



W O O D B U R Y

**RULES & REGULATIONS**

**PREPARED FOR**

**WOODBURY**  
**COMMUNITY ASSOCIATION**

**REVISED: MAY 2017; JANUARY 2019; APRIL 2020; OCTOBER 2020 &  
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RULES AND REGULATIONS

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## AUTHORITY TO FORM RULES

The Woodbury Community Association Board of Directors is empowered to create and enforce Rules and Regulations in accordance with Article V, Section 13 of the Master Declaration of Covenants, Conditions, and Restrictions and Reservations of Easements (hereafter referred to as the “Master Declaration” or “CC&R's”)

## MEMBERSHIP INFORMATION and DISCLAIMER

Woodbury Community Association, a California not for profit mutual benefit corporation, (the “Master Association”) consists of those Owners of Lots, Condominiums or Apartments within the ultimate boundaries of Woodbury.

The Master Association offers many advantages to its Members. In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on the Members of the Master Association.

One of the purposes of the Woodbury Community Association is to ensure that the Master Association property will be maintained in an attractive manner and will be available for the enjoyment of all Members. Your automatic membership in the Master Association provides a membership base to share the future costs of maintaining the Community.

These Rules and Regulations have been developed with consideration given to providing each Member with greatest enjoyment of the Master Association property without infringing on other Members and their rights to quiet enjoyment of their homes and Community.

Although these Rules and Regulations supplement the provisions of the Master Declaration as amended from time to time, they do not cover the entirety of the Master Declaration. Please be sure to read the Master Declaration carefully; specifically Article VIII as it contains the ‘Use Restrictions’. In the event of a conflict between the provisions of the Master Declaration and these Rules and Regulations, the provisions of the Master Declaration will control. Any owner who does not comply with these Rules and Regulations will be subject to enforcement by the Master Association in accordance with the [Violation Enforcement Policy](#).

Various capitalized words and phrases used herein are defined in the Master Declaration, and unless the context herein shall indicate the contrary, such words and phrases shall have the same meaning herein as they do in the Master Declaration.

**THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED  
TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY.**

**THE LAW AND ITS INTERPRETATION IS CONSTANTLY CHANGING. PLEASE  
CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT  
IN AN ASSOCIATION.**



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## ASSESSMENT AND BILLING COLLECTION POLICY

Upon motion duly made, seconded and carried, the Board of Directors for Woodbury Community Association adopted the following Resolution at its regular meeting on January 15, 2015.

WHEREAS, the Covenants, Conditions and Restrictions of Woodbury Community Association, require payment of regular and special assessments by all the owners of real property within said community in order to provide funds for payment of expenses for the upkeep, maintenance and preservation of the common areas therein, and for payment of other expenses associated with the normal operation of said Association's business and affairs, and

WHEREAS, said Covenants, Conditions and Restrictions provide the Association's Board of Directors with the power and authority to require regular and special assessments levied against owners of real property within said community (all of whom are required to be members of the Association as a condition of ownership) to be fully and timely paid, and

WHEREAS, the Board of Directors deems it to be in the best interests of the Association and all the Association's members to establish policies and practices relative to the Association's rights and remedies in event of default in payment of the regular and special assessments by any of the Association's individual members, and

NOW, THEREFORE, BE IT RESOLVED that the Association hereby adopts the following policies and practices in the event of any default in payment of the Association's regular and special assessments to be effective the 1<sup>st</sup> day of March 2015:

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.



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4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10.00), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board of Directors shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing 30 days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees for the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the Agent, Trustee or Attorney employed by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a



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small claims judgment, judicial or non-judicial foreclosure. *“The owner will be called to a hearing where their rights and easements of the use and enjoyment of the recreational amenities, including all Association owned pool and facilities, will be suspended effective immediately until the account is brought current and is no longer delinquent”.*

9. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner’s property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution (“ADR”)
10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association’s Attorney or Trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800.00) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the Association Member’s delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.
11. **“IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION”**
12. An owner is entitled to inspect the Association’s accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.
13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys’ fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is 16775 Von Karman, Suite 100, Irvine, CA 92606 unless the account has been turned over to the association’s trustee



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or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

- 15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted Resolution of the Board of Directors of Woodbury Community Association. This policy is subject to change upon thirty (30) day written notice.

Woodbury Community Association  
Fee Schedule Addendum

Late Notice	\$ 10.00
Pre-lien Letter	\$100.00
Lien Processing	\$325.00
Foreclosure Prep Fee	\$100.00
Small Claims Prep Fee	\$100.00
Small Claims Attendance Fee	\$100.00
Small Claims Collection Fee	\$100.00
Payment Plan Fee	\$ 75.00 (per 6 months)
Return Payment Fee	\$ 25.00

Note: Fees and Costs for Collection Services are Subject to Change without Notice



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## COMMON AREA RULES AND REGULATIONS

1. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or Condominium or on the Master Association Property or Maintenance Areas which will cause any fine or penalty to be imposed against the Master Association by any Public Agency.
2. No Owner shall keep any materials of any kind or allow any activities to be conducted on his/her Lot or Condominium or on the Master Association Property or Maintenance /areas that will result in the cancellation of insurance on the Master Association Property or Maintenance Areas or which would be in violation of any law. If, by reason of the occupancy or use of said premises by the Owner, the rate of insurance on the Master Association Property or Maintenance Areas shall be increased, the Owner shall become personally liable for the additional insurance premiums or for such fine or penalty.
3. Outdoor fires are expressly prohibited, except in appropriate Association installed facilities specifically designed for outdoor gas fires. For facilities designed for gas fires, no wood burning will be allowed.
4. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited in the Master Association Common Areas. Such areas include, but are not limited to, the clubhouse, pools, parks, sports courts, and other recreational facilities.
5. Please refer to the Covenants, Conditions and Restrictions, Article VIII (Use Restrictions), Sections 2, 3, 4, 17, 20 and 21 for more Master Association Common Area restrictions.
6. Residents are not permitted to maintain or conduct any activity or improvement which may obstruct or interfere with other residents' use and enjoyment of their property. Residents shall take reasonable measures to minimize noise emanating from a Lot or Unit from the hours of 12:00 a.m. to 6:00 a.m. Pool equipment, fountains, and other water features and equipment shall be set to the lowest setting during these hours to reduce noise and disturbance to neighbors. Noise, odor or other nuisance complaints will be addressed through the Neighbor-to-Neighbor Dispute Policy or the Violation Enforcement Policy, as applicable. The Association, at the Board's sole discretion, may use City of Irvine or other Governmental Agency standards regarding noise, odor and other similar nuisance matters to determine whether a nuisance exists.



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## OCCUPANCY RULES AND REGULATIONS

1. An Owner shall have the responsibility to acquaint his/her lessees, tenants and guests with the Rules and Regulations of the Master Association.
2. For the purpose of these Rules and Regulations, a lessee or tenant shall be defined as anyone in possession of an Owner's dwelling in exchange for any sort of consideration, or at the sufferance of the Owners.
3. All Owners and their lessees and tenants shall comply with all of the Protective Covenants and other terms and provisions set forth in the Master Association Documents.
4. Please refer to the Covenants, Conditions and Restrictions, Article VIII (Use Restrictions), Sections 10, 14 and 18 for more occupancy restrictions.

