

*Kingswood* Farm  
Homeowners Association

Resident Handbook  
of  
Rules and Regulations

Approved by the Board of Directors  
at the May 9<sup>th</sup>, 2024 monthly board meeting.

Resident Handbook  
Index of  
Rules and Regulations

Welcome.....	3
Introduction.....	3
Management.....	4
Maintenance.....	4
Association Assessments.....	4
Changes to Yards and Exteriors.....	5
Trash Removal, Recycling.....	5
Lawn Care, Snow Removal.....	5-6
Definitions.....	7-8
General Regulations.....	8
Membership Procedures.....	9
Leasing.....	9-10
Pets.....	10-11
Motor Vehicles, Parking, Garages.....	12
Architectural Controls.....	12-13
Maintenance–Association.....	14
Maintenance–Owners.....	15-16
Restrictions on Use of Property.....	17-18
Lakeshore Access.....	19
Pool Rules.....	19-20
Community Dock Rules.....	20-21
Canoe/Kayak Rack Rules.....	21

## **Welcome**

Welcome to the *Kingswood* Farm Homeowners Association. As an owner of a townhome in *Kingswood* you are a member of the Association. The Association has prepared this handbook for your use to understand important aspects of the Association's operation.

Townhome living is a unique style of home ownership, blending the benefits of single-family ownership with certain differences that are necessary to maintain the continued attractiveness and uniform appearance of the townhome community. This handbook is written to inform you of the specific rules and regulations which govern the Association and the procedures that must be followed when any exterior change, modification or alteration to your home or property is considered. Each homeowner's thoughtfulness, cooperation and participation are essential to making our community an enjoyable place to live.

## **Introduction**

*Kingswood* Farm townhomes were built by the Centurion Company. The first residents moved in late Fall 1979. Construction on the 112 homes was completed in the Spring of 1984.

*Kingswood* Farm Homeowners Association is a non-profit corporation established under Minnesota law to provide for maintenance, preservation, architectural control, operation, and management of *Kingswood* Farm, for health, safety, and welfare of the Owners, and for the preservation of the value and aesthetic character of the residential Lots and Common Areas. Membership in the Association is automatic with the purchase of a townhome.

The operations of the Association are handled by a Board of Directors of five (5) homeowners elected from the general membership at their Annual Meeting held in October each year. The Board of Directors is obligated to run the Association according to the registered documents: the Amended and Restated Declaration of Covenants, Conditions and Restrictions (CCR's), the Amended and Restated Bylaws (Bylaws), and the Restated Articles of Incorporation. These documents are sometimes collectively referred to as the "Governing Documents." Under the Bylaws, the Board of Directors is given the power to develop rules and regulations for the Association and is given the power to enforce the Governing Documents rules and regulations.

## Management

*Kingswood* Farm Homeowners Association is self-managed. The Board of Directors, through Association documents, has the authority to secure bids from contractors, enter into contracts for Association-sanctioned work, and employ and oversee contractors doing work pursuant to such contracts.

## Maintenance

The Association's maintenance responsibilities are stated in the Association's Declaration and/or Rules and Regulations. Generally speaking, inside home repairs and maintenance are the responsibility of the homeowner as are the roof, driveway and lot landscaping. A detailed listing of Association/Homeowner maintenance responsibilities is included in this handbook, pages 14-16.

## Association Assessments

Each home pays a monthly assessment agreed upon by the Board of Directors. This amount is based on each year's budget established by the Board and is provided to homeowners in the packet mailed to each homeowner in advance of the Annual Meeting. The monthly assessment cannot be raised from one year to the next by more than 5% per annum without the consent of 67% of the membership. The mailing address for dues payment is: KWFHOA, 226 Holly Lane North, Plymouth, MN 55447.

Each home is assessed 1/112<sup>th</sup> of the annual amount needed for the Association to operate. The monthly assessment covers the Annual Operating Expenses and provides for adequate reserves for the future repair and/or replacement of capital items. A copy of the budget is mailed to each homeowner in advance of the Annual Meeting.

The monthly assessment fee includes expenses related to insurance coverage for the common areas and community property, administrative expenses, trash removal, lawn care, driveway snow removal, common area maintenance and exterior home maintenance as authorized in the governing documents. **It is your responsibility to insure your home inside and out.**

## **Changes to Private Yard Area and Building Exteriors**

Any changes, additions, or deletions to the exterior of your townhome or to your yard areas must be approved by the Board of Directors *before* beginning the project. The guidelines and procedures that must be followed in seeking approval for changes, additions or deletions are included on pages 12-13 of this handbook.

## **Trash Removal and Recycling**

The trash pick-up and recycling day is Friday – each Friday for trash, every other Friday for recycling. Containers may be placed at the curb the night before pick-up as the recycling truck arrives very early in the morning. Your trash and recycling containers must be returned to your garage by 9:00 pm of the allotted pick-up day. Containers must always be stored in your garage. The Association contracts for and pays for the trash removal. The City of Plymouth provides the recycling service. Questions on recycling should be directed to 763-972-3335. The 2024 recycling calendar is posted on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com)

Yard clean up and waste is the owner's/occupant's responsibility and debris may be taken to the City of Plymouth Yard Waste Site at 14900 23<sup>rd</sup> Avenue North. For information on the yard waste site hours of operation call 763-509-5513 or visit [plymouthmn.gov/yardwaste](http://plymouthmn.gov/yardwaste). The schedule is also posted on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com)

## **Lawn Care and Snow Removal**

The Association contracts with one contractor to take care of our lawns and common areas and to remove snow. The lawns and common areas are mowed on a weekly basis, when needed. The weekly lawn mowing occurs on Monday, weather permitting. This contractor also handles Spring and Fall cleanup. In addition, the Association contracts for lawn fertilizing and weed control each growing season. Signage will be posted on 1<sup>st</sup> Avenue in advance of any lawn fertilizing/weed control service.

Owners/Occupants are asked to pick up twigs and other debris in their yard before the lawn crew arrives each week. This helps the crew stay on schedule. Remember, it is your responsibility to take your yard waste to the City of Plymouth Yard Waste Site at 14900 23<sup>rd</sup> Avenue North.

In November, you should place stakes on either side of your driveway. These stakes are guides for the plowing crew so they do not damage your lawn. The City of Plymouth contracts snow removal on our streets. The Association contracts snow removal on the driveways and front entry walks. If there is damage to your lawn by the plowing crew, please promptly report that damage to the Board.

*Homeowners are responsible for salting icy access areas on their property and by their mailboxes.*

## **Email**

The Association President sends out regular emails to all owner/occupants. These emails provide homeowners with information concerning meeting dates, events and other important information. Homeowners are strongly encouraged to visit the Association web site [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com) for current and relevant information.

The web site is updated regularly.

## Rules and Regulations

It is the responsibility of all homeowners to review and familiarize themselves, their families, guests and tenants with the Rules and Regulations of the Association. Authority for the establishment of rules and regulations is given to the Board of Directors under the Bylaws.

The rules and regulations are intended to promote quiet enjoyment, protect real estate values, and promote the health and safety of the homeowners and residents.

Enforcement of the Rules and Regulations will be accomplished by the Board of Directors (Board) within the bounds of, and with the authority given to, the Association by the Governing Documents, as any of the same may be amended from time to time.

