Kirkwood Meadows Association

Operating Rules

This document compiles KMA's operating rules. Specifically, the documents contained herein include:

1. KMA Election Rules
2. KMA Parking Policy
3. KMA Delinquent Collection Policy (including forbearance agreement)
4. KMA Planning Committee Rules and Standards

Kirkwood Meadows Association

Election Rules

Kirkwood Meadows Association

Election Rules

These Election Rules are “operating rules” within the meaning of Civil Code section 4340. These Election Rules shall be interpreted and applied in conjunction with all other KMA governing documents and operating rules.

Section 1. Equal Access.

(a) Any candidate or member advocating a point of view shall be provided access to association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, equal access shall be provided to all candidates and members advocating a point of view, including those not endorsed by the board, for purposes that are reasonably related to the election. The association shall not edit or redact any content from these communications, but may include a statement specifying that the candidate or member, and not the association, is responsible for that content.

(b) All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the board, shall have equal access to the common area meeting space during a campaign, at no cost, for purposes reasonably related to the election.

Section 2. Director Candidate Qualifications.

(a) Candidates for the board shall be owners of lots.

(b) The association shall disqualify a person from nomination as a candidate for not being a member of the association at the time of nomination.

(c) Only one owner per lot shall be eligible to serve on the board at any time.

(d) If title to a separate interest parcel is held by a legal entity that is not a natural person, the governing authority of that legal entity shall have the power to appoint a natural person to be a member for purposes of these Election Rules.

(e) Any member may nominate themselves for election to the board.

(f) A nominee for a board seat, and a director during their board tenure, shall be current in the payment of regular and special assessments. The association may not disqualify a person for nonpayment of fines, fines renamed as assessments, collection charges, late , or costs levied by a third party.

(g) Notwithstanding subdivision (f) above, a member who is not current in the payment of a regular or special individual assessment may still become a candidate if any of the following circumstances is true:

(i) the member has paid the assessment under protest pursuant to Civil Code section 5658,

(ii) the member has entered into a payment plan pursuant to Civil Code section 5665, or

(iii) the member has not been provided the opportunity to engage in internal dispute resolution pursuant to Civil Code section 5900 et. seq.

Section 3. Procedures for Nomination of Director Candidates.

All nominations must be received by the association by 12:00am (midnight) on April 14th. Nominations must be sent via email or mail to the email or physical address specified in the Notice of KMA Director Nomination Procedures and Deadline that will be sent to all members prior to the nomination deadline each year. Nominations from the floor of membership meetings are not permitted.

Section 4. Voting Power of Each Membership.

On each matter submitted to a vote of the members, each member shall be entitled to cast one vote for each lot owned by such member. Single memberships in which two or more persons have a joint interest shall be counted as one vote.

Section 5. Proxies Generally.

"Proxy" means one member gives another member (the "proxy holder") the power to vote on his/her behalf, by written authorization signed by the member conferring his/her power to vote. The proxy holder must be a member. Any member entitled to vote may do so either in person or by one or more agents authorized by a written proxy signed by the member and filed with the secretary of the association.

Section 6. Voting Period for Elections.

Information regarding the period for elections, including the dates and times at which the polls open and close will be included with the ballots. In order for a vote to count, the ballot must be received by the date and time specified.

Section 7. Selecting the Inspector of Elections.

The board shall select an independent third party or parties to serve as the inspector(s) of election. The number of inspectors of election shall be one (1) or three (3). The inspector(s) of election may appoint and oversee additional persons to verify signatures and to count and tabulate votes as the inspector(s) inspectors deem appropriate, provided that the persons are independent third parties.

Section 8. Retention of Association Election Materials.

The association shall retain, as association election materials, both a candidate registration list and a voter list. The voter list shall include name, voting power, and either the physical address of the voter's separate interest, the parcel number, or both. The mailing address for the ballot shall be listed on the voter list if it differs from the physical address of the voter's separate interest or if only the parcel number is used. The association shall permit members to verify the accuracy of their individual information on both lists at least 30 days before the ballots are distributed. The association or member shall report any errors or omissions to either list to the inspector or inspectors who shall make the corrections within two business days.

Section 9. Distribution of Ballots and Election Rules.

Thirty (30) days before an election, the inspector of elections shall deliver, or cause to be delivered, to each member both of the following documents:

(a) The ballot(s) (either paper or electronic, depending on the member's chosen voting method), and

(b) A copy of the election operating rules.

Delivery of the election operating rules may be accomplished by either of the following methods:

(a) Posting the election operating rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font:
"The rules governing this election may be found here: [insert website address]", or

(b) Individual delivery.

For members who have opted to vote electronically:

(a) The ballot will be delivered via a secure electronic voting platform.

(b) Each voter will receive unique login credentials to access and submit their electronic ballot.

(c) Electronic ballots must be cast within the designated election period, as specified in the ballot instructions.

(d) The electronic voting system must comply with all security and confidentiality requirements under California law.

For members who have opted for paper ballots:

Ballots shall be mailed or delivered physically to the member's address on record.

All voting results, whether electronic or paper, shall be tabulated in compliance with applicable election laws and announced at an open Board meeting.

Section 10. Eligibility to Vote.

No member shall be denied a ballot for any reason other than not being a member at the time when ballots are distributed.

Section 11. Person with General Power of Attorney for Member.

A person with general power of attorney for a member shall be eligible to receive a ballot, and the ballot shall be counted if returned in a timely manner.

Section 12. Electronic Voting.

(a) KMA may elect to conduct any election by electronic secret ballot, except for an election regarding regular or special assessments.

(b) Members who have provided an email address to KMA will be automatically enrolled in electronic voting. Members who have not provided an email address to KMA and those who have opted out of electronic voting will be provided a paper ballot. Any member can change their preferred method of voting no later than 90 days before an election, however any member who wishes to opt into electronic voting must provide KMA a valid email address.

(c) The electric secret ballot and written ballot will contain the same list of items being voted on.

(d) KMA will maintain a voting list identifying which members will vote by electronic secret ballot and which members will vote by written ballot.

(e) KMA will include information regarding its procedures to opt out of or opt into voting by electronic secret ballot in its annual statement and at least 30 days before the deadline to opt out of voting by electronic ballot.

Section 13. Amendment of Election Rules.

These Election Rules shall not be amended less than ninety (90) days prior to an election.

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KMA PARKING POLICY

modified May 4th, 2018

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General Rules and Summer Season:

- Be respectful of your neighbors and do not be a parking pad "hog". Do not have more vehicles at your home than can be accommodated on your improved driveway and/or parking pad nearest to your home.
- No vehicle may be parked so as to block a roadway/thoroughfare or obstruct other vehicles.
- Vehicles are ONLY permitted on KMA-approved parking pads and KMA-approved driveways or improved surface, at any time. Parking on KMA unimproved common areas is prohibited.
- Vail no longer allows for parking on lot 7 during summer. Homeowners can park on the East side of Kirkwood Meadow Drive between Merrill and Hawkweed, where KMA has an easement.
- Construction Trailers are NOT permitted at any time on parking pads or on KMA lots at any time. KMA-approved Construction Equipment Boxes are allowed during construction in the pre- approved contractor materials storage area. These are considered construction materials.
- Recreational vehicles are NOT allowed on KMA lots at any time. You may park trailers and unoccupied recreational vehicles on the large southern parking pad along Fremont Road or on Chicken Feather parking pad, on a space available basis. All vehicles, recreational vehicles, trailers, boats, or equipment not conforming to the above rules may be removed or towed at the owner's expense.
- No vehicles or trailers serving as advertisements or signs are permitted at any time.
- It is the homeowner's responsibility to convey this policy to any renters or guests as to the number of cars they may bring based on the parking available either in your driveway or on the parking pad you generally use.

Additional Special Snow Season Policy (Every October 15 through May 15)

- All vehicles, recreational vehicles, trailers or boats MUST be parked on an official KMA Parking Pad or on an improved driveway.
- All construction materials, including Construction Equipment Boxes, are prohibited.
- Equipment Trailers are NOT permitted anywhere within KMA.
- All vehicles parked on KMA Parking pads or in front of improved driveways must be moved for snow removal vehicles or the owner must clear all snow after storms.
- All vehicles, recreational vehicles, trailers, boats, or equipment not conforming to the above rules may be removed / towed at the owner's expense.
- The KMPUD is empowered to enforce all Snow Season Policies on behalf of KMA.

The KMPUD also recommends the following during Snow Season:

- If a storm is approaching (or during a storm), stake the four corners of any vehicle parked on a KMA Parking Pad, in front of driveways or that might block snowplows. It is in your best interest to make every possible effort to flag the presence of your vehicle for snow removal equipment. Reflective bamboo poles may be purchased from KMPUD.
- It is advisable to dig your vehicle out, place bamboo marking poles around your vehicle, and clear snow from your vehicle as soon as possible during and immediately following a storm.
- If parked on a KMA Parking Pad, please ensure that your vehicle is pulled in beyond the "snow stake line," defined as the imaginary line where the snow stakes protrude from the parking pad. The "snow stake line" is used to guide snowplows and other snow removal equipment around the parking pads and your parked vehicle.
- If you are concerned with snow removal equipment depositing snow, which might block a pathway to your house, it is advisable to stake the beginning of the pathway with distinct reflective bamboo poles.

This parking policy should not replace common sense. Please be courteous and considerate of our KMA neighbors. As we all know, parking is limited and challenging during Snow Season due to encroaching snow banks and snow storage. If you have multiple vehicles, especially on heavy-use weekends, consider parking a vehicle further from your house to allow neighbors a place nearby.

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PARKING POLICY ENFORCEMENT

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KMA PLANNING COMMITTEE RULES AND STANDARDS JULY 2015

Section 4.0 - ENFORCEMENT AND FINES

It is the fiduciary responsibility of the Association to enforce the rules and regulations as stated in the CC&Rs and in the standing rules, including the KMAPC Guidelines. The KMA Board of Directors has adopted the following procedures for non-compliance of the CC&Rs and standing rules. *All Owner(s) shall be fully responsible for informing all members of their family, tenants, and guests of the provisions of the Governing Documents, and are responsible for any violation(s) of the provisions of the Governing Documents by members of their family, tenants or guests. All Owner(s) shall be fully responsible for the conduct and activities of their pets and of members of their family, tenants, or guests.*

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THE FOLLOWING PARKING POLICY ENFORCEMENT AND FINE PROCEDURE WILL BE DONE ON A CASE-BY-CASE BASIS WHEN THE BOARD RECEIVES A COMPLAINT FROM A HOMEOWNER OR GOVERNMENTAL AGENCY

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- A letter shall be written to the Owner(s), and Resident(s) if applicable, stating the violation of the Parking Policy. If the Owner or Resident complies, no further action is necessary.
- If there is no response and/or if the violation is not corrected, a second letter will be mailed stating that the Owner(s) have been scheduled for a Fining Hearing with the Board of Directors (referred hereafter as Hearing Board). It shall specify the violation and state the date, time, and place of the meeting. The letter shall also advise them of the fines that may be imposed on their property. If the Owner(s) or Resident(s) complies, no fining action will be taken by the Hearing Board at this meeting, except for repeated and blatant violations of the same rules. The Hearing Board may at their discretion still impose a fine, conditional fines for continual non-compliance, or take other actions.
- A fining hearing shall be held, whether or not the Owner(s) attends. The Owner(s) may bring witnesses, pictures or other evidence to the hearing.
- The Hearing Board, after hearing testimony at the Fining Hearing, may impose fines, as defined in the fining schedule approved by the Board of Directors.

  FINING SCHEDULE

  - 1st violation $ 1,000.00
  - 2nd violation $ 2,000.00
  - 3rd violation $ 3,000.00

  The minimum fine shall not be less than $1,000.00 per violation. Fines may be levied daily, weekly or in any other manner as the Hearing Board deems necessary in order to bring compliance.
- The Hearing Board determinations will be mailed out within 15 days after the hearing meeting.
- Appeals may be heard by the Board of Directors, if requested in writing no later than 15 days after receipt of the notification of the Hearing Board determination.

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KIRKWOOD MEADOWS ASSOCIATION

KMA DELINQUENT COLLECTION POLICY

1. Annual assessments will be mailed after the KMA's general meeting in July of each year, and shall be due on the first day of September of that year, and shall become delinquent if payment is not postmarked before the first day of October of that year. Special Assessments are due on the date(s) specified upon imposition and shall be delinquent if not received by the Association postmarked less than thirty (30) days after it is due. A late charge of ten dollars ($10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, shall be due on October 1. Any person unable to pay the assessment in a timely manner, should immediately contact the Treasurer, explain the problem, and work out a payment schedule through establishment of a Forbearance Agreement with KMA. Any such schedule must allow for payment of the entire assessment plus a nominal fee before the end of the fiscal year. If a member disputes the assessment or charge, they may request internal dispute resolution pursuant to the process set forth in Civil Code section 5915, may request alternative dispute resolution ("ADR") pursuant to Civil Code section 5925 et seq., and/or may pay the disputed amount under protest and commence an action in small claims court (if amount does not exceed the jurisdictional limits of small claims court).
2. If any such assessment or late charge remains unpaid after October 1, and no forbearance agreement has been established, a Pre-Lien Notice will be prepared and sent, by certified, mail, to the delinquent record owner(s) at the owner's last mailing address provided to the Association. Such notice will include a detail of the total amounts delinquent, including but not limited to, assessments, late charges, interest and costs of collection, if any. Please be advised the Association has the right to collect all reasonable costs of collection.
3. All such amounts, and all other assessments and related charges for such lot thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the Pre-Lien Notice date to the time that all such amounts are paid in full. If a member disputes the assessment debt, they may request internal dispute resolution pursuant to the process set forth in Civil Code section 5915 or may request ADR pursuant to Civil Code section 5925 et seq.
4. If such amounts have not been paid by November 1, a Notice of Delinquent Assessment ("Lien") will be prepared and recorded as to the delinquent lot and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amounts as the Association reserves the right to recover costs of collection. A copy of the Lien will be sent, by regular and: certified mail, to the address as described in item (2) above.
5. If all such amounts have not been paid, in full, within thirty (30) days after the recordation of such lien the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of such lot and the owner(s) thereof.
6. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum, (this will begin at the time of assessment of the late penalty).
7. The Association shall charge a "returned check charge" of twenty-five dollars ($25.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.
8. The Board of Directors of the Association may revise this policy, either generally, or on a case-by-case basis, if it finds good cause to do so.

KIRKWOOD MEADOWS ASSOCIATION

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)

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.

KIRKWOOD MEADOWS ASSOCIATION

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)"

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

Davis-Stirling Common Interest Development Act
(Civil Code section 5730)

KIRKWOOD MEADOWS ASSOCIATION

SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION PROCEDURES AS SET FORTH IN CIVIL CODE SECTION 5925 ET SEQ.

California law strongly encourages procedures alternative to litigation to resolve disputes between homeowners and Homeowners Associations. There are various forms of Alternative Dispute Resolution hereinafter referred to as "ADR" including mediation and arbitration. An Association or member may not file a lawsuit relating to enforcement of the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), other Association governing document, the Davis-Stirling Act, or the Corporations Code, unless the parties have endeavored to submit their dispute to ADR pursuant to Civil Code section 5925 et seq., as summarized immediately below:

1. Either party must serve a "Request for Resolution" on the other party, either by certified mail (return receipt requested), personal delivery, or other means reasonably calculated to provide the party actual notice of the request. This Request for Resolution must include:
    a. a brief description of the dispute between the parties;
    b. a request for ADR; and,
    c. a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or it will be deemed rejected.
2. The party receiving a Request for Resolution has 30 days from the date he or she receives it to accept or reject ADR and if not accepted, it shall be deemed rejected.
3. If the party receiving the Request for Resolution agrees to ADR, the parties have 90 days to complete the process (more by agreement of the parties).
4. The costs of ADR shall be paid by the parties.
5. At the time either party files a civil action in court, that party, must file a certificate stating that one or more of the following conditions are satisfied: (1) ADR has been completed in compliance with Civil Code section 5925 et seq., (2) one of the parties did not accept the terms offered for ADR, and/or (3) injunctive relief is necessary. Failure to file the certificate might be grounds for the other party to seek dismissal of the complaint.
6. In a lawsuit in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in ADR before commencement of the action was reasonable.
7. Failure of a member of the Association to comply with the ADR requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

KIRKWOOD MEADOWS ASSOCIATION

KMA FORBEARANCE AGREEMENT

Instructions: You must read, complete, sign, and return this form before your request can be granted. If your account is past due, it will remain past due until you make satisfactory payments of your assessments due to KMA or submit this form and have it approved. Upon review of your forbearance agreement, a letter will be sent notifying you of the approval or denial of your request. After approval you still must make payment according to the forbearance agreement guidelines.

Forbearance: Forbearance is an agreement to postpone the payment of your assessments, for a limited and specific time period. Interest that accrues during the forbearance remains your responsibility. The accrued interest* will be added to your outstanding balance.

Homeowner's Name_____ SSN_____

Maiden Name_____ Lot #_____

Spouse's Name_____

Address_____

City_____ State _____Zip _____

Home # ( ) Work # ( ) Alternate # ( )

Home Email _____Work Email _____

I am requesting a forbearance for temporary hardship (Please, check one):
__ I request a forbearance for a 12 month period
__ I prefer a shorter temporary hardship forbearance period ending the last day of ___/_____(MM/YYYY)

Please, explain your hardship condition in a short letter. This explanation letter must accompany this forbearance request at time of submittal. Without this explanation your request will not be granted.