## PARKING RULES

1. Each Owner shall keep his/her garage readily available for parking of permitted vehicles and shall not store any goods or materials therein, nor use any portion of the garage for a workshop or other use if such storage or use would prevent said Owner from parking the number of vehicles therein for which said garage was originally designed and constructed. An owner will be granted a thirty (30) day period in which to store moving material within their garage in conjunction with moving into their new property.
2. Storage of vehicles is not permitted on streets. A vehicle will be deemed to be stored when it has not shown "substantial" movement for any 96-hour period. For the purposes of these rules, "substantial" movement involves the removal of the car from the community for at least an eight-hour period and its parking in a different parking space. Vehicles that are deemed to be stored on private streets will be subject to towing at the owner's expense.
3. Fire lane parking is strictly prohibited. Vehicles parked in marked fire lanes or within fifteen feet (15') of a fire hydrant are subject to immediate towing at the owner's expense.
4. Association Members may be subject to fines for any violation of these rules committed by the Member, or committed by such Member's guests, relations or visitors.
5. Please refer to the Covenants, Conditions and Restrictions, Article VIII (Use Restrictions), Sections 11, 12 and 13 for more parking restrictions.
6. No owner shall park, store or keep on any portion of the Master Association Property any large commercial type vehicle, any recreational vehicle (including but not limited to campers, motor homes, trailers, boats or mobile homes) or any oversized vehicle that exceeds seven (7) feet in height and seven (7) feet in width and nineteen (19) feet in length, except for purposes of loading, unloading and making deliveries or performing emergency repairs.
7. COMMERCIAL VEHICLES are defined as:
  - a. Any vehicle with a width in excess of eighty-four (84) inches.
  - b. A truck of greater than one (1) ton capacity.
  - c. Limousines
  - d. A van other than a passenger van with seats for 8 or less.
  - e. A vehicle used or maintained primarily for the transportation of persons for hire, compensation, or profit. A vehicle used or maintained primarily for the transportation of property.
  - f. A vehicle with a corporate name, advertising, phone number, or logo on the outside.

- g. A vehicle with an apparatus such as a lumber rack or professional material storage unit attached to it.
  - h. A vehicle being used as a professional working vehicle for storage or shipment of tools and supplies of trade, dirt or other materials.
  - i. A vehicle which in the reasonable judgment of the Board is not normally used as a personal or passenger conveyance.
8. All commercial vehicles as defined in Section 7 must be parked in the garage. If the vehicle is too large to fit in the garage, it must be parked on a public street.
  9. All vehicles parked on the streets must be parked in the direction of the flow of traffic.
  10. Vehicles shall not be parked in front of mailboxes or in any manner which may obstruct access to a mailbox by the U.S. Postal Service.
  11. All vehicles must be street legal, licensed and currently registered.



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## RECREATION FACILITIES RULES and REGULATIONS

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Recreational Facility Keys

Guest Policy

Rental of Facilities

Facility Use Policy (Civil Code Section 4515)

Swimming Pools

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Sport Courts

### Recreational Facility Keys

1. Each original owner is issued two (2) Recreation Facilities key cards upon close of escrow on their property. Up to two (2) key cards are activated at any time. Any key card not returned upon sale or lease of the property will be deactivated. Key cards will be issued upon receipt of payment, a complete application form and agreement, and compliance with all requirements noted therein. Photo key fobs require a photograph of each individual to which the key card is issued prior to issuance. Key cards may be obtained through the on-site Woodbury Community Association office at 108 Lamplighter, Irvine, CA 92620 and upon compliance with all other requirements. The only acceptable payment method is by check which shall be made payable to "Woodbury Community Association." The replacement cost is \$50.00 per key card.
2. Residents must be in possession of their key card at all times when using any of the recreation facilities. Additionally, residents must present their key card to an authorized Association representative (e.g. management team member, patrol officer, pool monitor, etc.) when requested. Residents who do not have their key card in their possession when using the recreation facilities, who fail to present their key card upon request by an authorized Association representative, or whose key card is determined to be invalid or suspended may be removed from the facility.
3. The owner(s) of property to which a key card is issued shall be responsible for the actions of their family, occupants, tenants, guests and others who are utilizing the Association facilities accessed with key card issued to the property. Key card shall not be given to a guest to access the facilities. Residents of the property must accompany any and all guests at all times when using the facilities.
4. Member, resident and guest(s) acknowledge the inherent risks associated with use of the recreation facilities and release Woodbury Community Association from all claims and liabilities, including, but not limited to, loss or damage of personal property and injury or death, and further agree to defend, indemnify and hold harmless Woodbury Community Association from all claims and liabilities including, but not limited to, loss or damage of personal property and injury or death.



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## Guest Policy

1. Guests may use the facilities only when accompanied by a resident.
2. Members are allowed to have a maximum of six (6) guests per membership at any time.
3. Members are allowed to exceed the six (6) guests per membership rule if facilities are rented by said member. See the Rental Policy for further details.

## Rental of Facilities

1. Certain facilities within the Association are available for rent for member use subject to availability. Facilities are rented on a first come, first-served basis.
2. The Recreation Facilities Reservation Form may be obtained at the community web site at [woodburyhoa.org](http://woodburyhoa.org) or by contacting Professional Community Management at the on site management office.
3. A completed Recreation Facilities Reservation Form and executed Recreation Facilities Agreement must be submitted to management along with the appropriate fees, deposit and additional insured certificate at least fourteen (14) days in advance of the event date. No reservations will be accepted until all of the above forms, information, fees and deposits have been completed and submitted to management. Additionally, no reservations will be accepted less than fourteen (14) days or more than eighteen (18) months prior to the event.
4. Specific locations that may be rented include:
  - (a) The Club Room
  - (b) The Courtyard area attached to the Club Room
  - (c) Other areas as determined by the Board of Directors.
5. When an area is reserved for rent, the reserved area will be off limits to others not participating in the event.
6. Rental of the Club Room includes the use of the Clubhouse Facility Kitchen and courtyard area at no additional cost.
7. The facilities are not available for rent over the Memorial Day weekend (Saturday through Monday), on the 4<sup>th</sup> of July or over Labor Day weekend (Saturday through Monday). Additionally, rentals are limited to four (4) rentals per residence each calendar year.
8. Rental of the facilities will generally be available only to members of the Woodbury Community Association.
9. In accordance with Article III, Section 3 of the Master Declaration, the Woodbury Community Association will reserve the right to rent certain facilities to individuals or groups that are not



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members of the Association if the Association believes that said rental will not cause an unreasonable reduction of members enjoyment of the facilities.