### **Definitions**

**ASSOCIATION** shall mean *Kingswood Farm Homeowners Association, Inc.*, a non-profit corporation.

**COMMON AREA** shall mean that portion of the Property other than the Lots, as more fully legally described on Exhibit A of the Declaration.

**DWELLING UNIT** shall mean a residential housing unit designed or intended for use as living quarters for one family. Each Dwelling Unit contains an attached garage. For the purpose of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit.

**LOT** shall mean any Lot, with the exception of the Common Area, within the Property as shown upon any recorded subdivision plat or map of *Kingswood Farm*, Hennepin County, MN.

**MEMBER** shall refer to each Owner by virtue of Lot ownership. Multiple ownership of a Lot shall not increase the voting rights allotted to such Lot nor authorize the division of the voting rights. All Owners shall be entitled to one vote for each Lot in which they have the right of possession.

**OCCUPANT** shall refer to any person or persons, including the Owner in possession of, or residing in a Dwelling Unit.

**OWNER** shall mean a person who owns a Dwelling Unit, but excluding contract for deed vendors (sellers), mortgages, and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees, purchasers, and holders of life estates.

**PROPERTY** - *Kingswood Farm* consists of 112 LOTS and the COMMON AREAS. All LOTS are restricted exclusively to residential use.

## **General Regulations**

1. Each Owner and Occupant shall comply with the Governing Documents and Rules and Regulations of the Association and is responsible to ensure their guests and residents also comply.
2. Owners are personally responsible and liable for any damage to Common Areas caused by any Owner/Occupant or his/her guests.
3. Occupants and Owners are to leave the Common Area and Common Area facilities used in an orderly condition. Personal property shall not be left unattended in any part of the Common Area. The Association is not responsible for personal property used on or left unattended in the Common Area. Such personal property is *not* covered under the Association's master insurance policy.
4. Use of the Dwelling Units shall be limited to typical residential uses. Dwelling Units shall not be used for any significant business activities other than incidental business operations of an Occupant. No activity which involves a recurring stream of visitors, such as sales activity or consultation with clients, is permitted. *Home-based day care businesses are prohibited.*
5. Agents of the Association, and any contractor or worker authorized by the Association or its agents, may have the right of entry, with proper notice, or in the case of emergency, without notice, to Dwelling Units and garages for the purpose of correcting any condition which presents a danger of serious loss or damage to the property, or injury or death to any person per Section 12.2.g of the Declaration.
6. No Owner, Occupant or guest shall make any noise on the Property which constitutes a nuisance or interferes with the rights of quiet enjoyment of any other Owners and Occupants.



## **Membership and Rental**

### A. Membership Procedures

1. Every Owner shall inform the Board of Directors of an Owner's intent to sell their Dwelling Unit at the time the Dwelling Unit is offered for sale.
2. Upon the Board's receipt of an Owner's notice of intent to sell, the Board of the Association will provide the Owner with the documents, the disclosure information required by state law, a statement of unpaid Association fees or assessments and other relevant information, all as required by Minnesota State statutes. The requesting Owner will be assessed a reasonable charge for the Association's providing such documents. The fee is currently \$100.00 – a check should be issued made payable to: KWFHOA and delivered to the President at their home.

### B. Leasing

1. A Dwelling Unit may be leased for a term of at least one year.
2. An Owner shall not lease less than the entire Dwelling Unit. No garage may be separately leased.
3. No subleases are allowed.
4. All leases must be in writing.
5. An Owner shall provide the Association Board with a copy of the City of Plymouth Rental Dwelling License.
6. An Owner shall give the Association's Board advance written notice of any Dwelling Unit lease and shall provide a copy of the proposed lease or occupancy agreement to the Association upon request.
7. The Owner of a Dwelling Unit must register with the Association Board, the Owner's current address, email address and phone number and advise the Association of changes to the addresses as long as the Dwelling Unit is leased.
8. The leasing Owner must provide the Association Board with the name, phone number and email address of the Owner's proposed tenant.

9. All leases and occupancy agreements are subject to the Governing Documents and the Rules and Regulations, and any failure by an Occupant to comply with the terms of such documents shall be in default under their lease or occupancy agreement.
10. It is a leasing Owner's responsibility to handle all maintenance and repairs of the Dwelling Unit that are not the responsibility of the Association. It is the leasing Owner's responsibility to make sure the Owner's tenant understands that all matters regarding the maintenance and repair of the Dwelling Unit are to be handled through the Owner and not through the Association. The Association reserves the right to assess a charge to an off-site Owner if that Owner's tenant contacts the Association rather than the Owner (emergencies excepted).
11. No sign of any kind shall be placed on the Property advertising the Owner's Dwelling Unit for lease.
12. If the occupancy restrictions of the Declaration impose a hardship on an Owner, the Owner may make a written request to the Board for a waiver of such restrictions. See Section 8.14 of the Declaration.

## Pets

- A. No more than two (2) domestic pets of mature size not exceeding eighteen (18) inches in height at the withers may be kept on a Lot. The foregoing restrictions may be waived by the Board on a case-by-case basis upon written request to the Board. Such waiver may be revoked in the Board's reasonable discretion if, for example, the animal becomes a health or safety risk or the resident repeatedly fails to abide by the rules and regulations regarding pets.
- B. Owners/Occupants are subject to the following:
  1. No animal may be bred or kept or maintained for commercial purposes.
  2. All pets are to be housed and maintained within the Owner's/Occupant's Dwelling Unit, except when under direct control of their Owner or other persons capable of controlling the pet. Other quarters, such as dog runs, kennels or dog houses outside the Dwelling Unit are not permitted.

3. Dogs must be on a leash and in complete control by their owners at all times when outside the Dwelling Unit and in the Common Area. Pet owners are subject to the laws of the City of Plymouth. If you have an issue with a dog to report, please call the City of Plymouth and they will take any necessary action.
4. Dog droppings are to be removed immediately from the Common Area and Lots by the dog's owner. This includes the yard area around the Owner's Dwelling Unit.
5. Owners of a Dwelling Unit are responsible for all pets of their Occupants and guests, along with responsibility for all damage the pets cause, including but not limited to damage or injury to persons and property resulting from the presence and actions of the pet on the Property.
6. Any disturbance by a pet, such as noise, odor or threatening activity is prohibited. The Board may take any and all actions necessary to remove an offending pet from the Property. The Board has final authority in decisions concerning pet violations under these regulations.
7. Homeowners are advised to call the City of Plymouth to report any violations at 911 or 952-258-5321.

C. Use of Invisible Fencing is subject to prior written approval under the Architectural Control process.

1. The Association reserves the right to prohibit or terminate use of an Invisible Fence by any homeowner if the Owner's/Occupant's dog is not contained properly and/or if the dog becomes a nuisance to a neighbor.
2. The installation, maintenance and repair of an Invisible Fence must be completed by a licensed and bonded company and is the cost and responsibility of the individual Lot Owner.
3. Training flags must be removed from the lot after three (3) weeks. Any subsequent use of training flags will require written approval from the Board.
4. The Association is not responsible for any damage to Invisible Fencing, including damage by lawn care contractors or other contractors.

