

WOODRIDGE COMMUNITY ASSOCIATION

A California Non-Profit Corporation

ACCESSORY DWELLING AND JUNIOR ACCESSORY DWELLING UNITS

Construction and Use Restrictions

Adopted June 16, 2022

WOODRIDGE COMMUNITY ASSOCIATION (“Association”) requires a clear and consistent policy for addressing requests by owners to construct, modify and otherwise use accessory dwelling units (“ADUs”) or junior accessory dwelling units (“JADUs”).

An ADU is defined by Government Code Section 65852.2 as an attached or a detached residential dwelling unit which provides complete independent living facilities for one or more persons, and includes permanent provisions for living, sleeping, eating, cooking and sanitation, on the same parcel as the single-family dwelling (primary residence) is situated. A JADU is defined by Government Code Section 65852.22 as a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure, which *may* include separate sanitation facilities, or may share sanitation facilities with the existing structure.

“Owner” is the owner of the Lot requesting to create, modify or otherwise use a ADU or JADU, and any subsequent transferees of that Lot. “Common Area” shall have the same definition as in the Association’s Declaration of Covenants, Conditions, Restrictions and Reservation of Easements (“CC&Rs”).

Pursuant to California *Civil Code* Section 4751(b), the Association may adopt reasonable regulations, consistent with applicable law and the Association’s CC&Rs. Reasonable restrictions on ADUs or JADUs are those that “do not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an accessory dwelling unit or junior accessory dwelling unit consistent with the provisions of Section 6852.2 or 6582.22 of the *Government Code*.” (Civil Code § 4751(b).)

The following are requirements and guidelines for the use, approval, construction and maintenance of ADUs and JADUs, which have been adopted by the Board of Directors. The Board has determined that it is within the best interests of the Association as a whole to adopt this Policy for the purpose of preserving, maintaining and protecting the community. This Policy has also been adopted to protect the property and financial interests of the owners, and also to provide for a clean, pleasant and compatible environment in which to live.

**ACCESSORY DWELLING UNIT AND
JUNIOR ACCESSORY DWELLING UNIT POLICY**

1. Owner Must Obtain Architectural Approval

A) An Owner must apply to the *Architectural Review Committee* (“ARC”), for approval to install a ADU or JADU, as required by Article VIII, Section 8.2 of the Association’s CC&Rs. All applications for approval shall be processed and approved by the ARC in the same manner as required by and outlined in the Association’s CC&Rs; however, any provision of the CC&Rs which effectively prohibits or unreasonably restricts the construction or use of an ADU or JADU shall be void and unenforceable. (Government Code § 4751(a).)

B) Notwithstanding any contrary provision in the governing documents, an Owner may construct a JADU or ADU adjacent/detached from or attached to the single-family dwelling/primary residence constructed on the Lot.

C) Notwithstanding any contrary provision in the governing documents, the ARC may not adopt a regulation which unreasonably increases the cost to construct, or effectively prohibits the construction of, or extinguishes the ability to otherwise construct, an ADU or JADU, consistent with the provisions of *Government Code* Sections 65852.5 and 65852.22.

D) The construction of an ADU or JADU upon a Lot is subject to a determination of the adequacy of water and sewer services, the impact of the ADU or JADU on traffic flow and public safety, and any other City of Thousand Oaks, State of California and Federal ordinances, regulations and laws.

E) Nothing in this Policy shall be construed to authorize the construction of an ADU or JADU upon, or in a manner which changes/impacts, the Association’s common area (except as required by law). (Civil Code § 4765(b).)

2. Process for Seeking Architectural Approval of ADUs or JADUs

A) An Owner requesting approval of a proposed ADU or JADU shall submit a written request in accordance with the CC&Rs and this Policy, together with plans and specifications showing the nature, color, kind, shape, height, materials and location of same. The ARC may require such detail in plans and specifications submitted for its review as it deems proper, including without limitation, floor plans, site plans, drainage plans, elevation drawings and description or samples of exterior material and colors.

- The ARC shall fairly, reasonably and expeditiously render decisions regarding owners’ requests for approval, after consideration of compliance with the governing documents, quality of workmanship and materials, aesthetic

appearance, harmony of external design and location in relation to surrounding structures, setback lines, topography and finish grade elevation.

- The ARC cannot prohibit outright the construction of ADUs or JADUs but may reasonably restrict same for aesthetic purposes or to limit visual impact.
- The ARC cannot prohibit outright creation of ADUs or JADUs but may restrict construction to those approved by the Association.

