

THE VILLAGE OF  
**WOODBURY** | **EAST**

**RULES & REGULATIONS**

**PREPARED FOR**

**WOODBURY EAST**  
**COMMUNITY ASSOCIATION**

**RULES AND REGULATIONS**

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**AUTHORITY TO FORM RULES**

The Woodbury East Community Association Board of Directors is empowered to create and enforce Rules and Regulations in accordance with Article V, Paragraph 5.6 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 East 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 East.

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 East 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 XII 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.**

**COMMON AREA RULES AND REGULATIONS**

1. Use of the Master Association Property shall be subject to the provisions of the Master Declaration and the Rules and Regulations, and to any limitations imposed by any other Master Association Documents. Specifically
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 which will increase the rate of insurance on the Master Association Property or Maintenance Areas; or which will cause any fine or penalty to be imposed against the Master Association by any Public Agency.
3. 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.
4. Each Owner shall be liable to the Master Association, pursuant to the laws of the State of California, for any and all costs and expenses which may be incurred by the Master Association to repair any damage to the Master Association Property and/or Maintenance Areas which may be sustained by reason of the negligence or willful misconduct of said Owner, the members of his/her family, his/her lessee, tenants, or their respective guests or invitees, whether minor or adult. Any such costs and expenses shall be levied by the Board as a Damage Reimbursement Assessment against such Owner in accordance with the provisions of the Master Declaration.
5. No rubbish, trash, garbage, waste or recyclable matter shall be kept or permitted upon any portion of the community, except enclosed within sanitary containers located in appropriate areas and concealed from view.
6. Each Owner shall place all rubbish, trash, garbage, waste and recyclable material in closed containers approved by the applicable Public Agency. Such containers shall be exposed to view of neighboring Lots or Condominiums only when set out for a reasonable period of time (not to exceed twelve [12] hours before and after scheduled trash collection hours).
7. 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.

8. No water softener system of any kind shall be permitted on any Lot or Condominium, unless such system is designed, located, constructed and equipped in accordance with the requirements, standards and recommendations of all Public Agencies and the Design Review Committee.
9. The community is subject to all federal, state and local requirements of the National Pollutant Discharge Elimination System (“NPDES”) adopted pursuant to the Federal Clean Water Act. No Owner may dispose of hazardous waste, substance or material into any storm drain or other drainage device located anywhere within the community.
10. No hazardous waste, substance or material (as defined in any federal, state or local law, ordinance or regulation) shall be stored or permitted upon any portion of the community except in compliance with all applicable laws, ordinances and regulations of all applicable Public Agencies.
11. Community trash receptacles placed at various locations within the Woodbury East Master Association are there for the sole purpose of disposing of waste that is created within the immediate vicinity of said trash receptacle. At no time is it permissible for waste generated at a homeowners residence to be discarded in the community trash receptacles.
12. No Teaching/ Coaching/ Lessons – Members may not seek lessons, nor give lessons of any kind in the Tennis Court, Pool, Fitness Center or Basketball Court for profit. Instructors who are teaching lessons in Common Area Facilities are creating a liability to the Association.

**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. No Owner may rent or lease less than his/her entire Dwelling or rent or lease his/her Dwelling for transient or hotel purposes or for a period of less than thirty (30) days.
4. All rental and lease agreements shall be in writing and shall provide that the terms of such agreement shall be subject in all respects to the provisions of the Master Association Documents, and that any failure by the tenant or lessee to comply with the terms of the Master Association Documents shall constitute a default under such agreement.
5. 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. No Owner shall transfer any membership interest in the Master Association, except upon the transfer of the Lot or Condominium to which is appurtenant.
6. No Dwelling shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storage, vending or other nonresidential purposes.
7. Any Owner of a Lot or Condominium in the community may maintain a home-office and conduct business activities there from on the following conditions: (i) there is no external evidence of such activity; (ii) such activities are conducted in conformance with all applicable governmental ordinances; (iii) the patrons or clientele of such activities do not visit the Lot or Condominium or park automobiles or other vehicles within the community; (iv) the existence or operation of such activities is not apparent or detectable by sight, sound or smell from outside of the boundaries of the Lot or Condominium; (v) no such activity increases the liability or casualty insurance obligation or premium of the Declarant, any Merchant Builder and/or the Master Association; and (vi) such activities are consistent with the residential character of the community and conform with the provisions of the Master Declaration.