*I understand that I am responsible for all accruing interest, at the annual rate of 12%. This interest will be posted to my Lot's outstanding account balance on the 1st of each month. I understand that a monthly statement from KMA's bookkeeping office showing all monthly charges will be mailed to the address listed above. I agree to have the requested forbearance applied on my assessments.

I agree, upon termination of this forbearance, to pay my assessment in full, including interest due. Failure to do so will initiate the procedure of collection according to the KMA Delinquent Collection Policy.

[signatures on next page]

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KIRKWOOD MEADOWS ASSOCIATION

Names and signatures of all owners of record on the property (required):

Name:	Signature:	Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Forbearance granted/denied by KMA treasurer_____, on _____
at a yearly rate of 12%.

Signature _____

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Kirkwood Meadows Association

Planning Committee
RULES AND STANDARDS

2020 REVISION

HOMEOWNER'S GUIDE
TO PROJECT PLANNING AND BUILDING

Adopted
July 3, 2020

Kirkwood Meadows Association Planning Committee
P.O. Box 101
Kirkwood, CA 95646

Web: **www.KMAonline.org**
Email: **kmapc.projects@gmail.com**

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PART I
INTRODUCTION

1.0 PLANNING COMMITTEE RULES AND STANDARDS

In accordance with the First Restated Declaration of Covenants, Conditions and Restrictions for the Kirkwood Meadows Association, Article 5, Section 5, this document sets forth the Planning Committee Rules and Standards. This is high Sierra environment: KMAPC may not be able to perform duties within the time specified in the guidelines because of weather conditions, snow accumulation or other adverse situations.

1.1 REFERENCES

Board:	KMA Board of Directors
CC&Rs:	First Restated Declaration of Covenants, Conditions and Restrictions for Kirkwood Meadows Association (or subsequent adopted restatement)
County:	Amador County
Duplex:	A Lot which contains two residences. Includes "Condominium" conversions
KMA:	Kirkwood Meadows Association
KMAPC:	Kirkwood Meadows Association Planning Committee
KMPUD:	Kirkwood Meadows Public Utility District
KVFD:	Kirkwood Volunteer Fire Department
Living Space	An interior area which is readily accessible via a standard door or stairs, whether finished or not
MU:	Mountain Utilities (Note that services previously provided by Mountain Utilities are now provided by KMPUD)
Planning Committee:	Kirkwood Meadows Association Planning Committee (KMAPC)
State	State of California
TC-TAC:	Tri-County Technical Advisory Committee (Amador County, Alpine County, and El Dorado County)
U.S.F.S.	U.S. Forest Service
Volcano	Volcano Communications: Telephone, Internet, & Vision (cable TV)

1.2 APPEALS

Appeals of KMAPC rulings shall be addressed in writing to the KMA Board of Directors, within 60 days of the KMAPC decision to be appealed, at:

Kirkwood Meadows Association
Board of Directors
P.O. Box 101
Kirkwood, CA 95646

The letter requesting the appeal must indicate information related to the KMAPC decision, the reason for the appeal and any pertinent CC&Rs, KMAPC Rules and Standards, or other governmental rules that apply. The board will schedule an Appeal Hearing at the next regularly scheduled KMA Board meeting, or earlier at the board's discretion. In order to allow for a

minimum of two weeks written notice to all parties, the appeal request must be received three weeks prior to the KMA Board meeting. If the matter is one which requires a KMAPC Neighbor Notification be sent to near-by neighbors, the request must be received five weeks prior to the meeting. Requests received without the required lead time, will be heard at the next following KMA Board meeting. There is an Appeal Hearing Fee, which in some cases may be refundable (see Section 2.1.8.8).

1.3 GENERAL GUIDELINES

1.3.1 **EMERGENCY:** For all emergency situations, including **Fire** and **Medical**, call **911**.

1.3.2 GUESTS: KMA Members are responsible for the actions of their guests. It is the member's responsibility to insure that their guests have been informed of all KMA rules and procedures.

1.3.3 NUISANCE: Loud noises, loud music, obnoxious or offensive behavior, disrespecting your neighbors, illegal activities, firing of guns or weapons, fireworks, excessive dog barking, etc., are not allowed in KMA.

1.3.4 DOGS: Amador County, Alpine County, Kirkwood, and KMA are all "Leash Law" areas. All dogs are to be on leash or under strict voice command control. Dog "droppings" are to be picked up and properly disposed of by the dog owner. Free running dogs are not allowed.

1.3.5 VEHICLES: Vehicles are to be driven and parked only on paved roads, driveways, and Parking Pads. Vehicles are never permitted to be driven or parked on dirt or other unimproved, or unapproved, driveways and roads, or on KMA Common Areas; unless it was so permitted as part of a current KMAPC approved project. **When parked in KMA, motorhomes, RVs, campers, trailers, etc., are not to be inhabited.**

1.3.6 SNOWMOBILES: Snowmobiles are never permitted to be operated in KMA.

1.3.7 GARBAGE: Garbage is not to be accumulated or stored on properties. There are KMPUD dumpsters located on Loop Road for the disposal of garbage and trash. Besides being unsightly, it can be a very attractive "free lunch" for our bears and raccoons.

1.3.8 LIGHTING: All exterior lighting is to be focused down and provided with full cut-off shields. Exterior lighting is to be kept to a minimum and is not allowed to impact neighbors.

1.3.9 CAMP FIRES: On ground "campfires" and "bonfires" are not permitted in KMA or in the Kirkwood Valley.

1.3.10 KMA PARKING PADS: KMA Parking Pads are for the use of KMA Members and their guests. Parking Pads are not to be used for long term parking of vehicles, trailers, boats, etc.; or as a storage area for materials, unless the area has been designated for such use in the Materials Storage Plan of a current KMAPC approved project. Parking Pad use is limited to 2 vehicles per Lot. Vehicles in excess of two are to be parked in the KMA "overflow" lots. During winter months, all parking is to be on Parking Pads, approved driveways and garages, or on the "overflow" lots. In order to not obstruct or otherwise impede road snow clearing, there is no "on street" parking allowed.

1.3.11 SNOW LOAD: It is the KMA Member's responsibility to protect and clear accumulated snow from around their propane gas meter, and other utility meters and entry points; and to provide clear access to the meters for KMPUD personnel.

1.3.12 RULES OF THE ROAD: All California Vehicle Code rules and regulations are enforced on all KMA roads. "Off road" vehicles are not to be operated on KMA roads or properties.

1.3.13 WINTER PARKING: During the winter months, "on street" parking is not allowed. All vehicles are to be parked on driveways, KMA Parking Pads, or on KMA Overflow parking areas. Snow removal operations are not to be obstructed or impeded. Illegally parked vehicles may be towed at the owner's expense.

PART II
PLANNING COMMITTEE RULES

2.0 REQUIRED APPROVALS

Planning Committee approval is required for the construction, reconstruction, refinishing, or alteration of any exterior part of any improvement on any lot, and for re-vegetation on any lot, except for Maintenance and Repair projects, as detailed in Section 2.0.1. See a flow chart of processes for the various project categories in Appendix B. Approval of a project by the KMAPC is granted to an owner and is not saleable. If a new lot owner wants to use plans approved for a previous owner, the plans will need to be resubmitted to KMAPC, along with Plan Check Fees, so that the plans can be checked for compliance with current KMAPC Rules and Standards. This may require a restart of the full approval process with Neighbor Notifications being mailed. Even though a project may have received KMAPC approval, and a feature is shown on the approved project plans, there is no approval for anything which violates any of the KMAPC *Rules and Standards*, or the KMA *CC&Rs*, unless there is also a KMA Board approved Variance to cover the rule infringement.

Project categories include:

2.0.1 MAINTENANCE AND REPAIR: For a project to fall into this category, there must be no changes from the original. The repairs must use the same materials and colors as original, and be of the same look, footprint, and dimensions as was the original. KMAPC shall be notified of the project and what is involved. The Project Review Request Form (Appendix A) may be used for this purpose. It is not necessary to go through the normal full project review process, as long as such maintenance and repairs do not require the use of heavy equipment (tractor, backhoe, excavator, jack-hammer, etc.), or the need to store materials off the lot (on KMA Parking Pads, common areas, etc.). Projects requiring the use of heavy equipment, or off lot storage of materials, will require plan approval with a Plan Check Fee and Construction Deposit. All maintenance projects are subject to inspection at KMAPC discretion. Maintenance projects include: repainting or re-staining with the existing color (as long as the color meets current KMAPC approved standards), re-roofing with the same KMAPC approved color and material, tree planting and re-vegetation, removal of dead trees (consult Amador County), existing window replacement of the same color and type (as long as the color meets current KMAPC standards), deck repair with no change in dimensions, material or KMAPC approved color. Consult with KMAPC for any questions concerning a proposed Maintenance and Repair project and it being considered a "No Approval Needed" project. Owners who do not submit a Project Approval Form for Maintenance and Repair Projects, including "No Approval Needed" projects, will be questioned about their project, and subject to being considered "Unapproved Construction". There are substantial fines for Unapproved Construction violations (see Section 4.3).

To summarize, a "No Approval Needed" Maintenance & Repair project must meet the following restrictions:

- No change of materials. The same materials as original must be used.
- No change of color. Must be the same color as original (as long as that color is an approved color – there is no "grandfathering in" of colors).
- There is to be no change in look, size, footprint, construction type, etc.
- No heavy equipment (tractor, backhoe, jack hammer, etc.) is to be used.

- All materials are to be stored on the lot (no storage on Parking Pads, roads, KMA Common Property, etc.).
- No driving on dirt. Only drive on pavement. Short term approval to deliver materials over dirt can be obtained from KMAPC.
- Any and all changes to the original must be approved by KMAPC. This includes changes required by Amador County, KMPUD, KVFD, or any other agency; and any changes required to meet current government codes, or changes found to be desirable during the repair process.
- You must follow all the normal rules and restrictions as would apply to any other project in KMA; including construction working hours, construction debris clean-up, re-vegetation, etc.
- You still need to notify KMAPC with the details of the maintenance & repair project.

2.0.1.1 TEMPORARY VEHICLE ACCESS: KMA recognizes that there may be infrequent times when a homeowner needs to use a vehicle on his property "off road"; to deliver firewood, repair materials, home furnishings and appliances, or other large items; or to remove trash and other objects. Normally, driving "off road" on private or KMA Common Areas, or on unimproved or unapproved roads and driveways, is not allowed in KMA; unless it was so permitted as part of a current KMAPC approved project. If a homeowner finds this access to their property to be needed for their project, they can request approval for a one time "off road" access by e-mailing, or sending, KMAPC a Project Review Request form, indicating the reason for the request and the approximate date of the needed temporary access. Approval is not granted until KMAPC acknowledges and approves the request. In most cases, approval will be made upon KMAPC receipt and Chair review of the request. KMAPC cannot approve access across property not owned by the applicant, and so it is not permissible to gain access to ones property by crossing adjacent properties without first obtaining written permission from that property owner. In this case, a copy of the written permission shall be included with the temporary access request. Any ground damage caused by the "off road" access must be immediately repaired and returned to its pre-access condition. If necessary, this would include re-vegetation of the disturbed area. "Off Road" access without first obtaining approval is considered a violation of the rules and is subject to enforcement as specified in KMAPC Rules and Standards, Part IV – Enforcement. There is no fee for this temporary access approval; but depending upon the situation and the condition of the ground to be traveled upon, KMAPC, at its sole discretion, may require a refundable Damage and Clean-up Deposit to insure that any damage is repaired and corrected.

2.0.2 CHANGE OF MATERIAL OR COLOR: Includes: Changing to a KMA approved new paint or stain color (see Appendix D); replacement in kind of external features, such as stairways and railings, with different KMA approved materials or colors. Note that there is no "grandfathering in" of colors or materials. Such "Change of Material or Color" projects require a Project Approval Form submission (see Appendix A) and KMAPC approval. Based on its evaluation of the scope of the changes proposed, KMAPC may require a project to be treated as a Minor or Major Exterior Remodel, at its sole discretion. Any changes in footprint or square footage will require approval as a Minor or Major Exterior Remodel. If the new color or material has not been previously approved for use

in KMA, the project will be considered to be a Minor Exterior Remodel and require Neighbor Notifications to be sent out.

The remaining categories require a Project Approval Form submission (see Appendix A), Neighbor Notifications mailed, and KMAPC approval of plans. In addition to the proposed project work, any existing non-standard or non-KMAPC compliant features of the home or property related to, or affected by, the proposed construction may be required to be brought up to the current rules and standards in an integrated and coordinated fashion.

2.0.3 MINOR EXTERIOR REMODEL: Includes: A new roof type or new siding, which has been previously approved for use in KMA; or modification or upgrade of an existing building feature or walkway, with no change in the ~~walkway~~ project's footprint. At KMAPC's sole discretion, a minor change in footprint may be allowed in this category.

2.0.4 MAJOR EXTERIOR REMODEL: Includes: A new deck or deck expansion; a new walkway or stairs; additional windows or doors; relocation of windows or doors; a new roof type or siding that has not previously been approved for use in KMA; new construction which does not change the original house footprint; or the installation of an underground propane tank or solar panels. Any project requiring KMA roadway work will be considered a Major Remodel. At KMAPC's sole discretion, a minor change in footprint may be allowed in this category.

2.0.5 GARAGE ADDITION OR EXPANSION: Includes: A new garage, expansion of an existing garage, a new driveway, or a driveway expansion.

2.0.6 NEW HOUSE OR HOUSE ADDITION: Includes: New home construction, or a home addition or reconstruction that changes the original house footprint, either with or without a garage.

2.0.7 VARIANCES: Variances to KMAPC Rules and Standards may be requested by the owner where site or home conditions require unique design considerations.

Variances to KMAPC Rules and Standards may be recommended by the Planning Committee, but may only be approved by the KMA Board of Directors at a Variance Hearing. Owners must provide a minimum of 5 weeks written, or e-mailed, advanced notice to the KMA Board to get on the next available KMA Board Agenda. There is a non-refundable Variance Hearing Fee (see Section 2.1.8).

The plans shall also contain a written justification as to why the Variance is needed and why the Board should approve the requested Variance. Any project that includes a Variance request shall require both a KMAPC Preliminary Plan Review and a KMAPC Final Plan Review. The KMA Board Variance Hearing shall take place, and be approved by the Board, prior to the KMAPC Final Plan Review. A request for any Setback Variance shall include a Site Plan following the requirements of Rules and Standards, Section 2.2.1 - Site Plan, along with pertinent details about the requested Setback Variance, such as the exact amount of encroachment into the Setback. Plans showing the requested Variance shall be submitted to the KMA Board in 'electronic' PDF format at least two weeks prior to the Variance Hearing.

Note that Variances can only be made to the KMAPC Rules and Standards. Variances cannot be made to the CC&Rs. A granted Variance does not include a Variance to any Amador County rules or requirements. Some projects may require a Variance to KMAPC

Rules and Standards, but not an Amador County Variance, or vice-versa. Some projects will require both, and may also require TC-TAC approval.

2.0.8 EQUIPMENT ONLY - NO PLAN NEEDED PROJECT: Includes projects which require "no plans" and would normally fall into the "No Approval Needed" maintenance category, but will require the use of "heavy equipment", or "off-lot" storage of materials. An example of this would be the rebuilding of a "French Drain" system or using heavy equipment to remove trees (for tree removal projects, see Appendix H). With the exception of the use of "heavy equipment", and if approved by KMAPC, the off lot storage of "construction materials", all other restrictions of the "No Approval Needed" category shall apply.

2.0.9 IMPROVEMENTS IN KMA COMMON AREAS FOR NON-EXCLUSIVE USES: Any improvement in a KMA Common Area to facilitate the ingress and egress to and from a Lot (such as a driveway or path) constitutes a non-exclusive use of a KMA Common Area that must be approved by the KMA Board of Directors. To obtain KMA Board approval, Owners must provide a minimum of 5 weeks written, or e-mailed, advanced notice to the KMA Board to get on the next available KMA Board agenda. At least two weeks prior to the KMA Board meeting for which consideration of the request will be agenized, Owners must submit to the KMA Board a Site Plan (following the requirements of KMAPC Rules and Standards Section 2.2.1 - Site Plan) and a written justification for why the proposed use of the Common Area is needed and why the Board should approve such a request. The KMA Board may as a condition of its approval require the Owner to enter into an agreement that includes, but is not limited to, provisions assigning maintenance responsibility and liability for the portion of the Common Area at issue. If the KMA Board approves the use, it may grant the Owner a non-exclusive access easement across the Common Area and may require the Owner to record the easement with Amador County. KMA Board Approval must be obtained by the Owner prior to the KMAPC Final Plan Review. KMA Board approval pursuant to this provision is a requirement that is in addition to all applicable requirements set forth in the KMAPC Rules and Standards and required KMAPC approvals. All costs associated in obtaining approval for construction on KMA Common Areas shall be borne by the applicant.

