in the Kingswood Village Community.
- Promote the safety and security of all Homeowners, Renters, and Guests.
- Keep Homeowners dues to a minimum.
- Provide a clear understanding of financial responsibility for damage caused by fire, accidents, vandalism, etc.

Violations of these Rules and Regulations are subject to possible fines. The Fines Procedure is described in Appendix A of this manual.

The Board would like to remind each Owner that he/she is directly responsible for the actions of his/her Guests and Renters. It is recommended that the Owner provide a copy of these rules to Renters and Guests as well as maintain a copy in their townhouse for easy reference.

If you have any questions, please feel free to contact any KVPOA Board member. We look forward to working with you to keep Kingswood Village a well-managed community.

Respectfully,

**KVPOA Board of Directors**

Revised September 4, 2024

**KINGSWOOD VILLAGE PROPERTY OWNERS**

**ASSOCIATION RULES AND REGULATIONS**

**TABLE OF CONTENTS**

1. Definitions	2
2. Community Living	3
3. Homeowners and Association Relationship	5
4. Use of Recreational Facilities	6
5. Parking	7
6. Maintenance, Services, Accounting	8
7. Safety and Insurance	9
8. Appendix A: Fines Procedure	11
9. Appendix B: Associations Insurance Coverage	14
10. Appendix C: Rules for Kingswood Homeowners Who Rent Their Unit	15

Revised September 4, 2024

## DEFINITIONS

**Association:** Kingswood Village Property Owners Association (KVPOA).

**Board:** Kingswood Village Property Owners Association Board of Directors

**Decks:** The roofed structures projecting from the walls of the first and/or second floor of a townhouse, that includes, the wood flooring, railings, and roof. Access to the decks is from inside the townhouse through the sliding door of either the living room or a bedroom. Any reference to a balcony of a townhouse of this Association will mean deck as defined herein.

**Entrance Porch:** Wooden structure from sidewalk to front door of townhouse; includes steps, flooring, walls, storage closet, and railings, if any.

**Fixtures:** In this Rules and Regulations document, the term fixtures have a special legal meaning, which helps delineate the Association's insurance paid for by Homeowner Association dues, and the individual townhouse insurance each Homeowner pays to insure the contents and fixtures of his/her unit. Fixtures are that part of your unit within the bare walls, floors, and ceilings that you own such as the built-in appliances, the cabinets, the counters, the carpeting or other floor coverings, the light fixtures, the wall paneling, wallpaper, bathroom and kitchen plumbing fixtures, the furnace, and the water heater. The original construction fireplaces beamed, and wood-paneled ceilings and stairways are not considered fixtures but are part of the basic building structure.

**Guests:** Non-paying occupants approved by the Homeowner.

**Maintenance:** The Maintenance Crew employed by the Association.

**Renters:** Paying occupants of the townhouse contracted by the Homeowner or Rental Agency.

## COMMUNITY LIVING

1. Homeowners, Guests and Renters are expected to be considerate of their neighbors at all times. No unnecessary noise is allowed before 8:00 AM or after 10:00 PM. Excessive noise is not allowed at any time. Any Homeowner violating this rule will be subject to a warning notice and then fined in accordance with the Fines Procedure listed in Appendix A. Contractor work hours are limited from 8:00AM to 5:00PM, Monday through Friday.
2. Exterior surfaces of the townhouses, entrance porches and stairs, entrance doors, decks, and the areas below the deck areas of the townhouses are areas that KVPOA is legally obligated to maintain, repair and replace. These areas must be kept in an attractive, uncluttered condition. General storage other than firewood is not permitted on decks and no storage is allowed below decks.

The only items permitted on decks are deck furniture that is intended for outdoor use; KVPOA authorized barbeques; bicycles while the unit is occupied; paddleboards; and firewood, stored according to KVPOA regulations. **All firewood must be completely covered with a brown fire-retardant tarp with a California State Fire Marshal's stamp of approval or with a tarp that meets NFPA code 701.** All items on the decks should be kept to a height below that of the deck railings. Flowerpots must be 15 inches in diameter or less (limit three per deck), and they must be sitting in a water catchment dish.

