



# ACCESSORY DWELLING UNIT POLICY

Adopted February 2022

## I. PURPOSE

This Accessory Dwelling Unit Policy (“**Policy**”) for the Arrowood Master Association (“**Association**”) governs the approval requirements and responsibilities of Homeowners, who choose to submit an application for the construction and installation of an accessory dwelling unit or junior accessory dwelling unit on their property. The goal of this policy and related approval process is to ensure that materials, construction/installation and maintenance conform to high quality community standards and avoid incongruous or unsightly conditions and protects property values.

## II. INTRODUCTION

As set forth in the Association’s “Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements (“**Declaration**”), the Association is vested with the power to maintain and manage the Arrowood Community (“**Community**”), its improvements, and modifications therein. In that capacity, the Association requires that the exterior appearance of all buildings, fences, walls, retaining walls, and structures on any lot and all exterior hardscape and landscape on the front yard of any Property shall be well maintained. Any exterior alterations, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit, require the prior written approval of the Association’s Board of Directors. (See Article VIII of Declaration and Design Guidelines).

## III. DEFINITIONS

1. “**Accessory Dwelling Unit**” An accessory dwelling unit (“**ADU**”) means an attached or a detached residential dwelling unit, which provides complete independent living facilities for one or more persons. It must include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family dwelling is situated. An ADU also includes an “efficiency unit,” as defined under Section 17958.1 of the Health & Safety Code, which must have (a) living area of at least 150 square feet, (b) a kitchen sink, cooking appliance and refrigeration facilities, and (c) a separate bathroom containing a water closet, lavatory and bathtub or shower, and ii. a manufactured home, as defined in Section 18007 of the Health & Safety Code.
2. “**Application**” Shall mean and refer to the Homeowner’s submission for Plans and Specifications to the Board along with an application for final approval as required by Article VIII, Section 8.2, of the Declaration and by the Association’s Design Guidelines for any improvements or alterations to a Homeowner’s Lot.
3. “**Board**” Shall mean and refer to the Association’s Board of Directors.
4. “**Governing Documents**” Shall include, among others, the Association’s Declaration, Bylaws, Design Guidelines, Lease Restriction Policy, and any other operating rules (“**Rules**”) adopted by the Board.
5. “**Junior Accessory Dwelling Unit (“JADU”)** Shall mean a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing structure. (*Gov. Code § 65852.22(g)(1).*)
6. “**Maintain**” Whether or not capitalized, shall mean and refer to “maintain, repair, and replace.
7. “**Permits**” Shall mean and refer to any building or other permit as may be required by the County of San Diego, the City of Oceanside, or other governmental agencies (collectively “**Governmental Agency**”), prior to the commencement of any work. The Board nor the Association assumes any responsibility for failure to obtain such permits. Further, obtaining such permits does not waive the obligation of the Homeowner to obtain Association Approval of their Application, through the process defined below under section “APPLICATION PROCESS.”
8. “**Policy**” Shall mean this document, which sets forth a process and procedure for applying for an gaining approval of construction of an ADU or JADU within the Community.
9. “**Project**” Shall mean actions related to and implementation of an ADU or JADU.

10. **“Property”** Shall be defined as the Lot upon which a home is constructed. The terms Property and Lot may be used interchangeably.

11. **“Tenant(s)”** Shall mean persons whose names appear on a rental or lease agreement, including any guest residing on the property for more than fourteen (14) days in a six-month period or spending more than seven (7) nights consecutively.

12. **Other Terms** All capitalized terms used, but not clearly defined within this Policy shall have the same meanings given to such terms in other provisions of the Governing Documents.

#### IV. ENFORCEMENT

Approval from the Design Review Committee is required prior to construction for all additions and alterations.

IMPORTANT: Failure to obtain the necessary approvals prior to construction constitutes a violation of the CC&R's and may require modifications or removal of unauthorized work at the expense of the Homeowner. In the event the member fails to abide by this Policy and other governing requirements of the Association, the Homeowner shall be notified. The Homeowner may elect to request a hearing with the Design Review Committee. A written notification of the Design Review Committee's decision will be mailed to the Homeowner within ten (10) days following the hearing. Failure to comply with the decision may result in fines and/or legal action with the Association. All legal costs incurred by the Association could be assessed to the legal Homeowner

#### VIII. CHANGES AND REVISIONS

This Policy is subject to updates at any time by the Board of Directors. This can entail changes, deletions or additions. Homeowners will be notified by separate notice when the Board of Directors make a change(s).