## **Motor Vehicles, Parking and Garage**

- A. Garages are to be used for the purpose of parking the Owner's/Occupant's vehicles. An Owner's/Occupant's vehicle shall not be kept elsewhere on the Property. With the exception of guests for a limited, short term time period.
- B. Commercial vehicles and recreational vehicles such as boats, trailers, bicycles, motorcycles, all-terrain vehicles and snowmobiles must be kept in the garage or stored elsewhere (off *Kingswood* Farm Property).
- C. Snowmobiles and all-terrain vehicles may not be operated within the Property.
- D. All vehicles must be operable and must have current license plate tags. Vehicles shall not be left standing anywhere on the Property in a non-operative condition. Vehicle repairs will not be permitted on the Property, except as may be permitted in advance and in writing by the Board.
- E. The Board maintains the authority to remove unauthorized vehicles, recreational equipment, or other objects from the Property, by towing, at the expense of the owner of the vehicle or equipment. All costs incurred by the Association for removal, including all costs associated with the towing/removal, shall be the responsibility of the vehicle owner.
- F. Garage doors may not be used as a backdrop for play or sports activities such as hitting, bouncing or kicking balls. Play equipment or other recreational items including lawn chairs, shall be stored out of sight each day after use.
- G. The storage of flammable fluid is not allowed in the garage except in approved containers. Explosive substances of any kind, as well as hazardous materials, are not allowed on the Property at any time.

## **Architectural Controls**

- A. As required by our Declaration, the Board shall appoint an Architectural Control Committee (ACC) to establish guidelines, procedures and requirements for the construction or alteration of any and all improvements to be erected on any Lot. At the Board's discretion, the Board may act as the ACC. (Declaration Article 6.1.A )

B. No exterior additions, removal or alterations shall be commenced on any Lot or building on the Property *without the prior written approval of the ACC*. This applies to changes in color or appearance, or changes to landscaping schemes, existing fences, roofs, carriage lights, walls, walkways, patios and decks. Owners must submit plans in reasonable detail specifying shape, height, materials, colors and location of changes to the Director of the ACC.

C. Approval Process

1. The Board shall give the Owner written notice of approval or disapproval within 60 days of the date on which plans and related information have been submitted to the Board. The Board's failure to provide approval or disapproval within such time period (or at all) shall not be deemed to be approval by the Board of a request for alteration. ***IF NO WRITTEN REQUEST FOR APPROVAL IS SUBMITTED, APPROVAL SHALL BE DEEMED TO BE DENIED.***  
(Declaration Article 6.c. i-ii)
2. Board approval shall be valid for 180 days. If the project is not begun within this time frame, Owner must submit a new request for approval to the Board.
3. All fees and costs incurred by the Association in conjunction with any such request for approval, including attorney's fees and costs, or fees and costs of other professionals, shall be borne by the requesting party. Any fee or cost which the requesting party fails to pay shall be assessed to the subject Lot and Owners of such Lot.
4. The Association may not prohibit such improvements or alterations to a Dwelling Unit or Lot necessary for the full enjoyment of the Lot by any person residing in the Lot who has a handicap or disability as provided in the Fair Housing Amendments Act, United States Code Title 42, Section 3601, and under the Minnesota Human Rights Act, Chapter 363 or any amendments to those acts. The Association may, however, reasonably regulate the type, style and quality of the improvements or alternations as they relate to health, safety and architectural standards.
5. The Owner, and not the Association, is responsible for determining whether any alteration is constructed in a good and workmanlike manner or if it is in violation of any restrictions imposed by any government authority having jurisdiction over the property.

## Maintenance

A. The Board shall develop policies and procedures for the regular inspection, repair and maintenance of the exteriors of the Dwelling Units. As stated in the Declaration, *the Association shall be responsible for the following maintenance and repair of exterior surfaces of the Dwelling Units AS ORIGINALLY CONSTRUCTED:*

1. Chimney cap repair and replacement – the Association will provide \$500 towards the cost of this work. Any amount greater than the \$500 shall be borne by the homeowner;
2. Exterior boards to include fascia, soffit and drip board, lintel posts, siding and gable ends;
3. Exterior brick to include replacement of individual bricks and tuck pointing;
4. Painting of house including shutters every five ( 5 ) years excluding garage doors;
5. Garage door wraps, frames and exterior;
6. Entry doors to include frame, sill and exterior surface excluding painting;
7. Exterior window sills;

B. *The Association shall be responsible for the following repair and maintenance of individual Lots:*

1. Repair to entry walk as *originally installed*;
2. Seal coating of driveway occurs every three ( 3 ) years;
3. Repair and replacement of mailbox to include mailbox, post and concrete base and newspaper tube;
4. Plowing of snow in driveway and shoveling sidewalk to front door;
5. Mowing and fertilizing of lawn areas;

*C. Each Owner shall be responsible for the upkeep and maintenance of his Dwelling Unit, patio and all other areas, features and parts of his lot to the extent not maintained by the Association. This shall include, but is not limited to, the following:*

1. Interior of the Dwelling Unit;
2. Additions to the exterior of the Dwelling Unit **from original construction**;
3. Roof;
4. Chimney and chimney caps – the Association will provide \$ 500 towards the repair and replacement of the chimney cap as originally constructed. All other costs for repair of the chimney or chimney cap will be the expense of the homeowner;
5. Exterior bricks when replacement includes an entire wall;
6. Windows to include caulking, repair or replacement of all parts including frames, sashes, hardware, glass and screens;
7. Exterior doors, to include caulking, hardware, weather stripping, interior surfaces – front entrance door style and color must have pre-approval of the ACC and homeowner is responsible for painting of the door;
8. Patio doors;
9. Shutters to include repair and replacement excluding painting;
10. Garage doors to include doors, panels, hardware, operators and springs and painting;
11. Downspouts and rain gutters;
12. Address numbers and door bells;
13. Sill cocks;
14. Air conditioner units and generators, including pads;

- 15. Irrigation;
- 16. Driveway repair and replacement excluding seal coating;
- 17. Private fences;
- 18. Patios and decks;
- 19. Landscaping;
- 20. Exterior lights and fixtures – **carriage lights must have prior ACC approval.**

- D. **Access** - For the purpose of performing the repairs and maintenance authorized by the Declaration Article 7, the Association, through its duly authorized agents and employees, shall have an easement for access to Owners' Lots and the exterior of Dwelling Units.
- E. **Willful or Negligent Acts** - In the judgment of the Association, the need for maintenance or repair of any part of the Common Area or a Dwelling Unit or Lot due to the willful or negligent act of an Owner or Occupant, or their guests, the Association may cause such damage or condition to be corrected and the cost thereof may be charged and assessed against the Lot of the Owner responsible for the damage. (Declaration, Article 7, Sections 7.7 and 7.8 )
- F. **Failure to Maintain** - For Dwelling Unit or Lot maintenance issues, the Board shall provide Owners with written notice of the repairs or maintenance needed and a reasonable time for the Owner to complete the repairs or maintenance. If, such repairs or maintenance are not completed by the deadline stated in the notice to Owner, the Association may do the work and assess the costs to the Owner.
- G. **Home inspections** – occur in the Fall of each year and each property is inspected bi-annually. The homeowner will be notified in advance of the inspection and will be provided with an INSPECTION DOCUMENT in the Spring following the inspection.