Hanging items are allowed but must be limited to two items per deck. Bird feeders are limited to one per upper deck only, and wind chimes limited to one per unit. No string lights, other than holiday displays on federally designated holidays, are permitted. Holiday lights may only be displayed for one week before and one week after the official holiday. Deck wall decorations are not permitted outside the perimeters of the decks and should be appropriate to the mountains. One 3' by 5' or smaller flag is permitted per unit, to be placed on an existing 6" by 6" post, at the entry or on the upper deck.

**NO ITEMS, INCLUDING LAUNDRY, ARE PERMITTED ON DECK RAILS, ENTRANCE PORCH RAILS OR STAIRS AT ANY TIME.**

KVPOA approved sunshades, in good condition, are permitted while unit is occupied. Sunshades or any other materials cannot be used to enclose the deck area. Only KVPOA approved "mesh" fencing may be used to enclose the lower railing portion of the deck. If there are complaints about the items placed on decks, deck walls, entrance porches and stairs, or entrance doors, the Property Manager will review the situation and take appropriate action."

3. Outside antennas and awnings are prohibited. Satellite antenna dishes are permitted but must have written approval by the KVPOA Board prior to installation and must be installed in accordance with all KVPOA Board regulations. Minimum regulations for satellite dishes include:
  - Installation limited to one dish with maximum size of 30 inches in diameter. · The dish may be installed on a tripod on the deck or mounted on the townhouse wall, but in either case the entire installation must be within the footprint of the deck and in a location with the least intrusion of your neighbors' view.
  - Installation must be approved by the Property Manager before installation.

As a satellite dish installation is considered a modification to the exterior of the townhouse, the application for approval shall be in accordance with Architectural Review procedures in the KVPOA CC&Rs. Because the Property Manager must approve the final installation, it is strongly recommended that you review your plans for a satellite dish installation with the Property Manager before filing your application.

4. Any modification and/or addition to any part of the exterior of the townhouse must have prior written approval by the KVPOA Board of Directors in accordance with the Architectural Application and Review Procedures in the KVPOA CC&Rs, and all changes must conform to the existing color and design.
5. "For Rent" or "For Lease" signs are not permitted. "For Sale" signs are allowed and shall be no larger than 18" x 24". They must be placed on the inside of windows and only one sign is allowed per unit. Signs cannot be attached to the outside of any building.
6. Common areas must be kept clean. Refuse and garbage are to be placed in the large dumpsters located throughout the property. Ashes must be placed in the special red metal garbage cans located next to the large dumpsters. Disposal of large items such as appliances, mattresses, furniture and construction debris is the responsibility of the Homeowner and cannot be disposed of in the on-site dumpsters. Disposal of paint, motor oil or any other flammable or toxic material in the dumpsters is prohibited as well. Violators will be fined in accordance with the Fines Procedure listed in Appendix A.
7. Only Kingswood Homeowners and Guests are allowed to have dogs in their townhouse or on the Kingswood Village Premises. Lessees, as well as short- and long-term renters, are NOT allowed to have dogs anywhere on Kingswood Village Property. Homeowners and Guests are responsible for their pets and respective cleanup. When outside the townhouse, pets must be on a leash at all times and in the control of a responsible person and are not permitted within the recreational facilities. Loose, unleashed and unduly noisy pets are subject to fine or removal by animal control officers. Personal injury or property damage caused by pets is the responsibility of the Homeowner as well as the pet's Owner. In August 2008, the Board of Directors passed a resolution stating, "Any dog biting a human being is immediately and permanently banished from the Kingswood complex." Dogs cannot be chained, or tethered, to any structure or landscape in the common area. Violation of this rule may result in the imposition of maximum fines.
8. No business of any kind shall be established, maintained, operated, permitted or conducted in any part of the complex except as permitted by local ordinance and approved by the Board.
9. The maximum occupancy of all townhomes in Kingswood Village shall be no more than two individuals per living space: two per bedroom, two in the living room, and two in the loft.
10. All Short-Term Rentals (30 days or less) within Kingswood Village shall comply with Placer County Short Term Rental Ordinance that was passed by Placer County November 19, 2019 and as maybe updated in the future.
11. No owner, family member, tenant, resident, guest, business invitee or visitor shall vape, smoke cigarettes, cigars, or any other tobacco or cannabis product anywhere other than within the unit interior. This prohibition shall include the outside common area, enclosed common areas, exclusive common areas (balconies and patios) and all nonresidential buildings within the development.<sup>4</sup>