B) An application for the construction of an ADU or JADU must be approved or denied in accordance with the Association's governing documents. If an application is not denied within the time period set forth in the governing documents from the date of receipt of the application, the application shall be deemed approved, unless the delay is the result of a reasonable request by the Association for additional information.

C) Application Requirements for ADUs and JADUs.

The application for ADUs and JADUs must include, at a minimum, the following:

- Detailed engineering drawings, plans and specifications that identify height, setback, lot coverage, landscaping, whether the ADU is attached or detached from the primary dwelling, and square footage/total area of floorspace of the ADU.
- The allowed density for the Lot upon which the ADU is proposed to be constructed, as determined by the City of Thousand Oaks, or other relevant zoning agency.
- Whether a private sewage disposal system is being used to accommodate the ADU, and if so, approval of same by the local health officer.
- Documentation showing compliance with applicable health and safety standards and requirements imposed by state and local permitting authorities.

Specific Application Requirements for JADUs.

In addition to the foregoing minimum application requirements for ADUs, the application for JADUs must include the following:

- A deed restriction, which shall be recorded against the Lot and run with the land, to be filed with the local permitting agency upon approval of the application, and includes:
 - (1) A prohibition on the sale of the JADU separate from the sale of the single-family residence, including a statement that the

deed restriction may be enforced against future purchasers;
and

(2) A restriction on the size and attributes of the JADU that conforms with *Government Code* Section 65852.22.

- Detailed engineering plans, drawings and specifications which include the following:

(1) a separate entrance from the main entrance to the structure, with an interior entry to the main living area;

(2) an efficiency kitchen with the minimum requirements set forth in *Government Code* Section 65852.22(a)(6); and

(3) separate sanitation facilities (if any).

D) All ADUs and JADUs must comply with all of the following standards:

- Meet applicable health and safety standards and requirements imposed by state and local permitting authorities.
- All ADUs and JADUs, and appurtenant installations/construction shall be completed so as not to materially harm or damage common elements of the Association, or any other individual Lot, void any warranties held by the Association or other Owners, encroach into building setback requirements established by the Association (unless a setback variance is granted), encroach closer to the front Lot line than any part of the existing primary residence on the Lot, and/or impair the integrity of a building or structure.
- All portions of an ADU or JADU shall be secured in a manner which does not jeopardize the safety or soundness of any structure and/or the safety of any person within the community.
- All portions of an ADU or JADU, including any plumbing, electrical conduits, and any other associated components disconnect boxes, shall be secured/installed in a manner which does not jeopardize the aesthetic integrity of the community.
- The Owner constructing the ADU and/or JADU shall be responsible for any damage to building elements, Lot interiors or personal property caused by such construction/installations, even if the Association has primary maintenance responsibility for such elements under the governing documents of the Association.

E) Construction of ADUs or JADUs must comply with all of the following:

- ADUs and JADUs must be constructed in compliance with all City of Thousand Oaks, State of California and Federal ordinances, regulations and laws.
- Construction shall only be by a licensed and properly insured contractor. **Contractor shall obtain any and all necessary permits and Owner shall provide copies of same to the Association.**
- Prior to construction, the contractor shall have insurance coverage that meets the following minimum requirements:
 - (i) Workers' Compensation with minimum coverage required by California law accompanied by a waiver of subrogation;
 - (ii) Contractor's General Liability for which the Association shall be a certificate holder and naming the Association and Property Management Professionals ("Management") as an additional insured on a separate endorsement page, providing minimum coverage of one million dollars (\$1,000,000.00) per occurrence, and including "completed operations" coverage; and
 - (iii) Automobile Insurance providing minimum coverage of one million dollars (\$1,000,000.00) per accident; and

The contractor must, prior to installation, provide to the Association copies of certificates of insurance for the above policies and endorsements which name the Owner and the Association as additional insureds.

- Contractor must file a written notice, signed and verified by the Owner or his agent, stating the date of completion, the name and address of the installing Owner, a description of the site, and the name of the Contractor ("Notice of Completion") in the format prescribed by *Civil Code* Section 8182, upon completion of all necessary work to complete construction of the ADU or JADU.
- To ensure the safety of individuals and allow safe access to the Association, ADUs and JADUs shall not obstruct access to or from any Lot, walkway, or ingress or egress into any area of the community.
- In approving the construction of any ADU or JADU, the Board is entitled to rely upon the representation of the Owner or his/her contractor that the ADU or JADU fully complies with the safety criteria set forth in this Policy. Should the Board later determine that the ADU or JADU is not in conformance with such criteria, the Board may require the Owner to modify same so that it is in compliance.