2.0.10 IMPROVEMENTS IN KMA COMMON AREAS FOR EXCLUSIVE USES: Proposed improvements in a KMA Common Area that, if approved, would be for a use or purpose other than to facilitate ingress and egress to and from a Lot or otherwise would amount to the exclusive use of any portion of a KMA Common Area, require, pursuant to California Civil Code section 4600, an affirmative vote of members owning at least 67 percent of the separate interests in KMA before the KMA Board may grant exclusive use of any portion of a Common Area to a member.

If the proposed exclusive use of the KMA Common Area is approved by KMA's members, the Owner may then pursue obtaining KMA Board approval. To obtain KMA Board approval, Owners must provide a minimum of 5 weeks written, or e-mailed, advanced notice to the KMA Board to get on the next available KMA Board agenda. At least two weeks prior to the KMA Board meeting for which consideration of the request will be agenized. Owners must submit to the KMA Board a Site Plan (following the requirements of KMAPC Rules and Standards Section 2.2.1 - Site Plan) and a written justification for why the proposed use of the Common Area is needed and why the Board should approve such a request. The KMA Board may as a condition of its approval require the Owner to enter into an agreement that includes, but is not limited to, provisions assigning maintenance responsibility and liability for the portion of the Common Area at issue. If

the KMA Board approves the use, it may grant the Owner an exclusive easement across the Common Area and may require the Owner to record the easement with Amador County. KMA membership approval and KMA Board approval must be obtained by the Owner prior to the KMAPC Final Plan Review. KMA membership approval and KMA Board approval pursuant to this provision is a requirement that is in addition to all applicable requirements set forth in the KMAPC Rules and Standards and required KMAPC approvals. All costs associated in obtaining approval for construction on KMA Common Areas, including the expenses involved with obtaining a vote by the membership (when required), shall be borne by the applicant.

2.1 PLAN SUBMITTAL PROCEDURE

All Project Plan Reviews will be conducted at regularly scheduled KMAPC meetings. In order to allow time for the required Neighbor Notifications to be written and mailed, requests for a Project Preliminary Plan Review must be received 5 weeks prior to the scheduled KMAPC Meeting. A request for a Project Final Plan Review can usually be accommodated with 4 weeks advance notice. The lot owner or designated proxy must be present at the Project Plan Review. See Appendix B: KMAPC Project Approval Flow Chart.

2.1.1 PRE-DESIGN CONFERENCE: The Planning Committee strongly encourages owners to have a Pre-design Conference with KMAPC and with their neighbors. Taking advantage of this opportunity may prevent the owner from spending time and money to produce unacceptable or unworkable plans. No fee is charged for this service and no advanced request or Neighbor Notifications are necessary. A detailed property-line and lot survey or map is advised to be on hand

2.1.2 PRELIMINARY PLAN REVIEW: The KMAPC requires owners to submit plans for review (see 2.2). Printed plans and an "electronic" PDF format file are required. Neighbors within 200 ft. (500 ft. for project requiring a variance request) of site shall be notified by mail at least 21 days prior to the KMAPC Preliminary Plan Review and invited to attend and provide input to the proposed project's on siting, height, view impact, mass and use of material and color. Plan check fees, and variance fees if applicable, are collected at the Preliminary Plan review, in accordance with Section 2.1.8 of the Kirkwood Meadows Association Planning Committee *Rules and Standards.*

Owners or their representatives are required to be present at the Preliminary Plan Review meeting and will be notified of the exact time and location of the meeting. Applicant "No-shows" for a Preliminary Plan Review will trigger a Supplemental Plan-Check Fee. See Section 2.1.8.10.

2.1.3 FINAL PLAN REVIEW: The homeowner must submit four sets of complete plans and specifications as listed in Section 2.3 (one set of plans is for KMAPC; one set is for KMPUD; two sets are for Amador County), and a set as an "electronic" PDF format file, along with the fees and deposits, in accordance with Section 2.1.8, to KMAPC at the final plan review meeting. Detailed submittal requirements are provided in paragraph 2.3. The PDF version of all plans and specifications shall be emailed to: kmapc.projects@gmail.com.

Owners or their representatives are required to be present at the Final Plan Review meeting and will be notified of the exact time and location of the meeting. Owners are required to bring exterior finish samples for review.

The KMAPC holds scheduled meetings throughout the year. The KMAPC meeting schedule is published with the annual meeting minutes and on the web site (www.KMAonline.org). It is the responsibility of the applicant to contact the committee with enough advance notice so that the applicant's project can be placed on the committee's agenda. Neighbors within 200 ft. (500 ft. for Variance request) of each property line of the lot shall be notified by mail at least 21 days prior to the KMAPC Preliminary and Final Plan Reviews, and invited to attend to provide input to the proposed project and its use of material and color. Applicant "No-shows" for a Final Plan Review will trigger a Supplemental Plan-Check Fee. See Section 2.1.8.10.

Owners should note that your CC&Rs (Article V, Section 1 [b]) require that any changes or modifications to KMAPC approved Final Plans must also be approved by KMAPC. This includes any changes found to be necessary, or desirable, during construction and any changes required by Amador County, KMPUD, KVFD, or any other agency. Approval of changes to approved Final Plans will require submittal of plans showing the requested changes at a regularly scheduled KMAPC meeting, and may require Neighbor Notifications to be sent out. Refund of the Project Construction Deposit will be withheld if the constructed project does not agree with the KMAPC approved plans, and may be considered to be Unapproved Changes to Approved Plans (see Section 4.3.1) and subject to enforcement and fines as listed in Rules and Standards, Part IV - Enforcement.

2.1.4 SITING OF NEW PROJECTS OR IMPROVEMENTS: An on-site field review meeting of at least 2 (two) KMAPC members and the property owner, or their representative, shall take place prior to Final Plan Approval. The property must be clear of snow for this field review. At this time, the owner must provide site plans and an accurate staking of the lot property lines and proposed structure. Review and written approval by the Committee is required prior to excavation or clearing of the trees. (Approval by the KMAPC in no way validates the accuracy of the property lines.) There is no fee for this site meeting, provided it occurs on the same day as a regularly scheduled KMAPC meeting or on a day and time agreeable to all involved parties. Paving conditions of the road and parking pads impacted by the construction must be documented before construction starts. Damages to the paving, if not repaired, will be assessed and deducted from the Project Construction Deposit. Photographs or video of the conditions of the road and parking pads impacted by the construction project will be taken if there is any existing damage. Unless documented otherwise, all roads and Parking Pads are assumed to be in good condition prior to the start of construction.

2.1.5 CONSTRUCTION MATERIALS STORAGE PLAN: The property owner shall provide KMAPC with a Construction Materials Storage Plan as part of the plan submittal for approval prior to final approval of the proposed project. No more than a single car sized area of a nearby Parking Pad may be used for construction material storage. Based on local and individual circumstances, temporary approval to use more space for a short period of time can be granted by KMAPC. In order to allow other homeowners a location to park, if granted, such temporary storage location may be located someplace which is not "nearby" the construction location. All construction material placed on public or KMA roads, or KMA Parking Pads, must be removed by October 15.

2.1.6 UNDERGROUND PROPANE TANKS: Plan submittal for underground propane tanks shall include a surveyed site plan, manufacturer's specifications for tank, and all connection details to house. A Preliminary Plan and a Final Plan will be submitted, with all fees, except the Plan-Check Fee (which must be paid at the Preliminary Plan Review), paid at the Final Plan Review (see Section 3.10). Plans must be reviewed and approved by

KVFD prior to submittal to Amador County. Also required is the "Homeowner Agreement for Installation of Propane Tanks", which must be properly executed and recorded with Amador County (see Appendix G).

2.1.7 ROADWAY ENCROACHMENT: For all projects in Kirkwood Meadows Subdivision Unit 1 or 2 (which includes all roads in KMA) which will require roadway trenching, or roadway work or modifications, plans must be submitted along with the regular plan submittal which show all existing utilities in the roadway, property lines, planned new connections in the roadway, specifications for utility construction (based on County standards) and schedule of construction. Any project requiring KMA roadway work will be considered a Major Remodel. It is the Lot owner's responsibility to submit plans and receive approval for any road work, even when all such work is done by an outside contractor, KMPUD, or other government agency. All road work must be fully completed and restored to original condition by October 15. Any road work not completed, and any unapproved road work, is considered to be Unapproved Construction and subject to enforcement and fines as listed in Rules and Standards, Part IV - Enforcement.

KMA is fully and solely responsible for the maintenance of all roads (but not driveways) within KMA. Road maintenance is one of our association's major expenses. As such, KMA is very concerned that any construction within the roads or Parking Pads be done properly and correctly; and as a minimum, meet Amador County standards. Such construction would include, but is not limited to, trenches dug for service connections to propane, water, electrical, telephone, CATV, etc. The proposed project plans for roadway work shall include details and specifications, engineered and stamped by a licensed Civil Engineer, listing the requirements for trenching, backfilling, compaction, and pavement repaving. An official Compaction Report is required to be submitted to KMAPC, showing that the backfilling was properly compacted and meets Amador County standards. To protect against future deterioration of work done to KMA roads, there is an additional Roadway Construction Deposit that will held following completion of the project's Final Inspection (see Section 2.1.8.11).

2.1.8 FEES AND DEPOSITS:

2.1.8.1 Plan-Check Fee: A non-refundable plan-check fee will be required at, or before, the Preliminary Plan Review (see Section 2.2).

- $ 500 for New Home or House Addition.
- $ 250 for Major and Minor Exterior Remodel, Garage and Driveway.
- $ 100 for Change of Material or Color.
- $ 150 for Underground Propane Tank or Solar Panels.
- $ 100 for Equipment Only - No Plans Needed

2.1.8.2 Project Construction Deposit: A refundable Project Construction Deposit will be required at approval of the Final Plan Review (see Section 2.3).
The deposit shall be:

- $ 10,000 for New Home Construction or Addition.
- $ 5,000 for Garage or Major Remodel.
- $ 2,000 for Minor Remodel or Change of Material or Color.
- $ 2,000 for Underground Propane Tank or Solar Panels.
- $ 2,000 for Equipment Only - No Plans Needed

The Project Construction Deposit will be returned only after the Final Inspection requirements are met (see Section 2.6). Full refund of the Project Construction Deposit will not be made if the constructed project does not conform to the KMAPC approved Final Plans (see Section 2.1.3).

The Project Construction Deposit also covers damage to roadways, adjacent properties or utilities; and the clean-up of the construction site, construction material storage locations, and the re-seeding and return to original condition of any temporary construction roads and any areas disturbed during construction. Full refund of Construction Deposit will not be made until re-vegetation is established (see Section 3.5).

2.1.8.3 Parking Impact Fee: A parking impact fee of a minimum of $2500 for new house or house addition (as defined in Section 2.0.6) will be required at the Final Plan Review. If no garages are included in a new single family home project, the parking impact fee will be $5000. House additions with additional square footage less than 20% of the square footage of the existing house are exempt from the parking impact fee. Duplex are considered are two living units and must pay a double fees. In addition, any parking pad lost due to driveway encroachment must be replaced at a KMAPC approved location or pay a fee of $2500 per car space lost. KMA Board will check regularly the actual cost of building parking pads. If this cost is significantly different than current fees, the Board will revise these fees. This fee is due at the Final Plan Review.

2.1.8.4 Damage and Clean-up Deposit: The Damage and Clean-up Deposit has been combined with the Project Construction Deposit (see Section 2.1.8.2). It is no longer a separate deposit.

2.1.8.5 Delinquent Fees, Charges and Fines: The homeowner will be required to pay all delinquent fees, liens, charges or fines owed to KMA prior to KMAPC approval of any proposed project.

2.1.8.6 Variance Hearing Fee: In addition to approval by KMAPC, projects that require a KMA Variance must have that variance approved by the KMA Board at a Variance Hearing. There is a non-refundable $1000 Variance Hearing Fee. Owners must request a KMA Board Variance Hearing at least 5 weeks prior to the scheduled KMA Board Meeting in order to be added to the Meeting Agenda and to allow time for any required Neighbor Notifications to be sent to near-by neighbors.

2.1.8.7 Project Time Extension Hearing Fee: If a project cannot be completed within the normal three-year project time limit, plus an approved KMAPC one year extension (for a total of four years), the owner can request a further extension from the KMA Board at a Project Time Extension Hearing. There is a non-refundable $500 Project Time Extension Hearing Fee. Approval of a time extension is not automatic, and will only be granted in extraordinary circumstances. Owners must request a KMA Project Time Extension Hearing at least 5 weeks prior to the scheduled KMA Board Meeting in order to be added to the Meeting Agenda and to allow time for any required Neighbor Notifications to be sent to near-by neighbors.

2.1.8.8 Appeal Hearing Fee: If a KMA Member disagrees with a KMAPC decision or ruling concerning any aspect of their proposed project, or the ruling of a Fining Hearing, they can request an Appeal Hearing to be heard by the KMA Board of Directors. There is a $250 Appeal Hearing Fee. The fee is to be submitted prior to the hearing. At the sole discretion of the KMA Board, the Appeal Hearing Fee may be refunded at the conclusion of the Appeal Hearing. See Section 1.2 for further details.

2.1.8.9 Re-Inspection Fee: If a project does not pass its KMAPC Final Inspection (see Section 2.6), a Re-Inspection Fee of $250 will be assessed for each subsequent inspection. Full refund of the project's Construction Deposit will not be made until the project passes its Final Inspection. In order to avoid Re-Inspection Fees, a Final Inspection should not be requested before the project is actually completed and fully conforms to the project's KMAPC approved Final Plans.

2.1.8.10 Supplemental Plan-Check Fee: If an applicant is a "No-show" (less than 30 days' advance notice given to KMAPC) for a scheduled KMAPC Preliminary or Final Project Plan Review, a Supplemental Plan-Check Fee of $250 will be charged to the project.

2.1.8.11 Roadway Construction Deposit: If a project requires any construction, modifications, or trenching in a KMA road, there will be an additional refundable Roadway Construction Deposit of $2500. The deposit will be required at approval of the Final Plan Review. After the work is completed, an official Compaction Report is required to be submitted to KMAPC, showing that the backfilling was properly compacted and meets Amador County standards. If the Compaction Report is not submitted, the deposit will not be refunded and the work will be considered to be an "Unapproved Change to Approved Plans" (see Section 4.3.1). To protect KMA against future deterioration of work done to KMA roads, the Roadway Construction Deposit will be held for two years following approval of the project's Final Inspection. After the two year period, a full refund of the deposit will be made provided there is no sign of deterioration of the project's road work. Any deterioration will be required to be repaired by the Lot owner. If the repairs are not made, or if they are made improperly, the repair may be taken on by KMA at the owner's expense. Any and all expenses exceeding the deposit amount will be charged to the Lot owner.

2.1.8.12 Non-Exclusive Easement Fee: This Easement is typically needed for a driveway which crosses KMA Common Property in order to connect with a paved KMA roadway. The fee is $250 and also requires approval from the KMA Board of Directors at a Board Meeting. After approval, the applicant must record the Easement and the Homeowner Agreement (see Appendix H) with Amador County. All costs associated in obtaining approval for construction on KMA Common Areas shall be borne by the applicant. This fee is non-refundable, and shall be paid with the application.

2.1.8.13 Exclusive Easement Fee: This easement would be for construction of a permanent building or structure on KMA Common Property. The fee is $1000 and requires approval from both the KMA Board of Directors at a Board Hearing, and voted approval from the KMA Membership. After approval, the applicant must record the Easement and the Homeowner Agreement with Amador County. All costs associated in obtaining approval for construction on KMA Common

Areas, including the expenses involved with obtaining a vote by the membership, shall be borne by the applicant. This fee is non-refundable, and shall be paid with the application.

2. 2 PRELIMINARY PLAN REVIEW REQUIREMENTS

Owner shall provide the preliminary plan set as an "electronic" PDF format file of the following drawings to KMAPC two weeks prior to Preliminary Plan Review Meeting. The owner shall bring four (4) sets of printed drawings to the Preliminary Plan Review Meeting. KMAPC will retain one set. Only minor "clean-up" changes are allowed between the original "electronic" submitted plans and those brought to the Preliminary Plan Review Meeting. If there are any changes between the originally submitted plans and the plans brought to the meeting, those changes shall be noted to KMAPC and a corrected "electronic" set of plans shall be submitted.

2.2.1 SITE PLAN: A scale drawing, based on topographic data prepared by a licensed surveyor and indicating contours (2 ft. maximum contour interval), property lines, setbacks, utility and drainage easements, any trees over 8 in. in diameter, rock outcroppings exceeding 4 ft. in diameter, utility hook-up points, driveways and walkways, is required. The location of homes, driveways, snow storage and structures on adjoining lots as well as the proposed structure and decks shall be shown.

2.2.2 FLOOR PLANS: Minimum 1/8 in. scale indicating all windows, doors and exterior openings, exterior decks and stairs, and exterior lighting.

2.2.3 ELEVATIONS: Minimum 1/8 in. scale indicating exterior building design from all sides with cardinal directions, dimensions for roofs, stairs, decks, siding, foundation, grade and materials, and finishes. All proposed finishes and colors, including siding pattern, material type, foundation materials, door materials and window materials shall be shown on the elevation drawings.

2.2.4 PRE-DESIGNED HOME PLANS: All pre-designed home plans must be adapted to and shown on the surveyed site plan. Elevations must be shown relative to the site topography, including cuts and fills. Manufacturer's plans and elevations not on a surveyed site plan will not be accepted for Preliminary or Final Reviews.