## **Restrictions on Use of Property**

- A. No more than one Dwelling Unit shall be erected on each Lot.
- B. No Dwelling Unit shall be used other than as a single family residence providing living quarters for one family, nor shall any trade or business of any kind be carried on within a Dwelling Unit or upon a Lot, except as permitted under Sections 8.1(a) and (b) of the Declaration.
- C. No industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on any part of the Common Area.
- D. There shall be no obstruction of the Common Area, nor shall anything be stored or kept on the Common Area without prior consent of the Association. Nothing shall be attached, constructed in or removed from the Common Area except upon written consent of the Association; any such consent may be conditioned upon the Owner's agreement to maintain such item at the Owner's sole expense. (Declaration, Article 8,3)
- E. Nothing shall be done or kept on any Lot or in the Common Area which would increase the rate of insurance on the Property without the prior written consent of the Association. Any Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from damage or waste caused by him or his invitees, to the Common Area or exterior of the Property or Dwelling Units.
- F. No clothes, sheets, blankets, towels, or laundry of any kind or other articles shall be hung out on any portion of the Common Area or on a Lot so as to be visible from outside the Lot. A flag may be displayed so long as it is secured vertically in a bracket attached to the garage door trim and pointed towards the street.
- G. No structure of a temporary character, trailer, tent, or shack shall be maintained on a Lot nor shall any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters.
- H. Outside storage of any items, sporting equipment, toys, yard and garden tools and equipment shall be allowed if screened from view by enclosures or landscaping. The screening of these items must be approved by the Architectural Control Committee.
- I. The storage and collection of rubbish of any character whatsoever is strictly prohibited. Usual household trash and garbage containers shall not be kept outside on a permanent basis.

- J. No noxious, destructive, or offensive activity which disturbs the peace, comfort or serenity of the Owners or Occupants shall be allowed on any Lots or in the Common Area.
- K. Holiday decorations may be displayed for a reasonable period without Board approval. Holiday lighting and decorations must not be lit or displayed prior to the Friday after Thanksgiving or after January 31<sup>st</sup>. These lights must be removed from the home, trees, and shrubs no later than April 15<sup>th</sup>.
- L. No signs of any kind shall be displayed for public view on any Lot unless authorized by the Board. Exceptions: One *“For Sale”* sign may be displayed on a Lot from the date the home is listed for sale until the date the sale of the home closes. A **“FOR SALE”** sign that would require (i) notification of Gopher One for utility markings, (ii) installation by means of digging a post hole, or (iii) one supported by a wooden post is *not permitted*. A **“FOR SALE”** sign may have a metal frame and metal post(s). Home security signage is also acceptable.
- M. A *Kingswood* Farm community garage sale is sanctioned once a year in the Spring. No other yard or garage sales are permitted. Estate sales are permitted provided they are conducted by a licensed estate sale company and given prior approval by the Board.
- N. One “small dish” satellite antenna no larger than one meter in diameter or one antenna for the purpose of receiving direct broadcast/satellite service or television broadcast signals may be installed on a Lot as permitted by federal law. However, the Architectural Control Committee may require that the antenna be installed so as to minimize visibility from the front of the Lot.
- O. Solar panels may be installed on the roof of a dwelling provided the placement of the panels has been pre-approved by the Architectural Control Committee.
- P. Exceptions – would include home renovations that may require a dumpster and/or a storage POD to be stationed in the driveway. Said storage containers, and the duration of their use, must be approved by the Architectural Control Committee **in advance** of their placement

## Lakeshore/Pool Activities

*A. Access* - All *Kingswood* Owners/Occupants shall have access to the lakeshore, Outlot A, pool, and community dock via the paved walking path next to 220 Holly Lane. Two other entrances to the Outlot A common area are the Peterson Path and the grassy area between 50 and 55 Holly Lane. No one is permitted to cut through private yards to access the waterfront, pool, or community dock.

### *B. Pool Rules* -

1. The pool is for the use of *Kingswood* Owners, Occupants and their guests. Pool hours are 8 a.m. to 8 p.m. during the summer. No lifeguard is on duty.
2. A responsible Owner/Occupant *must accompany their guests at all times*, whether family members not residing in *Kingswood* or other non-residents.
3. No one under 14 years of age is allowed to use the pool without an adult Owner/Occupant accompanying them.
4. The pool gate should be locked at all times. Each Lot has a pool key. The Board President controls the issuance of pool keys. There is a \$ 5.00 fee assessed for a replacement key.
5. No person with a communicable disease while in an infectious state, suffering from a cough, cold or sores, considerable area of exposed sub-epidermal tissue, open blisters or cut may use the pool until such wounds heal or the person is no longer in an infectious state, as the case may be.
6. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.
7. No diving into the pool is permitted.
8. No running or rough-housing is permitted in the pool enclosure.
9. No Frisbees, hard rubber or tennis balls may be used in the pool. Soft sponge or nerf balls are acceptable.

10. Air mattresses and floats are restricted and should be removed when there are 10 or more people in the water.
11. Food items should be restricted to snack items, on the pool deck only, and on unbreakable plates and in unbreakable beverage containers. ***Glassware is not allowed in the pool enclosure.***
12. With the exception of animals permitted under the Fair Housing Act, animals are not permitted in the pool enclosure or bathrooms.
13. Please wear appropriate pool attire. Cutoffs are not allowed in the water as they damage the filter system.
14. A Kingswood aerobics group meets Monday thru Friday from 4 to 5 p.m. Others using the pool shall not hinder or otherwise interfere with the aerobics participants.
15. Pool capacity is limited to 50 persons.

### ***C. Community Dock -***

1. The *Kingswood* community dock is designed for quiet enjoyment of Gleason Lake by *Kingswood* Farm Homeowners Association Owners/Occupants. The surrounding area is to be left natural and protected from abuse.
2. The dock may be used from sunrise to sunset.
3. Occupancy on the dock is limited to 10 people.
4. Owners/Occupants must be present on the dock with their guests.
5. There shall be no jumping or diving from the community dock.
6. Swimming or wading around the community dock is not permitted.
7. Fishing from the dock is permitted, but casting from the dock is not allowed.
8. Canoes, kayaks, and paddleboards may be launched from the dock, but cannot be tethered to the dock or left on the dock.

9. No breakable material such as glass may be used on the dock.
10. All items brought to the dock must be removed from the dock at the end of the visit.

## **CANOE/KAYAK RACK RULES**

1. A canoe/kayak rack with six spaces is provided for the benefit of the owners/occupants in *Kingswood*.
2. Only one storage slot shall be allocated to a given household. An additional slot may be allowed if space permits.
3. Approved watercraft may be put on the rack no earlier than April 15th and must be removed no later than November 1<sup>st</sup>.
4. No items other than an approved watercraft may be stored on the rack.
5. No watercraft or any other item may be left unattended along the lakeshore or dock.
6. All items stored on the rack are at the risk of the owner.
7. Any damaged item stored on the rack shall be repaired within 30 days of notice from the *Kingswood* Board or it may be removed from the rack by the Association at the owner's expense.
8. Any owner/occupant who wishes to use the canoe/kayak rack must have a *Kingswood* Canoe/Kayak contract on file with the Association by April 1st . The contract is available on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com).
9. If more owner/occupants request space on the rack than is available, all interested parties' names will be entered into a lottery. Six names will be drawn and a position on the rack assigned.
10. At the time of rack assignment, the eligible member must have a small vessel to store.



