

**LAKE OF THE PINES ASSOCIATION
RULES & REGULATIONS**

**Accessory Dwelling Unit and
Junior Accessory Dwelling Unit Policy**



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This Accessory Dwelling Unit and Junior Accessory Dwelling Unit Policy (“Policy”) revokes all previous Operating Rules, Regulations and Policies regarding the same matters and substitutes in their place this Policy. This Policy applies to Lake of the Pines Association (hereafter the “Association”). This Policy is made pursuant to Civil Code 4751 and any applicable county ordinances. This Policy is intended to provide guidelines, rules and reasonable restrictions for approval, construction, modification, use and maintenance of Accessory Dwelling Units (“ADU”) or Junior Accessory Dwelling Units (“JADU”), as defined below. Any planned or proposed ADU or JADU must meet the requirements of Sections 65852.2 or 65852.22 of the Government Code, as applicable.

ARTICLE 1: DEFINITIONS

- 1.1 “Accessory Dwelling Units” or “ADU” means an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It must include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. An accessory dwelling unit also includes the following: (a) An efficiency unit; and (b) A manufactured home, as defined in Section 18007 of the Health and Safety Code.
- 1.2 “Junior Accessory Dwelling Units” or “JADU” means a unit that is no more than 500 square feet in size and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities or may share sanitation facilities with the existing structure.
- 1.3 “Accessory Structure” means a structure that is accessory and incidental to a dwelling located on the same lot.
- 1.4 “Efficiency Unit” has the same meaning as defined in Section 17958.1 of the Health and Safety Code.
- 1.5 “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.
- 1.6 “Public Transit” means a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes, and are available to the public.
- 1.7 “Submission Materials” means all plans, specifications, drawings, permits, signed remodel agreement and recordable covenant, contractor licenses and insurance certificates, Members’ certificate of insurance on the separate interest, and any other documents

deemed necessary for construction, modification, removal, or replacement of an ADU or JADU by the Environmental Control Committee and/or the Board.

- 1.8 Definitions in CC&Rs. Capitalized terms herein have the same definitions as the same terms when found in the Association's current Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

ARTICLE 2: GENERAL REQUIREMENTS

- 2.1 Insurance Required. Any ADU or JADU must, at all times, be subject to and covered by the more inclusive coverage and greater policy limits of any liability and/or property damage insurance coverage applicable to the Member's separate interest, whether voluntarily provided and/or required by the Association's Governing Documents.
- 2.2 Health and Safety Compliance. All ADUs and JADUs constructed in the Development must 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.
- 2.3 Governing Documents. Construction, modification, removal, replacement, and use of any ADU or JADU must comply with all architectural procedures, standards, contractor rules and other requirements of the Association's Governing Documents that may from time to time exist.
- 2.4 Licensed Contractors and Professionals.
- a. Any design, construction, modification, removal, replacement of an ADU or JADU must be performed by an architect and/or a general contractor, and/or such other subcontractors, each licensed by the State of California to perform the work to be performed, although an owner shall not be precluded from acting as an owner/builder as permitted by law.
 - b. Each architect or other professional must have professional liability insurance and each general contractor and/or other subcontractor must have commercial general liability insurance for the work to be provided.
 - c. All professionals and contractors must have workers compensation insurance as required by law.
 - d. All policies required by this section must have commercially reasonable limits, but no less than \$1,000,000 per occurrence. All professional or general liability coverage policies must also include completed operations coverage for at least three years after completion of the project. Each liability coverage policy must name the Association as an additional insured.
 - e. In its conditional approvals, the Association may require additional coverages or greater policy limits.
- 2.5 Building Department and Association Approvals. If the construction, modification, removal or replacement of an ADU or JADU requires the issuance of a building permit by or inspection of or approval by any governmental entity, the Member must obtain such permit, inspection and/or approval and present the Association with proof of same at each step. The more restrictive approval requirements as between those of any governmental entity and the Environmental Control Committee/Board, will control, unless contrary to law.
- 2.6 Garage Use. Subject to contrary provisions of the Articles, Bylaws or CC&Rs, and unless prior architectural approval has been granted to alter the garage, garages must be used for vehicle parking or storage only.