PARKING RULES

1. Certain streets within the community are private streets. Curbside parking along these streets is restricted in certain areas.
2. Parking is never permitted along any portion of a street designated as a fire lane.
3. No Owner shall park, store or keep on any portion of the Master Association Property, on his lot or condominium or on any private street or parking lot within the community: (1) any large commercial type vehicle (truck of greater than one and one-half (1.5) ton capacity and/or any vehicle with a sign displayed on any part thereof advertising any kind of business or with racks, materials, and/or tools visible or with body type normally employed as a business vehicle) (2) any recreational vehicle (including, but not limited to, campers, motor homes, trailers, boats, aircraft, mobile homes or other similar vehicles); or (3) any oversized vehicle that exceeds seven feet (7') in height, seven feet (7') in width and nineteen feet (19') in height, (e.g. a limousine) except for purposes of loading, unloading, making deliveries or performing emergency repairs; but never for a period exceeding twelve hours.
4. An Owner may park any standard passenger automobile (including vans and similar vehicles up to and including one [1] ton when used for everyday transportation) within his/her respective garage, on the side of the street if permissible, or in his/her driveway; provided, however, in no event shall any vehicle extend into the sidewalk or beyond the curb line, or impede access over any street. No vehicle may be parked on the street or in a designated parking space for a period longer than ninety-six (96) hours without being moved. Any vehicle in violation of the foregoing 96 hour rule are subject to tow at the Owners expense.
5. Except with respect to those portions of garages that have been converted to accessory dwelling units (as defined in California Government Code Section 65852.2(j)(1) or junior accessory dwelling units (as defined in California Government Code Section 65852.22(h)(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.
6. No Owner shall conduct major repairs to any vehicle of any kind whatsoever upon the Master Association Property on his/her Lot or Condominium, on any public street or elsewhere in the community, except for emergency repairs thereto and then only to the extent necessary to enable the vehicle to be moved to a proper repair facility.
7. All garage doors shall remain closed at all times, except as reasonable required for entry to and exit from the garage.
8. Except for the private streets and any other areas expressly authorized and regulated by the

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Master Association for vehicular use, no vehicles of any kind shall be operated, maintained, repaired or otherwise used on, over or across the other portions of the Master Association Property.

9. The Parking Lot at the Palm Club is for use by residents and their guests only using the Common Area facilities and will be open for parking Sunday through Thursday from 6:00 AM to 10:00 PM, and Friday and Saturday from 6:00 AM to 11:00 PM. Any vehicle parked in the lot outside the foregoing hours is engaging in unpermitted public parking and may be removed at the vehicle owner's expense."

**PET RULES**

Please refer to Article XII, Section 12 of the Master Declaration of the Woodbury East Community Association.

1. An Owner may keep within his/her respective Lot or Condominium: (i) common domesticated household animals (e.g., dogs, cats, birds or fish), or (ii) subject to prior Board approval as provided herein, an “exotic animal.” Any Owner desiring to keep an “exotic animal” within his/her Lot or Condominium shall make prior application to the Board for permission to keep an exotic animal. An “exotic animal” shall mean the type of snake or reptile which can grow to a length longer than two (2) feet, any form of livestock, any type of spider, any animal which is poisonous or which would pose a risk of harm to any person or to a common domesticated household animal if such exotic animal escaped from its respective Lot or Condominium, or any other animal (other than a common domesticated household animal) which is designated by the Board, as constituting as an exotic animal.
2. The Board may, in its sole discretion, approve or disapprove such application, and may also impose such conditions upon the right to keep an exotic animal as the Board may deem appropriate, including, without limitation, requiring the Owner to construct a secure enclosure to prevent the animal from escaping, to give written notice to other Owners of the presence of such exotic animal, to obtain additional liability insurance, to reimburse the Master Association for costs incurred by the Master Association as the result of the animal escaping, etc.
3. In all cases, animals may only be kept in accordance with applicable City ordinances and codes, and may not be kept, bred or maintained for any commercial purpose or in unreasonable numbers as determined by the Board, from time to time.
4. Each Owner shall be responsible for cleaning up any excrement or other unclean or unsanitary condition caused by his/her animal(s) anywhere within the community.
5. All animals must be kept either within an appropriate enclosure, or the yard or patio, or on a leash held by a person capable of controlling the animal.
6. Every person keeping an animal within or bringing an animal into the community shall be liable pursuant to the laws of the State of California to any and all persons for any injury to persons or damage to property caused by such animal.