2.2.5 PHOTOGRAPHS: Photos facing the property from all sides and photos facing away from the property from all sides are required.

2.2.6 PHOTO SIMULATION: A perspective rendering of the proposed dwelling superimposed on a wide-angle background photo of the lot is required.

2.2.7 STORY POLE SIMULATION: An on-site story pole simulation to demonstrate the visual impact of the proposed structure may be required, at the option of KMAPC. If requested by KMAPC, story poles must be set at the time of the Preliminary Review meeting or shortly before or after. Applicant shall pay all costs associated with the story poles.

2.2.8 SNOW REMOVAL AND STORAGE CONCEPT: Provide a concept for snow removal and storage that does not encroach neighboring properties, nor impact public access ways or parking areas. The impact of the snow storage on KMA snow removal operation must be reviewed and approved by the KMPUD.

2.2.9 UNDERGROUND PROPANE TANKS: Preliminary plan submittal for underground propane tanks shall include a surveyed site plan and all preliminary connections to house.

2.2.10 REJECTION OF SUBMITTALS: All submittals must be made on 11x17 or 24x36 sheets, preferably computer drafted, and in "electronic" PDF format; and shall include, at a minimum, the sheets indicated. Incomplete or late submittals for the Preliminary Plan Review will be rejected and a new Preliminary Plan Review meeting will be scheduled. To allow time for any required Neighbor Notifications to be written and sent out, KMAPC must receive notification of a meeting request at least five weeks before the requested meeting date. A late request will cause the review to be conducted at a subsequent meeting.

2.3 FINAL PLAN REVIEW REQUIREMENTS

Owner shall provide the final plan set as an "electronic" PDF format file to KMAPC two weeks prior to the Final Plan Review Meeting. The submittal to KMAPC shall be the same as the submittal to Amador County Building Department for permit approval. Incomplete submittals, or late submittals, will not be approved by KMAPC. The owner shall bring four (4) sets of printed drawings to the Final Plan Review Meeting. KMAPC will retain one set. Only minor "clean-up" changes are allowed between the original "electronic" submitted plans and those brought to the Final Plan Review Meeting. If there are any changes between the originally submitted plans and the plans brought to the meeting, those changes shall be noted to KMAPC and a corrected "electronic" set of plans shall be submitted. With the exception of changes required by KMAPC, there should be no major changes between the approved Preliminary Plans and the submitted Final Plans. The Final Plan Review must take place within 24 months of KMAPC's approval of the Preliminary Plan Review. If after 24 months the Final Plan Review process has not started, any fees paid will be forfeited and the project will have to start over with a new Preliminary Plan Review, and a new Plan Check Fee.

In addition to the requirements of the Preliminary Plan Review, the minimum information to be shown on the plans shall include the following:

2.3.1 SITE PLAN: Minimum 1/10 in. scale indicating contours (2 ft. maximum contour interval), property lines, setbacks, utility and drainage easements, the proposed structure siting, driveways, walkways, any trees over 8 in. in diameter, rock outcroppings exceeding 4 ft. in diameter, and utility hook-up points. Driveway materials shall be identified. Construction materials storage and snow storage must be indicated on site plans.

2.3.2 ROOF PLAN: May be combined with Section 2.3.1 Site Plan, above.

2.3.3 FLOOR PLANS: 1/4 in. scale indicating all windows, doors and exterior openings, exterior decks and stairs, and exterior lighting.

2.3.4 ELEVATIONS AND SECTIONS: 1/4 in. scale indicating complete exterior building design from all sides with cardinal directions, roofs, stairs, decks and materials, and finishes. All proposed finishes, including siding pattern, material type and color, foundation materials and color, door materials and color and window materials and color shall be shown on the elevations.

2.3.5 MATERIAL SAMPLES: Samples of exterior materials, finishes, stains, paints, and sealers are required. These samples shall include exterior siding, roof, deck, handrail, and door

and window trim finishes. Specific manufacturers name of each material and color name/number are to be identified.

2.3.6 RE-VEGETATION AND TREE PLAN: Re-vegetation of the site is required after construction (see Section 3.5). It is desirable also to replace any trees lost for construction of the project. The owner shall provide a re-vegetation and tree-planting plan.

2.3.7 DUPLEX NEIGHBOR APPROVAL: For all projects involving any improvement to a duplex unit, the owner shall provide a letter signed by the duplex co-owner agreeing to the proposed project. No final approval shall be granted by KMAPC without this approval letter. Changes, modifications, and improvements to only one half of a duplex unit must result in an integral and aesthetically pleasing design between the two units.

2.3.8 MATERIALS STORAGE PLAN: Location of planned materials storage during construction shall be shown on the site plan and shall be approved by KMAPC (see Section 2.5.10). The homeowner cannot vary from this plan, or materials will be moved at the owner's expense and deducted from the Project Construction Deposit.

2.3.9 UNDERGROUND PROPANE TANKS: Plan submittal for underground propane tanks shall include a surveyed site plan, manufacturer's specifications for tank, and all connection details to house. In order to obtain plan approval by KMAPC, the property owner shall be required to sign a release of liability, which will be filed by KMA with the Amador County Recorder.

2.3.10 CONSTRUCTION TIME LIMIT: Construction must be accomplished within three (3) years of Final Project Plan Review acceptance by KMAPC. The construction time may be extended by KMAPC for no more than one (1) year, if requested in writing by the applicant. A time extension is not automatic, and will only be granted for a good reason. Any project not started within two years of KMAPC approval must be resubmitted to KMAPC to ensure compliance with current KMAPC Rules and Standards. The KMAPC signature block will contain the date of approval. Further extensions of the Construction Time Limit can only be made by the KMA Board at a KMA Board Hearing. There is a non-refundable Project Time Extension Hearing Fee (see Section 2.1.8.7). If the construction of the project exceeds three years from the approval date, the applicant shall forfeit the Project Construction Deposit, unless the Construction Time Limit has been extended in writing by KMAPC (one year maximum extension) or the KMA Board at a Project Time Extension Hearing (see Section 2.1.8.7).

2.3.11 KMPUD LETTER: For construction projects that include new or widened driveways, the Owner shall obtain a letter from KMPUD indicating that the proposed driveway will not impede or aggravate snow removal operations on KMA roads or parking pads.

2.3.12 REJECTION OF SUBMITTAL: All submittals must be made on 11x17 or 24x36 sheets, preferably computer drafted, and in "electronic" PDF format; and shall include, at a minimum, the sheets indicated. Incomplete or late submittals for the Final Plan Review will be rejected and a new Final Plan Review meeting will be scheduled. To allow time for any required Neighbor Notifications to be written and sent out, KMAPC must receive notification of a meeting request at least five weeks before the requested meeting date. A late request will cause the review to be conducted at a subsequent meeting.

2.4 OTHER AGENCY APPROVALS

KMA Planning Committee (KMAPC) approval indicates compliance with Kirkwood Meadows Association requirements only, and allows the project to proceed to approval stages by other agencies.

KMAPC approval does not constitute any state, national or Amador County building code approval of the plans or an approval to proceed with construction. The applicant must pay for and obtain all applicable permits from Amador County and other agencies as required.

Prior to proceeding with construction, and subsequent to KMAPC approval, the owner must get all other agencies' approval and permits for the project. The Kirkwood agencies (KMPUD and KVFD) must sign off on the master set of plans prior to going to the county for review and approval. Both KMPUD and KVFD will need to see the total square footage, including exterior attachments, written on the plans.

2.4.1 KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT (KMPUD) – ELECTRICITY AND PROPANE SERVICE: Approval is required for all new home construction and disconnection of existing propane service for underground propane tank installation. Appendix C provides general KMPUD requirements. Particular attention should be given to the design, location and building of protective structures around gas and electric meters. Contact the KMPUD General Manager (209-258-4444) for information concerning their current submittal requirements. The plans submitted for review should show all known utilities and their location within the utility easements of the subject property.

2.4.2 KIRKWOOD MEADOWS PUBLIC UTILITY DISTRICT (KMPUD) – WATER, SEWER, AND SNOW REMOVAL SERVICES: All projects must be submitted to KMPUD offices in Kirkwood for approval and payment of fees. Water and sewer hook-up fees and permit fees shall be paid prior to the owner applying to Amador County for a Building Permit. Schedule an appointment with the KMPUD General Manager (209-258-4444). For those projects which involve a driveway, garage, new house, or an expansion of an existing building; KMPUD must be contacted to provide a letter of snow removal sufficiency.

2.4.3 KIRKWOOD VOLUNTEER FIRE DEPARTMENT (KVFD): Approval is required for new construction, remodeling and installation of underground propane tanks. Contact the Fire Chief at the KMPUD office (209-258-4444).

2.4.4 AMADOR COUNTY BUILDING DEPARTMENT: An Amador County Building permit is required for all construction, including underground propane tanks. The County's building requirement packet should be obtained prior to the design process. (Amador County Building Dept. 209-223-6422). A building permit must be obtained from the County prior to commencing any work including, but not limited to: grading; clearing trees; or excavating. The County Building Department requires that application for a Building Permit be accompanied by plans bearing signed approval of KMAPC, KMPUD, and KVFD. Amador County will require two (2) sets of plans signed by KMAPC, specifications and calculations, plus one (1) additional copy of all floor plans. Note that the county and KMA Variances are independent processes and follow different set of rules. Some projects require a Variance from the county and not from KMA, and vice versa. Note that Amador County will not approve any plans prior to KMAPC approval of plans.

2.4.5 AMADOR COUNTY PLANNING DEPARTMENT: The Amador County Planning Department reviews all new construction plans and must approve all setback variance requests. The minimum setback for Amador County is 25 feet from the front property line,

15 feet from the rear property line and 5 feet from the side property lines. Setback and easement information should be obtained prior to the design process. (Amador County Planning Dept. 209-223-6380.)

2.4.6 TRI-COUNTY TECHNICAL ADVISORY COMMITTEE (TC-TAC): Any project requiring a county variance and projects on Sensitive Visual Zone lots (#1, 7, 120, 121, 122, 123, 124, 125, 151, 152, 153, 154, 155, 156, 157, and 160) must have Preliminary and Final Plans reviewed and approved by TC-TAC. Contact Amador County Planning Dept. for the agenda and the meeting time, date, and location (209-223-6380).

2.4.7 U.S.FOREST SERVICE: Sensitive Visual Zone Lots (listed in 2.4.6) must have the plans reviewed and approved by U.S.F.S. All exterior colors must conform to U.S.F.S. pre-approved colors. See Appendix D: U.S.F.S. Approved Color Chart. (U.S.F.S. (209-295-4251). Contact Amador County Planning Dept. for the agenda and meeting time, date, and location. (209-223-6380).

2.5 CONSTRUCTION REQUIREMENTS

2.5.1 PROPERTY LINES: Property corners shall be string-lined by owner or contractor for identification of property boundaries prior to construction. Owner must have the site surveyed by a licensed surveyor with date of survey shown on plans. The KMAPC does not assume any responsibility for identification or accuracy of property lines.

2.5.2 ACCESS ACROSS ADJOINING PROPERTY: Under no circumstances is it permissible to cross lot lines onto adjoining property for access, storage, or any other purpose; before, during, or after construction; without first obtaining written permission from that property owner. In this case, a copy of the written permission shall be included with the Plan Review documents. KMAPC cannot approve temporary access across property not owned by the applicant.

2.5.3 ACCESS ROADS: All vehicles are required to stay on paved roadways. Vehicles are not to be driven or parked on any unimproved area. If access to the site necessitates temporary roads, these must be re-seeded and restored to original pre-road condition by the contractor or owner, and inspected by the KMAPC prior to Final Inspection (Section 2.6). Full refund of the Project Construction Deposit will not be made until the re-vegetation is established (see Section 3.5).

2.5.4 CONSTRUCTION DEBRIS: All construction sites must be kept clean of construction debris. The owner or contractor shall dispose of debris as job progresses. A complete cleanup of the site is required before the site passes the KMAPC Final Inspection (Section 2.6). Kirkwood garbage dumpsters shall not be used for construction debris. The owner shall provide a materials storage plan for approval by KMAPC prior to start of construction.

2.5.5 ELECTRIC POWER: Temporary electric power for construction must be arranged with KMPUD. Temporary generators are not allowed (except under emergency conditions) and will be removed by KMA at the owner's expense.

2.5.6 WINTER CONSTRUCTION: Winter placement of a dumpster requires KMAPC and KMPUD approval so as not to impact snow removal or parking. Construction in roads, such as trenching, and the storage of construction materials on roads or Parking Pads is not

allowed after October 15. All road work must be fully completed and restored to original condition by October 15. Any road work not completed by this date is considered to be Unapproved Construction and subject to enforcement and fines as listed in Rules and Standards, Part IV - Enforcement.

2.5.7 SITE WINTERIZATION: The owner shall provide slope protection (jute blanket) and protection for silt runoff during winter months, beginning October 15.

2.5.8 CONSTRUCTION TRAILERS: No Construction Trailers, recreational trailers, nor any other form of temporary living facilities shall be allowed on site or on public or KMA roadways. Construction trailers may be located in a resort Parking Lot, with prior approval of Kirkwood Resort. Construction equipment boxes are allowed in the contractor materials storage area. A Construction Trailer is defined as an enclosed trailer used for the storage of tools and/or materials, or used as a work office, and usually has the contractor's name or other advertising on the trailer sides. KMAPC can approve a small Construction Trailer, for the storage of tools and materials as part of a KMAPC approved project ("No Approval Needed" projects do not qualify), and for which any advertising is limited to the contractor's name and contact information and is no larger than that permitted by KMA CC&Rs Article VIII, Section 9. The parking location for the Construction Trailer shall be designated, and if Parking Pads are limited in the vicinity of the project, the parking location may be required to be located in an area where more parking is available. Construction Trailers are not to be left on-site during the winter period

2.5.9 CONSTRUCTION WORKING HOURS: Construction on any exterior portion of a project may only occur during the following hours:

Monday through Friday: 7:00 am to 7:00 pm
Saturday and Sunday: 9:00 am to 6:00 pm

2.5.10 STORAGE OF CONSTRUCTION MATERIALS: Construction materials for each project shall be stored at a location approved by KMAPC, and may include Parking Pads or safe roadside areas. All construction material must be stored on the project site during the winter ski season and must be removed from any public location by October 15. Any material not stored in an approved location is subject to removal by KMA, with the cost of removal charged to the owner. In order to allow other KMA homeowners an area to park their vehicles, with prior KMAPC approval of the Materials Storage Plan (see Section 2.3.8), no more than a single car sized area of a nearby Parking Pad may be used for storage of material. Based on local and individual circumstances, temporary approval to use more space for a short period of time can be granted by KMAPC. Because of limited Parking Pad capacity in some areas, if granted, such temporary storage location may be located someplace which is not "nearby" the construction location.

2.6 FINAL INSPECTION

Final inspection and approval by KMAPC is required to receive a refund of the Project Construction Deposit. Final inspection shall be scheduled and conducted by KMAPC after a request from the owner on a day and time agreeable to all involved parties. The Final Inspection is intended to ensure a clean site and project conformance with plans, CC&Rs and KMAPC Rules and Standards. Final Inspection should not be requested before the project is actually completed. Final Inspection for damage, clean-up, and re-vegetation of any disturbed areas cannot be performed while there is snow covering the ground. The ground area must be visible to do these inspections. A delayed damage,

clean-up, and re-vegetation inspection because of snow cover, is not considered a re-inspection and will not be assessed a Re-Inspection Fee.

Any site not passing the Final Inspection due to construction debris or features not in compliance with the KMAPC approved plans will receive a "Notice to Correct" within 30 days of the site review. Within 30 days, or within another time limit granted by KMAPC, the owner shall comply with the notice or forfeit all or part of the Project Construction Deposit. There are no fees for the first Final Inspection. If the project does not pass its Final Inspection, a Re-Inspection Fee will be assessed by KMAPC for subsequent inspections (see Section 2.1.8.9). Any costs incurred by Kirkwood Meadows Association to clean up a site or to modify exterior treatments to be in compliance with the approved plans will be deducted from the deposit. Costs in excess of the project deposits shall be assessed against the owner.

A final project approval form shall be completed by at least two members of the KMAPC. Upon approval of Final Inspection, the Project Construction Deposit will be refunded to the owner, less any charges determined by KMAPC to be needed to clean the site or bring the project into compliance. Full refund of the Project Construction Deposit will not be made until the re-vegetation is established (see Section 3.5). As re-vegetation takes time, in the event that there is a deposit hold-back for the establishment of re-vegetation, the Construction Time Limit for deposit refund of the hold-back amount will be automatically extended and the project will not be assessed a Re-Inspection Fee. Final Inspections which are requested during snow coverage times will be accommodated as best as we can. The inspection will only cover those parts of the project that are fully visible above the snow. There will be a deposit "hold-back" for those areas covered by snow and also for the project's ground area, as "clean-up" and revegetation efforts will not be visible. The minimum hold-back will be 10%. In this case, the Construction Time Limit for deposit refund of the hold-back amount will be automatically extended and the project will not be assessed a Re-Inspection Fee.

