



***RULES AND REGULATIONS WILL BE  
ESTABLISHED AS THE  
BOARD OF DIRECTORS  
DEEMS NECESSARY.***



Approved by Board on August 3, 1998

## WOODCREEK OAKS COMMUNITY ASSOCIATION

# *Rules and Regulations*

### WELCOME TO ST. ANDREWS AND KENSINGTON GREENS

As an owner of a home in St. Andrews or Kensington Greens, you are a member of the Woodcreek Oaks Community Association. In time, you may choose to run for a seat on the Board of Directors or serve on a Committee. The Board of Directors is responsible for enforcing and implementing the Articles of Corporation, Bylaws and the Covenants, Conditions and Restrictions (CC&R's) of Woodcreek Oaks. While the following pages include some useful information as a handy reference, you are urged to read your governing documents in their entirety.

A resident of Woodcreek Oaks owns the residential structure and his/her lot. The common area consists of all areas outside the Owners' lots and is owned and administered by the Association. What this means is that individual preferences are subordinated to the overall effort to create and maintain the natural beauty and peaceful quality of our community. It is for this reason that all plans for architectural and major landscaping changes require the approval of the Architectural Control Committee (ACC) and compliance with the CC&R's to maintain architectural integrity. The Association has maintenance and replacement responsibilities in the common areas as outlined in the CC&R's. The Association has no responsibility to repair, replace or insure residential structures or other lot improvements.

### WOODCREEK OAKS BOARD OF DIRECTORS

The affairs of Woodcreek Oaks Community Association are managed by a Board of Directors consisting of five members. At each general membership annual meeting, homeowners elect directors for a term of two years. Terms are staggered to promote continuity. Directors do not receive compensation for any service rendered to the association and are reimbursed for actual expenses incurred in the performance of their duties. The Board meets regularly and all board meetings are open to all Association members. The dates and locations of meetings are publicly announced.

**LANDSCAPING:**

**Existing Oaks:** The intent of the following provisions is to maintain and preserve the native oak trees within the Woodcreek Oaks community. Preservation of these trees adds to the esthetic and overall value of your property in addition to adjacent lots. In some circumstances, these trees provide a reduction in utility costs. The native oak tree found most often in Woodcreek Oaks is the Blue Oak.

Because of the intent of the provisions, no tree having a trunk measuring six inches (6") or greater at ground level shall be removed without prior approval of the ACC.

Growing lawns beneath oak trees is not permitted since lawns typically produce excess water and poor drainage for the oak. This is avoided by using mulch in the oak root zone. The root zone must be free of weeds. Tree houses may not be built in the Native Oak trees.

For additional information on caring and maintaining the health of your oaks refer to Appendix A.

**Permanent landscaping:** If an Owner acquires his/her Lot without landscaping already installed or imminently to be installed in the front yard and side yard area or the rear yard of a lot visible from the Woodcreek Golf Club by the Declarant or Builder, the Owner shall be responsible for completing the landscaping within 180 days from such Owner's acquisition of the Lot. If an Owner is required to do such landscaping and fails to do it within such 180 days, the Association may complete the landscaping and charge the Owner for the cost thereof.

Landscaping shall complement the existing trees and topography of Woodcreek Oaks. Landscaping shall be of a high quality. Sparse landscapes are discouraged, except beneath the canopies of existing trees.

Plant material should be carefully selected to thrive based on temperatures, wind, sun exposure, soil conditions and water requirements. Trees shall be planted a minimum of five feet (5') from property lines. All front yards shall be landscaped to street edge. Care shall be taken in the siting of trees and shrubs to maintain vehicle site lines.

Permanent landscaping shall be installed in the rear yard areas within six (6) months of recording a Notice of Completion for the residence. If a homeowner is unable to meet this requirement due to extreme seasonal conditions the landscaping must be completed no later than twelve (12) months of recording. Lots that have native oak trees in the rear yard may maintain the areas beneath the tree within the drip line in its natural state.