Revised September 4, 2024

## HOMEOWNER AND ASSOCIATION RELATIONSHIP

1. The KVPOA is responsible for maintaining the structure and exterior surfaces of the townhouses and the common grounds as well as the recreational facilities. Each Homeowner is responsible for maintaining interior walls, plumbing, heating systems and electrical wiring as well as all fixtures, contents, and windows within the footprint of the townhouse.
2. While the KVPOA has the responsibility aforesaid, in cases where the occupant(s) of the unit have caused damage requiring repair of the exterior surfaces, and where those surfaces are damaged or destroyed by the negligence, recklessness, or intentional conduct of the occupant(s), the KVPOA will bill the Owner of the unit for the reasonable cost of the labor and materials involved in effecting the repair. If such charge is not paid within 60 days of the billing date, the KVPOA may file a lien against the unit involved, or may sue to collect the delinquency, in accordance with the procedures set forth in Article IV of the Association's Declaration of Covenants, Conditions, and Restrictions.
3. Each Homeowner must provide a set of keys for his townhouse to the Property Manager. These keys are placed in a locked cabinet. In case of an emergency such as fire and floods (from frozen pipes) immediate access to your townhouse is required. In addition, Maintenance needs access to enable chimney inspection/sweeping. Maintenance will leave a notice for the Owner whenever they enter a townhouse.
4. A current mailing address, e-mail address (if available) and a telephone number where the Homeowner can be reached in case of an emergency must be provided to the KVPOA Board and the Property Manager. If more than one person/family owns a townhouse, the KVPOA Board of Directors needs to know the "Owner of Record" who will be the only one to receive statements, newsletters, etc. said person has the responsibility to distribute all such documents to other Owners.
5. Changes to the townhouse interior structure, piping, or wiring or to its exterior must be submitted for approval to the KVPOA Board, utilizing the Architectural Review Application, not less than 45 days prior to the anticipated starting date of the work. Obtaining all required Placer County Building Permits is the responsibility of the owner, and the permits must be made available to the Property Manager upon request. Violations are subject to the Fines Procedure of these Rules and Regulations.
6. KVPOA Board approved changes as well as replacements of furnaces and water heaters must have the required permits and an approved Architectural Review Application, and they must be installed by a licensed contractor who is properly insured to perform work for Associations. Any work with a combined labor and material cost of more than \$500.00 requires a licensed and insured contractor.
7. Electronic notification of a like kind emergency replacement shall result in provisional approval by the Architectural Review Committee/Board conditioned upon submittal of a Placer County "after the fact" permit as well as completed Architectural Review Application to the Architectural Review Committee /KVPOA Board for review and final approval. Violations are subject to the Fines Procedure of these Rules and Regulations. (Motion 2022.54 August 8, 2022 Special Meeting)