10. A rental fee and deposit are required for each rental and are subject to change by the Board of Directors. Please see the Facilities Reservation Form for the current rental and deposit fee schedule.
11. The rental fee is non-refundable and is forfeited if a reservation is cancelled within thirty (30) days of the event. Cancellations should be made in writing and submitted to the management office at the Recreation Center.
12. The deposit will be refunded within thirty (30) days after the event. However, if damage is caused to the recreation facility, event clean-up is not completed, or the facility is not restored to the manner in which it was presented prior to reservation use, the cost to repair the damage or to conduct the clean-up will be deducted from the deposit. The Resident will be responsible to reimburse the Association for any cost to repair damage or to conduct clean-up in excess of the deposit amount.
13. The Resident must supply a proof of endorsement with a general liability provision of at least one million dollars which names Woodbury Community Association and the Association's property management company as additional insureds on the date of the event and for all times that the facilities will be used, as well as for the time spent setting or cleaning up. The Resident's insurance shall be primary and non-contributory to any policy of insured held by either the Woodbury Community Association or its management company.
14. Roving attendants are required for reservations of any facility at which a live band or D.J. will be present, alcohol will be served or more than 75 guests will attend at a fee of \$120.00 per roving attendant for the first four (4) hours of the event, plus \$30.00 per hour per roving attendant for each additional hour. A second roving attendant is required for any event with 100 to 149 guests, and a third roving attendant is required for any event with 150 or more guests.
15. Setup and breakdown of all Association tables and chairs is included in the rental fee for the Club Room, Activities Room and courtyard only. All other setup, including food, decorations, catered and/or additional tables or chairs and any other items are the responsibility of the Resident. All decorations, displays, food, drinks, trash, etc. must be removed from the facility by the end of the reservation time. Any items left behind will be discarded. You must supply your own trash bags for cleanup and dispose of the trash bags in the dumpster in the south parking lot adjacent to the Competition Pool. Staining to walkways from dragging trash to the trash enclosure, will result in the deduction of cleaning fees from the security deposit.
16. The Event Layout Sheet specifying your desired table and chair layout must be submitted a minimum of two (2) weeks prior to your event.



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17. D.J. music and live bands are permitted at the recreation center only. Music volume must be maintained within acceptable levels at all times as determined by Association staff or an authorized representative. Excessive noise may result in the loss of facilities privileges.
18. The recreation facilities may not be used for commercial purposes without the prior written consent of the Association's Board of Directors.
19. The Resident renting the facility must be present at all times during the event/function.
20. Amusement rentals (e.g. pony rides, petting zoos, carnival rides, etc.) are prohibited on Association property.
21. Tents are prohibited in the courtyard area.
22. Open flames are prohibited in all Association indoor facilities.
23. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
24. No staples, push pins or similar devices may be used to attach items to the walls or any other surfaces. Any damage caused will be deducted from the security deposit.
25. The throwing of rice, birdseed and confetti is prohibited.
26. Glass is permitted in the Club Room, Activities Room, the courtyard and on the Great Lawn only when the facility is rented for a private event/function.
27. Violation of any of the provisions of these rules may, following notice and hearing, result in fines, the levy of reimbursement assessments against the responsible member for damage in excess of any deposit and/or rescission of the responsible member's rights to use any common area facility as set forth in the By-Laws.

### **Facility Use Policy (Civil Code Section 4515)**

1. The purpose of this Facility Use Policy is to ensure Woodbury members and residents have the ability to exercise their rights under law to peacefully assemble and freely communicate with one another and with others with respect to common interest development living, association elections, legislation, election to public office, the initiative, referendum or recall process, to invite public officials, candidates for public office, or representatives of homeowner organizations to meet with members, residents and their guests and speak on matters of public interest.
2. Woodbury members or residents shall not be required to pay a fee, make a deposit, obtain liability insurance, or pay the Woodbury Community Association's premium or deductible on its insurance policy to use Woodbury facilities for the purposes described in Paragraph 1 of this Facility Use Policy.



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3. A completed Facility Use Request Form and Facility Use Liability Waiver and Agreement must be submitted at least 7 days but no more than 14 days before the requested reservation. These forms may be obtained at the community website at [woodburyhoa.org](http://woodburyhoa.org) or by contacting Management at the on-site management office.
4. Reservations under this policy may be obtained by Woodbury members or residents during normal business hours (generally Monday - Friday 9 a.m. to 5 p.m. and Saturday - Sunday 10 a.m. to 5 p.m., excluding holidays, and when the facility is not otherwise in use).
5. The roving attendants required for standard reservations will not be required under this Facility Use Policy.
6. The room capacity for the facilities is as follows:
  - (a) Club Room: 186 (the kitchen area, service counter, gas fireplace and barbecues will not be available during these reservations.)
  - (b) Activities Room: 148
  - (c) Activities Room A: 48
  - (d) Activities Room B: 48
7. The member or resident obtaining the reservation must be present at all times during the event, with the event subject to be shut down if it is determined the member or resident is absent.
8. Set up and breakdown of Association tables and chairs is not included with the reservation, with the member or resident responsible for restoring the facility to its original condition at the conclusion of the reservation.
9. If damage is caused to the recreation facility or other common area, event clean-up is not completed, or the facility is not restored to the manner in which it was presented prior to reservation use, the member or resident will be responsible for the cost to repair the damage and the cost to conduct the clean-up and/or repair will be levied against the responsible owner as an Assessment.
10. Use of facilities under this Facility Use Policy is non-exclusive and it is the reserving member or resident's responsibility to ensure its guests get along with others who may be present during the reservation period.
11. DJ's, bands, amplification, decoration, food, beverage, and alcohol are not permitted during reservations under this Facility Use Policy, and the event may be shut down if it is determined this rule has been violated.

### Swimming Pools- Lagoon /Wader /Lap /Competition /Spa & Neighborhood Pools (POOLS)

1. Hours of operation are:
  - (a) Sunday through Thursday 6:00 AM – 10:00 PM
  - (b) Friday and Saturday 6:00 AM – 11:00 PM
2. Use of the POOLS, CABANAS AND OTHER POOL AREA FURNITURE is on a first come first-served basis. These areas may not be reserved with the placement of towels and other personal items once you have left the facility. Items left unattended for the purpose of reserving seating will be removed. The association is not responsible for lost or stolen items left unattended.