The Owner shall maintain the landscaping and shall provide such watering, mowing, pruning, replacing and additional planting as is appropriate to the Front and Rear Yard Area. The Owner is expected to keep the landscaping attractive and free from overgrowth and weeds.

**Failure to Maintain and Repair** If an Owner fails to maintain landscaping (such as weed control, mowing, watering) and repair of Lot, the Committee may notify said Owner of the work required to comply and request that it be done not more than ten (10) days from the giving of such notice. If the Owner fails to carry out such maintenance or repair within the time period, the Board of Directors or Architectural Control Committee may exercise the rights set forth in the Declaration.

**Exterior lighting:** Lighting is encouraged to highlight architectural or landscape features as long as light glare is minimized on adjacent residences. Lighting of sports courts is prohibited. Lighting that exceeds 65 watts (per fixture) including security lighting needs to be submitted to the Architectural Control Committee prior to installation. The application should include the lighting specifications, a picture (or brochure) of the appearance of the light(s) and the proposed location.

## FRONT YARD AREA

**Front yard and courtyard accessories:** Park Benches and Chairs. These are allowed only if they are placed in the courtyard on concrete sidewalks and/or pads. They must be made of material that is weatherproof and is neutral in color to keep with the tones in the area. Folding chairs, webbed patio chairs or hammocks are not allowed. Furniture must be of high quality and well maintained.

**Front door and Porch Ornamentation:** Seasonal or permanent front door decorations are permitted e.g., wreathes, dried flowers, etc. All decorations, other than holiday, are expected to conform in color to the surrounding homes.

**Seasonal Decorations:** Seasonal decorations for holidays such as Christmas, Halloween, etc. are permitted, but it is with the understanding they will be taken down no more than 21 days after the holiday is over.

**Potted Plants:** Owners are required to maintain their potted plants and replace them immediately when or if they die. The containers used must be of weatherproof material, such as redwood, clay, ceramic, etc., and must be in colors that compliment the existing color scheme of the neighborhood homes.

**Screen Doors:** Screen doors are not permitted to be installed on a door visible to public view.

**Trash Bins:** Trash bins can be set out on the Woodcreek Oaks streets the evening before trash pickup and the bins are to be removed from the streets the day of trash pickup. At all other times, trash bins must be kept out of public view including neighbors.

**Basketball Standards:** No basketball standards or fixed sports apparatus shall be attached to any residence, garage, or driveway. Recognizing the popularity of basketball as a sport shared by many, the association will allow Owners to use portable hoops outside under the following conditions:

- The hoop must be kept in good condition and must not damage landscaping.
- No permanent poles are allowed in the ground.
- All hoops must be positioned no more than halfway down the driveway.
- Residents cannot play on the sidewalk or in the street.
- As a consideration to neighbors, basketball standards must be stored out of public view shortly after sunset. Discretion should be used when playing to not disturb any neighbor or their property.
- The association reserves the right to rescind its approval of the hoop if the hoop creates a nuisance, such as traffic disruptions and noisy late night basketball games.

## LEASES

**Leases:** The owner shall provide to the association the name and telephone number of all tenants. The association shall also be provided with the owner's mailing address and telephone number. The owner shall inform the tenant of the CC&R's and the Rules and Regulations governing Woodcreek Oaks Community Association and provide a copy of said documents. The Owner is responsible for all violations of the tenant.

## GARAGE SALES

**Garage Sales:** Garage sales are not permitted in Woodcreek Oaks Community Association. It is the association's intention to allow community garage/block sales. If there is an interest expressed to the Board of Directors and an Owner volunteers to serve as Coordinator of the garage/block sale it may be allowed..

## ARCHITECTURAL CONTROL

After initial development, it is intended that the Development is maintained in the same condition and appearance as originally developed by Declarant or any Builder. No building, fence, awning, exterior window covering, exterior lighting, shed, swimming pool, spa, flag pole, satellite dish, solar panel, television or radio pole, or other exterior fixture shall be constructed, erected or maintained on any Lot or any structure on it if such fixture is visible from any street, common area or golf course within the Development unless the same has first been reviewed and approved as to size and placement by the Architectural Control Committee (ACC).