## USE OF RECREATIONAL FACILITIES

### **(Pool, Exercise Room, Sauna, Tennis Courts)**

1. These facilities are for the exclusive use of KVV Homeowners, Guests, and Renters. You are responsible for keeping and leaving the facilities orderly and clean.
2. Any person using these facilities does so at his/her own risk. Lifeguards are not provided by the KVPOA.
3. The KVPOA assumes no responsibility for lost or stolen articles.
4. Smoking is not allowed in the pool area, exercise room, tennis courts or within 50 feet of the pool gate or pool perimeter.
5. Proper swim attire must be worn in the pool area at all times. For children needing diapers, it is **REQUIRED** that the diapers be waterproof swim diapers.
6. Your pool card is required to enter the pool area. This will allow you access to the sauna and bathrooms. You may sign up to use the tennis courts at the pool entrance where the gate code is available from the pool attendant.
7. If you do not have your pool card do not request access to the facilities from the pool attendant. The pool attendant is not authorized to grant access unless you have your pool card.
8. Children under 12 years of age must be accompanied by an adult in the pool area and exercise room. The adult must be an Owner, Renter or Guest at Kingswood Village.
9. Children are not allowed to play in the bathroom, shower, sauna or exercise room.
10. Horseplay and running on the pool deck are prohibited.
11. No large inflatable toys are allowed in the pool. Toys not being used must be removed from the pool and surrounding pool deck.
12. Beverages are allowed in plastic or metal containers only. **NO GLASS!!!**
13. Use of audio devices is allowed only with personal headphones.
14. Reserving deck chairs and lounges is not permitted.
15. The Property Manager, or an authorized representative, has the right to request that any person who violates the above rules leave the recreational facility.
16. Failure to observe these rules could lead to the loss of facility privileges.

## **PARKING**

1. Parking is allowed only in marked areas and all vehicles must be parked within painted lines.
2. Parking of recreational vehicles, trailers and boats is only permitted in the Sports Facility Parking Lot. Vehicles stored in the Sports Facility Parking Lot must be registered with the Property Manager. Recreational vehicles with living facilities are limited to 3 days parking. The Sports Facility Parking Lot is open only during summer months and all vehicles must be removed by October 15th. Any vehicle not removed will be towed away at Owner's expense. The Sports Facility Parking Lot is also to be used for overflow parking of vehicles when normal marked areas are not available due to crowded conditions in the residential parking area. All vehicles using the Sports Facility Parking lot must be registered with the Property Manager unless they are parked for day use only.
3. Long term parking of one week or longer of any vehicle in the marked parking spaces is strictly prohibited. Long-term parking in the sports facility lot is only permissible at the discretion of the Property Manager. Please check with the Property Manager.
4. Vehicles must be moved every 24 hours during winter for snow removal. If vehicles are not moved every 24 hours, an Infraction Notice will be issued. The vehicle will be towed at Owner's expense, or the Owner will be fined if the vehicle is not moved within 24 hours of that Infraction Notice.
5. Speed limit signs are posted in the Kingswood Village parking areas and roads and must be observed. Please back up carefully. Children play in the parking areas.
6. Parking in all lots is limited to a total of 3 cars per townhouse. Violators will be cited, and extra cars will be towed, or the Owner fined if not removed within 24 hours of ticketing. Owners and Renters are encouraged to carpool whenever possible to limit the number of cars during the peak summer and winter months.
7. Overnight occupancy of vehicles is not permitted.
8. Overnight parking of commercial utility vehicles or trucks with utility beds is not allowed in the paved parking lots.
9. All vehicles must be currently registered and be in operable condition.
10. Working on vehicles in the Kingswood complex is prohibited.
11. Chain installation is only permitted within the marked parking areas.
12. Any vehicle parked outside the marked parking spaces or parked in the fire lanes will be towed without notice to the Owner and at the Owner's expense.
13. Parking regulations signs are posted at various parts of the complex and are enforced.
14. Infraction Notices will be issued for violations of these parking rules. If the violation is not cleared within 24 hours the vehicle will be towed at the Owner's expense or the Owner fined.
15. Members, tenants and guests are prohibited from parking in spaces marked "Reserved".
16. Unauthorized parking in "Reserved" spaces is subject to immediate tow.