## **RECREATION FACILITIES RULES and REGULATIONS**

### **Sub-Index**

**Pool and Fitness Room Keys**

**Guest Policy**

**Rental of Facilities**

**Swimming Pools**

**Neighborhood Parks**

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### **Facility Key Fobs**

Key fobs are to be passed from owner to owner through the escrow process. Homeowners were originally issued two (2) key fobs. Replacement of lost key fobs must be obtained through the current management company with payment made to Woodbury East Community Association. Homeowners may have up to four (4) key fobs assigned to their property at any time. The replacement cost is \$50.00 per key fob. The lost key fob(s) will be electronically deactivated. Amenities that require the use of the key fob for entry are for the use of homeowners only and are not available for use by the apartment community, with the exception of the tennis court.

### **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. The Woodbury East Clubhouse **may** be rented for member use.
2. The specific rules pertaining to the rental of the Clubhouse will be created prior to the completion of the Woodbury East Clubhouse Facility and may be obtained by contacting Professional Community Management.
3. Rental of the facility must be requested by the member at least seventy-two (72) hours in advance.
4. When an area is reserved for rent, the reserved area will be off limits to others not participating in the event.
5. Rental of the Clubhouse will only be available to members of The Woodbury East Community Association.

6. The Woodbury East Community Association will reserve the right to rent certain facilities to individuals or groups that are not members of the Association if the Association believes that said rental will not cause an unreasonable reduction of members enjoyment of the facilities.

**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 is on a first come first serve basis unless a facility is reserved in advance.
3. There will be no lifeguard on duty. Use 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.
4. An adult must accompany and actively monitor children under the age of 14.
5. Infants and children that are not toilet trained are not allowed in the POOLS without appropriate swim diapers.
6. Children under the age of 14 are not allowed in the spa unless accompanied by an adult.
7. The wading pool is for children 5 years of age and younger.
8. All children in the wading pool area **MUST BE UNDER THE DIRECT SUPERVISION OF AN ADULT AT ALL TIMES.**
9. 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.
10. All swimmers must wear a bathing suit. No ragged-edged garments are allowed. Nudity is prohibited.
11. Any individual with a contagious malady or open sores may not use the POOLS.
12. For shoulder length hair or longer, it is recommended that hair be tied back, braided or a cap worn (hair clogs the drains).
13. No running or horseplay on facilities deck.
14. No horseplay in the POOLS. Hanging on lane lines is strictly prohibited.
15. No ball/Frisbee or object throwing in or around the POOLS.

16. No gum in the POOLS.
17. No eating food or drinking in any of the POOLS.
18. 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.
19. No skateboards, bicycles, tricycles, skates, razors, rollerblades or other wheeled equipment are allowed inside the fenced areas.
20. No bottles or other glass containers/objects inside the fenced area.
21. No pets inside the fenced area.
22. No unduly loud or disturbing noise inside the fenced area.
23. No amplified music permitted within inside the fenced area.
24. No diving from benches, tables, or other facility structures inside the fenced area.
25. No rafts, inflatable toys, boogie boards, diving rings or other like toys in the POOLS.
26. No smoking inside the fenced area.
27. Persons intoxicated or under the influence of alcohol or drugs are not permitted in the POOLS.
28. No pool furniture in the POOLS.
29. 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 the damage and may be subject to additional fines or penalties deemed necessary by the Woodbury East Community Association. Members are also responsible for damage by their guests.
30. All gates must remain closed and locked at all times. DO NOT obstruct gates with chairs or other items to keep gates open.
31. Tampering with POOL equipment, gate locks or machinery at the POOL areas is prohibited. Members caught tampering will be subject to fines.
32. Jumping the fence to any gated facility is prohibited
33. The Woodbury East Community Association may turn off the heat to individual pools during the winter season.