#### IX. APPLICATION PROCESS

A completed Application must be submitted to the Association and approved, in writing, before any work commences on an ADU or JADU. An Application form is attached to this Policy. Additional Application forms may be requested from the community manager.

1. **General:** All additions and alterations related to an ADU or JADU are to be accomplished in a step-by-step process to assure compliance with the Declaration. This process consists of plan development, approval and implementation.

**Homeowners submitting an application for an ADU or JADU must complete the attached form, listed as Exhibit “A;” meet all Governmental Agency requirements; and comply with the requirements of this Policy, as well as with the following provisions:**

- **Proof of Insurance:** Any Homeowner with an ADU or JADU must, at all times, maintain insurance coverage on the ADU or JADU as provided for by the Declaration for the primary dwelling.
- **Health and Safety Compliance:** Meet applicable health and safety standards and requirements imposed by state and local authorities, and all other applicable zoning, land use, or other ordinances, or land use and construction permits.
- **Licensed Contractors.** Any construction, modification, removal, replacement of an ADU or JADU must be performed by a contractor, licensed by the State of California to perform the work, that has liability insurance for the work to be provided with commercially reasonable policy limits.
- **Building Department and Association Approvals.** Any construction, modification, removal or replacement of an ADU or JADU requiring the issuance of a building permit shall be submitted by the Homeowner to the appropriate Governmental Agency for review and approval. If there is a conflict between the conditions of approval imposed by the Governmental Agency and the Review Committee/Board, the more restrictive conditions shall control, unless otherwise prohibited by law. The

Review Committee may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies.

- **Water Treatment System:** If an ADU or JADU is to be connected to an onsite water treatment system, the Homeowner must submit a percolation test completed within the last 5 years, or, if the percolation test has been recertified, within the last 10 years.

2. **Homeowner Responsibility:** The Homeowner is responsible for reviewing all applicable Association rules, restrictions and guidelines incorporated within the Declaration and Design Guidelines, preparing an Application and plans or drawings, and making neighbors aware of the proposed project. The application, plans, or drawings, and a deposit are then submitted to the Association for review and approval.

The Homeowner is also responsible to obtain any applicable Governmental Agency Permit(s) and to insure all such matters of construction are in compliance with local government requirements. However, such permit(s) do not alleviate the Homeowner's responsibility of obtaining architectural approval from the Association. Upon receipt of approval, the actual construction starts. At completion of the project, the Homeowner notifies the Association, which inspects the completed work for conformance to the plans. Once final approval is given, the deposit is then returned to the Homeowner.

3. **Additional Submission Requirements:** In addition to the Application and any applicable Governmental Agency Permit or requirement, each applicant also must comply with and/or provide the following:

A. **Outside Consultant Fee:** The Board also will require a Homeowner to pay all fees, costs and expenses associated with the review and approval of the Application by an outside consultant of the Board's choosing including by a licensed, insured, and credentialed architect, engineer and/or any other expert of the Board's choosing.

B. **Additional Fees:** Additional fees may be imposed on Homeowners if determined necessary, based upon the complexity or scope of the Application and/or to retain consultants. If such fees are determined necessary, Homeowners will be notified by the Association and will be required to submit the additional fee(s) within ten (10) days of the request.

C. **Deposit:** A deposit is required to ensure that the Homeowner completes the ADU/JADU within 120 days and that the construction/implementation is completed in conformance with the approved plans. A deposit of \$1,000.00 is to be submitted with the Application. The Association will only accept payment by personal check, cashier's check, or money order, made payable to ARROWOOD MASTER HOMEOWNERS ASSOCIATION. Plans will not be reviewed until payment is received. Unless a Notice of Completion is submitted within 90 days of completion, deposit will be forfeited to the Association.

D. **Permit(s):** If any Governmental Agency requires a Permit, the Permit drawings and specifications submitted to the Governmental Agency must be the same as those approved by the Association.

E. **Modifications:** If the Governmental Agency requires modifications to the plans, specifications, drawings, or other documents previously approved by the Association, the modified plans, specifications, drawings, or other documents must be resubmitted and approved in writing by the Association along with a revised application before starting any work.

F. **Zoning and Use:** All uses shall conform with the zoning ordinances of all relevant Governmental Agencies, including the County of San Diego, the City of Oceanside, and the uses permitted under the Declaration.

## VII. PLANS

Two (2) sets of plans or drawings must be submitted with the application. One set is retained on permanent file with the Association; the second copy will be returned to the Homeowner when a decision has been made by the Review Committee. The plans or drawings will be stamped and signed by the Review Committee, as either "Approved" or "Disapproved."