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3. Decorations, décor, or other party props are not permitted in any of the pool areas unless homeowner has an approved decoration agreement with management and paid a \$500.00 refundable deposit. Homeowner must receive approval from management at least three (3) days in advance of their event/party.
4. There will be no lifeguard on duty. Use of the POOLS is at your own risk. The Association assumes no responsibility for any accident or injury in connection with such use or for any loss or damage to personal property.
5. Members interested in swim lessons must contact the Association's approved swimming instructor contracted with the Association. For purposes of these rules, the "Association's approved swimming instructor" includes someone that has entered into an agreement with the Association and, among other things has provided the insurance and indemnity required by the Association. The term "Association's approved swimming instructor" is not intended to imply that the Association otherwise endorses the swimming instructor. Members may only use the Association's approved instructor for lessons, except that immediate family members may provide swimming instruction. No other contracted swim lessons may be conducted within the facilities at any time.
6. An adult should accompany and actively monitor children under the age of 14.
7. Infants and children that are not toilet trained are not allowed in the POOLS without appropriate swim diapers. Should an accident occur in the pool that requires a pool closure, the parents of that child may be subject to fines up to \$500.00 for cleaning and closure fees charged to the association.
8. Children under the age of 14 should not be allowed in the spa unless accompanied by an adult.
9. The wading pools are for children 5 years of age and younger.
10. All children in the wading pool area **MUST BE UNDER THE DIRECT SUPERVISION OF AN ADULT AT ALL TIMES.**
11. All swimmers must shower before entering any of the POOLS. Showers are only for persons using the facilities and not for individual personal hygiene not related to use of the facility. Shampoo, soap, and shower gels are prohibited.
12. All swimmers must wear a bathing suit. No ragged-edged garments are allowed. Nudity and/or indecent exposure is prohibited.
13. Any individual with a contagious malady or open sores may not use the POOLS.
14. For shoulder length hair or longer, it is recommended that hair be tied back, and a cap worn (hair clogs the drains).



## W O O D B U R Y

15. The use of profanity, obscene language or obscene behavior is prohibited. Guests of the facility that are acting in a fashion that may be offensive to other guests may be asked to leave immediately. Failure to do so may result in the loss of privileges.
16. No RUNNING or horseplay on facilities deck.
17. No horseplay in the POOLS. HANGING ON LANE LINES is strictly prohibited.
18. No hard balls/Frisbee or object throwing in or around the POOLS.
19. No gum in the pool areas.
20. No eating food or drinking in any of the pools, spas, or waders.
21. All waste materials from food or beverages are to be taken with you or disposed of in the trash containers provided in the POOL areas.
22. No skateboards, bicycles, tricycles, skates, razors, rollerblades or other wheeled equipment are allowed inside the fenced areas.
23. No bottles or other glass containers/objects inside the fenced area.
24. No pets inside the fenced area. Service animals specifically trained to aid a person with a disability are welcome.
25. No unduly loud or disturbing noise inside the fenced area.
26. No amplified music permitted inside the fenced area except for Association sponsored events and activities, or in conjunction with a facility rental as approved by the Association. Music containing profanity is prohibited.
27. No diving from benches, tables, or other facility structures inside the fenced area.
28. No rafts, inflatable toys, boogie boards, swim fins which include mermaid style fins, scuba equipment in the POOLS.
29. No smoking inside the fenced area. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.
30. Persons intoxicated or under the influence of alcohol or drugs are not permitted in the POOLS.
31. No pool furniture in the POOLS.
32. Any damage to equipment or furnishings must be reported promptly. Members responsible for the damage will be required to immediately reimburse the Association for losses related to



## W O O D B U R Y

the damage and will be subject to additional fines or penalties deemed necessary by the Woodbury Community Association. Members are also responsible for damage by their guests.

33. All gates must remain closed and always locked. DO NOT obstruct gates with chairs or other items to keep gates open.
34. Tampering with POOL equipment, gate locks or machinery at the POOL areas is prohibited. Members caught tampering will be subject to fines.
35. Jumping the fence to any gated facility is prohibited.
36. Portable barbeque grills are prohibited in the POOL areas.
37. The Woodbury Community Association may turn off the heat to individual pools during the winter season.

### **IN THE EVENT OF A HEALTH EMERGENCY, THE EMERGENCY FACILITY RULES WILL APPLY.**

#### Neighborhood Parks

1. Hours of operation shall be as follows:
  - (a) Sunday through Thursday 6:00 AM – 10:00 PM
  - (b) Friday and Saturday 6:00 AM – 11:00 PM
2. Adult supervision is required for all children. Please inform daycare providers of the rules and regulations and that they must watch the children in their care at all times.
3. All persons must play with care and consideration of others.
4. Pets are not allowed in the playground area.
5. No jumping from swings or play structures.
6. Excessive trash from gatherings or parties must be removed from the facility and not put in the trash receptacles in a manner that causes the trash receptacle to overflow its enclosure.
7. The use of profanity, obscene language or obscene behavior is prohibited. Guests of the facility that are acting in a fashion that may be offensive to other guests may be asked to leave immediately. Failure to do so may result in the loss of privileges.
8. Smoking of any kind, including, but not limited to, cigarettes, cigars, pipes, e-cigarettes, vapor pens, vapor pipes, and hookahs, is prohibited.



## W O O D B U R Y

9. Refrain from placing household waste in the park trash cans.

### Sports Courts – Tennis, Basketball and Volleyball

#### **IN THE EVENT OF A HEALTH EMERGENCY, THE EMERGENCY FACILITY RULES WILL APPLY.**

1. Hours of operation for lighted courts are:
  - (a) Sunday through Thursday 6:00 AM – 10:00 PM
  - (b) Friday and Saturday 6:00 AM – 11:00 PM

Hours of operation for non-lighted courts are:

  - (a) Daily 6:00 AM – Dusk
2. All rules and regulations for any Association facility are to be observed and apply to all sports courts.
3. Basketball and volleyball courts are available on a first come first-served basis. Certain tennis courts may be reserved for play. Please see below for the tennis court reservation policy.
4. While others are waiting for basketball and volleyball courts, sessions are limited to thirty (30) minutes for groups of two and sixty (60) minutes for larger groups.
5. Play on the sport courts is not available for any person who is under the influence of alcohol or any drugs.
6. Proper shoes are required at all times on the tennis and basketball courts.
7. No pets, skateboards, roller skating, roller blades, bicycles, etc. are permitted on the sports courts.
8. Profanity, screaming, or obscene language is prohibited.
9. Smoking within or on the sports courts is prohibited.
10. All litter/trash must be placed in trash containers.
11. Glass is not permitted on the sports courts.
12. Rallying against the windscreens is prohibited.
13. All players waiting to play on the tennis courts must remain off the court area.



## W O O D B U R Y

14. It is the players' responsibility to ensure that the play area is free and clear of all dangerous objects.
15. It is the players' responsibility to ensure that the play area is free and clear of children and others that may stray onto the active play area.
16. Adult supervision (age 18 and up) is strongly encouraged for all children under the age of 14. Please inform daycare providers of the rules and regulations and that they should watch the children in their care at all times.
17. The Association's approved tennis instructor(s) can use any court as long as the resident makes a reservation for the court.
18. Residents interested in tennis lessons must contact the Association's approved tennis professional to schedule lessons. For purposes of these rules, the "Association's approved tennis professional" is one that enters into a license agreement with the Association and, among other things, provides the required insurance and indemnity requested by the Association. The term "Association's approved tennis professional" is not intended to imply that the Association otherwise endorses the tennis professional. Members may only use the Association's approved professional for lessons, except that immediate family members may provide tennis instruction. Please visit the Association's web site at [woodburyhoa.org](http://woodburyhoa.org) or contact the on-site management office for information on tennis lessons.
19. Residents may reserve tennis courts 1, 2, 3 or 4 only online by visiting the Association's web site at [woodburyhoa.org](http://woodburyhoa.org). If you do not have internet access, please contact the on-site management office for assistance.
20. Tennis court reservations may be made no more than fourteen (14) days in advance.
21. Residents may make a maximum of three (3) reservations per calendar week per household with no more than one reservation per household per day permitted. Members may only make reservations under his/her own name and address.
22. Reservations may be made for 30 minutes or one hour of playing time. If at the end no one is waiting for a court, players may continue to play until another party arrives.
23. Upon making a tennis court reservation, a reservation receipt will be emailed to the email address provided by the member. The member must print their confirmation or have it on their phone and have their pool key in their possession while on the tennis court. Members without their confirmation may forfeit their reservation.