- 2.7 Good Standing. Only Members in Good Standing may submit architectural requests for approval for constructing, modifying, removing or replacing ADUs and JADUs.
- 2.8 Architect/Consultant. If at any time the Committee determines that it would be in the best interests of the Association and its Members for an applicant to employ an architect, licensed building designer, or engineer to design or review any proposed Improvements or component thereof, the Committee shall advise the applicant in writing of its determination whereupon all plans and specifications so designated by the Committee must thereafter bear appropriate evidence of such preparation or review. .
- 2.9 Deposit. The Environmental Standards may require that the submission of plans and specifications be accompanied by a reasonable fee. The Environmental Standards may also provide for a cash deposit procedure to help ensure proper and timely completion of works of Improvement in accordance with approved plans and specifications and to reimburse the Association for damage to roadways and other Common Facilities resulting from the Owner's construction project.

ARTICLE 3: ADU/JADU APPROVAL REQUIREMENTS AND PROCEDURES

- 3.1 Approval Required. Construction, modification, removal or replacement of an ADU or JADU or any part thereof is prohibited without advanced written approval of the Association's Environmental Control Committee or Board of Directors. Any application for construction, modification, removal or replacement of an ADU or JADU must be processed and approved by the Association in the same manner as any other architectural application for approval and must not be willfully avoided or delayed. Approvals and disapprovals must be in writing. Disapprovals must 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.
- 3.2 Appeal to Board. If a proposed construction, modification, removal or replacement of an ADU or JADU is disapproved, the Member is entitled to reconsideration by the Board, at an open meeting of the Board, except if the disapproval was made by the Board or a committee that has the same membership as the Board, at a properly noticed open meeting.
- 3.3 Approval Process. Members must apply for architectural approval and provide Submission Materials to the Environmental Control Committee and obtain written approval prior to commencing any construction, modification, removal or replacement of an ADU or JADU on or in a separate interest. If an application is not denied in writing within sixty (60) days from the date of receipt of the application, the application will be deemed approved, unless that delay is the result of a reasonable request for additional information; notwithstanding the above, all applications that violate the Association's Governing Documents or Building and Safety Codes or other laws are automatically deemed disapproved without action by the Environmental Control Committee unless reasonable variances are specifically approved in writing by the Environmental Control Committee.
- 3.4 Submission Materials. All Submission Materials in accordance with this Policy, the Association's Governing Documents and applicable laws, must be submitted to the Environmental Control Committee by personal delivery or certified mail. All Submission Materials must comply with all applicable laws.
- 3.5 Water Treatment System. If an ADU is to be connected to an onsite water treatment system, the applicant must submit a percolation test completed within the last five years, or, if the percolation test has been recertified, within the last 10 years.

- 3.6 Conditions of Approval. For an application to construct, modify, remove or replace an ADU or JADU to be considered complete and eligible for approval, a Member must comply with the conditions listed below. Most conditions must be complied with before approval will be granted. Those conditions which are conditionally approved must be complied with no more than 14 days after conditional approval. Except for one-time conditions, such as submission of an architectural application, all conditions must remain in full force and effect until the construction, modification, removal or replacement of the ADU or JADU is complete, and a certificate of occupancy has been granted. Those conditions set forth the recordable covenant will remain in effect indefinitely. All conditions must be met before any work may be commenced:
- a. Submit a complete application and all necessary Submission Materials before approval.
 - b. All plans, specifications and drawings must conform to the general plan, scheme and aesthetics of the development and must adhere to any applicable architectural standards of the Association.
 - c. Comply with all general requirements of Article 2 of this policy.
 - d. Provide the Environmental Control Committee with certificates of insurance for each insurance policy required herein by professional, contractor and subcontractor performing any work related to the construction, modification, removal and/or replacement of the ADU and/or JADU.
 - e. Provide the Environmental Control Committee with certificates of insurance for any liability and/or property damage insurance required herein on the Member's separate interest and the ADU and/or JADU subject to construction, modification, removal and/or replacement.
 - f. Submit the Deposit.
 - g. Execute and submit an ADU/JADU Construction Agreement, if applicable.
 - h. Execute and submit a recordable Agreement Containing Covenants ("Covenant") to be prepared and recorded by the Association and/or its legal counsel, at the Member's expense. The Covenant will be recorded in the Official Records of the County Record of Nevada County and will run with the land and bind all current and future owners of the separate interest upon which the ADU and/or JADU is constructed. The Covenant will require at least the following general conditions:
 - i. Members must comply with all ongoing conditions of approval, such as insurance obligations.
 - ii. The ADU and/or JADU may not be sold or otherwise conveyed separate from the primary residence.
 - iii. Members owning the separate interest upon which the ADU/JADU is located will be liable for and must indemnify and defend the Association and/or any other Member for claims, litigation expenses, legal fees, costs, expenses and losses arising from, concerning, and/or relating to, property damage and/or other damages to any separate interest, Common Area or Exclusive Use Common Area and/or personal injuries sustained to any Member resulting from, concerning and/or relating to the construction, modification, removal, replacement or use of an ADU or JADU.
 - iv. The ADU and/or JADU will be considered an improvement upon the Member's separate interest and the Member must maintain, repair and replace said improvements in the manner provided for by the Association's CC&Rs and/or the law and will be otherwise subject to all the Association's Governing Documents.