3. Conditions to Approval

A) **Indemnity**: Contractors constructing an ADU or JADU shall indemnify the Association for loss or damage caused by the construction, maintenance, or use of the ADU or JADU. Owners shall execute an agreement to release, indemnify and hold the Association harmless, which will be recorded against their Lot. A template for this agreement and covenant is attached to the Policy as Exhibit A.

B) **Notification Requirement**: The applicant shall notify each Owner of a Lot adjacent to the Lot on which the ADU or JADU is to be constructed, of the application to construct same. The applicant shall certify in the application the names and addresses of those notified and the date of notification. Any written comments of neighboring Owners shall be attached to the application. The ARC may, but is not required to, establish any reasonable restrictions on the construction, based on any objections by neighboring Owners.

C) **Owner Responsibility**: The installing Owner, and each successive Owner of the ADU or JADU, shall be responsible for all of the following:

- Costs for damage to the Common Area, Exclusive Use Common Area, or separate interests (Lots) resulting from the construction, maintenance, repair, or removal of the ADU/JADU;
- Disclosing to prospective buyers the existence of the ADU or JADU and of the related responsibilities of the Owner under this section; and
- Occupying or otherwise using the ADU or JADU in a manner that is consistent with the Association's governing documents.

4. Maintenance, Repair and Replacement by Owner

A) Owner of a Lot upon which an ADU or JADU is constructed is solely responsible for all associated costs, including but not limited to: replacement, repair, and maintenance of the ADU or JADU, or any of its components; repair and/or replacement of any property damaged by the construction, maintenance and/or use of the ADU or JADU; payment of any medical expenses incurred by persons injured by the construction, maintenance and/or use of the ADU or JADU; and/or restoration of ADU or JADU sites to their original condition, if necessary.

B) In the event an Owner fails to maintain, repair or replace the ADU or JADU and its associated components, or if the construction or use of the ADU or JADU results in damage to the Common Area or any component for which the Association is responsible, or otherwise becomes a hazard or falls into disrepair, the Association may perform the necessary and/or required maintenance, repair or replacement and shall be

reimbursed by the Owner through the issuance of a monetary penalty or special assessment, as provided by the CC&Rs and/or *Civil Code*.

C) Any use of an ADU or JADU shall be for residential purposes, and consistent with the existing general plan and zoning designations for the Lot and the Association. (Government Code § 65852.2.)

5. Sale or Transfer of Owner's Lot

Upon sale or transfer of any Owner's interest in his or her Lot which has a permitted ADU or JADU, the buyer or transferee shall assume in writing all of the Owner's duties and responsibilities as outlined in this Policy and shall execute an additional Agreement & Covenant (See **Exhibit "A"**) prior to the close of escrow.

WHEREAS, a junior accessory dwelling unit (“JADU”) is defined by Government Code Section 65852.22 as a unit that is no more than 500 square feet in size and contained entirely within an existing single-family structure, which *may* include separate sanitation facilities, or may share sanitation facilities with the existing structure;

WHEREAS, Article I, Section 1.33 of the Declaration defines “Lot” as “any residential Lot or parcel of land shown upon any Recorded subdivision map or Recorded parcel map of any portion of the Properties, with the exception of the Common Area;”

WHEREAS, Article I, Section 1.16 of the Declaration defines “Common Area” as all the real property and improvements which are owned by the Association;”

WHEREAS, Article VIII of the Declaration provides that no construction, installation or alteration of an Improvement including landscaping, in the Properties may be commenced or maintained until the plans and specifications therefor showing the nature, kind, shape, height, width, color, materials and location thereof have been submitted to and approved in writing, by the ARC;

WHEREAS, the Declaration states: “Unless otherwise expressly provided in this Declaration upon commencement of Annual Assessments on the Lots in a Phase the Association shall maintain, paint, repair and replace. all completed Improvements within the Common Area and Association Maintenance Areas for such Phase including but not limited to, all landscaping, slope plantings, fencing, private irrigation systems, sewers. storm drains, private streets and street trees, in a safe, sanitary and attractive condition and in good order and repair.” (Declaration, Art. IX, § 9.2.);

WHEREAS, pursuant to Article XI of the Declaration, members are liable to the Association for any damage to the Common Area sustained by the negligence or willful misconduct of said member or of his or her family members, relatives, guests, invitees, or lessees;

WHEREAS, the Board and/or Architectural Committee has the power to approve construction of structures, including, without limitation, accessory dwelling units or junior accessory dwelling units as defined by California *Government Code* Section 65852, pursuant to reasonable restrictions.