**AN IMMEDIATE FINE OF \$100.00 WILL BE ASSESSED TO OWNER IF THERE IS A VIOLATION OF THIS RULE.**

### PRIMARY STRUCTURE:

The primary structure is the main structure (home) which is occupied by the residents. It is the only structure that is allowed for living. Any new construction or remodeling must get ACC approval and conform to the guidelines below. This includes replacement of existing structures due to natural disaster, fire, etc.

- Must have at least 2200 square feet of living space
- Must have a tile roof
- Must have at least a three car garage
- Must have at least 75 percent of its exterior wall of "stucco" or equivalent construction.
- Must have a color, finish and style consistent with existing homes.

### AUXILIARY STRUCTURE:

An auxiliary structure includes, but not limited to sheds, shops, storage structures, detached garages, pool houses, etc. General guidelines for auxiliary structures are intended to limit size and appearance to be consistent with the lot size and look of the community. All structures are subject to approval of the ACC. Exceptions may be granted only if the owner makes a good case for exceeding the guidelines.

- The footprint of the structure should not exceed 1.5% of the total lot area.  
For example a ¼ acre lot (about 11,000 sq. ft.) could allow for a shed that is no larger than about 12 feet by 14 feet (or 165 sq. ft).
- The roof must be covered with tile that is the same or equivalent to the roofing on the primary structure.
- The roof must have a pitch equivalent to the primary structure.
- The exterior walls must be the same color as the primary structure
- The structure must have at least one window if it is larger than 10 feet by 10 feet
- The structure must be one story
- The lowest point on the roof must be no higher than 9 feet above the average grade of the ground.  
The intent of this requirement is to limit very tall single story structures.
- The structure must meet all city set back requirements. It must be at least five feet from property line.
- The structure may not block the view of any adjacent lot (particularly views to the golf course).

Auxiliary structures with footprints smaller than 10 feet by 10 feet and six feet in height are pre-approved and do not require ACC review. The structure must comply with the basic requirements of aesthetic and maintenance. Neutral colors and inconspicuous locations are recommended.

**Approved by Board on August 3, 1998**

condition landscaping on those portions of the Lot which are visible from Neighboring Lots, the street which fronts said Lot and the Golf Course. Such maintenance and repair shall be of high quality. Without limiting the generality of the foregoing, each Owner's repair and maintenance obligations shall extend to and include painting, repairing, replacing and caring for roofs, fences, exterior building surfaces, exterior, glass surfaces, exterior doors, and the maintenance of all landscaping.

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After such statement by the President or other Board member, the Owner may make a statement in response.

After the Owner has presented his or her statement in response to the Board's presentation, either party may present evidence and information bearing upon the matter, including statements of witnesses the examination and/or cross-examination of witnesses, exhibits and other materials and documentation. The Board shall first have the opportunity of presenting relevant evidence and information; then the Owner will have such opportunity; and finally the Board will have an opportunity to present further evidence and information in rebuttal.

The hearing need not be conducted according to technical rules and procedures relating to evidence and witnesses. Any relevant evidence or information shall be received by the Board as long as it is the sort of evidence or information that tends to shed light on the particular matter involved, to facilitate the Board in determining the truth of the matter and coming to a fair decision, and on which responsible persons are accustomed to rely in the conduct of serious affairs.

Not later than ten (10) days after the conclusion of the hearing, the Board shall mail or deliver to the Owner its written determination setting forth its decision and the reasons for it and, if a sanction is to be imposed, the nature and amount thereof, and the date on which the sanction shall be effective.

The Board has included a schedule of reasonable fines and penalties for particular offenses that are common or recurring in nature and for which a uniform fine schedule is appropriate. A late charge for delinquent Assessments or costs of collection may be added to an Owner's total Assessment obligation and may be enforced by the Association.