## W O O D B U R Y

24. A minimum of two (2) players must be present on the court at their reserved time, or the reservation will be forfeited, and the court will become an open play court. All reservation times are based on the clock at the bulletin board outside the tennis courts. There is a ten (10) minute grace period.
  
25. Single players (such as those practicing service or using a ball machine) may not make a reservation but may play on court 4 (the lesson/open court) or on court 1, 2 or 3 when not reserved.



# W O O D B U R Y

## WOODBURY COMMUNITY ASSOCIATION

### CANVASSING AND POLLING POLICY (Civil Code Section 4515)

1. Civil Code Section 4515 creates a right for members and residents to canvass or petition members, the Association Board and residents of Woodbury Community Association in a reasonable manner and at reasonable hours.
2. Only members and residents of Woodbury Community Association may canvass or petition within the Woodbury community.
3. Information distributed may include information about common interest development living, association elections, legislation, election to public office, the initiative, referendum, or recall processes, or other issues of concern to members and residents. (“Political Speech.”)
4. The contents of canvassing materials must be 100% Political Speech, and may not include advertisements or announcements for social or commercial purposes; commercial advertisements, solicitations or reference to any particular business, including sponsorships, are prohibited.
5. Canvassing materials must be in the form of door hangers, printed on 67 pound card stock (minimum weight), including the address of the member or resident distributing the information.
6. Canvassing materials must be distributed by hanging the door hangers on doors, handing them to individuals or otherwise in a manner that does not result in litter or a violation of the law.
7. The member or resident distributing the information is responsible for ensuring the door hangers do not litter Woodbury.
8. Members or residents shall not canvass or petition members, residents or the Board of Directors during Board meetings, or for 15 minutes before or after those meetings.
9. Canvassing and petitioning of members, residents and their guests is prohibited during events held in the Club Room, the Activities Room the courtyard area attached to the Club Room or otherwise under standard reservations.
10. Canvassing and petitioning may only be conducted between the hours of 9:00 a.m. and 8:00 p.m. without the permission of the Board of Directors.

**Canvassing and petitioning may not be conducted in any way that threatens the health, safety or welfare of Woodbury members, residents, guests, invitees or management, or damages Woodbury Community Association common area or association property.**



# W O O D B U R Y

## WOODBURY COMMUNITY ASSOCIATION

### SIGN RULES

#### Sub-Index

#### For Sale Signs

#### Open House Signs

1. No sign or billboard of any kind shall be displayed to the public view on any portion of the Master Association Property except for signs used by Declarant (or by a Merchant Builder with Declarant's consent) in connection with the development of the community and sale or lease of Lots and/or Condominiums.
2. In accordance with Section 712 of the California Civil Code, an Owner may display on his/her Lot or Condominium or on real property owned by others with their consent, or both, signs which are reasonably located, in plain view of the public, are of reasonable dimensions and design, do not adversely affect public safety, including traffic safety, and which advertise the property for sale, lease or exchange, or advertise directions to the property or the Owner's or agent's telephone number.
3. All signs shall comply with the City of Irvine Municipal Codes regarding signs and any other applicable governmental ordinances.
4. Signs erected in Common Areas not complying with the Rules will be removed by a representative of the Woodbury Community Association and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time. Signs not picked up within a reasonable amount of time will be disposed of at the owner's expense.
5. All Owners shall comply with the following Master Association's "[For Sale](#)" and "[Open House](#)" Sign Regulations as well as the requirements of Article VIII, Section 5 of the Master Declaration.



# W O O D B U R Y

## “FOR SALE” SIGN REGULATION

Article VIII of the Master Declaration and the City of Irvine regulates all signs in Woodbury Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for “For Sale” signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the Common Area. These regulations shall also apply to “For Lease” signs.

1. Residents (or their agents) wishing to advertise "For Sale" for purposes of selling their property must use a standard sign with restrictions on type, design, location, and quantity.
2. Signs are to conform to the following specifications – Please see Exhibit A on pages (40-42) for detailed Design Specifications:
  - (a) The total sign area shall be contained within a 12" x 18" area.
  - (b) The top of the sign shall not exceed 4' above ground level.
  - (c) Primary Text Color: Pantone: Black 7 C (Charcoal)
  - (d) Primary Text Font: “Avenir”
  - (e) Background Color: Pantone: Warm Gray 1C (Parchment)
  - (f) Pole Color: Frazee “Black Metal” #8796N, Powder Coat

**12" x 18"**



3. The sign must be professionally prepared on weather-resistant material.
4. Only one sign is permitted per dwelling unit. Brochure boxes, attached riders, sold signs; flags, banners, balloons and promotional paraphernalia are prohibited. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or such vendor(s) that may be designated in the future.
5. The sign may be placed no further away from the dwelling unit than half the distance between the dwelling and the sidewalk. For attached units, the sign must be placed in a landscape area other than the lawn if possible. No sign shall be attached to the ground by means other than a conventional single vertical stake which shall not exceed 2" x 3" in diameter. Posts, pillars, frames, or similar arrangements are prohibited.



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6. Signs are not permitted on Woodbury Community Association property except that a maximum of one "Open House" directional sign per change of direction may be placed at street intersections. However, in no case may there be more than one "Open House" directional sign per corner.
7. Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.



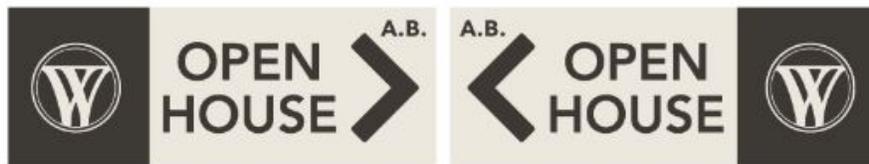
# W O O D B U R Y

## “OPEN HOUSE” SIGNAGE ON COMMON AREA

Article VIII of the Master Declaration and the City of Irvine regulate all signs in Woodbury Community Association. Consistent with these regulations, the Board of Directors has approved the following standards for “Open House” signs. Homeowners listing their homes with a real estate agent are responsible for ensuring that the agent complies with these standards. Signs deviating from these standards may be moved without notice from the Common Area.