*Kingswood* Farm  
Homeowners Association

Resident Handbook  
of  
Rules and Regulations

**Approved by the Board of Directors  
at a duly called Board Meeting on April 11, 2024**

Resident Handbook  
Index of  
Rules and Regulations

Welcome.....	3
Introduction.....	3
Management.....	4
Maintenance.....	4
Association Assessments.....	4
Changes to Yards and Exteriors.....	5
Trash Removal, Recycling.....	5
Lawn Care, Snow Removal.....	5-6
Definitions.....	7-8
General Regulations.....	8
Membership Procedures.....	9
Leasing.....	9-10
Pets.....	10-11
Motor Vehicles, Parking, Garages.....	12
Architectural Controls.....	12-13
Maintenance–Association.....	14
Maintenance–Owners.....	15-16
Restrictions on Use of Property.....	17-18
Lakeshore Access.....	18
Pool Rules.....	18-20
Community Dock Rules.....	20
Canoe/Kayak Rack Rules.....	21



## **Welcome**

Welcome to the *Kingswood* Farm Homeowners Association. As an owner of a townhome in *Kingswood* you are a member of the Association. The Association has prepared this handbook for your use to understand important aspects of the Association's operation.

Townhome living is a unique style of home ownership, blending the benefits of single-family ownership with certain differences that are necessary to maintain the continued attractiveness and uniform appearance of the townhome community. This handbook is written to inform you of the specific rules and regulations which govern the Association and the procedures that must be followed when any exterior change, modification or alteration to your home or property is considered. Each homeowner's thoughtfulness, cooperation and participation are essential to making our community an enjoyable place to live.

## **Introduction**

*Kingswood* Farm townhomes were built by the Centurion Company. The first residents moved in late Fall 1979. Construction on the 112 homes was completed in the Spring of 1984.

*Kingswood* Farm Homeowners Association is a non-profit corporation established under Minnesota law to provide for maintenance, preservation, architectural control, operation, and management of *Kingswood* Farm, for health, safety, and welfare of the Owners, and for the preservation of the value and aesthetic character of the residential Lots and Common Areas. Membership in the Association is automatic with the purchase of a townhome.

The operations of the Association are handled by a Board of Directors of five (5) homeowners elected from the general membership at their Annual Meeting held in October each year. The Board of Directors is obligated to run the Association according to the registered documents: the Amended and Restated Declaration of Covenants, Conditions and Restrictions (CCR's), the Amended and Restated Bylaws (Bylaws), and the Restated Articles of Incorporation. These documents are sometimes collectively referred to as the "Governing Documents." Under the Bylaws, the Board of Directors is given the power to develop rules and regulations for the Association and is given the power to enforce the Governing Documents rules and regulations.

## **Management**

*Kingswood* Farm Homeowners Association is self-managed. The Board of Directors, through Association documents, has the authority to secure bids from contractors, enter into contracts for Association-sanctioned work, and employ and oversee contractors doing work pursuant to such contracts.

## **Maintenance**

The Association's maintenance responsibilities are stated in the Association's Declaration and/or Rules and Regulations. Generally speaking, inside home repairs and maintenance are the responsibility of the homeowner as are the roof, driveway and lot landscaping. A detailed listing of Association/Homeowner maintenance responsibilities is included in this handbook, pages 14-16.

## **Association Assessments**

Each home pays a monthly assessment agreed upon by the Board of Directors. This amount is based on each year's budget established by the Board and is provided to homeowners in the packet mailed to each homeowner in advance of the Annual Meeting. The monthly assessment cannot be raised from one year to the next by more than 5% per annum without the consent of 67% of the membership. The mailing address for dues payment is: KWFHOA, 226 Holly Lane North, Plymouth, MN 55447.

Each home is assessed 1/112<sup>th</sup> of the annual amount needed for the Association to operate. The monthly assessment covers the Annual Operating Expenses and provides for adequate reserves for the future repair and/or replacement of capital items. A copy of the budget is mailed to each homeowner in advance of the Annual Meeting.

The monthly assessment fee includes expenses related to insurance coverage for the common areas and community property, administrative expenses, trash removal, lawn care, driveway snow removal, common area maintenance and exterior home maintenance as authorized in the governing documents. **It is your responsibility to insure your home inside and out.**

## **Changes to Private Yard Area and Building Exteriors**

Any changes, additions, or deletions to the exterior of your townhome or to your yard areas must be approved by the Board of Directors *before* beginning the project. The guidelines and procedures that must be followed in seeking approval for changes, additions or deletions are included on pages 12-13 of this handbook.

## **Trash Removal and Recycling**

The trash pick-up and recycling day is Friday – each Friday for trash, every other Friday for recycling. Containers may be placed at the curb the night before pick-up as the recycling truck arrives very early in the morning. Your trash and recycling containers must be returned to your garage by 9:00 pm of the allotted pick-up day. Containers must always be stored in your garage. The Association contracts for and pays for the trash removal. The City of Plymouth provides the recycling service. Questions on recycling should be directed to 763-972-3335. The 2024 recycling calendar is posted on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com)

Yard clean up and waste is the owner's/occupant's responsibility and debris may be taken to the City of Plymouth Yard Waste Site at 14900 23<sup>rd</sup> Avenue North. For information on the yard waste site hours of operation call 763-509-5513 or visit [plymouthmn.gov/yardwaste](http://plymouthmn.gov/yardwaste). The schedule is also posted on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com)

## **Lawn Care and Snow Removal**

The Association contracts with one contractor to take care of our lawns and common areas and to remove snow. The lawns and common areas are mowed on a weekly basis, when needed. The weekly lawn mowing occurs on Monday, weather permitting. This contractor also handles Spring and Fall cleanup. In addition, the Association contracts for lawn fertilizing and weed control each growing season. Signage will be posted on 1<sup>st</sup> Avenue in advance of any lawn fertilizing/weed control service.

Owners/Occupants are asked to pick up twigs and other debris in their yard before the lawn crew arrives each week. This helps the crew stay on schedule. Remember, it is your responsibility to take your yard waste to the City of Plymouth Yard Waste Site at 14900 23<sup>rd</sup> Avenue North.

In November, you should place stakes on either side of your driveway. These stakes are guides for the plowing crew so they do not damage your lawn. The City of Plymouth contracts snow removal on our streets. The Association contracts snow removal on the driveways and front entry walks. If there is damage to your lawn by the plowing crew, please promptly report that damage to the Board.

*Homeowners are responsible for salting icy access areas on their property and by their mailboxes.*

## **Email**

The Association President sends out regular emails to all owner/occupants. These emails provide homeowners with information concerning meeting dates, events and other important information. Homeowners are strongly encouraged to visit the Association web site [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com) for current and relevant information.

The web site is updated regularly.

## Rules and Regulations

It is the responsibility of all homeowners to review and familiarize themselves, their families, guests and tenants with the Rules and Regulations of the Association. Authority for the establishment of rules and regulations is given to the Board of Directors under the Bylaws.

The rules and regulations are intended to promote quiet enjoyment, protect real estate values, and promote the health and safety of the homeowners and residents.

Enforcement of the Rules and Regulations will be accomplished by the Board of Directors (Board) within the bounds of, and with the authority given to, the Association by the Governing Documents, as any of the same may be amended from time to time.

### **Definitions**

**ASSOCIATION** shall mean *Kingswood Farm Homeowners Association, Inc.*, a non-profit corporation.

**COMMON AREA** shall mean that portion of the Property other than the Lots, as more fully legally described on Exhibit A of the Declaration.

