

WANIS VIEW ESTATES HOMEOWNERS ASSOCIATION
Accessory Dwelling Unit Policy
Adopted February 23, 2021

PURPOSE: This Accessory Dwelling Unit Policy (“*Policy*”) for the Wanis View Estates Homeowners Association (“*Association*”) governs the approval requirements and responsibilities of Owners 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 processes is to ensure that materials, construction/installation and maintenance conform to high quality community standards and avoids incongruous or unsightly conditions and protects property values.

INTRODUCTION: As set forth in the Association’s “Declaration of Covenants, Conditions, and Restrictions of Wanis View Estates” (“*Declaration*”) the Association is vested with the power to maintain and manage Wanis View Estates (“*Community*”), and 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 Lot 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 IX of Declaration and Architectural Guidelines).

DEFINITIONS:

- A. **“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 the following (*Gov. Code* § 65852.2(i)(4).):
 - i. An “efficiency unit,” as defined under the Section 17958.1 of the Health & Safety Code. Efficiency units 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.
 - ii. A manufactured home, as defined in Section 18007 of the Health & Safety Code.
- B. **“Application”** – Shall mean and refer to the Owner’s submission for Plans and Specifications to the Board along with an application for final approval as required by Article IX of the Declaration and by the Association’s Architectural Guidelines for any Improvements or alterations to an Owner’s Lot.
- C. **“Board”** – Shall mean and refer to the Association’s Board of Directors.
- D. **“Governing Documents”** – Shall include, among others, the Association’s Declaration, Bylaws, Architectural Guidelines, Lease Restriction Policy, and any operating rules (“*Rules*”) adopted by the Board.
- E. **“Junior Accessory Dwelling Unit”** - A junior accessory dwelling unit (“*JADU*”) means 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).)
- F. **“Maintain”** – Whether or not capitalized, shall mean and refer to “maintain, repair, and replace.”

- G. **“Permits”** – Means and refers 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 Owner to obtain Association Approval of their Application (*defined below*).
- H. **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.

APPLICATION: A completed Application must be submitted to the Association and approved, in writing, before any work commences on an ADU or JADU. Applications may be requested from the community manager. In addition to the Application, each applicant must also comply with the following:

- A. Outside Consultant Fee: The Board will also require an Owner 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 Owners if determined necessary, based upon the complexity or scope of the Application and/or to retain consultants. If such fees are determined necessary, you will be notified by the Association and you will be required to submit the additional fee(s) within ten (10) days of the request.
- C. 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.
- D. 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.
- E. 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.

RENTALS:

- A. 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 as required by the Governing Documents, including by this Policy, will not be exempted from compliance with the requirement of not renting less than the entirety of a Lot 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 under the Governing Documents. Violations of the provisions of the Governing Documents in this paragraph are subject to a minimum fine of \$1,000 per month so long as the violations persist subject to notice and a hearing.
- B. Compliance with Governing Documents: Board-approved and permitted JADUs and ADUs and any Tenants living therein must comply with the Governing Documents at all times, except as required by law, including with the following provisions: 1) no rentals for less than thirty days or for transient or

commercial purposes (Declaration Section 7.3, Lease Restriction Policy Section 2); all lease/rental agreements must: (a) be in writing, (b) 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 (c) provide that any failure by the Tenants ("Tenants") to comply with the Association's governing documents shall be a default under the lease. (Declaration, Section 7.3, Lease Restriction Policy, Section 1); 3) Owners are responsible for ensuring Tenants' compliance with the Governing Documents; 4) Owners must furnish the Association's Community Manager with the names of all Tenants residing on the Lot (including in the ADU/JADU) and with copies of the registration cards for all vehicles belonging to the Tenants. (Lease Restriction Policy, Section 5); and 5) no more than one dog, cat, or ordinary household pet may be kept or maintained on any Residential Lot, which means that if the primary residence on a Lot already has one pet, no pets are permitted for the Tenant(s) of an ADU or JADU on the same Residential Lot (Rules and Regulation, Section F.6). Owners are responsible for any and all violations of the Governing Documents by their Tenants, invitees, and guests.

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

AESTHETIC STANDARDS: The Owner 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 Lot's existing structure and architectural design.

- A. 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.
- B. Garage Conversion: When a garage is converted, the garage door shall be kept in place keeping the front elevation of the property intact.
- C. 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.
- D. 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. The stucco texture and color of an ADU or JADU must match that of the existing structure.
- E. Landscape Screening: Landscape screening may be required to mitigate impacts from an ADU or JADU.
- F. Setbacks: Setbacks shall conform to with the Government Agency requirements and the Association's Governing Documents.
- G. 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.

- H. Height Requirements: The ADU shall not exceed one story. The height of the ADU shall not be greater than the existing structure.
- I. Neighbor Feedback: Neighborhood awareness notifications will be in place to allow neighbor feedback.
- J. Architectural Review: Applications will be reviewed by and approved by the Board.
- K. Standards: The construction of any ADU or JADU shall meet all Governmental Agency and Association standards.
- L. Quantity: Properties containing one existing single-family dwelling are allowed a maximum of one ADU or JADU.
- M. Size and Construction Requirements:
 - a. ADUs: All new construction ADUs, attached and detached, are subject to the maximum unit sizes: 850 square feet (one bedroom or less), OR 1200 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.
 - i. 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.
 - ii. 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.
 - iii. 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.
 - b. 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.
- N. Fire Safety: The construction of an ADU or JADU shall meet all Governmental Agency and Association fire safety standards.
- O. Utility Connections: The construction of an ADU or JADU shall meet all Governmental Agency and Association requirements. Please contact the local health officer to determine whether additional approval is required.

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

- A. Approval of any Application does not set a precedent for any other subsequent application by any Owner.
- B. 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.
- C. 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.

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.

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.

- A. Owner Responsibility: Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Rule and the Governing Documents.
- B. Damage: Any damage caused by contractors or sub-contractors to any common area or neighboring Lots is the Owner's responsibility. Any damage must be reported immediately to the Association. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association or other Owners.
- C. 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.
- D. 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.
- E. 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. 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.
- F. Parking of Vehicles: Contractors must park vehicles in accordance with the Association Rules and any other requirements established by the Association.
- G. 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.

- H. 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, or interferes with activities on Association Property.
- I. 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 the Private Streets, curbs, landscaped areas, or other Association Property improvement shall be repaired at the applicant's expense
- J. Failure to Comply with Required Procedures: If any design change is made without the approval of the Board or the ARC Committee, or any violation of this Policy occurs, the Board, or their designated agent, may deliver written notice of the violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming improvement. The Owner shall, upon receipt of the violation notice, remove the non-conforming improvement within the time period specified in the violation notice. If the Owner fails to remove the nonconforming improvement within the time period specified in the violation notice, the Board shall then provide the Owner with Notice and Hearing to consider the Owner'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 Owner to remedy or correct the violation within a period of not more than 45 days from the date of the Board's determination. If the Owner does not comply with the Board's decision 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 Owner as an Assessment. The decision of the Board shall be final.
- K. 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 Owner 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 owner and/or residents, for up to one (1) year after the work has been completed. The owner will be notified in writing of any items that do not conform to the original approved plans. The owner shall then remedy these items of noncompliance at the owner's sole expense by the time specified, which shall not exceed sixty (60) days.

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

MAXIMUM NUMBER: No more than one (1) ADU and one (1) JADU is permissible on any single Lot.