Plans or drawings shall be professionally drawn, designed, and or engineered and include all of the colors, finishes and materials to be used. All plans shall be drawn to a noted scale.

Plans or drawings must show:

- Site/Plot Plan - A view from above showing the home as existing, the improvement as proposed, and the plot on which it stands. This includes all lot lines.
- Roof Plan (Where Modification is Proposed)- Shows all existing and proposed roofs and slope/pitches noted. All materials are described and any unusual conditions should be noted.
- Floor Plan - A view from above showing all walls, columns, openings and any condition that will affect the exterior and interior design of the home.
- Elevations - A view from each side that is affected by construction, showing the exterior heights, noting all finish materials, textures, colors and details.
- Details - Any small exterior modifications, such as windows, garage doors, and patio covers and, if proposed to be modified, fences, walls, and/or driveways. These require a list of materials and other specifications to clearly locate and define their addition to the home. Use manufacturer specifications and information brochures to help explain drawings.

**Contact the Review Committee or the Association Manager prior to obtaining drawings to determine which of the above listed plans/drawings need to be submitted to the Architectural Committee.**

IMPORTANT: Review Committee approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Review Committee is to review submissions as to aesthetics and conformance to the Association guidelines. All technical and engineering matters are the responsibility of the Homeowner.

## VIII. NEIGHBOR NOTIFICATION

The intent of neighbor awareness is to advise neighbors that own property adjacent to or in close proximity to the Property of the proposed improvement by requiring their signature on the Application. No application will be considered complete until there is evidence the affected neighbor(s) has been made aware of the application.

The affected neighbor is not giving his/her approval, only acknowledging they are aware of the proposed modification(s). For most plan submittals, neighbors on both sides or side and rear for corner lots need to sign the form. Rear neighbors are required for back- or side-yard ADUs. For any second story additions, the neighbors across the street and above need to sign the application form. After review, the Architectural Committee may require that other Homeowners be notified of the proposed modifications.

## IX. RENTALS

**1. Unapproved or Unpermitted JADUs or ADUs:** JADUs or ADUs, which are not permitted by the City of Oceanside as an ADU or JADU or that are not approved by the Board will not be exempted from compliance with the requirement of not renting less than the entirety of a Property to a single family (Declaration, Sections 7.1, 7.3, Lease Restriction Policy, Section 2) and will not be considered ADUs or JADUs for enforcement purposes. Violations of the provisions of the Declaration and/or other Association governing documents are subject to a minimum fine of \$1,000 per month, so long as the violation(s) persists subject to notice and a hearing.

**2. Compliance with Governing Documents:** Board-approved and permitted JADUs and ADUs and any Tenants living therein must comply with the Declaration and/or other Association governing documents at all times, except as required by law, including with the following provisions:

A.) No rentals for less than thirty days or for transient or commercial purposes;

B.) All lease/rental agreements must: (i) be in writing, (ii) provide that the terms of such lease shall be subject in all respects to the provisions of the Association's governing documents and any applicable agreements between the Association and any of the Federal, State and Local governmental agencies, and (iii) provide that any failure by the Tenant(s) to comply with the Association's Declaration and/or other Association governing documents shall be a default under the lease.

Homeowners are responsible for ensuring Tenant(s)' compliance with the Association's Declaration and/or other Association governing documents.

**3. Tenant Names:** Homeowners must furnish the Association's Community Manager with the names of all Tenants residing on the Property (including in the ADU/JADU) and with copies of the registration cards for all vehicles belonging to the Tenants.

**4. Pets:** No more than three (3) dogs, cats, or ordinary household pets may be kept or maintained on any Residential Lot, which means that if the primary residence on a Property already has three (3) pets, no pets are permitted for the Tenant(s) of an ADU or JADU on the same Residential Lot. Homeowners are responsible for any and all violations of the Association's Declaration and/or other Association governing documents by their Tenants, invitees, and guests.

**5. Notification of ADU/JADU Rental:** Homeowners must notify the Association's Community Manager in writing prior to renting an ADU or JADU on a Residential Lot. Failure of any Homeowner to comply with this provision will result in the levying of a minimum fine of \$1,000 against said Homeowner subject to notice and a hearing.

#### **X. AESTHETIC STANDARDS:**

The Homeowner shall ensure the highest degree of architectural standards are followed when considering the construction of an ADU or JADU. ADUs and JADUs must be compatible in scale, nature, design, kind, shape, height, width, color, material, etc. with the property's existing structure and architectural design.