**DWELLING UNIT** shall mean a residential housing unit designed or intended for use as living quarters for one family. Each Dwelling Unit contains an attached garage. For the purpose of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual unit.

**LOT** shall mean any Lot, with the exception of the Common Area, within the Property as shown upon any recorded subdivision plat or map of *Kingswood Farm*, Hennepin County, MN.

**MEMBER** shall refer to each Owner by virtue of Lot ownership. Multiple ownership of a Lot shall not increase the voting rights allotted to such Lot nor authorize the division of the voting rights. All Owners shall be entitled to one vote for each Lot in which they have the right of possession.

**OCCUPANT** shall refer to any person or persons, including the Owner in possession of, or residing in a Dwelling Unit.

**OWNER** shall mean a person who owns a Dwelling Unit, but excluding contract for deed vendors (sellers), mortgages, and other secured parties. The term "Owner" includes, without limitation, contract for deed vendees, purchasers, and holders of life estates.

**PROPERTY** - *Kingswood Farm* consists of 112 LOTS and the COMMON AREAS. All LOTS are restricted exclusively to residential use.

## **General Regulations**

1. Each Owner and Occupant shall comply with the Governing Documents and Rules and Regulations of the Association and is responsible to ensure their guests and residents also comply.
2. Owners are personally responsible and liable for any damage to Common Areas caused by any Owner/Occupant or his/her guests.
3. Occupants and Owners are to leave the Common Area and Common Area facilities used in an orderly condition. Personal property shall not be left unattended in any part of the Common Area. The Association is not responsible for personal property used on or left unattended in the Common Area. Such personal property is *not* covered under the Association's master insurance policy.
4. Use of the Dwelling Units shall be limited to typical residential uses. Dwelling Units shall not be used for any significant business activities other than incidental business operations of an Occupant. No activity which involves a recurring stream of visitors, such as sales activity or consultation with clients, is permitted. *Home-based day care businesses are prohibited.*
5. Agents of the Association, and any contractor or worker authorized by the Association or its agents, may have the right of entry, with proper notice, or in the case of emergency, without notice, to Dwelling Units and garages for the purpose of correcting any condition which presents a danger of serious loss or damage to the property, or injury or death to any person per Section 12.2.g of the Declaration.
6. No Owner, Occupant or guest shall make any noise on the Property which constitutes a nuisance or interferes with the rights of quiet enjoyment of any other Owners and Occupants.

## **Membership and Rental**

### A. Membership Procedures

1. Every Owner shall inform the Board of Directors of an Owner's intent to sell their Dwelling Unit at the time the Dwelling Unit is offered for sale.
2. Upon the Board's receipt of an Owner's notice of intent to sell, the Board of the Association will provide the Owner with the documents, the disclosure information required by state law, a statement of unpaid Association fees or assessments and other relevant information, all as required by Minnesota State statutes. The requesting Owner will be assessed a reasonable charge for the Association's providing such documents. The fee is currently \$100.00 – a check should be issued made payable to: KWFHOA and delivered to the President at their home.

### B. Leasing

1. A Dwelling Unit may be leased for a term of at least one year.
2. An Owner shall not lease less than the entire Dwelling Unit. No garage may be separately leased.
3. No subleases are allowed.
4. All leases must be in writing.
5. An Owner shall provide the Association Board with a copy of the City of Plymouth Rental Dwelling License.
6. An Owner shall give the Association's Board advance written notice of any Dwelling Unit lease and shall provide a copy of the proposed lease or occupancy agreement to the Association upon request.
7. The Owner of a Dwelling Unit must register with the Association Board, the Owner's current address, email address and phone number and advise the Association of changes to the addresses as long as the Dwelling Unit is leased.
8. The leasing Owner must provide the Association Board with the name, phone number and email address of the Owner's proposed tenant.

9. All leases and occupancy agreements are subject to the Governing Documents and the Rules and Regulations, and any failure by an Occupant to comply with the terms of such documents shall be in default under their lease or occupancy agreement.
10. It is a leasing Owner's responsibility to handle all maintenance and repairs of the Dwelling Unit that are not the responsibility of the Association. It is the leasing Owner's responsibility to make sure the Owner's tenant understands that all matters regarding the maintenance and repair of the Dwelling Unit are to be handled through the Owner and not through the Association. The Association reserves the right to assess a charge to an off-site Owner if that Owner's tenant contacts the Association rather than the Owner (emergencies excepted).
11. No sign of any kind shall be placed on the Property advertising the Owner's Dwelling Unit for lease.
12. If the occupancy restrictions of the Declaration impose a hardship on an Owner, the Owner may make a written request to the Board for a waiver of such restrictions. See Section 8.14 of the Declaration.

## Pets

- A. No more than two (2) domestic pets of mature size not exceeding eighteen (18) inches in height at the withers may be kept on a Lot. The foregoing restrictions may be waived by the Board on a case-by-case basis upon written request to the Board. Such waiver may be revoked in the Board's reasonable discretion if, for example, the animal becomes a health or safety risk or the resident repeatedly fails to abide by the rules and regulations regarding pets.
- B. Owners/Occupants are subject to the following:
  1. No animal may be bred or kept or maintained for commercial purposes.
  2. All pets are to be housed and maintained within the Owner's/Occupant's Dwelling Unit, except when under direct control of their Owner or other persons capable of controlling the pet. Other quarters, such as dog runs, kennels or dog houses outside the Dwelling Unit are not permitted.



3. Dogs must be on a leash and in complete control by their owners at all times when outside the Dwelling Unit and in the Common Area. Pet owners are subject to the laws of the City of Plymouth. If you have an issue with a dog to report, please call the City of Plymouth and they will take any necessary action.
  4. Dog droppings are to be removed immediately from the Common Area and Lots by the dog's owner. This includes the yard area around the Owner's Dwelling Unit.
  5. Owners of a Dwelling Unit are responsible for all pets of their Occupants and guests, along with responsibility for all damage the pets cause, including but not limited to damage or injury to persons and property resulting from the presence and actions of the pet on the Property.
  6. Any disturbance by a pet, such as noise, odor or threatening activity is prohibited. The Board may take any and all actions necessary to remove an offending pet from the Property. The Board has final authority in decisions concerning pet violations under these regulations.
  7. Homeowners are advised to call the City of Plymouth to report any violations at 911 or 952-258-5321.
- C. Use of Invisible Fencing is subject to prior written approval under the Architectural Control process.
1. The Association reserves the right to prohibit or terminate use of an Invisible Fence by any homeowner if the Owner's/Occupant's dog is not contained properly and/or if the dog becomes a nuisance to a neighbor.
  2. The installation, maintenance and repair of an Invisible Fence must be completed by a licensed and bonded company and is the cost and responsibility of the individual Lot Owner.
  3. Training flags must be removed from the lot after three (3) weeks. Any subsequent use of training flags will require written approval from the Board.
  4. The Association is not responsible for any damage to Invisible Fencing, including damage by lawn care contractors or other contractors.