In the event of a second violation by a Owner of the same provision, the Board may impose an increased fine not to exceed an amount equal to twice the amount of the special assessment last imposed for that violation.

In the event of a continuing violation of the same Rule (i.e., if the Owner has not ceased the violation within thirty (30) days after the effective date of any previous sanction imposed by the Board for that violation) there shall be deemed to have been an additional and separate and additional special assessment.

In addition to the imposition of monetary fines in accordance with the foregoing Fine and Special Assessment Schedule, the Board of Directors may impose other sanctions or invoke other remedies, including suspension of members' voting rights and/or initiation of legal action, including recovery of costs and attorney's fees incurred in enforcement actions.

Approved by Board on August 3, 1998

**FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PRE-FILING REQUIREMENTS OF SECTION 1354 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.**

Should the Association or an individual member wish to file a lawsuit for enforcement of the Association's governing documents, the law requires the Association or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit. Failure to file this certificate can be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certificate when (1) one of the other party to the dispute refused ADR prior to the filing of the complaint, (2) preliminary or temporary injunctive relief is necessary, or (3) the statute of limitation period filing the suit will expire within 120 days of the lawsuit being filed. Each of these exceptions, however, must also be certified in writing to avoid the Court dismissing the action.

In any lawsuit to enforce governing documents, while the prevailing party may be awarded attorney's fees and cost, under Civil Code Section 1354, the Court may consider a party's refusal to participate in ADR prior to a lawsuit being filed when it decides the award.



**Approved by Board on August 3, 1998**

The application of lawns or any other landscaping that requires irrigation is very highly discouraged by all experts, beneath the drip line of native oaks. The Blue Oak species (found in our community) are particularly susceptible to Oak Root Fungus in the summers. The effects may not be seen for 10 to 20 years after irrigation has been installed. At this time there is no cure and the tree will die. Removal of the water source may prolong the life of the tree.

In some cases, drip irrigation may be placed beneath the oaks, assuming it does not water more than once a month. In no case should irrigation or plantings be placed within ten feet of the base of the trunk.

Compaction of soil around the oak, for example by heavy equipment, can reduce the amount of aeration around the roots. Aeration is necessary to keep the roots dry in the dry season to help prevent Oak Root Fungus.

Many of these guidelines are provided by the California Oak Association.

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**WOODCREEK OAKS COMMUNITY ASSOCIATION**

**Policy Resolution**

Adopted by Board of Directors July 25, 1997  
(date)

Resolved: Access to rear yards must be through the standard side yard gates. If any other access is required, the property owner shall return a signed rear yard access form, photograph of existing landscape and a deposit (check or money order) in the sum of one thousand dollars (\$1,000.00), prior to the commencement of any alteration to the front yard area or fence. AN IMMEDIATE FINE OF \$100.00 WILL BE ASSESSED TO THE PROPERTY OWNER IF THERE IS A VIOLATION OF THIS RULE. The deposit shall be returned to the property owner when the property is restored to it's original condition. If the owner does not restore the property to it's original condition, the deposit shall be used by the association to cover costs incurred by the association to return the property to it's original condition. The costs may include management time billed on a hourly basis to obtain bids, correspondence to the owner, etc. to restore the property to it's original condition. The hourly rate is \$65.00 per hour.

Filed with Minutes dated July 25, 1997

Attested by Rick Bird  
(Secretary)

**WOODCREEK OAKS COMMUNITY ASSOCIATION  
LIMITED RIGHT OF ENTRY AND PERMISSION  
TO CROSS LANDSCAPE EASEMENT AREA**

Woodcreek Oaks Community Association (hereinafter, WOCA) has an interest in insuring all front yards and structures are maintained in a healthy manner and that adjoining vacant lots are kept free of debris, etc.