**1. Construction and Foundation:** All ADUs and JADUs shall be constructed with a foundation and utilize wood frame construction. Temporary, modular, shipping, tiny, or mobile units will not be allowed. With regard to JADU's, no exposed and/or visible studs or any other form of unfinished construction is permissible.

**2. Garage Conversion:** When a garage is converted, the garage door shall be replaced with a structural wall with entry door and/or window, as appropriate, that is in keeping with the front elevation of the property.

**3. Entry Doors:** Additional entry doors shall be limited to non-street facing, keeping the main front door as the focus, while an ADU or JADU door would be secondary.

**4. Conformity with Existing Aesthetics:** Architectural details such as window grids, wood details, roof pitches, and overall character needs to be considered when adding an ADU or JADU. An ADU or JADU must incorporate the overall aesthetic standards existing throughout the community such that it would appear as though the ADU or JADU was originally constructed with the property. Façade color(s), window and door treatments, and finish, such as but not exclusively, stucco texture, wood paneling, brick, and/or stone, of an ADU or JADU must match that of the existing structure.

**5. Landscape Screening:** Landscape screening may be required to mitigate impacts from an ADU or JADU.

**6. Setbacks:** Setbacks shall conform to with applicable Governmental Agency requirements and the Association's Governing Documents.

7. **Second Story Requirements:** Second story ADUs will not be allowed when the ADU is the only living space on the second story. Second story exposed staircases are strictly prohibited.

8. **Height Requirements:** The ADU shall not exceed one story. The height of the ADU shall not be greater than the existing structure.

9. **Quantity:** Properties containing one existing single-family dwelling are allowed a maximum of one ADU or JADU.

## XI. SIZE AND CONSTRUCTION REQUIREMENTS

1. **ADUs:** All new construction ADUs, attached and detached, are subject to a maximum unit size of 850 square feet (one bedroom or less) OR 1,200 square feet (more than one bedroom). Newly constructed ADUs over 800 square feet shall in no case exceed 50% of the primary dwelling living area.

In addition:

A. Newly constructed, detached ADUs must be located completely behind the permitted primary dwelling, 75 feet away from the front property line or rear half of the Lot.

B. ADUs contained entirely within an existing permitted, detached accessory structure may be allowed an expansion of no more than 150 square feet beyond the same physical dimensions as the existing detached accessory structure. The expansion is limited to ingress and egress purposes only.

C. Newly constructed ADUs over 800 square feet must meet the same development standards, such as lot coverage and building separation, as set by the City of Oceanside.

2. **JADUs:** The total area of floorspace of a JADU shall not exceed 500 square feet and the JADU must be constructed within the existing walls of the primary residence (i.e., JADUs are converted from existing living space contained entirely within a single-family dwelling.) No detached JADUs are allowed.

3. **Fire Safety:** The construction of an ADU or JADU shall meet all Governmental Agency and Association fire safety standards.

4. **Utility Connections:** The construction of an ADU or JADU shall meet all Governmental Agency and Association requirements. Homeowners must contact the local health officer to determine whether additional approval is required.

## XII. ASSOCIATION DECISION ON COMPLETED APPLICATION

The Association shall make a written decision on a proposed exterior alteration within thirty (30) days from the date that a completed Application (including all required plans, specifications, drawings, and other documents) has been received by the Association. The Association reserves the right to reasonably exceed this thirty-day review period, and failure to provide a decision within such period(s) does not allow applicant to proceed.

If a proposed exterior alteration has been disapproved, the written decision shall include an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board.

Approval of any Application does not set a precedent for any other subsequent application by any Homeowner.

The Board may delegate the responsibility to process Applications and render a decision on an Application to an executive committee, an individual director, or a duly appointed agent in accordance with its Governing Documents.

The Association has the right to inspect the worksite from time to time to ensure compliance with the approved Application. Failure to comply with any request for an inspection will be cause for the Association to take further action as authorized by the Governing Documents and applicable California law.

### **XIII. RECONSIDERATION PROCESS**

If a proposed Application is disapproved, the applicant is entitled to reconsideration by the Board. The applicant must deliver a written request for reconsideration to the Association within thirty (30) days of the date on the written decision letter of the disapproval. The request for reconsideration must contain the basis for the request and all documents supporting reconsideration. The request for reconsideration will be heard at an open Board meeting within thirty (30) days following the Association's receipt of the request for reconsideration or within a reasonable period thereafter.