PART III
DESIGN STANDARDS AND RECOMMENDATIONS

3.0 THE HIGH SIERRA ENVIRONMENT

Kirkwood is a unique living and recreational area. All lot owners and homebuilders are encouraged to preserve the High Sierra environment that is the basis for the entire development.

Careful preservation of the land by avoiding all unnecessary cuts and fills has been a guideline of the developers and should be continued by the homeowners. Construction of homes should utilize principles of design compatible with and complimentary to the surrounding natural setting. Individuality and unique design will be encouraged, with quality being the most important consideration in design approval.

The high altitude of the valley and potential snow load make it mandatory that special design consideration be given to snow-load, snow or ice shedding from roof, frost-proof plumbing, overall energy efficiency, and location and protection of utilities.

All design standards set forth herein will be controlled through the KMAPC, and adherence to the following will facilitate approval of plans by that committee:

3.1 SITING

3.1.1 EXACT SITING: The KMAPC will review and approve the exact siting of each structure. A siting review must be conducted with KMAPC members prior to construction, before excavation or tree removal starts. The siting shall be conducted on the same day as a regularly scheduled KMAPC meeting, or on a day and time agreeable to all parties.

3.1.2 REQUIREMENTS: While KMA recognize the right to build within building envelopes, effort must be made so each house be designed and sited so that it:

- Does not block or significantly alter the principal views of other properties;
- Does not obscure or significantly reduce the sun exposure of other properties;
- Conforms to the natural topography of the lot;
- Does not present awkward or unsightly aspects from adjacent properties;
- Takes advantage of any natural cover or tree massing on the site.

Not all existing views are considered to be principal views. Lot location and design as well as the principal living spaces, will be considered when determining principal views. Per the CC&Rs, a project should not constitute an unreasonable obstruction to a neighbor's views. To help assess the view impact of a proposed project, KMAPC may decide, at its discretion, to require a story pole (see Section 2.27).

3.1.3 SETBACKS: Each house, including all living areas, decks, and stairs shall be a minimum of 15 ft. from any side or rear property line and 25 ft. from any front property line or right-of-way for KMA setbacks. Calculation of setback shall be from the roof edge of the structure to the property line. The county setback for the purpose of a Variance is 25 feet from the front property line, 15 feet from the rear property line and 5 feet from the side property lines. See Section 3.9.7 for the minimum Front Setback for a Garage with no included Living Space.

3.2 BUILDING DESIGN GUIDELINES

Designs complementary to the natural terrain should be used. High contrast with the Sierra environment is undesirable.

3.2.1 EXTERIOR FINISHES: Approved colors or natural (depending on the wood) stains are required for exterior finishes. All exterior colors must be approved prior to final plan approval by KMAPC.

Non-gloss or satin-finish paint is allowed in minimum surface areas such as doors, window trim, etc. No white or light colored trim, window frames, doors, garage doors, siding or other exterior material shall be used.

3.2.2 LARGE GLASS AREAS: Large glass areas should be protected or oriented to minimize reflected glare onto adjacent properties. Mirror finish window glass is prohibited.

3.2.3 BALCONIES, DECKS, AND OTHER EXTERIOR STRUCTURES: Care must be given to the design of balconies, decks, railings, and exterior stairways to assure the appearance of permanence and unity with the house. Designs must also take into consideration snow loading and the shedding of snow from roofs and structures.

3.2.4 EXPOSED STRUCTURES AND STORAGE AREAS: Underpinning foundation or bracing, the exposed undersides of decks and floors, and any storage enclosures must be incorporated as part of the complete design. Protected storage areas for firewood should be incorporated into the design.

3.2.5 PROTECTIVE COVERS AND SCREENING: Owners often find it necessary to install covers and screening to protect windows, decks, firewood, etc. from seasonal snow. Owners are first encouraged to consider KMAPC approved permanent cover solutions (see Section 3.2.4) that remain installed year-round or that can be installed or removed as conditions require. Alternatively seasonally installed covers and screenings are acceptable subject to these limitations:

Firewood and Construction Material Storage.

Dark, earth tone (no primary or bright colors such as red, orange, blue, silver, etc.) colored tarps are permitted to be used year round to cover outlying or under deck firewood or on construction materials *(for active construction projects only).* Tarps and plastic coverings are not permitted to be installed on, or attached to, the primary structure unless approved in advance by KMAPC. Bare plywood and/or deteriorated materials are not allowed.

Primary Structure Snow Screens.

Non-standard exterior wood (including plywood), metal, Plexiglas, or other materials used for window and deck opening screens are permitted subject to installation no earlier than October 15 and removal no later than June 15 each year. Seasonal screens shall be stained or painted to match, or coordinate with, the primary structure. Bare plywood and/or deteriorated materials are not allowed.

3.2.6 ROOF MATERIALS: Special care should be taken with materials used on roofs, as these will be particularly evident from the lots above. Manufactured roofing materials must be approved by KMAPC. Red, blue, white, silver, tan, and other light colored roof materials are not allowed. Shiny edge treatments (copper, or aluminum) shall be dulled prior to installation. All roof materials are to be fire rated and approved for use in Amador County.

Recommended are dark brown and dark green metal "seam lock" style roofing with no exposed screw or nail fasteners.

3.2.7 ROOF DESIGN: Roof design should take into consideration the path of sliding snow onto decks, entryways, and utility meters. Utility meters shall be covered to protect against snow buildup. Complex roofs with intersecting angle changes are not recommended as they can promote the formation of ice dams and possible water intrusion problems.

3.2.8 EXTERIOR SIDING: Exterior siding should be used to give a feeling of unity to the structure. Directional changes and the application of a second exterior material may be used when architecturally and aesthetically handled as an integral part of the design concept. Composite, aluminum, vinyl and/or plywood siding is prohibited.

3.2.9 EXTERIOR LIGHTING: Exterior lighting must be kept to a minimum. If necessary, lights shall be subdued and focused down or provided with full cut-off deflector shields so as not to impact neighbors. Floodlights are discouraged and are not allowed to impact neighbors. Any exterior lighting shall be placed on motion detectors or timers.

3.2.10 SIZE LIMITS: Multi-level construction is encouraged. It is recommended that all new houses should be a minimum of 1400 sq. feet, excluding decks and stairways. Maximum square footage is 5000 sq. feet for a single family unit and 5000 sq. feet for a duplex unit, including basement, garage, decks, stairways and other structures; but excluding driveway and walkways. Lot coverage shall not exceed 30%, including garage, decks, over-hangs, stairways, and other structures; but excluding driveway and walkways. A basement is defined as space having a floor other than dirt. Maximum square footage and lot coverage are calculated using exterior dimensions.

3.2.11 HEIGHT REGULATIONS: It is strongly recommended that consideration be given to keeping the main floor off the ground level, so that in heavy snow years the occupants do not have to tunnel into the house. The height regulations are contained in an Amador County blanket-approved variance for KMA Subdivisions 1 and 2.

The height shall be determined by the vertical distance from the average level of the highest and lowest point of that portion of the lot covered by the building, to the top-most point of the roof, excluding chimneys and ventilation equipment.

The height limits for buildings in KMA Subdivisions 1 and 2 shall not exceed:

- 34 feet on a lot having a slope of 10% or less, within the building envelope, as allowed by setbacks;
- 36 feet on a lot having a slope of 10-20% within the building envelope, as allowed by setbacks;
- 38 feet on a lot having a slope exceeding 20% within the building envelope, as allowed by setbacks.

Exceeding the height limitations specified in this section will only be considered if a Use Permit is issued by the Amador County Planning Department. It will also require a KMA variance. Chimney and vent pipes may exceed, by not more than two feet, the height limits stated herein.

3.3 MATERIALS

See Appendix D: U.S.F.S. Approved Color Chart for KMAPC suggested colors.

3.3.1 FOUNDATIONS: Concrete or concrete block foundations are required. However, exposed foundations over 24 inch in height must have an approved finish. Durable products are recommended and may include stucco or siding fascia.

3.3.2 EXTERIOR WALLS: Rough sawn woods and wood shakes, shingles, logs, native natural stone approved by KMAPC, and board and batten are recommended for exterior walls. Exposed architectural concrete will be considered at the discretion of the KMAPC. T1-11 plywood siding is prohibited; except it may be allowed in house addition cases where the existing siding is in excellent condition and well maintained, and the addition is to a house with existing T1-11 siding where the additional square footage is less than 20% of the square footage of the existing house. Certain manmade siding materials (including vinyl, concrete/fiber composite, synthetic stone, plaster stone and aluminum) are prohibited. Natural looking concrete rock, stucco, and concrete masonry units (CMU) are allowed. All CMU blocks shall have the rough side exposed outward.

3.3.3 ROOFS: Metal roofing material is recommended. Criteria for approval is that the roof be non-reflecting and of natural or dark color. Fireproof composite material may be used in conjunction with a metal edge strip to reduce formations of ice dams. Shake, shingle, and tar and gravel roofs are not recommended. Shiny and/or light colored roofing material is prohibited, as are red, blue, white, silver, and tan shades. Recommended are dark brown and dark green metal “seam lock” style roofing with no exposed screw or nail fasteners.

3.3.4 WINDOW UNITS: Wood or dark anodized metal window units are recommended. Colored manufactured window finishes are accepted. Bright standard mill aluminum finishes and white or light colored window frames are not allowed. Vinyl extruded window frames are discouraged.

3.3.5 DECKS: Decks may be made of redwood, cedar or other suitable wood planking. Manmade materials, such as solid composite decking in dark colors are allowed for decks but not for posts and railing systems.

3.3.6 PATHS: Pathways shall be constructed of retained gravel or pavers on a sand base, not to exceed 4 ft. wide.

3.3.7 UPGRADE OF NON-CONFORMING EXTERIOR FINISHES. When the exterior of the home is being modified, existing non-conforming finishes or materials may be required by KMAPC to be brought into conformance with current standards. The decision as to what is required to be upgraded will depend on the difficulty of the replacement, how well it has been maintained and the finish condition. Features requiring upgrade may include door and window finishes, non-conforming siding, damaged siding, trim or roofing, doors, deck, railings, vents or other exterior features. The upgrades shall be included on the proposed plans showing location, type of material and color.

3.4 SLOPE STABILIZATION

If a slope can be graded to a 2:1 (horizontal: vertical) or flatter grade, then it can be seeded and planted, and covered with an excelsior blanket (straw material and aspen cuttings which naturally disintegrates, letting planted grasses and flowers grow through it). For a slope greater than 2:1, a stabilization plan must be submitted to KMAPC.

3.5 RE-VEGETATION

Plans for re-vegetation must be submitted to the KMAPC for approval. Full refund of deposits will not be made until the re-vegetation is established

3.5.1 INDIGENOUS PLANTS: Planting is to be done in a natural manner using predominantly plants native to the area. Planting of trees should take into consideration the neighbors line of sight.

3.5.2 IRRIGATION: It is recommended that reseeded areas be irrigated to help the reseeded vegetation to establish itself. Reseeded is not re-vegetation. Full refund of deposits will not be made until the re-vegetation is established.

3.5.3 NATURAL APPEARANCE: Walks, stairs, terraces, patios, and retaining walls should be unobtrusive and an integral part of the overall design.

3.5.4 EARTH WORK: Earthwork should be only that which is required for foundations, and should be under and immediately adjacent to houses. Where cutting or filling is necessary and approved because of terrain difficulties, such work should be blended into the adjacent ground levels.

3.5.5 TEMPORARY CONSTRUCTION ROADS: If access to the site necessitates temporary roads, these must be re-seeded and restored to original pre-road condition by the contractor or owner, and inspected by the KMAPC prior to Final Inspection (Section 2.6). Full refund of Project Construction Deposit will not be made until the re-vegetation is established.

3.6 WOOD STOVES

All wood-burning stoves and fireplaces must be EPA approved and meet current EPA requirements; along with all Amador County codes and the manufacturer's installation requirements.

3.7 PROPANE EQUIPMENT

All propane furnaces, boilers, water heaters, etc. shall be installed and vented as per code and manufacturer's instructions. Propane meters must be protected from snow load. Amador County requires propane detectors and automatic shutoff valves at all points of use in the building.

3.8 CHIMNEYS, VENTS AND FLUES

In deference to snow load problems, plumbing fixture vents may be vented through walls provided they meet county codes for minimum distances to window and door openings, preferably located at gable walls. Chimney and roof vent penetrations are recommended near the peak of the roof to avoid

damage from sliding snow. Chimneys located on the roof other than at the roof ridge should be protected by a full "cricket". Stoves with interior and boxed-in chimneys are easier to start than those with exterior metal chimneys.

3.9 GARAGES AND DRIVEWAYS

Plans and Specifications to construct garages shall be submitted to the KMAPC and shall be subject to all procedures and fees outlined for the submittal of and acceptance of plans for new and remodeled structures. As with all other building projects, acceptance of projects involving garages and driveways will be determined by the KMAPC.

3.9.1 DEFINITIONS: The term garage shall mean an enclosed structure for the primary purpose of storing motor vehicles under the term "Improvements". (See Article 1 of the CC&Rs.) The term does not include un-enclosed structures such as carports, which are not permitted. The term driveway shall mean an improvement to the connecting area from the property line to the garage structure (See Article 1 of the CC&Rs.). Driveways without garages are not permitted.

3.9.2 NEW RESIDENCES: A garage proposed for a new residence must be incorporated into its structure to create an integral and aesthetic design.

3.9.3 EXISTING RESIDENCES: A garage proposed for an existing residence must be connected to it; or, if need be, by a breezeway no more than 15 foot long; the garage (and breezeway) shall incorporate the design and materials of the residence.

3.9.4 EXISTING GARAGES: Owners of existing garages which meet these and the conditions specified below regarding maximum setback and/or grade from the property line will be permitted to use them as such, provided they:

- Submit plans showing that all conditions on construction have been met;
- Pay appropriate fees; and
- Agree to develop, pave, and landscape driveways according to the guidelines below.

3.9.5 GARAGE SIZE: One car minimum; two car maximum. Note that for new home construction with a garage, the Kirkwood Specific Plan requires a two-car garage. A Variance from Amador County will be required for a single car garage. The County does not apply this requirement to a new garage for a home originally built prior to the adoption of the Kirkwood Specific Plan.

3.9.6 GARAGE DOORS: Sectional roll-up doors are required. Wood or metal may be used. A maximum door height of 9 feet is allowed.

3.9.7 GARAGE SETBACKS: Minimum of 5 foot Front Setback clearance from the property line. Garages located within the front 25 foot KMA house setback will be required to have a Variance from the Amador County Planning Department, as the County's setback is 25 feet. Garage units with a living space above are considered living units and will require a KMA Variance if constructed within the normal 25 foot Front Setback lines. A "living space" is defined as an interior area which is readily accessible via a standard door or stairs, whether finished or not. All garages within the setback must demonstrate that no conflict exists with existing or planned utilities. A "driveway easement" will be required to be recorded with Amador County for a driveway to cross KMA's road ROW (Right of Way),

for the acceptance of liability, and for the maintenance of that portion of the driveway which is on KMA property.

3.9.8 DRIVEWAY WIDTH: 10 foot minimum, 25 foot maximum, subject to site conditions and Amador County requirements.

3.9.9 DRIVEWAY GRADE: 10% maximum slope from the property line to the front of the garage pad.

3.9.10 DRIVEWAY MATERIAL: Minimum of 2 1/2 inch asphalt over 6 inch minimum Class 2 Road Base and shall meet with all other Amador County requirements. Other materials such as concrete, pavers, colored finished decor blocks, pressure-treated woods, etc. may be considered.

3.9.11 CUTS AND FILLS: Where driveways require cuts and/or fills, aesthetically designed retaining wall or rip-rap shall be required as well as compacting on fill areas, all of which shall meet with Section 3.4 and Amador County requirements.

3.9.12 DRAINAGE: Surface drains, swales, and/or French drains systems shall be provided as per Amador County requirements.

3.9.13 RE-VEGETATION: Re-vegetation is required, including replacement of groundcover, shrubs, and trees using indigenous types of vegetation (see Section 3.5). Vegetation is important on steeper slopes to minimize water run-off and prevent erosion. If access to the site required the construction of temporary roads, these must be re-seeded and restored to original condition

3.9.14 COUNTY ENCROACHMENT PERMIT: All roads within KMA are now fully owned, maintained, and controlled by KMA. As such, an Amador County Encroachment Permit is no longer required to be obtained from the County. Approval of plans for all driveways and any road work, trenching, or any other modifications to KMA roads, must be obtained from KMAPC prior to any work being started. Amador County, as part of the Building Permit requirements, will still require any utility easements that the driveway crosses to be abandoned by the easement holder (Volcano Communications and/or KMPUD).

3.9.15 SNOW PLOWING: It is recommended that, during the winter season, snow be removed from driveways at all times in order to keep driveways from being blocked by public parking. Expenses and obligations to keep garage and driveways clear of snow will be the owner's responsibility and removed snow must be stored on the owner's property. Driveway boundaries shall be marked by owner with appropriate height snow poles.

3.9.16 DRIVEWAYS ACROSS KMA COMMON AREA: Any proposed construction of a driveway across a KMA Common Area to facilitate the ingress and egress to and from a Lot, must be approved by the KMA Board of Directors. See KMAPC Rules and Standards Section 2.0.9 for applicable requirements.