1. Residents (or their agents) wishing to advertise "Open House" for purposes of selling their property must use a standard sign with restrictions on type, location, and quantity.
2. Signs are to conform to the following specifications – Please see Exhibit A on pages (40-42) for detailed Design Specifications:
  - (a) The total sign area shall be contained within a 12" x 18" area.
  - (b) The top of the sign shall not exceed 4' above ground level.
  - (c) Primary Text Color: Pantone: Black 7 C (Charcoal)
  - (d) Primary Text Font: “Avenir”
  - (e) Background Color: Pantone: Warm Gray 1C (Parchment)
  - (f) Pole Color: Frazee “Black Metal” #8796N, Powder Coat

9" x 24"



3. The Owner of the sign shall identify the sign as his/hers with their initials in an area no larger than 1" x 1".
4. A maximum of one sign (in total) per change of direction may be placed at street intersections. At a four-way intersection there are four corners where only four signs may be placed.
5. Signs may not remain on Common Areas overnight.
6. Brochure boxes, attached riders, flags, banners, balloons and promotional paraphernalia are prohibited. Additionally, only “Open House” and a directional arrow may be included on the sign. The approved sign format and colors are on file and can be purchased at R.E.S.S. (Real Estate Signs and Supplies), 23252 Del Lago, Laguna Hills, CA 92653, (949) 855-1355, or such vendor(s) that may be designated in the future.



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7. "Open House" signage may be posted on Wednesdays, Saturdays, Sundays and Federal holidays only and at a frequency of two weekends per month maximum.
8. The Owner of the property for sale is solely responsible for adherence to these and all other Woodbury Community Association Rules and policies.
9. Members are responsible for any damage done to the common area occasioned by the installation or removal of any sign. Property owners who fail to comply with this policy will be subject to enforcement in accordance with the Violation Enforcement Policy.



# W O O D B U R Y

## HOLIDAY LIGHTING

1. “Holiday Lighting” includes the display of lighting elements associated with a seasonal holiday or event. Holiday Lighting does not include any lighting elements that are used more than 60 days out of any calendar year. This policy is not intended to permit the use of holiday lights in everyday landscaping without submittal and architectural approval.
2. Any lighting that is displayed more than 60 days during any calendar year requires approval by the Architectural Committee and must be installed and maintained in accordance with the Association’s Architectural Guidelines.
3. Holiday Lighting may not be allowed to fall into disrepair and must be well maintained at all times displayed.
4. Holiday Lighting may not be installed more than thirty (30) days prior to the holiday or event and must be removed within thirty (30) days thereafter.
5. Holiday Lighting may only be displayed on an Owner’s separate interest private property.



# W O O D B U R Y

## CONTRACTOR RULES

Each Owner must ensure that any contractor he hires to perform work on his Lot or Condominium adheres to the following:

1. Unless otherwise exempted in the Master Declaration, each owner must cause the front yard, the exposed side yard and the rear yard to be fully landscaped in accordance with the plans and specifications approved by the Design Review Committee.
2. Contractor shall abide by all traffic safety rules and signs, posted and otherwise.
3. Vehicles and other equipment must be parked in such a manner so as not to block traffic or access to fire hydrants, driveways, or streets.
4. Contractors will not leave vehicles, containers, equipment, trash, construction debris or material on any street overnight.
5. Contractors must enclose the construction site of any unprotected pool by fencing or other means during construction and thereafter.
6. Contractors will not be allowed to have dogs or other pets in their vehicles or at the work area at any time.
7. Contractors will not place any soil, dirt, gravel or other like material on any street for any length of time without placing a plastic sheeting barrier below the equipment.
8. Street gutters are not used for cleaning workmen's implements. Runoff of any form (mud during rainy periods, cleaning of tools, paint, plaster and concrete residue) to the street is prohibited.
9. Portable toilets shall be located only on the Lot itself, five feet (5') off the property line, or in a location approved by the Design Review Committee. Portable toilets shall be screened from view and kept in a safe and sanitary condition.
10. Contractors will not place any trash dumpsters on any common area, Public Street or sidewalk areas. If trash dumpsters left on the street are reported to the management company, they are authorized to remove the dumpster from the street, at the homeowner's expense.

11. Contractors must comply with the City's Ordinance to perform work:

7:00 AM – 6:00 PM (or dusk)    Monday through Saturday

12. No construction on Sundays or Federal Holidays.

- \* New Year's Day            \* Labor Day    \* Memorial Day            \* Thanksgiving Day
- \* Independence Day       \* Christmas Day

13. Contractor must comply with the Master Declaration, Design Guidelines, the Environmental Documents, Woodbury Community Association Rules and Regulations and all applicable laws, ordinances, codes, regulations and other requirements applicable to the work being performed.



# W O O D B U R Y

## WOODBURY COMMUNITY ASSOCIATION

### Table of Contents ELECTION RULES

**Section 1. Application of Rules:** These rules shall apply to any meeting of the membership or solicitation of membership approval by a ballot vote.

**Section 2. Qualifications for Membership Voting:** Pursuant to the Association's governing documents, the Association has the following voting classes:

**Class A Members.** The Class A Members shall include all Owners other than Declarant and the Merchant Builders. Upon conversion of the Class B Membership, as provided in Article IV section 2 of the CC&Rs, Declarant and each Merchant Builder shall also become a Class A Member as to those Lots and/or Condominiums which they own and are paying assessments on. All Owners of Lots or Condominiums within the Association, other than Owners within Apartment Areas, are allocated one (1) vote for their respective Lot of Condominium.

**Class B Members.** The Class B Members shall be Declarant and the Merchant Builders. Each Class B Member shall be entitled to three (3) votes for each Lot or Condominium it owns and is paying assessments on.

**Class C Member.** The Class C Member shall be the Declarant. The Class C Member shall be entitled to elect a majority of the Board until the conversion of the Class B & C Membership, as provided in Article IV section 2 of the CC&Rs.

**Apartment Area Members.** The Owner of an Apartment Area that has been annexed into the Community shall be entitled to one (1) vote for every three (3) Apartments (or fraction thereof) located within such Apartment Area.

The record date for the purpose of determining Members entitled to notice and to vote at each annual election of directors is the final day of July immediately preceding each annual election.

The authenticity, validity and effect of all ballots shall be determined by the Inspector of Election on the night of any election. The polls for any vote of the membership shall be open from the date the Secret Ballot is mailed and close when the Inspector(s) of Election has determined that the ballots shall be counted, unless the Inspector determines another time for the polls to close.

**Section 3. Qualifications of Candidacy on the Board:** Pursuant to the Association's governing documents, any candidate for a position on the Association's Board of Directors must be either a Member in good standing or an agent of Declarant or of a Merchant Builder. "Good Standing" means that the Member has been current in the payment of Assessments for eleven (11) of the last twelve (12) consecutive months, and was not in willful violation of the Master Association Documents within the past twelve months.



## W O O D B U R Y

Nomination for election to the Board shall be made by a Nominating Committee. (Bylaws, Article V, Section 2.) The Nominating Committee shall consist of a Chairman, who shall be an officer of the Master Association, and two (2) Delegates. The Nominating Committee shall be appointed in accordance with the Bylaws to the extent that willing participants are available. In any event, any qualified candidate may nominate themselves to run for a director position. The Nominating Committee may make as many nominations for election to the Board as it shall deem appropriate. The Board shall establish a date for the close of nominations which is sufficiently in advance of the time necessary for the Secretary to call meetings of members in each Delegate District. Nominations for director may not be made at the meetings of the respective Delegate Districts, nor from the floor of the meeting of the Master Association. (Bylaws, Article V, Section 2.)