## **Motor Vehicles, Parking and Garage**

- A. Garages are to be used for the purpose of parking the Owner's/Occupant's vehicles. An Owner's/Occupant's vehicle shall not be kept elsewhere on the Property. With the exception of guests for a limited, short term time period.
- B. Commercial vehicles and recreational vehicles such as boats, trailers, bicycles, motorcycles, all-terrain vehicles and snowmobiles must be kept in the garage or stored elsewhere (off *Kingswood* Farm Property).
- C. Snowmobiles and all-terrain vehicles may not be operated within the Property.
- D. All vehicles must be operable and must have current license plate tags. Vehicles shall not be left standing anywhere on the Property in a non-operative condition. Vehicle repairs will not be permitted on the Property, except as may be permitted in advance and in writing by the Board.
- E. The Board maintains the authority to remove unauthorized vehicles, recreational equipment, or other objects from the Property, by towing, at the expense of the owner of the vehicle or equipment. All costs incurred by the Association for removal, including all costs associated with the towing/removal, shall be the responsibility of the vehicle owner.
- F. Garage doors may not be used as a backdrop for play or sports activities such as hitting, bouncing or kicking balls. Play equipment or other recreational items including lawn chairs, shall be stored out of sight each day after use.
- G. The storage of flammable fluid is not allowed in the garage except in approved containers. Explosive substances of any kind, as well as hazardous materials, are not allowed on the Property at any time.

## **Architectural Controls**

- A. As required by our Declaration, the Board shall appoint an Architectural Control Committee (ACC) to establish guidelines, procedures and requirements for the construction or alteration of any and all improvements to be erected on any Lot. At the Board's discretion, the Board may act as the ACC. (Declaration Article 6.1.A )

B. No exterior additions, removal or alterations shall be commenced on any Lot or building on the Property *without the prior written approval of the ACC*. This applies to changes in color or appearance, or changes to landscaping schemes, existing fences, roofs, carriage lights, walls, walkways, patios and decks. Owners must submit plans in reasonable detail specifying shape, height, materials, colors and location of changes to the Director of the ACC.

C. Approval Process

1. The Board shall give the Owner written notice of approval or disapproval within 60 days of the date on which plans and related information have been submitted to the Board. The Board's failure to provide approval or disapproval within such time period (or at all) shall not be deemed to be approval by the Board of a request for alteration. ***IF NO WRITTEN REQUEST FOR APPROVAL IS SUBMITTED, APPROVAL SHALL BE DEEMED TO BE DENIED.***  
(Declaration Article 6.c. i-ii)
2. Board approval shall be valid for 180 days. If the project is not begun within this time frame, Owner must submit a new request for approval to the Board.
3. All fees and costs incurred by the Association in conjunction with any such request for approval, including attorney's fees and costs, or fees and costs of other professionals, shall be borne by the requesting party. Any fee or cost which the requesting party fails to pay shall be assessed to the subject Lot and Owners of such Lot.
4. The Association may not prohibit such improvements or alterations to a Dwelling Unit or Lot necessary for the full enjoyment of the Lot by any person residing in the Lot who has a handicap or disability as provided in the Fair Housing Amendments Act, United States Code Title 42, Section 3601, and under the Minnesota Human Rights Act, Chapter 363 or any amendments to those acts. The Association may, however, reasonably regulate the type, style and quality of the improvements or alternations as they relate to health, safety and architectural standards.
5. The Owner, and not the Association, is responsible for determining whether any alteration is constructed in a good and workmanlike manner or if it is in violation of any restrictions imposed by any government authority having jurisdiction over the property.

## Maintenance

A. The Board shall develop policies and procedures for the regular inspection, repair and maintenance of the exteriors of the Dwelling Units. As stated in the Declaration, *the Association shall be responsible for the following maintenance and repair of exterior surfaces of the Dwelling Units AS ORIGINALLY CONSTRUCTED:*

1. Chimney cap repair and replacement – the Association will provide \$500 towards the cost of this work. Any amount greater than the \$500 shall be borne by the homeowner;
2. Exterior boards to include fascia, soffit and drip board, lintel posts, siding and gable ends;
3. Exterior brick to include replacement of individual bricks and tuck pointing;
4. Painting of house including shutters every five ( 5 ) years excluding garage doors;
5. Garage door wraps, frames and exterior;
6. Entry doors to include frame, sill and exterior surface excluding painting;
7. Exterior window sills;

B. *The Association shall be responsible for the following repair and maintenance of individual Lots:*

1. Repair to entry walk as *originally installed*;
2. Seal coating of driveway occurs every three ( 3 ) years;
3. Repair and replacement of mailbox to include mailbox, post and concrete base and newspaper tube;
4. Plowing of snow in driveway and shoveling sidewalk to front door;
5. Mowing and fertilizing of lawn areas;

***C. Each Owner shall be responsible for the upkeep and maintenance of his Dwelling Unit, patio and all other areas, features and parts of his lot to the extent not maintained by the Association. This shall include, but is not limited to, the following:***

1. Interior of the Dwelling Unit;
2. Additions to the exterior of the Dwelling Unit *from original construction*;
3. Roof;
4. Chimney and chimney caps – the Association will provide \$ 500 towards the repair and replacement of the chimney cap as originally constructed. All other costs for repair of the chimney or chimney cap will be the expense of the homeowner;
5. Exterior bricks when replacement includes an entire wall;
6. Windows to include caulking, repair or replacement of all parts including frames, sashes, hardware, glass and screens;
7. Exteriors doors, to include caulking, hardware, weather stripping, interior surfaces – front entrance door style and color must have pre-approval of the ACC and homeowner is responsible for painting of the door;
8. Patio doors;
9. Shutters to include repair and replacement excluding painting;
10. Garage doors to include doors, panels, hardware, operators and springs and painting;
11. Downspouts and rain gutters;
12. Address numbers and door bells;
13. Sill cocks;
14. Air conditioner units and generators, including pads;

- 15. Irrigation;
- 16. Driveway repair and replacement excluding seal coating;
- 17. Private fences;
- 18. Patios and decks;
- 19. Landscaping;
- 20. Exterior lights and fixtures – *carriage lights must have prior ACC approval.*

- D. **Access** - For the purpose of performing the repairs and maintenance authorized by the Declaration Article 7, the Association, through its duly authorized agents and employees, shall have an easement for access to Owners' Lots and the exterior of Dwelling Units.
- E. **Willful or Negligent Acts** - In the judgment of the Association, the need for maintenance or repair of any part of the Common Area or a Dwelling Unit or Lot due to the willful or negligent act of an Owner or Occupant, or their guests, the Association may cause such damage or condition to be corrected and the cost thereof may be charged and assessed against the Lot of the Owner responsible for the damage. (Declaration, Article 7, Sections 7.7 and 7.8 )
- F. **Failure to Maintain** - For Dwelling Unit or Lot maintenance issues, the Board shall provide Owners with written notice of the repairs or maintenance needed and a reasonable time for the Owner to complete the repairs or maintenance. If, such repairs or maintenance are not completed by the deadline stated in the notice to Owner, the Association may do the work and assess the costs to the Owner.
- G. **Home inspections** – occur in the Fall of each year and each property is inspected bi-annually. The homeowner will be notified in advance of the inspection and will be provided with an INSPECTION DOCUMENT in the Spring following the inspection.