### Neighborhood Parks

1. 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.
2. All persons must play with care and consideration of others.
3. Pets are not allowed in the playground area.
4. No jumping from swings or play structures.
5. 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.

### Sports Courts

1. Basketball Courts are available on a first come-first serve basis. Tennis Courts require reservation through the Community's Reservation Website.
2. While others are waiting, sessions are limited to thirty (30) minutes for groups of two and sixty (60) minutes for larger groups.
3. Play on the sport courts is not available for any person who is under the influence of alcohol or any drugs.
4. Pets are not permitted on the sport courts at any time.
5. Proper shoes are required at all times.
6. It is the players' responsibility to ensure that the play area is free and clear of all dangerous objects.
7. 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.
8. 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.
9. Esparanza Apartment Communities residents: Fobs for access to the tennis courts are available for checkout with the Esparanza Apartment office.

**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 address and telephone number.
3. All signs shall comply with the City of Irvine Municipal Codes regarding signs and any other applicable governmental ordinances.
4. 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 8 of the Master Declaration.

**“FOR SALE” SIGN REGULATION**

Article XII 12.5 of the Master Declaration and the City of Irvine regulate all signs in Woodbury East 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, location, and quantity.
2. Signs are to conform to the following:
  - (a) The total sign area shall be contained within a 14 ½" x 14 ½" square area.
  - (b) The top of the sign shall not exceed 2'9" above ground level.
  - (c) Primary Text Color: Brown
  - (d) Primary Text Font: “Waters Tilting”
  - (e) Secondary Text Color: Brown
  - (f) Secondary Text Font: “Centar”
  - (g) Background Color: PMS5793
  - (h) Pole Color: Black
3. The sign must be professionally prepared on weather-resistant material. A brochure box may be attached to the bottom of the sign.
4. Only one sign is permitted per dwelling unit. Only one additional "rider" sign showing the word "Sold" is permitted. The “Sold” rider can not exceed 14 ½” wide by 5” tall.
5. 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.
6. Homes featuring "Open House" activities are not permitted to display flags, banners, balloons, or "makeshift" signs and must comply with the "[Open House](#)" signage rules.
7. No signs are permitted on Woodbury East Community Association property except for one "Open House" directional sign per unit at intersections; however, in no case can there be more than one "Open House" directional sign per corner.
8. Signs other than Woodbury East approved signs will be removed from the common area property and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time.
9. Developer is exempt from these restrictions during the entire sales phase.

**"OPEN HOUSE" SIGNAGE ON COMMON AREAS**

Article XII of the Master Declaration and the City of Irvine regulate all signs in Woodbury East 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:
  - (a) The total sign area shall be contained within a 14 ½" x 14 ½" square area.
  - (b) The top of the sign shall not exceed 2'9" above ground level.
  - (c) Primary Text Color: Brown
  - (d) Primary Text Font: "Waters Tilting"
  - (e) Secondary Text Color: Brown
  - (f) Secondary Text Font: "Centar"
  - (g) Background Color: PMS5793
  - (h) Pole Color: Black
3. The Owner of the sign shall identify the sign as his/hers in an area no larger than 2" x 3".
4. Only one sign (in total) per corner. 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. No riders or flags are permitted.
7. "Open House" signage may be posted on Thursdays, Saturdays, and Sundays only and at a frequency of one weekend per month maximum..
8. Signs not complying with policy will be removed by Woodbury East Community Association and stored at a central location for pick up by the real estate agent or owner within a reasonable amount of time.
9. The Owner of the property of sale is solely responsible for adherence to this and all Woodbury East Community Association policies and guidelines.
10. Property Owners not complying with this policy will be subject to Woodbury East Community Association enforcement procedures.

**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. Contractors will not place any portable toilet on any property within the community that is visible from any common area or other lot.
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 East Community Association Rules and Regulations and all applicable laws, ordinances, codes, regulations and other requirements applicable to the work being performed.