3.10 UNDERGROUND PROPANE TANK INSTALLATION

3.10.1 PLAN REQUIREMENTS. Underground Propane Tanks have been approved by KMA for installation by individual homeowners when lot configuration and site conditions permit such installation. Installation of underground tanks are considered a "Major Exterior

Remodel" by KMAPC and are subject to all of the plan requirements, fees and neighbor notification for such work. Preliminary and Final Review submittals, along with appropriate Neighbor Notifications are required.

3.10.2 ABOVE GROUND TANKS. No above ground tanks are allowed under any circumstance, even if site conditions do not allow installation of underground tanks.

3.10.3 OWNERS RESPONSIBILITIES. The property owner shall be entirely responsible for assessment of site conditions and suitability, coordination with KMPUD and KVFD, and for obtaining building permits from Amador County. The property owner shall accept all responsibility for liability associated with construction, operation and maintenance of the underground propane tank and all connections to the house. Prior to final approval by KMAPC, the property owner shall provide proof of insurance coverage for underground tanks on their property. Prior to final approval, the property owner shall be required to sign a release of liability and have it recorded with Amador County (see Appendix G – Homeowner Agreement for Installation of Propane Tanks).

3.10.4 INSTALLATION GUIDELINES. All propane tank installations shall be installed in accordance with the current Uniform Building Code, Uniform Fire Code and NFPA 54 and 58, and all other codes that may apply. Maximum tank size allowed shall be 1000 gallons. All installations shall be completed by a certified professional tank installer. The name, address and phone number and evidence of certification shall be provided to KMAPC at the Final Approval meeting. No installations are allowed under any circumstance by non-certified personnel. The tank and dome shall be installed according to the manufacturer's directions.

Tanks shall be placed on a sand bed in native material or fill, with the area surrounding the tank designed to prohibit the infiltration of surface and groundwater. All underground tanks shall be fiberglass or epoxy coated. All connections to the house shall be protected from corrosion. Tanks shall be a minimum of ten feet (10 ft.) away from any building structure or foundation and one foot (1 ft.) away from any utility. Cathodic protection shall be provided. The underground tank and anodes shall be completely surrounded by fine sand. The bottom of excavation hole shall be covered with one foot (1 ft.) of washed concrete sand before tank is lowered into place. The excavation site shall be back-filled with one foot (1 ft.) of washed concrete sand all around the tank, including: bottom, sides, and ends. For the trench for the line from tank to house, the pipe depth shall be a minimum of 24 inches (24"). The trench or hole shall be back-filled with washed concrete sand. Line depth under driveways and other thru traffic areas shall be three feet (3 ft.).

KVFD requires a separate shutoff valve in the driveway. The tank dome shall typically be ten inches (10") out of the ground, with the grading sloping away from the dome to a distance of four feet (4 ft.) on all sides. All construction shall be completed with sound engineering design practices.

Underground tanks shall be placed away from snow shed areas or snow plow activities. All tanks shall be located with a snow pole in winter.

3.10.5 PROPANE DETECTORS. Propane level detectors shall be installed and wired to an indicator in the house. Automatic propane shutoff valves shall be installed.

3.10.6 RE-VEGETATION. The tank installation site shall be fully planted or seeded with native materials immediately after construction.

3.10.7 PLAN SUBMITTAL. Plan submittal shall include a surveyed site plan, manufacturer's specifications for tank, and all connection details to the house. A Preliminary and Final Plan would be submitted, with all fees (except the Plan-Check Fee) paid at the final review. The plans must be reviewed and approved by KMPUD and KVFD prior to submittal to Amador County.

3.10.8 INSPECTION. All tanks shall be inspected after installation has been completed by a certified inspector. A copy of the tank's certification shall be sent to KMA. The owner shall comply with all initial and future applicable maintenance and operation requirements and obligations (State of California, Amador County, KMPUD, KVFD, etc.), and shall provide KMA with copies of all required inspections and certifications, when they are obtained.

3.10.9 SHARING OF TANKS. No sharing of tanks by two or more adjacent properties is allowed. Tanks servicing duplexes will require a written agreement of both owners. Such agreement shall be provided to KMAPC prior to approval.

3.11 SOLAR PANEL INSTALLATION

KMAPC supports the installation of solar panels, but requires that they be placed in a way that reduce unsightly appearance to neighbors, as well as to minimize reflected glare onto adjacent properties. However, KMA must comply with state law that requires homeowner associations to authorize the installation of solar panels. Due to the harsh climate and large amount of snowfall at Kirkwood, homeowners are urged to review the long term maintenance and effectiveness of solar panels, before submitting a request for installation. Solar panels are required to be rated for installation in snow and ice environments, be constructed with dark colored frames and backs on all visible surfaces, and have all glass surfaces covered with an anti-reflective coating. "Solar shingle" style panels are recommended. "Free standing" solar panels (those not attached to the home) will not be approved. Installation of solar panels are considered a "Major Exterior Remodel" by KMAPC and are subject to all of the plan requirements, fees and neighbor notification for such work. Preliminary and Final Review submittals, along with appropriate Neighbor Notifications are required.

3.12 MAINTENANCE AND REPAIR STANDARDS

In order to ensure the future value of our homes, properties, and community, the KMA Board has set the following maintenance and repair standards:

3.12.1 All maintenance and repairs are to be performed with a "pride in workmanship" and at a quality level which does not detract from the community.

3.12.2 Unless approved as a KMAPC project, all maintenance and repairs are to be carried out in a manner so as to return the home and property to the quality as was originally approved for construction.

PART IV
ENFORCEMENT

4.0 ENFORCEMENT AND FINES

It is the fiduciary responsibility of the Association to enforce the rules and regulations as stated in the CC&Rs and in the standing rules, including the KMAPC Rules and Standards. The KMA Board of Directors has adopted the following procedures for non-compliance of the CC&Rs and standing rules.

Note: ***All Owner(s) shall be fully responsible for informing all members of their family, tenants, and guests of the provisions of the Governing Documents, and shall be fully responsible for any violation(s) of the provisions of the Governing Documents by members of their family, tenants, or guests. All Owner(s) shall further be fully responsible for the conduct and activities of their pets and of members of their family, tenants, or guests.***

4.1 ENFORCEMENT PROCEDURE

4.1.1 A Notice of Violation shall be written and USPS First Class mailed to the Owner(s), and Resident(s) if applicable, stating the violation of the CC&Rs and/or Standing Rules. The Owner(s) shall also be notified of the potential fines which may be imposed at a Fining Hearing for non-compliance with the Notice of Violation. Some violations may result in the immediate scheduling of a Fining Hearing. In such case, the owner(s) will be given notice of the time and place of the Fining Hearing. Compliance is expected. Non-compliance will bring further action.

4.1.2 If there is no response within 30 days, a second letter will be mailed stating that the Owner(s) will be scheduled for a Fining Hearing with the Board of Directors (referred hereafter as Hearing Board). It shall specify the violation and state the date, time, and place of the Fining Hearing. The letter shall also advise them of the fines that may be imposed on their property. If the Owner(s) or Resident(s) complies, fining action may still be taken by the Hearing Board, and will be taken for repeated and blatant violations of the rules. The Hearing Board may at their discretion waive the fine, impose a larger fine, impose a conditional fine, or take other actions.

4.1.3 If a Fining Hearing is necessary, it shall be held, whether or not the Owner(s) attends. The Owner(s) will be given a minimum of 4 weeks' notice of the Fining Hearing time and place. The Owner(s) may bring witnesses, pictures or other evidence to the hearing.

4.1.4 The Hearing Board, after hearing testimony at the Fining Hearing, may impose fines, as defined in the Fining Schedule approved by the Board of Directors.

FINING SCHEDULE

1st violation	$ 1,000.00
2nd violation	$ 2,000.00
3rd violation	$ 3,000.00

Fines may be levied daily, weekly or in any other manner as the Hearing Board deems necessary in order to bring compliance. Fines may be made conditional upon compliance not being achieved within a specified time frame determined by the Hearing Board, or upon any other action or non-action.

4.1.5 The Hearing Board determinations will be mailed out within 15 days after the Fining Hearing meeting.

4.2 APPEALS PROCESS

Appeals may only be heard by the Board of Directors, if requested in writing no later than 15 days after receipt of the notification of the Hearing Board determination. The board will schedule an appeal hearing at the next regularly scheduled KMA Board meeting, or earlier at the board's discretion. In order to allow for a minimum of two weeks written notice to all parties, the appeal request must be received three weeks prior to the KMA Board meeting. If the matter is one which requires a KMAPC Neighbor Notification be sent to near-by neighbors, the request must be received five weeks prior to the meeting. Requests received without the required lead time, will be heard at the next following KMA Board meeting. There is an Appeal Hearing Fee, which in some cases may be refundable (see Section 2.1.8.8).

4.3 UNAPPROVED CONSTRUCTION FINES

Unapproved construction can fall into two categories: 1) Unapproved Changes to Approved Plans; and, 2) Unapproved Project Construction. Unapproved Construction Fines that are levied by the Hearing Board may still be enforced even if the violation is corrected by the owner or builder after notification. Fines are specifically enforced for Unapproved Construction violations.

4.3.1 UNAPPROVED CHANGES TO APPROVED PLANS:

CC&Rs (Article V, Section 1 [b]) requires that any changes or modifications to KMAPC approved Final Plans must also be approved by KMAPC. This includes any changes found to be necessary, or desirable, during construction; and any changes required by Amador County, KMPUD, KVFD, or any other agency. Approval of changes to approved Final Plans will require submittal of "as built" plans at a regularly scheduled KMAPC meeting, and may require Neighbor Notifications to be sent out. Refund of the Project Construction Deposit will be withheld if the constructed project does not agree with the approved plans. In addition to requiring KMAPC approval of the changes, a fine of $2,500 may be levied against the homeowner project by the Hearing Board for major approval infractions; and/or the changes or modifications may be required to be removed or returned to what was originally approved, at the full cost incurred by the homeowner.

4.3.2 UNAPPROVED PROJECT CONSTRUCTION

Construction of an unapproved project is considered to be a major infraction of the rules, which, in addition to the project being required to be brought into compliance with all KMAPC Rules and Standards, an Unapproved Project Construction Fine may be imposed by the Hearing Board. Unapproved construction may result in a fine of up to $10,000; and/or require that the unapproved construction be removed and the site returned to its pre-unauthorized construction condition, with the full cost incurred by the homeowner. The amount of fine will be determined by the Hearing Board and will be correlated to the magnitude of the unapproved construction. If the homeowner refuses to remove the unapproved construction, in addition to the fine of $10,000, the KMA may undertake the removal and place a lien on the homeowner's property for all costs incurred, including attorney's fees, permits, construction and design.

APPENDIX A

PROJECT REVIEW REQUEST FORM

Date of Request _____ Lot # _____

First Request for this Project? ☐ YES ☐ NO

Owner/Representative: _____
Mailing Address: _____
City/State/Zip: _____
Telephone: _____ Email: _____

PROJECT CATEGORY *(See Section 2.0 of the KMAPC Guidelines for Project Descriptions)*

☐ 1. Maintenance and Repair *(See restrictions for "No Approval Needed" Projects)*
Description of Project: _____
_____
_____

☐ 2. Minor Exterior Remodel / Change of Material or Color
Description of Project: _____
_____
_____

☐ 3. Major Exterior Remodel / Propane Tank / Solar Panel
Description of Project: _____
_____
_____

☐ 4. Garage Addition or Expansion
Description of Project: _____
_____
_____

☐ 5. New Home or Home Addition
Description of Project: _____
_____
_____

☐ 6. Equipment Only *(See restrictions for "No Plans Needed" Projects)*
Description of Project: _____
_____
_____

Mail this form to:

KMA Planning Committee
P.O. Box 101
Kirkwood, CA 95646

Or, email request to: **kmapc.projects@gmail.com**

APPENDIX B

PROJECT APPROVAL FLOW CHART

Updated: Revision 2020

		Project Type				
	KMAPC Approval Process	***Maintenance and Repair*** See restrictions and limitations in Section 2.0.1	***Minor Exterior Remodel or Material / Color Change***	***Major Exterior Remodel***	***Garage Addition or Expansion***	***New Home or Home Addition***
1	**Submit KMAPC Application Form**	**Fill Out Part 1** email or mail to KMAPC	**Fill Out Part 2** email or mail to KMAPC	**Fill Out Part 3** email or mail to KMAPC	**Fill Out Part 4** email or mail to KMAPC	**Fill Out Part 5** email or mail to KMAPC
2	**Schedule 1st KMAPC Meeting (Preliminary Review)**	Meeting Not Required. **Proceed with Maintenance & Repair**	**Notify KMAPC minimum 5 weeks ahead of desired Plan Review meeting** Applicant to provide PDF Preliminary Plan set to KMAPC no less than 2 weeks before scheduled meeting (See Section 2.2 for requirements). (Meeting will be cancelled if plans not received in time) When required, KMAPC provides Neighbor Notification.			
3	**Provide 4 hard copies of Preliminary Plans at 1st Meeting**		Paint Color Sample (from approved list), or Window, Roof, Siding, or etc., Type & Colors + Plans may be required	Preliminary Plan set with: Site Plan showing: topo + lot lines + existing house and setbacks + new addition + garage + colors + dimensions + clearances + Set Backs + front/side/back elevations + Pictures + etc. (See Section 2.2 for requirements)		
4	**Provide Fees at 1st Meeting**		Non-refundable Plan Check Fee	Non-refundable Plan Check Fee. Variance Fee, if applicable.		
5	**KMAPC Approval received at 1st Meeting**		Refundable Construction Deposit Proceed with getting approvals from KMPUD, TC-TAC, Amador County	Proceed with KMA Board Variance Hearing, if needed. Applicant to notify KMA Board of Variance Hearing request. (See Section 2.0.7 for Variance Hearing requirements) Proceed with developing Final Plan Construction Documents. *If rejected by KMAPC, resubmit Preliminary Plans*		
6	**Schedule 2nd Meeting (Final Review)**			If a Variance is requested, it must be KMA Board approved first. **Notify KMAPC minimum 5 weeks ahead of desired Review meeting** Applicant to provide PDF Final Plan set to KMAPC no less than 2 weeks before scheduled meeting. (Meeting will be cancelled if plans not received in time) KMAPC provides Neighbor Notification.		
7	**Final Review Meeting**			Provide 4 full size sets of Final Construction Plans and calculations. (See Section 2.3 for requirements) ***Plans MUST be ready for submittal to Amador County***		
8	**Provide Fees at 2nd Meeting**			Non-refundable Parking Impact Fee. Refundable Construction Deposit. Refundable Roadway Construction Deposit, if applicable.		
9	**KMAPC Approval received at 2nd Meeting**			Final Plans will be "stamped" Approved by KMAPC. Proceed with getting needed agency approvals from KMPUD, KVFD, TC-TAC, and Amador County Building Department. *If rejected by KMAPC, resubmit Final Plans.*		
	After receiving Amador County Approval		If there are Plan changes requested or required by Amador County, or any other agency, submit a PDF of the final plans to KMAPC. All changes must be approved by KMAPC. **Then, proceed with construction.** Approved Amador County plans must be received by KMAPC prior to release of any deposits.			
	After Construction is completed, and work area is cleaned up		Request Final Inspection from KMAPC (See Section 2.6). If there have been any construction changes found to be necessary or desirable, "As Built" Final Plans will be required to be submitted to, and approved by, KMAPC prior to the return of any deposits.			

APPENDIX C

KIRKWOOD MEADOWS PUBLIC UTILITIES DISTRICT
Gas, Electrical, Water, Sewer, and Garbage

All major projects and many minor projects require plan checking and approval from the Kirkwood Meadows Public Utilities District (KMPUD). Their requirements vary depending on the scope of the project. For information on project approval procedures and requirements, project applicants should consult with KMPUD at their district office: PO Box 247, 33540 Loop Road, Kirkwood, CA 95646. The office phone number is (209) 258-4444, and is located upstairs at the Kirkwood Community Center (Firehouse) on Loop Road.

APPENDIX D

U.S.F.S. APPROVED COLOR LIST

The intent of the color charts is to establish compatibility between buildings and the average forest colors and patterns usually found in the natural surrounding landscape. These color lists are only examples of colors that should achieve the desired blending of buildings with the landscape and minimize color contrast. Other colors and brands that closely match these colors may be used after receiving approval by KMAPC.