**Section 4. Solicitation Materials:** Every Candidate and Member shall have equal access to the Association mailings, newsletters, and website, if any access is provided, for the publication of view points reasonably related to any issue presented for membership vote.

**Section 4.1. Content:** The Association shall not edit or redact any content from these messages. The Candidate or Member offering any statement or commentary, and not the Association, is responsible for the content of any published statement or comments made.

**Section 4.2. Limitation on Publication Space Made Available:** So long as each Candidate and/or Member is provided the same opportunities for publication, the Association may restrict the availability of any publication by limiting the printing space made available or the number of words that will be included from each Candidate or Member included in the publication. In the absence of more restrictive limitations adopted by the Board for any particular matter, each Candidate and/or Member shall be limited to no more than 100 words for any one publication. The Board may, in its sole discretion, present a candidacy questionnaire with questions for all interested Candidates and/or Members to complete. If such a questionnaire is provided, then the Association will only print the answers to such questions and may impose a limitation upon the number of words for the response to any question presented.

**Section 5. Availability of Meeting Space:** Access to common area meeting space, shall be made equally available, at no cost, to all Candidates and/or Members desiring to use such space for any reason reasonably related to a membership vote. The Association may meet the requirements of this section by hosting a “Meet the Candidates Night”, or other such special meeting, so long as every Candidate and/or Member is provided with an equal opportunity to participate in the event.

**Section 6. Selection of Inspector of Election:** Prior to the presentation of any issue to the members for a membership vote, the Association shall appoint one (1) Inspector of Election. The Inspector appointed by the Board may be any person or entity other than: (1) a Director; (2) a Candidate; (3) a Director’s relations; or (4) a Candidate’s relations. The appointed Inspector of Election must be an independent third party and may include, but not be limited to, a Member of the Association or any person or entity employed by and receiving compensation from the Association.



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**Section 7. Meeting Conduct:** Any inspection of ballots shall be done at an open meeting of the membership or the Board of Directors. Any Candidate or Member may observe the count, but shall stand at least ten feet away from the Inspector. Candidates and/or Members may not disrupt, harass, cajole, touch or otherwise interfere with the Inspector of Elections while the count is taking place. Members or persons not specifically authorized to do so may not touch any secret ballot or other election materials. All ballots will be made available for inspection by any Candidate or Member during regular business hours at the Association's management office once the meeting is concluded. Any person violating this Section may be asked by the Inspector of Elections to leave the meeting to prevent further disruption.



# W O O D B U R Y

## NEIGHBOR TO NEIGHBOR DISPUTE POLICY

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the WOODBURY COMMUNITY ASSOCIATION on February 17, 2004. Nothing herein is intended to be construed as an attempt to relieve the Association or the Board of Directors from any of its duties under the Declaration of Covenants, Conditions and Restrictions for the WOODBURY COMMUNITY ASSOCIATION or any other Governing Documents of the Association. This Policy only establishes a prerequisite to Association involvement in certain, limited, "Neighbor to Neighbor Disputes".

### A. DEFINITIONS

1. "Neighbor to Neighbor Dispute" shall mean a dispute or complaint (s) lodged by one Lot Owner against another Lot Owner which, in the Board's sole discretion, does not impact the Common Area.
2. "ADR", shall mean Alternative Dispute Resolution; specifically, mediation or arbitration.
3. "Written Certification" shall mean a letter signed by the disputing parties, certifying that one party requested the other party to submit the dispute to ADR and, either ADR was completed or the other party refused to submit the dispute to ADR.

### B. POLICY TERMS

1. When a dispute or complaint is brought to the attention of the Board regarding interpretation of rights under, or enforcement of, the governing documents, the Board shall, at its next scheduled meeting, discuss the complaint or dispute and make a reasonable business judgment decision based upon the particular facts as to whether or not it constitutes a Neighbor to Neighbor Dispute.
2. If the Board finds that the complaint or dispute constitutes a Neighbor to Neighbor Dispute, it shall notify the parties of the Neighbor to Neighbor Dispute of its decision.
3. The parties to the Neighbor to Neighbor Dispute shall be required to attempt to submit their dispute to ADR prior to seeking association involvement in resolving the dispute. This may be accomplished by complaining party serving the other (responding) party(ies) with a Request for Resolution in accordance with California Civil Code Section 1354.
4. Upon receiving Written Certification that the parties first attempted to resolve the Neighbor to Neighbor Dispute through ADR, the Board shall determine whether a violation of the Declaration or governing documents exists which requires Association action, whether Association enforcement is required under the particular circumstances and, if so, the action to be taken in accordance with Association Notice and Hearing procedures.

**THIS POLICY SHALL BE INAPPLICABLE TO ANY COMPLAINTS OTHER THAN  
NEIGHBOR TO NEIGHBOR DISPUTES.**



# W O O D B U R Y

## VIOLATION ENFORCEMENT POLICY

**Enforcement of the Association's Governing Documents, including the CC&Rs and the Association's Rules and Regulations is an important function of the Board of Directors. The Board takes this obligation very seriously as the enforcement of the Governing Documents protects the community's property values and ensures that the community remains an attractive and desirable place to live. As such, violations of the Governing Documents are addressed by the Board as quickly as reasonably possible, and Owners who are in violation may find themselves facing a hearing, having to pay fines, or even facing litigation.**

**The following policy sets forth the process by which the Board will consider action when an Owner is in violation of the Governing Documents. While the Board would prefer to resolve matters informally, there may be times when more formal proceedings or even litigation is necessary to obtain an Owner's compliance and protect the other Members of the Association who voluntarily comply. Should litigation be required the Association will seek to recover all legal fees it incurs in pursuing the matter. As may be expected those fees are often substantial, and the Board would much prefer that Owners voluntarily comply with the Association's Governing Documents.**

1. All violations which are reported by individual homeowners must meet the following criteria:
  - a. Violation report must be in writing.
  - b. Party making complaint (no anonymous complaints) must sign violation report.
  - c. Violation report must identify individual in alleged violation either by name or address. Physical descriptions are not sufficient for identification of individuals. Automobile descriptions and or license plate numbers are also not sufficient for identification of individual in violation.

The Board may, but need not necessarily, send a courtesy notice to the homeowner advising the nature of the violation and a time limit to rectify the violation. If the Board elects to send a courtesy notice to the homeowner, failure to comply with the request to rectify the violation, or respond to the Board of Directors may result in a Notice of Hearing.