### **XIV. PROJECT REQUIREMENTS**

Work on any approved Application must begin within sixty (60) days from the date the Application is approved and must be completed within a reasonable time after commencement of the work or as specified by the Board.

1. **Homeowner Responsibility:** Each Homeowner is responsible for any violations by such Homeowner's contractor or subcontractor(s) of Governmental Agency rules, the Governing Documents.
2. **Damage:** Any damage caused by contractors or subcontractors to any common area or neighboring Lots is the applicant Homeowner's responsibility to repair in like fashion to existing conditions prior to any such damage. The Homeowner will be held liable for the actions of his/her contractors, subcontractors, and/or workers, and the Homeowner will be responsible for any costs of repair incurred by the Association or other Homeowners.
3. **Trash and Debris:** The worksite must be kept neat and orderly during all phases of the project. It is the applicant's responsibility to provide for immediate cleanup of any excavation or construction debris that inadvertently spills onto streets or adjoining properties. At no time shall the work obstruct the public right of ways, unless appropriate access agreements and/or encroachment permits are obtained. All trash and debris must be carried off-site daily.
4. **Electrical and Plumbing:** All electrical and plumbing work must be performed by a contractor licensed in the State of California in accordance with authorized Application. All plumbing must be properly insulated for sound and must be isolated from walls, studs, joists, ceilings, and flooring.
5. **Working Hours:** To avoid the adverse impacts of construction/alterations on neighboring residences, all work shall be performed between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday, and 9:00 a.m. and 5:00 p.m., Saturday. No work shall be permitted on Sunday. All "work" includes set-up and preparation activities, delivery of parts and materials, and clean-up activities at the end of the day. Violators are subject to a fine, pursuant to the Association's Fine Schedule.
6. **Parking of Vehicles:** Contractors must park vehicles in accordance with applicable City ordinances, Association Rules, and any other requirements established by the Association.
7. **Conduct by Workers:** Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts, and shirts at all times. No workers may use the power from the common area or other Lots.
8. **Stopping Work:** The Association has the right to stop any work that is in violation of this Policy, the Governing Documents, creates a fire or safety hazard, and/or interferes with activities on Association property.
9. **Equipment:** Contractors must use their own equipment. The use of electricity facilities within Association property is prohibited. The Association is not responsible for the disappearance of any tools, equipment, or materials left on Association property. Any damage to City streets and curbs and/or Association Common Area, including but not limited to, landscaped areas, structures, parking lots, or other Association property shall be repaired at the applicant's expense.
10. **Failure to Comply with Required Procedures:** If any design change is made without the approval of the Board or its designated assignee or if any violation of this Policy occurs, the Board or its designated agent may

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deliver written notice of the violation to the Homeowner. The violation notice shall specify a time period for removal of the non-conforming improvement. The Homeowner shall, upon receipt of the violation notice, remove the non-conforming improvement within the time period specified in the violation notice.

If the Homeowner fails to remove the nonconforming improvement within the time period specified in the violation notice, the Board shall provide the Homeowner with a Hearing Notice to consider the Homeowner's continuing violation. At the Hearing, if the Board finds that there is no valid reason for the continuing violation, the Board may levy a fine in accordance with its Fine Schedule and/or may determine the estimated costs of correcting the violation.

The Board may require the Homeowner to remedy or correct the violation within a period of not more than forty-five (45) days from the date of the Board's determination. If the Homeowner does not comply within such period or within any extension of such period as the Board, in its discretion, may grant, the Board may either remove the non-complying Improvement or remedy the violation. The costs of such action shall be assessed against the Homeowner as an Assessment. The decision of the Board shall be final.

11. **Completion of Work:** After completion of the work, the worksite will be cleared of all temporary structures, construction debris, excess dirt, and leftover materials. The Homeowner shall notify the Association in writing (by any form of delivery that contains proof of delivery) that the work has been completed immediately upon completion of the work for which approval was required. The Association shall have the right to inspect the work, with reasonable notice to the Homeowner and/or residents, for up to one (1) year after the work has been completed. The Homeowner will be notified in writing of any items that do not conform to the original approved plans. The Homeowner shall then remedy any such item(s) of noncompliance at the Homeowner's sole expense by the time specified, which shall not exceed sixty (60) days.

### **XV. SALE**

An ADU or JADU shall not be sold separate from the primary residence.

### **XVI. MAXIMUM NUMBER**

No more than one (1) ADU or one (1) JADU is permissible on any single Lot.

ATTACHMENT: Exhibit "A," ADU/JADU Application Form