NOW, THEREFORE, the parties hereby agree and covenant, for themselves, their successors and assigns, as follows:

1. In consideration for the Association granting approval to the Owners to construct, keep, and maintain, the ADU/JADU as provided herein, Owners agree to install, maintain, keep and repair the ADU/JADU at their sole expense and in compliance with the Association’s governing documents.

2. Owners covenant and warrant the ADU/JADU construction shall meet applicable building, health and safety standards and requirements imposed by state and local permitting authorities.

3. Owners agree to pay all costs incurred in remedying any damage caused by construction and use of the ADU/JADU and/or by Owners' failure to maintain the same in good repair, and any resulting damages, including, but not limited to injury, damage or loss to any Lot and/or Common Area, or any other person(s) or property, and any costs necessary to reconstruct any Lot and/or Common Area so damaged.

4. In the event Owners fail to maintain the ADU/JADU or its components and appurtenant installations in good repair and in compliance with the governing documents of the Association, Owners further agree to reimburse Association and its designated agents, representatives, and/or contractors, in the event Association is required to maintain the ADU/JADU, and/or required to repair Common Area or any Improvement thereto, or to prevent or remedy damages caused by the ADU or JADU or by Owners' failure to maintain the same in good condition and repair.

5. Owners further agree to indemnify, defend and hold harmless the Association and its Officers, Directors, Agents, Employees, Insurers, and Attorneys for all costs, including, but not limited to, reasonable attorney's fees, in connection with any and all claims, and actions whatsoever arising out of the construction or maintenance of the ADU/JADU (or the Board's approval of same) and/or damages and resulting damages caused by the ADU/JADU, or to enforce the terms of this Agreement.

6. Owners shall obtain and maintain in their own name a policy of insurance with extended coverage of the full replacement value of the ADU/JADU and appurtenant Residence, Improvements, Common Area and any other areas affected by the construction, use, and maintenance of the ADU/JADU, naming the Association and its managing agent ("Management") as additional insureds.

7. Owners agree to disclose to prospective buyers, and by this Covenant and Agreement do constructively disclose, the existence of the ADU/JADU and all responsibilities of Owner appurtenant thereto.

8. Nothing contained herein shall in any way constitute a release from any of the covenants, conditions and restrictions contained in the Declaration. This instrument only concerns construction and maintenance of the ADU/JADU, and shall not be interpreted or construed to affect any other rights, powers, duties, burdens or obligations of the parties hereto.

9. It is the intention of the parties to this Agreement that this Agreement and the covenants contained herein shall run with the land and shall be binding on and for the benefit of the property described above and all parties having or acquiring any right, title or interest in said property or any part thereof. This Agreement shall only become

dischargeable upon the decision of the Board, provided the Board has just cause for the same and has provided written notice to the Owners by certified mail.

10. If any party hereto brings an action against the other by reason of any breach or default of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to recover from the other party all costs and expenses of litigation, including reasonable attorney's fees and costs.

11. This Agreement constitutes the final expression of the parties' entire, integrated agreement with respect to Owners' construction and use of the ADU/JADU. There are no other representations, warranties, agreements, arrangements or undertakings, written or oral, between or among the parties hereto that relate to the subject matter of this Agreement which are not fully expressed herein.

12. This Agreement may be executed in one or more counterparts, and all counterparts so executed shall constitute one single and entire Agreement, which shall be binding on the parties hereto, and their successors and assigns, notwithstanding that each of the parties may not be signatories to the original or same counterpart. Facsimiles of this Agreement, or counterparts showing the execution of same by all parties, shall be of the same validity, force or effect as the original hereof.

[Signatures to Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seals as follows:

WOODRIDGE COMMUNITY ASSOCIATION

Date: _____

Print Name (President)

Signature

Date: _____

Print Name (Secretary)

Signature

OWNERS

Date: _____

Print Name

Signature

Date: _____

Print Name

Signature

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On _____, 202_, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On _____, 202_, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On _____, 202_, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

On _____, 202_, before me, _____, **NOTARY PUBLIC**, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under Penalty of Perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for
Said County and State