2. The Board may schedule a hearing and forward a Notice of Hearing to Owners it believes to be in violation. Any notice, requesting appearance on a specified date to be heard by the Board of Directors, shall be given at least fifteen (15) days prior to the hearing.
3. If the violation is confirmed at the hearing, then the Board of Directors may take any one or more of the following actions:
  - a. Levy a Compliance Assessment or monetary penalty in the amount of \$250.00 per violation for the first thirty (30) day period of each violation; \$500.00 per violation for the second thirty (30) day period of each violation; \$1,000.00 per violation for the third thirty (30) day period of each violation and a maximum of \$2,000.00 per violation for the fourth thirty (30) day period of each violation.



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- b. Suspend for up to thirty (30) days or condition the homeowner's right to use any recreational facilities the Association owns, operates or maintains commencing on a date in the future selected by the Board;
- c. Submit the matter to legal counsel for further action, including, but not limited to, commencement of the alternative dispute resolution process or filing of a civil lawsuit.

NOTE: The Board may determine to use alternative dispute resolution or cause correction of the violation to affect a cure. Owner shall be responsible for legal fees and/or reimbursement of costs to Woodbury Community Association.

NOTE: Should a violation occur which imposes a financial obligation on the Association; the party responsible for said violation shall reimburse, by way of a Damage Reimbursement Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other Association Property, repair and replacement costs will be charged to that party.

4. Hearing: The hearing shall be held before the Board of Directors in Executive Session. Additionally, the following protocol shall be observed:
  - a. At such hearing the Member so charged shall have the right to hear the charges and evaluate evidence concerning the alleged violation.
  - b. At the hearing, the Member shall have the right to present oral and/or written evidence concerning the alleged violation.
  - c. Hearings will not be rescheduled at the convenience of the Member accused of the violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.
5. Results: The results of the hearing, including any action to be taken, shall be delivered to the Member within fifteen (15) days following the date of the hearing.



**W O O D B U R Y**

**RULES AND VIOLATION REPORT**

Before the Master Association will pursue violations that cannot be viewed during an inspection of the Community (i.e., barking dog, noise nuisance, garage storage, etc.), **two** Owners representing two separate Lots or Condominiums must first register their complaint with the applicable public agency, if any, and also submit their complaint to the Association.

Please be as specific as possible to allow the Board to expedite the process in a timely manner. All alleged violations will be evaluated to ensure they are considered an infraction as defined by the Association's governing documents.

**REPORT FILED BY:**

Name: \_\_\_\_\_  
\_\_\_\_\_

Name:

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Date:

Signature: \_\_\_\_\_  
\_\_\_\_\_

Signature:

-----  
Name: \_\_\_\_\_  
\_\_\_\_\_

Name:

Address: \_\_\_\_\_  
\_\_\_\_\_

Address:

Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Date:

Signature: \_\_\_\_\_  
\_\_\_\_\_

Signature:

**VIOLATION INFORMATION:**

Name: \_\_\_\_\_  
\_\_\_\_\_  
(Alleged Violator's Name)

Address: \_\_\_\_\_

Phone:

(If Known)

**Description of alleged violation:**

\_\_\_\_\_  
\_\_\_\_\_



**W O O D B U R Y**

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(If additional space is needed, please use reverse side of form.)

**Dates and times alleged violation occurs?**

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**How often does the alleged violation occur?** \_\_\_\_\_



**W O O D B U R Y**

**PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

1. Introductions and hearing session procedures.
2. Statement of alleged violation by acting chairperson.
3. Invitee’s statement and presentation of oral or written evidence.
4. Review requirements, of the Master Association Documents.
5. Discussion and questioning of the invitee by the Board.
6. Questions and final statement by invitee.
7. Homeowner is thanked for coming and told that they will be notified of the Board’s decision within fifteen (15) calendar days.
8. Board ruling without Homeowner present.
9. Secretary instructed to render decision in accordance with the By-Laws.
10. Adjournment.

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Nature of Alleged Violation: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Board Ruling: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



# W O O D B U R Y

## Exhibit A: Open House Signs – Design Specifications

### Logo

Size: 6.375” x 6.375”

Position: 2.625” below the top, 1.1875” in from the right (Left Arrow Open House Sign)

Position: 2.625” below the top, 1.1875” in from the left (Right Arrow Open House Sign)

### Open House Text

Typeface: Avenir Heavy

Size: 180 point size text

Position: Center of the text block is 9.75” from the left (Left Arrow Open House Sign)

- Open baseline of the text 5.75” below the top.
- House baseline of the text 7.875” below the top.

Position: Center of the text block is 14.25” from the left (Right Arrow Open House Sign)

- Open baseline of the text 5.75” below the top.
- House baseline of the text 7.875” below the top.

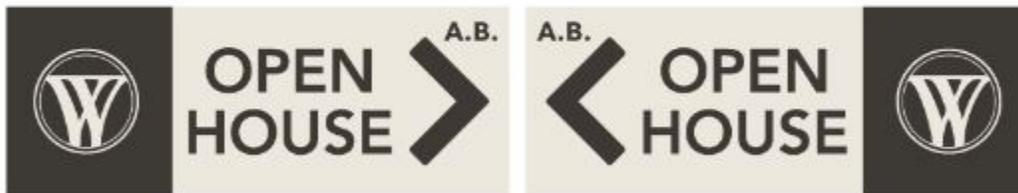
### Arrow Graphic

Size: 4.75” x 7.65”

Position: 2” from the top 1” from left (Left Arrow Open House Sign)

Position: 2” from the top 1” from right (Right Arrow Open House Sign)

9” x 24”





**W O O D B U R Y**

**Exhibit A: For Sale Sign – Design Specifications**

**Header (Logo)**

Size: 3.5” x 3.5”

Position: 0.375” below the top, 0.5” in from the left

**Header (For Sale)**

Typeface: Avenir Heavy

Size: 190 point size text

Position: 1” below the top, 1.125” in from the right

**Real Estate Office Body Text**

Typeface: Avenir Light

Size: 100 point size text. If the name is too long to fit on one line, size the text down and maintain a 1.5” margin from the left and right side of the sign.

Position: Center justified with the baseline of the text 6.625” below the top.

**Agent Name Body Text**

Typeface: Avenir Black

Size: 104 point size text. If the name is too long to fit on one line, size the text to have equal width as the Contact Number below.

Position: Center justified with the baseline of the text 8.725” below the top.

**Contact Number Body Text**

Typeface: Avenir Black

Size: 170 point size

Position: Center justified with the baseline of the text 11” below the top.

**12” x 18”**





W O O D B U R Y

Exhibit A: Colors



**Parchment**  
Pantone: Warm Gray 1C  
CMYK: 6, 6, 11, 0  
RGB: 237, 232, 222  
HEX: ECE8DD



**Charcoal**  
Pantone: Black 7 C  
CMYK: 65, 61, 65, 54  
RGB: 57, 51, 51  
HEX: 3D3935

12" x 18"

**FOR LEASE**  
COMPANY NAME  
**AGENT NAME**  
**000.000.0000**  
DRE#00000000

**FOR SALE**  
COMPANY NAME  
**AGENT NAME**  
**000.000.0000**  
DRE#00000000

9" x 24"

**OPEN HOUSE** **>**  
A.B.

**<** **OPEN HOUSE**  
A.B.