- v. The cost of all utilities servicing or otherwise associated with the ADU or JADU will be the responsibility of the Member.
 - vi. Member must pay an ADU/JADU fee per the Association Fee Schedule.
 - vii. The Member must disclose this policy (or any amendment of this policy) and the recorded Covenant concerning the ADU and/or JADU to prospective buyers during and through escrow.
 - viii. JADUs are restricted to the size and attributes set forth in California Government Code Section 65852.22, Nevada County ordinances and/or regulations, and any other legal restrictions that may be enacted at any time.
- 3.7 Additional Restrictions and Conditions of Approval.
- a. *Generally.* The Association through its Environmental Control Committee and/or Board is permitted to impose additional reasonable restrictions and architectural standards on the construction, modification, removal, replacement, use, maintenance and repair of ADUs and JADUs which are not inconsistent with the Association's Governing Documents and the law.
 - b. *Limitations on ADU and JADU Restrictions.* Reasonable restrictions on ADUs and JADUs may not unreasonably increase the cost to construct, effectively prohibit the construction of, or extinguish the ability to otherwise construct, an ADU or JADU consistent with the provisions of Section 65852.2 or 65852.22 of the Government Code.
- 3.8 Variance. Members must comply with this Policy and all architectural standards of the Association, unless a variance for a particular item is specifically requested in writing by a Member and is specifically granted in writing by the Association. The granting of a variance for one ADU/JADU project does not ensure the same variance would be appropriate for another such project.
- 3.9 Expiration of Approvals. If work has not begun within six (6) months of the project's approval, all approvals automatically expire without further notice, and Member must reapply for approval.

ARTICLE 4: ADU CONSTRUCTION

- 4.1 Architectural Standards. Members must follow all architectural standards set by the Board or Environmental Control Committee.
- 4.2 Contractor Rules. Members must ensure that all contractors and subcontractors receive a copy of the Association's contractor rules, if any, and abide by them.
- 4.3 ADU Location. The ADU may be either (1) attached to, or located within, the existing primary dwelling, including attached garages, storage areas or similar locations, or (2) an accessory structure or detached from the existing primary dwelling and located on the same lot/separate interest as the existing primary dwelling.
- 4.4 ADU Floor Area
- a. *Attached ADU.* If there is an existing primary dwelling, the total floor area of an attached ADU cannot exceed 50 percent of the existing primary dwelling.
 - b. *Detached ADU.* The total floor area for a detached ADU cannot exceed 1,200 square feet.
 - c. *Minimum Square Footage.* An ADU cannot be smaller than an Efficiency Unit.
 - d. *Maximum Square Footage.* An ADU with one bedroom cannot exceed 850 square feet in size. An ADU with more than one bedroom cannot exceed 1000 square feet in size.