## **MAINTENANCE SERVICES and ACCOUNTING**

1. The Property Manager and crew will perform or procure all outdoor services such as snow removal, outside painting, planting, lawn mowing, chimney inspection and sweeping. These services are funded from the KVPOA Homeowners' dues. The Property Manager and crew are also responsible for the maintenance of all common areas and property such as buildings, walkways, parking lots, piping and drainage outside the footprint of the townhouses. Smoke alarms, CO Detectors, and fire extinguishers should be inspected once a year by the Homeowner.
2. All appliances, televisions, furnaces, etc. are the property of the Homeowner, who is responsible for their repair and maintenance.
3. Maintenance is not staffed to handle service calls except in cases of emergencies or during the slow seasons, and in these cases at Owner's expense. The KVPOA Maintenance rates for service are set by the KVPOA Board. The KVPOA Board has established a labor fee of \$75.00 per hour with a minimum charge of one hour (\$75.00). Materials are invoiced at cost plus 15% for handling.
4. Maintenance has the right to reject service requested by a Homeowner. If Maintenance has agreed to perform a service, it will only be done as time permits, as determined by the Property Manager.
5. The Homeowner will be billed on their monthly statement for services performed by Maintenance.
6. If access to a unit is necessary by someone other than Maintenance, the Owner of the unit must give written permission to the Property Manager before the Property Manager will grant access to any unit. Written permission must be received at least 48 hours in advance of the date of requested access. A faxed or e-mailed request, which is acknowledged by the Property Manager, is acceptable.
7. Monthly Association dues are due at the first of each month and must be received by the 15th of each month to avoid late charges. Dues received after the 15th of the month will result in a late charge of 10% being added to the account. If there is a balance due at the end of the month for any charges whatsoever, an interest charge of 1.0 % will be added to the account.
8. Owners are encouraged to keep their accounts current. If a Homeowner's account is over \$750.00 past due or is over 90 days delinquent, a lien will be filed against the unit. Foreclosure will occur when debt exceeds \$1800.00 or is twelve (12) months delinquent.

## **SAFETY AND INSURANCE**

1. Operable smoke alarms, carbon monoxide (CO) detectors and a fire extinguisher must be located in each townhouse and kept in good working condition by the Homeowner. The Fire Department recommendation is that there be a smoke alarm on each floor of the townhouse, including the loft area. Batteries should be changed and tested once per year by the Owner.
2. It is strongly recommended that all townhouses contain a Fire Department approved ash bucket (metal with lid) located close to the wood-burning fireplace.
3. All ashes from fireplaces must be disposed of in the approved ash buckets located next to the garbage dumpsters. Fire danger in the region is very high and extreme caution must be exercised. Dump ashes in red cans near outside dumpsters immediately. Do not leave filled ash buckets on the decks. Any violation of this policy will be considered a safety violation and subject to a safety violation fine as outlined in the Kingswood Village Fine Schedule of our Rules and Regulations.
4. Due to the extreme wildfire danger in the area and a condition of issuing casualty insurance, all open flame grill devices, covered or uncovered, with the exception of those provided by KVPOA, are banned on all Kingswood Village property, including but not limited to common areas, parking lots, entry decks, and decks. Electric grills are allowed to be used on decks but must be inspected and registered with property management before use. **Additionally, all firewood must be completely covered with a brown fire-retardant tarp with a California State Fire Marshal's stamp of approval or with a tarp that meets NFPA code 701.** Any violation of this policy will be considered a safety violation and subject to a safety violation fine as outlined in the Kingswood Village Fine Schedule of our Rules and Regulations. This emergency Operating Rule is effective immediately and will remain in effect for 120 days at which time this operating rule change will become permanent." This rule change, once permanent will be located on Rules and Regulations
5. The Association is responsible for snow removal from parking lots and walkways leading to townhouses. Homeowners, Guests and Renters are responsible for snow removal from their entrance porches and steps.
6. All firewood shall be stored on decks, not on entrance porches, and limited to one quarter (1/4) cord per deck, staggered, per Association Engineer's recommendation.
7. To minimize the possibility of having water pipes freeze and burst causing water damage during winter months, Homeowners are strongly recommended to have their furnaces professionally serviced annually and to keep their thermostats set no lower than 55 Degrees Fahrenheit. Since the Association insurance does not cover fixtures (see definition on page 3), if water damage results to the Homeowner's unit fixtures or adjacent unit fixtures from failure to heed this warning, or from water heater failure or furnace failure, the Association Insurance will not cover such losses. Due to the significant financial liability caused by water damage you are strongly encouraged to purchase adequate insurance.
8. The KVPOA carries fire insurance on the structures and liability insurance for claims arising in the common areas and recreational facilities as outlined in Appendix B of this manual.
9. Owners are encouraged to carry insurance covering the contents, fixtures and personal property of their townhouse as well as for liability claims arising from within their townhouses. See Appendix B.