RECOMMENDED COLORS

Applications	Manufacturer/Brand	Name of Color (*Generally appropriate for trim only)	
Metal Roof Colors	Western Metal Building Product Inc.	Antique Bronze Kelly Green	Medium Bronze Moca Brown
	BHP Steel Building Products USA, Inc.	Chestnut Brown Classic Brown	Slate Gray Weathered Copper
	Butler/Butlerib II	Hunter Green	
Exterior House Paint	ACE Hardware (Ace Seven Star Acrylic Latex)	Bark Brown Bungalow Brown Cafe Noir Deep Teal * Estate Brown Ginger Brown	Gladstone * Navy Wool * Oakleaf Brown * Ranch Red * Slate Gray
	Ameritone Paint (Exterior Colors)	Black (Key 1) Brown Benedictine (Key 2) Commander (Key 1) * Gerardia (Key 1) *	Gondola (Key 2) * Oxford Brown (Key 1) Russet (Key 1) Spanish Brown (Key 2)
	Ameritone Paint (PA570 Series Exterior Colors)	Cocoa PA575 Magnet PA591 Mahogany PA578	Oxford Brown PA571 Russet PA577
Exterior House Paint (Latex House & Trim Paint)	Sears Best Weatherbeater	MEDIUM 016 Charcoal Grey – A (88) 044 Spruce Green – C (88) 006 Driftwood Brown – B (88) 019 Sierra Brown – ABC (88) DARK 028 Molten Black – ABC (88) 066 Saddle Brown – BC (88) 031 Barcelona Brown – ABC (8	

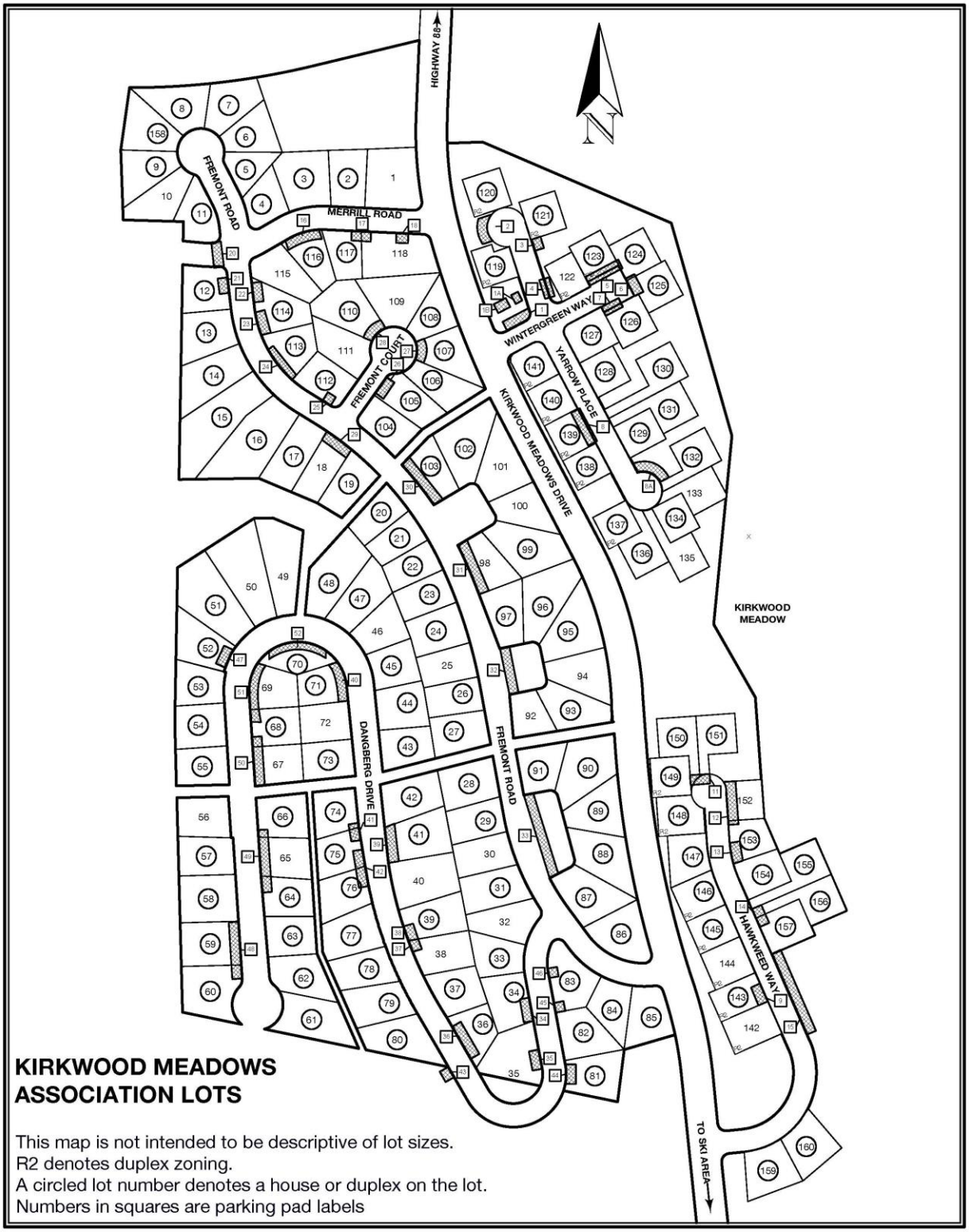
Applications	Manufacturer/Brand	Name of Color (*Generally appropriate for trim only)	
Exterior Stains			
	Sears Best Weatherbeater	MEDIUM	DARK
		610 Tuxedo Grey (88)	J068 Mountain Blue
		395 Mountain Forest (90)	5549 Guardian Black (88)
		396 Lombardi Blue (88)	0028 Molten Black (88)
		323 Cathedral Sky (90)	398 Nocturne Grey (90)
		563 Stormy Sky (88)	318 Lava Gray
		327 Puffin Bay Grey (90)	016 Charcoal Grey (88)
		527 Colonial Blue (88)	
		330 Cumberland Fog (88)	
	Benjamin Moore Paints (Exterior Stains)	Bleached Driftwood	New Stone *
		Butternut	Old Pewter
		Chocolate	Onyx
		Cocoa	Ranger Brown
		Coffee	Rich Avocado
		Cordovan Brown	Russet Brown
		Deep Charcoal	Rustic Taupe
		Graywood *	Sage Green
		Great Smoky Brown	Spanish Moss
		Heritage Blue *	Taupe*
		Mission Brown	Tree Bark
		New Pilgrim Red *	Wilderness Gray
	Olympic (Solid Color Stains)	Butternut	Heritage Blue *
		Chocolate	Mahogany
		Cocoa	Oxford Brown
		Coffee	Russet
		Ebony	Taupe *
		Fawn *	
	Sherwin Williams (Solid Color Stains)	Acadia Blue SW3011*	Kings Canyon SW3026
		Black Alder SW3022	Lodge Brown SW3007
		Black Cherry SW2724	Manor House SW2013
		Black Forest SW2238	Mushroom Basket SW2026*
		Bracken SW2734	Pepperidge SW3017
		Brickdust SW2715	River Birch SW3024*
		Buckthorn SW3003	Roan SW2722
		Cabin Brown SW3031	Ruddy SW2721
		Caribou SW3025	Salem Red SW3018
		Carnelian SW2708*	Shade Tree SW3037
		Chaparral SW2733	Shagbark SW3001
		Eggplant SW2707*	Spicewood SW3021
		Flagstone SW3023	Tobacco SW3039
		Heather SW2705*	Woodland SW3042
		Ironwood SW3028	

Exterior Stains (continued)	Behr (Solid Color Stains)	387 Adobe Brown * 374 Antique Brass 360 Avocado 381 Bayberry 386 Boot Hill Gray 377 Bronze 380 Butternut 310 Chestnut 397 Chocolate 328 Cinnamon 355 Cocoa 358 Coffee 319 Cordovan Brown 503 Dark Gray 303 Deep Charcoal 375 Dove Brown 378 Ebony 516 Evergreen * 323 Bordeaux 531 Valise	394 Fawn * 304 Forest 300 Gray Seas * 514 Hemlock Green 320 Ivy 356 Mahogany 517 Mauvewood 373 Mesa Gray 357 New Bark 359 Oxford Brown 335 Padre Brown 518 Pewter 354 Russet 318 Sable 388 Santa Fe Gray * 376 Slate 512 Spanish Moss 389 Wrangler Brown 532 Wood Chip 535 Tugboat
Semi-Transparent Stains	Olympic	705*, 707, 708, 709, 711, 713, 723*, 726, 730, 906*, 910, 916	
	Behr	706, 707, 708, 709, 710, 711, 712, 713, 714, 715*, 719, 721, 722*,725, 726, 730, 913, 916*, 323, 531, 532, 535	
	Cabot	Bark Bark Mulch Chestnut Brown Cordovan Brown Deep Forest	Evergreen Mission Brown Mountain Laurel Oak Brown Sandstone Spanish Moss
Linseed Oil and Acrylic Latex	California Rustic Stain	MEDIUM 857 Chocolate (28, 79) 853 Cocoa (79)	DARK 900 Ebony (79) 848 Mesa Brown (79) 721 Russet (28, 79) 855 Mahogany (28, 79) 850 Oxford Brown (28,79)

APPENDIX E

KMA LOT MAP

(Updated June 2011)



APPENDIX F

PROJECT SUBMITTAL FORMS

Preliminary Project Review Submittal Requirements

(Updated ~~July~~ 2020)

PROJECT DESCRIPTION

Lot Number: _____

1. **Project Type**: ☐ New Home ☐ Addition ☐ Garage ☐ Major Remodel
   ☐ Minor Remodel ☐ Material or Color Change ☐ Propane Tank
   ☐ Solar Panels ☐ Other _____
2. **Variance Requested**? ☐ Yes ☐ No ☐ KMA☐ County
   (Date scheduled _____)
3. **Does the project include construction on a KMA Common Area?** ☐ Yes ☐ No
   If Yes, is the easement "Non-Exclusive" (such as for a driveway connection)? ☐ Yes ☐ No
   If Yes, is the easement "Exclusive" (such as for a building)? ☐ Yes ☐ No
4. **Sensitive Visual Zone Lot?** ☐ Yes ☐ No (Lots 1, 7, 120-125, 151-157, & 160 are in the zone)
5. **Tree Removal Requested?** ☐ Yes ☐ No ☐ Number & Location of trees to be removed.
6. **Size:** ☐ Square Footage_____ ☐ Bedrooms_____ ☐ Floors_____
7. **Name of:** ARCHITECT: _____
   CONTRACTOR: _____
8. **Neighbor Comments?** ☐ Neighbor Comments Received
   ☐ Supportive Neighbor Comments Received
   ☐ Neighbor Questions Received
   ☐ Neighbor Objections Received
   ☐ Comments or Questions Received From Others

SUBMITTALS

1. **One set of "electronic" PDF format plans sent to KMAPC two (2) weeks prior to the Preliminary Plan Review Meeting showing:**
   - ☐ SURVEY AND TOPO (DATE_____) (showing neighboring houses, trees, utility locations, easements and setbacks)
   - ☐ SITE PLAN (showing exterior walls, drip line, decks, landings, driveway, walkways, drainage swales, cuts, fills and retaining walls)
   - ☐ ELEVATIONS (all four sides, showing ground line, foundation, siding, windows, doors, decks, chimney location, roof, all outside stairs)
   - ☐ SNOW STORAGE PLAN (show on Site Plan)
   - ☐ SECTIONS OF HOUSE IN TWO DIRECTIONS
   - ☐ FLOOR PLANS FOR EACH FLOOR
   - ☐ HEIGHT CALCULATIONS (show on Elevations)
   - ☐ DRIVEWAY SLOPE AND ROAD CONFORM CALCULATIONS (show on Construction Details)

- ☐ REVEGETATION PLAN/TREE REPLANTING PLAN
- ☐ PICTURES (view into and from lot, photo simulation)

2. **Four (4) complete sets of printed Preliminary Plans** brought to the Preliminary Plan Review Meeting
   - ☐ Printed Plans Submitted
   - ☐ Printed Plans are identical to PDF submitted plans (minor corrections allowed)

3. **Material Color Concepts**

MATERIALS:	COLORS:
☐ Roof	☐ Roof
☐ Siding	☐ Siding
☐ Trim	☐ Trim
☐ Windows	☐ Windows
☐ Doors	☐ Doors
☐ Garage Door	☐ Garage Door
☐ Foundation	☐ Foundation

FEES *(provide at meeting)*

Plan Check Fee (non-refundable):

☐ $100 – Equipment Only
☐ $100 - Change of Material or Color
☐ $150 - Propane Tank
☐ $150 - Solar Panels
☐ $250 – Major or Minor Remodel, or Garage
☐ $250 - KMA Board Non-Exclusive Easement Hearing, if required (non-refundable)
☐ $500 - New Construction
☐ $1000 - KMA Board Variance Hearing, if required (non-refundable)
☐ $1000 - KMA Board Exclusive Easement Hearing, if required (non-refundable)

NOTIFICATION

- Please notify KMAPC chairman (**kmapc.projects@gmail.com**) 5 weeks prior to the date of the desired Preliminary Review Meeting.
- No individual Preliminary Reviews will be held with KMAPC members.
- No-shows (less than 30 day notice ahead of meeting) for a scheduled Preliminary Review will trigger a supplemental plan check fee of $250.
- Provide an “electronic” PDF format set of plans 2 weeks ahead of meeting to KMAPC.

REJECTION OF SUBMITTAL

- Incomplete or late submittals for Preliminary Review will be rejected and a new Preliminary Review scheduled. An “electronic” PDF format set of Preliminary Plans MUST be provided 2 weeks prior to the meeting.
- Notification of meeting request less than five weeks in advance will cause the review to be conducted at subsequent meetings.

Final Project Review Submittal Requirements

(Updated ~~July~~ 2020)

PROJECT DESCRIPTION AND APPROVALS

Lot Number: _____

1. **Project Type**: ☐ New Home ☐ Addition ☐ Garage ☐ Major Remodel
   ☐ Minor Remodel ☐ Material or Color Change ☐ Propane Tank
   ☐ Solar Panels ☐ Other _____
2. **Variance Approved:** ☐ County ☐ TC/TAC ☐ KMAPC ☐ KMA Board ☐ Not Applicable
3. **Does the project include construction on a KMA Common Area?** ☐ Yes ☐ No
   If Yes, is the easement "Non-Exclusive" (such as for a driveway connection)? ☐ Yes ☐ No
   Has a "Non-Exclusive" Easement been approved by the KMA Board? ☐ Yes ☐ No
   If Yes, is the easement "Exclusive" (such as for a building)? ☐ Yes ☐ No
   Has an "Exclusive" Easement been approved by the KMA Board ☐ Yes ☐ No
   Has the easement been approved by a vote of the KMA Membership ☐ Yes ☐ No
4. **Sensitive Visual Zone Lot TC-TAC Approval?** ☐ Yes ☐ No ☐ Not Applicable
5. **Tree Removal Approved?** ☐ Yes ☐ No ☐ Not Applicable
6. **Duplex Co-owner Approval Letter?** ☐ Yes ☐ No ☐ Not Applicable
7. **KMPUD Snow Removal Sufficiency Letter?** ☐ Yes ☐ No ☐ Not Applicable
8. **Size:** ☐ Within Height Envelope ☐ Within Building Envelope ☐ Fits in Neighborhood
   ☐ Does Not Adversely Impact Neighbors' Primary View
9. **Neighbor Comments?** ☐ No New Comments Received
   ☐ New Supportive Neighbor Comments Received
   ☐ New Neighbor Questions or Objections Received
   ☐ New Comments or Questions Received From Others
   ☐ All Comments and Questions Addressed
   ☐ All Comments and Questions Mitigated

SUBMITTALS

1. **One set of "electronic" PDF format plans sent to KMAPC two (2) weeks prior to the Final Plan Review Meeting showing:**
   - ☐ SURVEY AND TOPO (DATE_____) (showing neighboring houses, trees, utility locations, easements and setbacks)
   - ☐ SITE PLAN (showing exterior walls, drip line, decks, landings, driveway, walkways, drainage swales, cuts, fills and retaining walls)
   - ☐ ELEVATIONS (all four sides, showing ground line, foundation, siding, windows, doors, decks, chimney location, roof, all outside stairs, lot, roadway, driveway)
   - ☐ SNOW STORAGE PLAN (show on Site Plan)
   - ☐ STRUCTURAL AND ENERGY CALCULATIONS (preliminary at a minimum, do not need to be final)
   - ☐ SECTIONS OF HOUSE IN TWO DIRECTIONS
   - ☐ FLOOR PLANS FOR EACH FLOOR

- ☐ CONSTRUCTION DETAILS (include Storm Water Runoff, Erosion Control Protection Plan, and Winterization Plan)
- ☐ HEIGHT CALCULATIONS (show on Elevations)
- ☐ DRIVEWAY SLOPE CALCULATIONS (show on Construction Details)
- ☐ REVEGETATION PLAN/TREE REPLANTING PLAN

2. **Four (4) complete sets of printed Final Plans,** ready to submit to Amador County, brought to the Final Plan Review Meeting. **KMAPC will retain one set of plans.**
   - ☐ Printed Plans Submitted
   - ☐ Printed Plans are identical to PDF submitted plans (minor corrections allowed)
   - ☐ Printed Plans contain no major changes from the approved Preliminary Plans
   - ☐ Printed Plans include any changes or modifications required by KMAPC

3. **Material Samples and Color Samples**
   (Provide a Color and Material board showing the following)

MATERIALS:	COLORS:
☐ Roof	☐ Roof
☐ Siding	☐ Siding
☐ Trim	☐ Trim
☐ Windows	☐ Windows
☐ Doors	☐ Doors
☐ Garage Door	☐ Garage Door
☐ Exterior Light Fixtures	☐ Exterior Light Fixtures
☐ Foundation	☐ Foundation

4. **Letter from KMPUD accepting driveway** ☐ Received ☐ Not Applicable

FEES *(provide at meeting)*

Check that any delinquent Fees, Charges and Fines have been resolved ☐ Checked OK

Parking Impact Fee (non-refundable)**:**

- ☐ $2,500 - Base fee
- ☐ $5,000 - Duplex lot
- ☐ $5,000 - No Garage
- ☐ $2,500 - Existing Parking Pad encroachment (per pad lost) Total of $_____
- ☐ Not Required

Project Construction Deposit (refundable):

- ☐ $10,000 - New Home
- ☐ $10,000 - Major Addition
- ☐ $5,000 - Garage
- ☐ $5,000 - Major Remodel
- ☐ $2,500 – Roadway Construction
- ☐ $2,000 - Minor Remodel
- ☐ $2,000 - Change of Material or Color
- ☐ $2,000 - Underground Propane Tank
- ☐ $2,000 - Solar Panels
- ☐ $2,000 – Equipment Only

SITE REVIEW *(prior to Final Plan Approval)*

Staking and String Line of Property Lines and House or Garage footprint must be completed prior to start of construction. The Homeowner is to schedule a field review meeting with KMAPC on same day as a regularly scheduled meeting, or on a day and time agreeable to all involved parties. The Owner shall provide the construction materials storage plan for review during the site review. The property must be clear of snow for this field review meeting.