**NEIGHBOR TO NEIGHBOR DISPUTE POLICY**

This Neighbor to Neighbor Dispute Policy was duly adopted by the Board of Directors of the WOODBURY EAST COMMUNITY ASSOCIATION on December 3, 2009. 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 EAST 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.**

**VIOLATION ENFORCEMENT POLICY**

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.
2. Notice shall be sent to the homeowner advising the nature of the violation and a time limit to rectify the violation.
3. Failure to comply with the request to rectify the violation, or respond to the Board of Directors shall result in a Notice of Hearing. Such notice, requesting appearance on a specified date to be heard by the Board of Directors, shall be at least ten (10) days prior to the hearing.
4. If the violation is sanctioned at the hearing, then the Board of Directors may take one of the following actions:
  - a. Levy a special assessment or penalty in the amount of \$75.00 for the first thirty (30) day period of any continuing infraction; \$125.00 for the second thirty (30) day period; \$175.00 for the third thirty (30) day period and a maximum of \$225.00 for the fourth thirty (30) day period.
  - b. Suspend said homeowner's voting privileges;
  - c. 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;
  - d. Submit the matter to legal counsel for further action. This will take place in accordance with California Civil Code 1354 and the rules of the American Arbitration Association.
5. 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 present oral and/or written evidence and confront and cross-examine witnesses. (Request to confront and cross-examine witnesses must be received by the Association in writing at least 7 calendar days prior to the hearing date.)
  - b. Hearings will not be rescheduled at the convenience of the Member in alleged violation. Members who do not choose to attend the hearing may submit written evidence for Board consideration.

Results: The results of the hearing, including any action to be taken, shall be delivered to the Member within ten (10) calendar days following the date of the hearing.

**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 and then 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 legal documents.

**REPORT FILED BY:**

Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

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Name: _____	Name: _____
Address: _____	Address: _____
Phone: _____ Date: _____	Phone: _____ Date: _____
Signature: _____	Signature: _____

**VIOLATION INFORMATION:**

Name: _____	Address: _____	Phone: _____
<small>(Alleged Violator’s Name)</small>		<small>(If Known)</small>

Description of alleged violation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Dates and times alleged violation occurs? \_\_\_\_\_

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

**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 (10) calendar days.
8. Board ruling without Homeowner present.
9. Secretary instructed to render decision in ordinance of By-Laws.
10. Adjournment.

**DOCUMENTATION**

Name of Invitee: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**WOODBURY EAST COMMUNITY ASSOCIATION PANDEMIC RESPONSE RULES**

The following Facility Use Rules are intended to make Association facilities accessible to the membership while promoting good hygiene and proper social distancing. Please understand that the risk of infection associated with COVID-19 is an unknown and, while the Association is taking precautions to minimize the risk, there is no way for the risk to be completely eliminated. Thus, please understand that the **USE OF ALL ASSOCIATION FACILITIES IS AT YOUR OWN RISK!** Also, please understand that the Association's ability to keep its facilities open and to mitigate the risk related to COVID-19 is dependent upon everyone working together with social distancing and doing their part to keep everyone as safe as possible.

**Basketball Court Rules**

1. Anyone using the basketball court is required to adhere to all the rules contained herein, as well as existing rules that do not conflict.
2. No person may access the basketball court that is sick, that has a fever or a confirmed case of COVID-19. Any person visiting the basketball court should use hand sanitizer regularly.
3. Access to the basketball court is restricted to residents and their household only. Guests are not permitted to use the Association facilities at this time.
4. Only residents of the same household may use the court at any time.
5. Residents are required to respect the instructions of any Association agents, including security, relating to when the facility is open or closed, as well as any instructions pertaining to proper hygiene or social distancing.
6. All residents accessing the facility are required to bring either disposable sanitary wipes or similar cleaning materials to use on any surfaces in the basketball court area that the resident intends to come into contact with (e.g. to disinfect the basketball hoop handle before use). Residents are encouraged to wipe down equipment and/or furnishings both before and after each use as a courtesy to neighbors.
7. Residents are required to maintain the minimum safe distance as currently required by the CDC between themselves and any other resident or group. Residents should be respectful of the sentiments of neighbors relating to social distancing.