10. Each Owner is responsible for:
  - a. Any damages inside the boundaries of Owner's townhouse. These boundaries are defined in Appendix B of this manual. Please check with your Insurance Agent to ensure that your insurance coverage boundaries dovetail with the Association's.
  - b. Any liability claims pertaining to any events inside the townhouse.
  - c. Damages anywhere on the Kingswood Village property due to negligence or vandalism caused by an Owner, his/her Guests, or Renters.
11. In the event of damage caused by negligence on the part of the Owner, his Guests or Renters, that Owner is responsible for any amount not paid for by the Association Insurance including the \$10,000.00 deductible. This may amount to the entire cost of damages.
12. Any damage claims must be reported to the Property Manager within two days of the occurrence. A report, in letter form, must also be submitted to the KVPOA Board for Insurance purposes, within two weeks of the occurrence. Please do not contact our Insurance Agent or Insurance Company as this will only delay the processing of claims.

APPENDIX A

FINES PROCEDURE

1. PURPOSE:

To establish a procedure for imposing and enforcing fines for violations of the KVPOA CC&Rs, 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&Rs), 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 designee 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.

4.3 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 President**

4.4 When the Board President has been notified that an infraction has occurred, the Board President shall as soon as possible, within 7 days of receipt of the Infraction Notice, send notification of the infraction to the Owner of Record of the unit involved via USPS, email or a telephone call. If the Owner of Record is notified by telephone a written confirmation will also be mailed by USPS to the Owner of Record. The infraction letter shall state the nature of the infraction, corrective action necessary to clear the infraction, and a warning as to future additional fines to be imposed if this infraction is not corrected, or if the infraction reoccurs. Once the Owner of Record is notified of the infraction, subsequent infractions are subject to fines as listed below.

4.5. If the infraction is not satisfactorily corrected, as determined by the facilities manager, by the date stated in the President's Infraction Notification Letter, or a reoccurrence of the original infraction occurs, the Board President shall send a second letter, email, or telephone call with written confirmation to the Owner of Record to levy a fine of \$100.00 plus any applicable fees.

4.6. Failure to correct the original infraction by the date given in the Infraction Notification Letter, or subsequent violation of the same infraction, shall result in a doubling of the fine. The maximum fine for each infraction is \$400.00.

4.7. After an Owner of Record has been notified of an infraction, and/or a fine imposed, the Owner of Record of the affected unit has seven days to request an appeal of the infraction or the fine to the KVPOA President. The 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.

4.8. If the Owner of Record fails to correct the infraction after the imposition of the maximum fine, the Board may initiate correction of the infraction. This would occur after fines reach the \$400.00 maximum amount. Total costs incurred by the Association to correct the infraction shall be charged to the Owner's account. Fines already imposed shall not be negated by this action.