## **Restrictions on Use of Property**

- A. No more than one Dwelling Unit shall be erected on each Lot.
- B. No Dwelling Unit shall be used other than as a single family residence providing living quarters for one family, nor shall any trade or business of any kind be carried on within a Dwelling Unit or upon a Lot, except as permitted under Sections 8.1(a) and (b) of the Declaration.
- C. No industry, business, trade, occupation, or profession of any kind shall be conducted, maintained, or permitted on any part of the Common Area.
- D. There shall be no obstruction of the Common Area, nor shall anything be stored or kept on the Common Area without prior consent of the Association. Nothing shall be attached, constructed in or removed from the Common Area except upon written consent of the Association; any such consent may be conditioned upon the Owner's agreement to maintain such item at the Owner's sole expense. (Declaration, Article 8,3)
- E. Nothing shall be done or kept on any Lot or in the Common Area which would increase the rate of insurance on the Property without the prior written consent of the Association. Any Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from damage or waste caused by him or his invitees, to the Common Area or exterior of the Property or Dwelling Units.
- F. No clothes, sheets, blankets, towels, or laundry of any kind or other articles shall be hung out on any portion of the Common Area or on a Lot so as to be visible from outside the Lot. A flag may be displayed so long as it is secured vertically in a bracket attached to the garage door trim and pointed towards the street.
- G. No structure of a temporary character, trailer, tent, or shack shall be maintained on a Lot nor shall any garage or other building, except a permanent residence, be used on any Lot at any time as a residence or sleeping quarters.
- H. Outside storage of any items, sporting equipment, toys, yard and garden tools and equipment shall be allowed if screened from view by enclosures or landscaping. The screening of these items must be approved by the Architectural Control Committee.

- I. The storage and collection of rubbish of any character whatsoever is strictly prohibited. Usual household trash and garbage containers shall not be kept outside on a permanent basis.
- J. No noxious, destructive, or offensive activity which disturbs the peace, comfort or serenity of the Owners or Occupants shall be allowed on any Lots or in the Common Area.
- K. Holiday decorations may be displayed for a reasonable period without Board approval. Holiday lighting and decorations must not be lit or displayed prior to the Friday after Thanksgiving or after January 31<sup>st</sup>. These lights must be removed from the home, trees, and shrubs no later than April 15<sup>th</sup>.
- L. No signs of any kind shall be displayed for public view on any Lot unless authorized by the Board. Exceptions: One "*For Sale*" sign may be displayed on a Lot from the date the home is listed for sale until the date the sale of the home closes. A "**FOR SALE**" sign that would require (i) notification of Gopher One for utility markings, (ii) installation by means of digging a post hole, or (iii) one supported by a wooden post is *not permitted*. A "**FOR SALE**" sign may have a metal frame and metal post(s). Home security signage is also acceptable.
- M. A *Kingswood* Farm community garage sale is sanctioned once a year in the Spring. No other yard or garage sales are permitted. Estate sales are permitted provided they are conducted by a licensed estate sale company and given prior approval by the Board.
- N. One "small dish" satellite antenna no larger than one meter in diameter or one antenna for the purpose of receiving direct broadcast/satellite service or television broadcast signals may be installed on a Lot as permitted by federal law. However, the Architectural Control Committee may require that the antenna be installed so as to minimize visibility from the front of the Lot.
- O. Solar panels may be installed on the roof of a dwelling provided the placement of the panels has been pre-approved by the Architectural Control Committee.

### **Lakeshore/Pool Activities**

- A. *Access* - All *Kingswood* Owners/Occupants shall have access to the lakeshore, Outlot A, pool, and community dock via the paved walking path next to 220 Holly Lane. Two other entrances to the Outlot A common area are the Peterson Path and



the grassy area between 50 and 55 Holly Lane. No one is permitted to cut through private yards to access the waterfront, pool, or community dock.

***B. Pool Rules -***

1. The pool is for the use of *Kingswood* Owners, Occupants and their guests. Pool hours are 8 a.m. to 8 p.m. during the summer. No lifeguard is on duty.
2. A responsible Owner/Occupant ***must accompany their guests at all times***, whether family members not residing in Kingswood or other non-residents.
3. No one under 14 years of age is allowed to use the pool without an adult Owner/Occupant accompanying them.
4. The pool gate should be locked at all times. Each Lot has a pool key. The Board President controls the issuance of pool keys. There is a \$ 5.00 fee assessed for a replacement key.
5. No person with a communicable disease while in an infectious state, suffering from a cough, cold or sores, considerable area of exposed sub-epidermal tissue, open blisters or cut may use the pool until such wounds heal or the person is no longer in an infectious state, as the case may be.
6. Any person who is incontinent or not fully toilet trained must wear appropriate waterproof clothing when entering or being carried into the pool.
7. No diving into the pool is permitted.
8. No running or rough-housing is permitted in the pool enclosure.
9. No Frisbees, hard rubber or tennis balls may be used in the pool. Soft sponge or nerf balls are acceptable.
10. Air mattresses and floats are restricted and should be removed when there are 10 or more people in the water.
11. Food items should be restricted to snack items, on the pool deck only, and on unbreakable plates and in unbreakable beverage containers. ***Glassware is not allowed in the pool enclosure.***

12. With the exception of animals permitted under the Fair Housing Act, animals are not permitted in the pool enclosure or bathrooms.
13. Please wear appropriate pool attire. Cutoffs are not allowed in the water as they damage the filter system.
14. A Kingswood aerobics group meets Monday thru Friday from 4 to 5 p.m. Others using the pool shall not hinder or otherwise interfere with the aerobics participants.
15. Pool capacity is limited to 50 persons.

***C. Community Dock -***

1. The *Kingswood* community dock is designed for quiet enjoyment of Gleason Lake by *Kingswood* Farm Homeowners Association Owners/Occupants. The surrounding area is to be left natural and protected from abuse.
2. The dock may be used from sunrise to sunset.
3. Occupancy on the dock is limited to 10 people.
4. Owners/Occupants must be present on the dock with their guests.
5. There shall be no jumping or diving from the community dock.
6. Swimming or wading around the community dock is not permitted.
7. Fishing from the dock is permitted, but casting from the dock is not allowed.
8. Canoes, kayaks, and paddleboards may be launched from the dock, but cannot be tethered to the dock or left on the dock.
9. No breakable material such as glass may be used on the dock.
10. All items brought to the dock must be removed from the dock at the end of the visit.

## CANOE/KAYAK RACK RULES

1. A canoe/kayak rack with six spaces is provided for the benefit of the owners/occupants in *Kingswood*.
2. Only one storage slot shall be allocated to a given household. An additional slot may be allowed if space permits.
3. Approved watercraft may be put on the rack no earlier than April 15th and must be removed no later than November 1<sup>st</sup>.
4. No items other than an approved watercraft may be stored on the rack.
5. No watercraft or any other item may be left unattended along the lakeshore or dock.
6. All items stored on the rack are at the risk of the owner.
7. Any damaged item stored on the rack shall be repaired within 30 days of notice from the *Kingswood* Board or it may be removed from the rack by the Association at the owner's expense.
8. Any owner/occupant who wishes to use the canoe/kayak rack must have a *Kingswood* Canoe/Kayak contract on file with the Association by April 1st . The contract is available on [www.kingswoodfarmhoa.com](http://www.kingswoodfarmhoa.com).
9. If more owner/occupants request space on the rack than is available, all interested parties' names will be entered into a lottery. Six names will be drawn and a position on the rack assigned.
10. At the time of rack assignment, the eligible member must have a small vessel to store.