**Fitness Center Rules**

1. Anyone using the fitness center is required to adhere to all the rules contained herein, as well as existing rules that do not conflict.
2. No person may access the fitness center that is sick, that has a fever or a confirmed case of COVID-19. Any person visiting the fitness center should use hand sanitizer regularly.
3. Reservations are required on [www.woodburyeasthoa.org](http://www.woodburyeasthoa.org) for a maximum of 1 hour per day.
4. Capacity of the fitness center is restricted the guidelines set by the State of California, County of Orange, or City of Irvine, whichever is more restrictive.
5. Residents are required to respect the instructions of any Association agents, including security, relating to when the facility is open or closed, as well as any instructions pertaining to proper hygiene or social distancing.
6. All residents accessing the facility are required to bring either disposable sanitary wipes or similar cleaning materials to use on any surfaces in the fitness center that the resident intends to come into contact with (e.g. to disinfect the fitness equipment and door handles before use). Residents are encouraged to wipe down equipment and/or furnishings both before and after each use as a courtesy to neighbors.
7. Residents are required to maintain the minimum safe distance as currently required by the CDC between themselves and any other resident or group. Residents should be respectful of the sentiments of neighbors relating to social distancing.

**Pool Rules**

1. Anyone using the pool is required to adhere to all the rules contained herein, as well as existing rules that do not conflict.
2. No person may access the pool area that is sick, that has a fever or a confirmed case of COVID-19. Any person visiting the pool area should wash their hands or use hand sanitizer regularly.
3. Access to the pool area is restricted to residents and their household only. Guests are not permitted to use the Association facilities at this time.
4. Only residents of the same household may use the spa at any time, if this is violated, the spa may be closed, without notice.
5. Any portion of the facility that is closed (e.g., BBQ, furnishings) may not be accessed or used at any time.
6. Capacity of the pool is restricted the guidelines set by the State of California, County of Orange, or City of Irvine, whichever is more restrictive.
7. Residents are required to respect the instructions of any Association agents, including security, relating to when the facility is open or closed, as well as any instructions pertaining to proper hygiene or social distancing.
8. All residents accessing the facility are required to bring either disposable sanitary wipes or similar cleaning materials to use on any surfaces in the pool area that the resident intends to come into contact with (e.g. to disinfect the door handle before entry). Residents are encouraged to wipe down equipment and/or furnishings both before and after each use as a courtesy to neighbors.
9. Residents are required to maintain the minimum safe distance as currently required by the CDC between themselves and any other resident or group. Residents should be respectful of the sentiments of neighbors relating to social distancing.
10. All pool furniture has been removed to reduce the number of surfaces being shared by residents of different households

**Tennis Court Rules**

1. Anyone using an Association facility is required to adhere to all of the rules contained herein, as well as existing rules that do not conflict.
2. SINGLES PLAY ONLY! Doubles play is prohibited to promote 6' distancing.
3. Reservations are required on [www.woodburyeasthoa.org](http://www.woodburyeasthoa.org)
4. While waiting for courts, please stand 6 feet from entrance and exit gates.
5. No congregating or lingering on or near the courts before or after play.
6. Non-tennis activities on tennis courts are prohibited.
7. Do not play if you are exhibiting any illness symptoms or have been in contact with someone with COVID-19 throughout the last 14 days.
8. Any person visiting the facility should bring their own hand sanitizer or sanitizing wipes to disinfect their hands and any surfaces that are touched during the play.
9. The USTA and the USAPA also recommend the following:
  - a. Play with a new ball and rotate new ones into play when possible.
  - b. Avoid use of your hands to pick up balls when possible.
  - c. Consider numbering/markings and picking up your own ball only.
  - d. Do not share racquets or personal equipment.
  - e. Stay on your side of the court; avoid changing ends of the court.
  - f. Remain apart from other players when taking a break.
  - g. Avoid physical contact such as handshakes or high fives.
  - h. Avoid touching gates, fences, benches, and other court amenities.

Notes:

- These rules are intended to temporarily supplement existing basketball court rules. Where there is a conflict between the existing rules and the temporary rules, the pandemic response rules prevail.
- The facilities may be closed at any time without notice if an outbreak occurs.