**5. FINE SCHEDULE**

1 <sup>ST</sup> INFRACTION.....	\$100
2 <sup>nd</sup> INFRACTION (same offense) or failure to correct within allotted time .....	\$200
3 <sup>rd</sup> INFRACTION (same offense) or failure to correct within allotted time .....	\$300
Additional violations (same offense) or failure to correct within allotted time.....	\$400
<b>SAFETY VIOLATION.....</b>	<b>\$500</b>
<b>Continuing SAFETY violations .....</b>	<b>Daily fines of \$500 until corrected</b>
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 after date of mailing.

## APPENDIX B

### INSURANCE COVERAGE

The Kingswood Village Property Owners Association's insurance policies must comply with Paragraph 7.4 INSURANCE (on pages 24 through 27) of the September 18th, 1993, Amendment to the CC&Rs, and the May 27th, 2004, Amendment to the CC&Rs. These two Amendments are the basis for eight types of insurance coverage contracted for by your Board of Directors. These policies are identified by the following names and insurance functions:

1. Buildings Property
2. General Liability
3. Crime
4. Equipment Insurance
5. Commercial Auto
6. Excess General Liability
7. Directors and Officers
8. Workers Compensation

The most important items in this list for Homeowners to understand are items 1, 2, and 6, because they cover the same types of Homeowner insurance that all Owners of residential real estate must consider. Item 1. Building Property is the basic insurance for the repair or replacement of any buildings and residences that might typically be damaged by an unexpected event such as fire. Items 2 and 6 involve Association liability for events like a "slip and fall injury on ice" that might occur on the common grounds (property jointly owned by all Homeowners).

A summary of the most important Association insurance coverage, exclusions, and carriers for Homeowners is prepared and sent out to all Homeowners at least annually by your Board of Directors, so those details will not be covered here. However, due to the important insurance change in the CC&Rs that was made in 2004 regarding Homeowner "fixtures", we emphasize that Homeowner condo policies need to pay special attention to the fact that the Association insurance does not cover Homeowner "fixtures" as defined on page 3 of these RULES & REGULATIONS. It is recommended that each Homeowner transmit to their condo insurance agent to review the latest Association annual insurance summary to be sure that Homeowners individual insurance is compatible with that provided by the Association.

## **APPENDIX C**

### **RULES FOR KINGSWOOD OWNERS WHO RENT THEIR UNIT**

1. All advertisements for rentals and leases must include notice that no dogs are allowed at any time for renters or lessees.
2. Service/Support animals are permitted only if verifiable legal documentation is provided to Kingswood Village Property Manager at least one week in advance of rental date. This must include written confirmation that the tenant has a medical disability requiring the assistance of a service/support animal, documentation from a certified animal trainer that the animal has been trained as a service/support animal, and proof of current rabies vaccination and license for the animal, as required by the State of California.
3. All owners who rent their units for short term (less than 30 days at a time), must have a Transient Occupancy Tax certificate from Placer County and collect the appropriate occupancy taxes. Information is available at [www.placer.ca.gov](http://www.placer.ca.gov).
4. All owners who rent their units for long term (30 days or more), must comply with the Kingswood Village restrictions defined in Kingswood Village C.C. & R's, section 2.6.
5. Owners must comply with Maximum Occupancy regulations, as stated in the Kingswood Village Rules and Regulations.
6. As part of the rental/leasing process, owners or their agents must obtain a signed and dated (or digital acceptance) rental/lease agreement from their renters prior to occupancy. This document must be made available to the Kingswood Village Property Manager within 24 hours of request and include the following: the renter's name, contact phone number and the total number of renters included in the reservation.
7. A copy of our Rules for Renters shall be provided to all renters and/or posted in the rental unit. This document is available at [kvpoa.org/forms-documents](http://kvpoa.org/forms-documents) (Easy Reference / Rules for Renters)