\_\_\_\_\_ Print name (hereinafter, Owner),  
owner of \_\_\_\_\_ Print address \_\_\_\_\_ Lot number,  
in Woodcreek Oaks Community Association, desires to cross the landscaped setback or a vacant lot for the purpose of construction rear yard landscape improvement, swimming pools and/or other improvements thereon. Said work may require the disturbance and/or removal of landscaping, irrigation systems, drainage systems and fencing.

In consideration of security and damage deposit in the amount of \$1,000.00, receipt of which is hereby acknowledged, WOCA grants to Owners and their designated agents and subcontractors, a revocable license to enter upon, remove and replace setback landscaping, appurtenances and fencing, for the exclusive purpose of swimming pool construction on said property at \_\_\_\_\_ Print address, subject to the following terms and conditions:

1. **Owner agrees to provide WOCA with photographs of the setback access area taken *prior* to start of work.**
2. **Owner's use of the setback is limited to ingress and egress only, and is further limited to areas for such purposes.**
3. **Owner shall replace or cause replacement of all landscape, appurtenances and fencing removed. Replacement shall be in the same condition as said improvement existed prior to start of work.**
4. **Fencing may be removed for a maximum of five (5) weeks, and in all events the fence must be completely reconstructed not more than ten (10) calendar days following completion of the agreed to improvements. The fence should be placed back each night.**
5. **No signage of any kind shall be permitted.**
6. **The dirt and/or debris in the sidewalk and the street (left from construction) must be cleaned daily.**

**Woodcreek Oaks Community Association Owners Association  
Limited Right of Entry and Permission to Cross Landscape Easement Area  
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7. *Violation of these covenants may be cause to immediately terminate this agreement and to subject Owner to fines, in addition to other costs incurred as stipulated in the WOCA rules enforcement policy.*

8. Owner agrees to indemnify and hold harmless Woodcreek Oaks Community Association Owners Association, their agents and assigns to defend with counsel of their own choice, from all expense, liability, loss, damage and claims, including attorney's fees, arising out of the acts or omissions of said owner, contractor, their subcontractors, agents, employees, and assigns, whether willful or negligent, occurring during or after construction of or related in any way to the work of improvement as described above. This indemnification shall include, without limitation, the following:

a) All foreseeable and unforeseeable consequential damages, directly or indirectly arising out of, or damage to existing improvement whether telephone, television or electrical, landscaping, irrigation systems, fencing, drainage systems, street, curbs and sidewalks.

b) The cost of any required or necessary repair, cleaning-up , removal or restoration of any of the above.

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Owner**

\_\_\_\_\_  
**Title**

**Date**\_\_\_\_\_

**Date**\_\_\_\_\_

\_\_\_\_\_  
**U.S. Home/Winncrest Representative**

\_\_\_\_\_  
**Title**

**Date**\_\_\_\_\_

Woodcreek Oaks Community Association

**DELINQUENT ASSESSMENT COLLECTION POLICY STATEMENT**

1. Regular assessments are due, in advance, on the first (1st) day of each assessment period and delinquent if not received, in full, by the Association within fifteen (15) days after the due date thereof. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A late charge of ten dollars (\$10.00) or ten percent (10%) of the delinquent assessment, whichever is greater, shall be due on any such delinquent assessment:
2. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.
3. If any portion of any such assessment or late charge remains unpaid thirty (30) days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent, by certified mail, to the record owner(s). Please be advised that the Association has the right to collect all reasonable costs of collection.
4. All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the "Letter of Intent" date to the time that all such amounts are paid in full.
5. If all such amounts have not been paid sixty (60) days after the original due date thereof, a Lien will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.
6. If all such amounts have not been paid, in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association, in its sole discretion, deems appropriate, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).
7. All payments received by the Association will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
8. The Association shall charge a "returned check charge" of twenty-five dollars (\$25.00) for all checks returned as "non-negotiable", "insufficient funds" or any other reason.
9. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).
10. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

Adopted by the Board of Directors July 25, 1997 Filed with Minutes dated July 25, 1997

Attested by Rick Bird  
Secretary