NOTIFICATION:

- Please notify the KMAPC chairman (**kmapc.projects@gmail.com**) 5 weeks prior to the date of the desired Final Review Meeting.
- No individual Final Reviews will be held with KMAPC members.
- No-shows (less than 30 day notice ahead of meeting) for a scheduled Final Review will trigger a supplemental plan check fee of $250.
- Provide an "electronic" PDF format set of complete Final Plans two (2) weeks ahead of the Final Review Meeting to KMAPC.

REJECTION OF SUBMITTAL

All items MUST be provided at the KMAPC approval meeting. An "electronic" PDF format set of Final Plans MUST be provided 2 weeks prior to the meeting. Incomplete or late submittals for Final Review will be rejected and a new Final Review scheduled. Notification of meeting request less than five weeks in advance will cause the review to be conducted at subsequent meetings.

APPENDIX G

HOMEOWNER AGREEMENT

For Installation of Propane Tanks

RECORDING REQUESTED BY,
AND WHEN RECORDED, MAIL TO:

Kirkwood Meadows Association
P.O. Box 101
Kirkwood, CA 95646

AGREEMENT FOR INSTALLATION OF
UNDERGROUND PROPANE TANK

This Agreement is entered into as of _____, (the "Effective Date") by and between the Kirkwood Meadows Association (the "Association") and its successors and assigns, and _____ (the "Homeowner"), and his/her successors and assigns, who agree as follows:

RECITALS

A. The Homeowner is the owner of Lot _____ within the Kirkwood Meadows subdivision which is located in Amador County, California as depicted on that subdivision map entitled "Kirkwood Meadows Unit No. ___ ", filed in the Office of the Amador County Recorder on _____, in Book ___ of Maps at Page _____.

B. The Lot is subject to the First Restated Declaration of Covenants, Conditions and Restrictions for Kirkwood Meadows (the "Declaration"), recorded for public record on September 7, l 994, as Instrument Number 008721 in the Official Records of Amador County, California.

C. Pursuant to Article V of the Declaration, and the Kirkwood Meadows Association Planning Committee Rules and Standards ("KMAPC Rules") adopted by the Association on June 30, 200I, Homeowner has requested approval from the Association to install a _____ gallon Underground Propane Tank ("Propane Tank") on the Lot to provide exclusive propane service to his/her Residence. The Association approves the Homeowner's Site Plan and Specifications for installation of the Propane Tank, subject to the terms and conditions described more fully below.

AGREEMENT

The Association hereby approves the Homeowner's request to install a Propane Tank on his/her Lot, subject to the following terms and conditions:

1. Conditions on Installation. The approved Site Plan and Specifications shall be approved by the Kirkwood Volunteer Fire Department and the Amador County Building Department prior to start of construction. The Homeowner shall obtain a construction permit from Amador County for installation of the Propane Tank. The Propane Tank shall be installed on or before _____, and in accordance with the approved site plan and specifications, and Article V of the Declaration. Any deviations from the approved plans wiI1 require prior approval from the Association. All installation activities shall be conducted in a manner so as not to create a nuisance to neighboring residents.

2. Indemnity. Owner shall be liable for, and shall release, indemnify, defend, and hold harmless Association, and its successors and assigns, from and against all claims, suits, judgments, losses, damages, or liabilities arising from or related to Owner's installation, operation, and maintenance of the Propane Tank as described in Paragraph 1, above, specifically including any liability that may arise under any "Hazardous Waste Laws", meaning, collectively, any local, state or federal law, statute or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 *et seq.;* the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Solid and Hazardous Waste Amendments of 1984, 42 U.S.C. § 6901 *et seq.;* the Federal Water Pollution Control Act, as amended by the Clean Water Act of 1977, 33 U.S.C. g 1251 *et seq.;* the Toxic Substances Control Act of 1976, 15 U.S.C. § 2601 *et seq.;* the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. § 11001 *et seq.;* the Clean Air Act of 1966, as amended, 42 U.S.C. § 7401 *et seq.;* the National Environmental Policy Act of 1975, 42 U.S.C. § 4321; the Rivers and Harbours Act of 1899, 33 U.S.C. § 401 *et seq.;* the Endangered Species Act of 1973, as amended, 16 U.S.C. § 1531 *et seq.;* the Occupational Safety and Health Act of 1970, as amended, 29 U.S.C. $ 651 *et seq.;* the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. § 300(f) *et seq.;* the Hazardous Materials Transportation Act, 42 U.S.C. §$ 1471, 1472, 1655, 1801 *et seq.;* the Federal Insecticide, Fungicide & Rodenticide Act, 7 U.S.C. § 136 *et seq.;* the Atomic Energy Act, 42 U.S.C. § 3011 *et seq.*, and any other rule, guidance, guideline or common law which relates to the deportment and storage of Hazardous Materials.

3. Covenants Run With the Land: Remedies for Breach. All of the covenants, warranties, representations and agreements in this Agreement shall run with the land and extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

4. Modification. This Agreement may be modified or altered only by an agreement in writing between the parties.

5. Effective Date. This Agreement shall commence as of the Effective Date.

6. No Dedication for Public Use. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the general public.

7. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

8. Attorney's Fees and Costs. In the event that any party with the right to enforce the provisions of this Agreement commences any action or proceeding for the enforcement hereof, then the prevailing party in such action or proceeding shall be entitled, in addition to all other relief, to the recovery of costs and reasonable attorneys' fees. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

9. Force and Effect. In the event any term or provision of this Agreement is deemed to be in violation of law, null and void, or otherwise of no force or effect, the remaining terms and provisions of this Agreement shall remain in full force and effect.

10. Counterparts. This instrument may be executed in counterparts. Attachment of all counterpart signatures pages to the original of this Agreement, along with all exhibits referenced herein, shall constitute and form the written agreement of the parties.

11. Merger. This Agreement constitutes as to the subject matter of this Agreement the entire agreement among the parties hereto, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

KIRKWOOD MEADOWS ASSOCIATION

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Signature: _____

Print Name: _____

Title: _____

NOTARY PUBLIC

Dated: _____

Signature: _____

Print Name: _____

HOMEOWNERS

Dated: _____

Signature: _____

Print Name: _____

Dated: _____

Signature: _____

Print Name: _____

NOTARY PUBLIC

Dated: _____

Signature: _____

Print Name: _____

APPENDIX H

HOMEOWNER AGREEMENT

For a Non-Exclusive Driveway Easement to Cross KMA Common Property

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Kirkwood Meadows Association
P.O. Box 101
Kirkwood, CA 95646

EASEMENT AND EASEMENT MAINTENANCE AGREEMENT

This Easement and Easement Maintenance Agreement ("Agreement") is made this _____ day of _____, _____ ("Effective Date"), by and between Kirkwood Meadows Association ("KMA" or "Association") and _____ and _____(collectively "Homeowners").

1. Background and Purpose.

1.1 Association is an "association" as that term is defined in California Civil Code section 4080 which owns, maintains and manages the common areas and private roads within that certain real estate common interest development located in Amador County, and commonly known as "Kirkwood Meadows." The powers, duties and responsibilities of Association are more particularly defined in its governing documents which include the "Second Restated Declaration of Covenants, Conditions and Restrictions" for Kirkwood Meadows, dated January 12, 2010, and the "Kirkwood Meadows Association Planning Committee Rules and Standards," dated April 29, 2017 (collectively "Declaration").

1.2 Homeowners are the owner of Lot ____ within Kirkwood Meadows which is located in Amador County, California as depicted on that subdivision map filed in the Office of the Amador County Recorder in Assessor's Map Book 26, Page 16.

1.3 Pursuant to Article V of the Declaration, Homeowners have submitted to Association a request to construct a permanent driveway across a Common Area, as defined in Article I of the Declaration, of Kirkwood Meadows to provide for vehicular ingress and egress to a garage on Homeowners' Lot. Association has approved the request and has agreed to allow Homeowners to construct the driveway based upon the terms and conditions described more fully below.

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2. Grant of Easement Across Common Area. Subject to the provisions of this Agreement, Association hereby grants to Homeowners a nonexclusive access easement to Homeowners' Lot for ingress and egress of pedestrian and vehicular traffic in, over, and across the Common Area of the approximate width and configuration of which is more particularly described in Exhibit A (the "Easement"). This Agreement creates only the rights expressly provided herein, and no other or further rights are created by implication, operation of law or otherwise, this limitation being a condition of the grant.

3. Condition Precedent. The grant of this Easement by Association is conditioned upon the execution of this Agreement by and between Association and Homeowners.

4. Easement Use and Limitation. Homeowners' rights to and uses of the Easement granted herein shall be limited to rights and uses described within and consistent with the Declaration, as currently stated and as may be subsequently amended.

5. Obligation for Design, Construction, Maintenance, Repair, and Snowplowing of Driveway.

5.1 All rules and requirements set forth in the Declaration with respect to Homeowners' repair and maintenance of Lots, and enforcement thereof, shall apply equally to Homeowners' repair and maintenance of the driveway and/or Easement.

5.2 All future alterations or Improvements, as defined in Article I of the Declaration, to the driveway and/or Easement are subject to the Declaration. This means that all rules and requirements set forth in the Declaration with respect to Homeowners' construction, repair, and maintenance of Improvements constructed on Lots, and enforcement thereof, shall apply equally to Homeowners' construction, repair, and maintenance of any Improvements constructed on the driveway and/or Easement.

5.3 Homeowners agree to be solely responsible for and shall pay all expenses associated with the design, construction, maintenance, repair, and snowplowing of the driveway and/or Easement.

5.4 Homeowners agree to be solely responsible for and shall pay all taxes, assessments, and fees related to the Easement, driveway, and any Improvements as defined in Article I of the Declaration, constructed on the driveway and/or Easement.

5.5 Association shall have no obligation to snowplow the driveway and shall incur no expense in connection with any snowplowing of the road by Homeowners. Homeowners shall have the sole discretion to determine whether and when to snowplow the driveway.

5.6 To the extent that Homeowners fail to perform the necessary maintenance or repair, Association has the authority to carry out any enforcement mechanism described in the Declaration applicable to Homeowners and Lots including, but not limited to, causing the necessary maintenance or repair to be completed and assessing and charging all costs and expenses incurred in connection therewith to and against Homeowners as a Special Individual Assessment pursuant to Article IV of the Declaration.

5.7 Homeowners are solely responsible for the cost of repair, replacement, or other maintenance to the driveway and/or Easement due to extraordinary wear and tear caused by Homeowners or their tenants, occupants, invitees or other parties in possession.

6. Obligation to Obtain Construction Permits from County. Prior to the commencement of any work within the Easement related to construction of the driveway, Homeowners shall: (a) submit road construction and drainage plans to County of Amador Land Use Agency for approval and issuance of permits; and (b) obtain all necessary encroachment, grading, and construction permits from County of Amador; and (c) provide copies of such permits to Association.

7. Obligation to Obtain Legal Description of Easement. Homeowners shall bear full responsibility and cost for obtaining a legal description of the Easement and providing such description to Association for attachment to this Agreement as Exhibit A prior to execution of this Agreement.

8. Acceptance of Risk Associated with Building Within Existing Easements. Homeowners acknowledge that they may be constructing the driveway within existing easements, including but not limited to, county utility easements. Association has the right to demand removal of the garage or driveway from within existing easements at Homeowners' expense and has the right to remove the garage or driveway and require reimbursement from Homeowners for such removal. Homeowners, jointly and individually, shall be liable for, and shall release, defend, indemnify and hold harmless Association from and against, any and all claims, suits, judgments, losses, damages or liabilities of any nature arising from or related to any action brought by a county, utility company, special district, or any other entity or individual against Association for interference with an existing easement including, but not limited to, an action for trespass upon easement or for enforcement of an easement.

9. Easement Fee. A non-refundable fee of $250.00 is due to the Association upon the execution of this Agreement.

10. Obligation to Remove Driveway and Restore Common Area. If the driveway is no longer required, Homeowners shall remove the driveway at their own cost. In the event of driveway removal, Homeowners shall clean-up, restore, and stabilize the Common Area affected by removal activities at its own cost.

11. Release, Waiver and Indemnity. Homeowners, jointly and individually, shall be liable for, and shall release, defend, indemnify and hold harmless Association from and against, any and all claims, suits, judgments, losses, damages or liabilities of any nature (including, but not limited to, property damage, personal injury, wrongful death, actual attorneys' fees and costs of suits) arising from or related to any construction, exercise, use, maintenance, repair, and/or snowplowing of the Easement or driveway by Homeowners, their guests and invitees, their contractors, and third parties, unless the claim results from the gross negligence of Association.

12. Enforcement. All of the provisions in this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including but not limited to, California Civil Code Section 1468.

13. Governing Law. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the law of California.

14. Entire Agreement. This Agreement constitutes the entire agreement among Association and Homeowners, all oral agreements being merged herein, and supersedes all prior representations. There are no representations, agreements, arrangements, or understandings, oral or written, between or among the parties relating to the subject matter of this Agreement that are not fully expressed herein.

15. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of Homeowners.

16. Effective Date. This Agreement shall commence as of the Effective Date.

17. No Dedication for Public Use. The provisions of this Agreement shall not be deemed to constitute a dedication for public use or to create any rights in the general public.

18. Amendment. This Agreement may only be amended in a writing executed and recorded by all parties involved at the time of such amendment.

19. Attorney's Fees and Costs. In the event that any party with the right to enforce the provisions of this Agreement commences any action or proceeding for the enforcement hereof, then the prevailing party in such action or proceeding shall be entitled, in addition to all other relief, to the recovery of costs and reasonable attorneys' fees. Any award of damages following judicial remedy or arbitration as a result of the breach of this Agreement or any of its provisions shall include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

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KIRKWOOD MEADOWS ASSOCIATION

Dated: _____

Signature: _____

Print Name: _____

Title: _____

Dated: _____

Signature: _____

Print Name: _____

Title: _____

NOTARY PUBLIC

Dated: _____

Signature: _____

Print Name: _____

HOMEOWNERS

Dated: _____

Signature: _____

Print Name: _____

Dated: _____

Signature: _____

Print Name: _____

NOTARY PUBLIC

Dated: _____

Signature: _____

Print Name: _____

EXHIBIT A

DESCRIPTION OF EASEMENT

[to be provided by Homeowners' engineer]

APPENDIX I

REQUIREMENTS FOR TREE REMOVAL

1. Removal, topping, or extensive trimming of ANY tree requires approval.
   a. Dead Trees
   b. Dying Trees
   c. Dangerous Trees
   d. Green Trees
2. Hazardous trees which may cause immediate harm to persons or property, may be removed by the Kirkwood Fire Department, with later notification to County.
3. There can be a County fine of $30 per inch of diameter if approval is not obtained.
4. To obtain approval, the lot owner is to contact a licensed Forester or Arborist to obtain a certification that the tree is dead, dying, damaged, or is creating a hazardous condition, and can be removed. Note that the State of California no longer provides this service. The lot owner, or Forester or Arborist, then notifies Amador County and KMAPC. The notification is to include a map of the lot, the tree location, diameter, type, and the Arborist or Forester Certification as to reason for removal. If on-lot use of heavy equipment is needed, KMAPC approval as an "Equipment Only" project is required.
5. In addition to the above, if the tree is green, approval must also be obtained from KMAPC. Green tree removal, or topping, to better one's view or to increase sun exposure is not normally permitted. Such requests will be stringently reviewed.
6. Trees identified as part of a KMAPC approved project are exempt from this procedure, but are to be indicated on the proposed Project Plans.
7. All limbs and slash are to be removed or chipped and treated. Do not leave limbs and slash in a pile.
8. Do not fell trees onto adjacent lots.
9. Check with Amador County offices for additional information and requirements. Amador County requirements must be followed for all tree removal projects.

Other suggestions by the USFS Vegetation Management Program:

- Beetle killed trees: treat with pesticide.
- Root rot: treat with fungicide to prevent spores from traveling.
- When using pesticide, fungicide, or other chemicals, check with USFS, Amador County, or a specialist, for authorized compounds and dosages. You are responsible for the prevention of contamination of streams and runoffs.
- If cut into fire wood, cover with clear plastic tarps to kill existing beetles.
- Water healthy trees once a month in the summer.