- 4.5 ADU and/or JADU Configurations. The following ADU or JADU construction configurations may be permitted, subject to compliance with all Governing Documents, including this policy, and all applicable laws. These do not represent all potential ADU and JADU configurations.
- a. One ADU or JADU per lot with an existing single-family dwelling if all the following apply:
 - i. The ADU or JADU is within the existing space of a single-family dwelling or accessory structure and may include an expansion of not more than 150 square feet beyond the same physical dimensions as the existing accessory structure. An expansion beyond the physical dimensions of the existing accessory structure must be limited to accommodating ingress and egress.
 - ii. The space has exterior access from the existing single-family dwelling.
 - iii. The side and rear setbacks provide sufficient clearances for fire and safety.
 - iv. A junior accessory dwelling unit also complies with the requirements of Section 65852.22.
 - b. One detached, new construction, ADU with side and rear yard setbacks not exceeding four feet, with a total floor area of not more than 800 square feet, and a height of not more than 16 feet is permitted if it also complies with local development standards and laws.
- 4.6 No Passageway Required. No passageway is required in conjunction with the construction of an ADU.
- 4.7 Setback Requirements. No setback is required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an ADU or to a portion of an ADU, and a setback of no more than four (4) feet from the side and rear lot lines must be required for an ADU that is not converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.
- 4.8 Local Building Codes Apply. The construction of an ADU must adhere to local building code requirements, as appropriate.
- 4.9 Fire Sprinklers. If fire sprinklers are required for the primary residence, then the ADU or JADU must also have fire sprinklers installed.
- 4.10 Off-street Parking. When a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or JADU, or converted to an ADU or JADU, those off-street parking spaces are not required to be replaced.
- 4.11 Parking Standards. Parking standards cannot be imposed for an ADU if:
 - a. The ADU is located within one-half mile walking distance of public transit.
 - b. The ADU is located within an architecturally and historically significant historic district.
 - c. The ADU is part of the proposed or existing primary residence or an accessory structure.
 - d. When on-street parking permits are required but not offered to the occupant of the ADU.
 - e. When there is a car share vehicle located within one block of the accessory dwelling unit.
- 4.12 Private Sewage Disposal. A local health officer must approve the ADU construction if a private sewage disposal system is being used, if required by law.
- 4.13 Construction Rules Applicable to JADUs Only.
 - a. A Member may construct no more than one JADU per residential lot zoned for single-family residences with a single-family residence built on the lot.

- b. All JADUs must be constructed entirely within the walls of the existing single family residence.
 - c. All JADUs must have a separate entrance from the main entrance to the existing single family residence.
 - d. The Association is permitted to require, as a condition of approval, that a JADU include an efficiency kitchen, which must include all the following:
 - i. A cooking facility with appliances; and
 - ii. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the junior accessory dwelling unit.
 - e. No additional parking can be required for JADUs.
- 4.14 Inspection. The Association has the right, but not the obligation, to periodically inspect any work approved by the Environmental Control Committee. Members must allow inspection and work may be halted and the Member fined if inspection is not allowed. Such inspections do not relieve a Member from their duty to comply with the Association's architectural standards, any portion of this Policy and all applicable building, safety and fire codes and other laws.
- 4.15 Mechanics' Liens. Members must ensure that no lien is placed against any other separate interest or against the Common Areas for labor or material furnished to their separate interest. If a lien is placed against the Common Areas or another Member's separate interest, and the responsible Member does not promptly cause the removal of the lien, the Association may, after reasonable written notice of its intentions to the responsible Member, pay the amounts necessary to have the lien removed and levy a Reimbursement Assessment against the responsible Member for all costs incurred by the Association in doing so, including, without limitation, recorder's fees and attorney fees.
- 4.16 Diligent Construction. Member are permitted nine (9) months from the Association's approval of the ADU or JADU construction project to complete the work or abandon the project and restore the separate interest to its pre-project condition. Extensions may be granted, at the Association's sole discretion, for reasonable delays. The Member has the burden of proving any delays were due to matters beyond the Member's control, such as work stoppages, fire, flood, or other natural calamity, or a pandemic. If the Project is not completed or abandoned and fully restored within the specified time limit, including any extensions granted, such failure will be deemed a violation of this policy subject to fines of up to \$100.00 per day and/or other discipline (following proper notice and a hearing) until the ADU or JADU construction project is completed or abandoned and fully restored.
- 4.17 Incomplete or Inadequate Work. If the ADU or JADU construction project is incomplete or is not completed in compliance with the submitted plans and specifications, following a properly noticed hearing with Member, the Association may, but is not required to, complete and/or correct the non-compliance. Recovery of the cost of doing so may be sought by any lawful means, including, without limitation, a reimbursement assessment, application of a reimbursement assessment to any funds remaining in the Deposit, or by a collection action.

ARTICLE 5: ADU AND JADU USE AND MAINTENANCE

- 5.1 Certificate of Occupancy. No ADU or JADU may be occupied by anyone for residential purposes until a certificate of occupancy is issued for the ADU or JADU and provided to the Board or Environmental Control Committee.
- 5.2 Rental and Sale. The accessory dwelling unit may be rented separately from the primary residence but may not be sold or otherwise conveyed separate from the primary residence.

- 5.3 Minimum Rental Period. No ADU or JADU may be rented for a period of less than thirty (30) days. No ADU or JADU may be advertised as being available for rent or lease for a period of less than thirty (30) days or in a manner that would suggest or imply the ADU or JADU was available for rent or lease for a period of less than thirty (30) days. Member cannot re-lease the ADU or JADU before the end of the thirty (30) day rental period if the Tenant moves out before the end of such period.
- 5.4 Lease Requirements. No Member is permitted to lease less than their entire ADU or JADU.
- 5.5 Lease Addendum. Any lease or rental agreement between Member and Tenant must be in writing. In addition, at the Association's sole option, the Member(s) owning a separate interest, their Tenant(s), and the Association must execute a "Lease Addendum" supplied by the Association. Member(s) and Tenant(s) must agree, at a minimum, to the following terms:
- a. the lease is for the entire ADU or JADU;
 - b. no assignments or subleases are permitted;
 - c. the lease is for not less than thirty (30) days and Member cannot re-lease the ADU or JADU before the end of the thirty (30) day rental period, if the Tenant moves out before the end of such period;
 - d. Tenant agrees to comply with the Association's Governing Documents and be subject to the same disciplinary procedures and fines as Members;
 - e. Member agrees to assign rents to the Association if the Member becomes sixty (60) days delinquent in the payment of Assessments to the Association;
 - f. Tenant must carry renter's insurance;
 - g. Member grants the Association the power to institute an unlawful detainer action on his/her/their behalf for violation of the terms of the Lease Addendum; and
 - h. if there is a conflict, the terms of the Lease Addendum supersede the terms of any other agreement between Member and Tenant. If a Lease Addendum is not executed as described above, Member and Association are nonetheless bound by the terms of this section as though the Lease Addendum had been executed by them.
- 5.6 Governing Documents. Tenants shall be provided with a reference to the Association's Rules and Regulations and members will be responsible for ensuring compliance.
- 5.7 Tenant Information. Members must promptly provide the Association with the current name, address, phone number, and email address of all ADU and JADU residents and any changes in such information.
- 5.8 Owner Occupancy Not Required for ADU. Under the law, Members cannot be required to occupy the ADU located on their separate interest. This policy does not change the Association's existing occupancy and/or rental/leasing prohibitions and restrictions as to the primary residence on a separate interest.
- 5.9 Owner Occupancy Required for JADU. Members must occupy the single-family residence in which a JADU is built. The Member may reside in either the remaining portion of the structure or the newly created JADU. Member-occupancy is not required if the owner is a governmental agency, land trust, or housing organization.
- 5.10 Unlawful Detainer. Members who lease their Lots and/or Residences must ensure compliance with the Association's Governing Documents by their Tenants. If a Member fails to take legal action against his/her Tenant, who is in violation of the Governing Documents, within ten (10) days after receipt of the Association's written demand to do so, the Association is permitted to institute unlawful detainer proceedings on behalf of such Member and against the Tenant and the Association is hereby granted right of possession to the ADU or JADU for such purpose. The Association may be awarded costs of suit and/or attorneys' fees by the court as provided by law.

- 5.11 Assignment of Rents. As security for the payment of Assessments, fines, and other sums owed to the Association, Members who lease their Residences pledge their rights as Landlords (including the right to receive rent) to the Association. If a Member becomes delinquent in payment of Assessments or fines to the Association, the Association is permitted to assign the rents payable by the Tenant to the Association until the Member's account is paid in full as provided for in Civil Code §2938 or any other provision of law. During the period of assignment, Members have no right to collect the assigned amounts from Tenants and may not evict Tenants for complying with the Association's assignment of rents.
- 5.12 No Criminal Activity. No Person is permitted to reside in the Development if they engage in criminal activities. For purposes of this section "criminal activities" includes, without limitation, drug-related activities (including the illegal manufacture, sale, distribution, use or possession of a controlled substance), gang-related activities, the unlawful use or discharge of firearms, prostitution, or any misdemeanors or felonies enumerated in the California Penal Code, or any federal criminal statute, local ordinance, regulation or other law. For purposes of this section "reside" means the use or residency of any ADU or JADU by any Person for more than five (5) consecutive days or more than ten (10) aggregate days, whether consecutive or not, in any one calendar year. In addition, Members owning an ADU, or JADU must prohibit, in their lease, rental agreement or otherwise, Persons who engage in criminal activities from occupying their ADU or JADU.

ARTICLE 6: ADU AND JADU ASSESSMENTS

- 6.1 Subject to Assessments. Subject to the Association's Governing Documents, all ADUs and JADUs are subject to regular and special assessments levied by the Association in amounts sufficient to perform its obligations under the governing documents and the Davis-Stirling Act, but not beyond the amount necessary to defray the costs for which it is levied.

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