

ARCHITECTURAL GUIDELINES SUPPLEMENT

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

Lakeshore Community Association

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

Lakeshore Community Association

This Accessory Dwelling Unit and Junior Accessory Dwelling Unit Policy (“Policy”) is adopted to address and clarify the provisions in Civil Code 4751 and other city or governmental ordinances which may apply. This Policy is intended to provide guidelines, rules and reasonable restrictions for approval, construction, modification, use and maintenance of Accessory Dwelling at Lakeshore. Any planned or proposed ADU or JADU must comply with all relevant laws and meet the requirements of local ordinances and Sections 65852.2 or 65852.22 of the Government Code, as applicable.

ARTICLE 1: DEFINITIONS

1.1 “Accessory Dwelling Units” 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 shall 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” 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, as follows:

- a. The unit shall have a living room of not less than 220 square feet of floor area. An additional 100 square feet of floor area shall be provided for each occupant of such unit in excess of two.
- b. The unit shall be provided with a separate closet.
- c. The unit shall be provided with a kitchen sink, cooking appliance and refrigeration facilities, each having a clear working space of not less than 30 inches in front. Light and ventilation conforming to the applicable

building code must be provided.

- d. The unit shall be provided with a separate bathroom containing a water closet, lavatory and bathtub or shower.

1.5 “Manufactured home,” means a structure that was constructed on or after June 15, 1976, is transportable in one or more sections, is eight body feet or more in width, or 40 body feet or more in length, in the traveling mode, or, when erected on site, is 320 or more square feet, is built on a permanent chassis and designed to be used as a single-family dwelling with or without a foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein. “Manufactured home” includes any structure that meets all the requirements of this paragraph except the size requirements and with respect to which the manufacturer voluntarily files a certification and complies with the standards established under the National Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C., Sec. 5401, and following). (As amended from time to time by Health and Safety Code Section 18007.)

1.6 “Passageway” means a pathway that is unobstructed clear to the sky and extends from a street to one entrance of the accessory dwelling unit.

1.7 “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.

1.8 “Submission Materials” means all plans, specifications, drawings, permits, signed remodel agreement and recordable covenant, contractor license and insurance, Members certificate of insurance and any other documents necessary for construction, modification, removal, or replacement of an ADU or JADU.

1.9 “Governing documents” means the CC&Rs, Bylaws, architectural rules or guidelines and any other documents, such as operating rules or articles of incorporation, which govern the operation of the Association.

1.10 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 Member with an ADU or JADU must, at all times, maintain insurance coverage on the ADU or JADU as provided for by the Governing Documents for the primary dwelling.

2.2 Health and Safety Compliance. All ADUs and JADUs constructed in the Covered Property 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.

2.4 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, and who has liability insurance for the work to be provided with commercially reasonable policy limits.

2.5 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 Member to the appropriate governmental entity for review and approval. If there is a conflict between the conditions of approval imposed by the governmental entity and the Architectural Review Committee/Board, the more restrictive conditions shall control, unless otherwise prohibited by law. The Architectural Review Committee/Board may impose conditions of approval which are more restrictive than conditions imposed by governmental agencies but only in the context of aesthetic appearance and safety concerns..

2.6 Garage Use. Garages must be used for vehicle parking purposes only as provided for in the Governing Documents, unless an architectural change application has been submitted and approved by the Board. The exterior must have the appearance of a garage door and the garage door cannot be eliminated. If a portion of a garage is converted to an ADU or JADU, the remaining portion of the garage must be used for vehicle parking purposes.

2.7 Architect/Consultant. The Board may retain the services of an architect and one or more consultants to assist the Architectural Review Committee in its duties. Compensation for architect's or consultants' services must be fixed by the Board. The cost of such consultants and any related expenses may be charged to those Members submitting Submission Materials for construction, modification, removal or replacement of an ADU and/or JADU. Architect/consultant costs in excess of \$300.00 will be submitted to the Member for approval before being incurred by the Association.

2.8 Deposit. Members must provide the Association a deposit ("Deposit") in the amount of \$1,000 prior to the commencement of any construction work on an ADU or JADU. The Deposit will be used to offset reasonable expenses incurred by the Association including, but not limited to, reviewing plans, consulting fees, attorneys' fees, and damage to the Association's common areas, as well as fines and penalties, including daily fines imposed for failure to complete the construction work, as provided for in this Policy. The Deposit shall not restrict the amount of monies the Association may charge for reimbursement of reasonable expenses it incurs or penalties assessed related to construction of an ADU or JADU. If the Deposit is not sufficient to cover all reimbursements, damages, and/or fines, Member shall be specially assessed for the un-reimbursed difference and shall be collected as provided for in the CC&Rs. At the conclusion of the ADU/JADU construction project, the Deposit, excluding any reasonable expenses incurred by the Association and/or fees and penalties, shall be returned to the Member.

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 Architectural Review Committee or Board of Directors. Any application for construction 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 submit an architectural change application ("Application") and Submission Materials to the Architectural Committee and obtain written approval prior to commencing any construction on a Lot for the ADU or JADU. Unless a delay in approval by the Architectural Committee is the result of (i) the applicant's failure to properly submit an application in accordance with the Association's guidelines, or (ii) a reasonable request by the Architectural Review Committee for additional information, the application shall be deemed approved within 60 days of being submitted to the Architectural Committee unless the application has been disapproved by the Architectural Review Committee. Provided, however, that all applications that violate the Association's Governing Documents or Building and Safety Codes are automatically disapproved without action by the Architectural Review Committee unless variances are specifically approved in writing by the Architectural Review Committee or Board.

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 Architectural Review Committee by personal delivery or certified mail. All Submission Materials must comply with all applicable laws.

3.5 Conditions of Approval. A Member must meet the following conditions before an application will be considered complete or approval granted for the construction, modification, removal, or replacement of an ADU or JADU.

- A. Submit a complete application and all necessary Submission Materials, including proof of approval by the applicable governmental entity responsible for issuance of permits. Issuance of a permit is a condition of approval by Association but does not guarantee approval by the Architectural Review Committee.
- B. All plans, specifications and drawings must conform to the general plan, scheme and aesthetics of the development and must adhere to the architectural standards of the Association, as applicable.
- C. Use a licensed architect and/or contractor for the design, construction, modification,

removal or replacement of an ADU or JADU. Members must provide the Architectural Review Committee a copy of all applicable licenses.

- D. Provide the Architectural Review Committee a certificate of insurance for all applicable insurance related to construction of the ADU and/or JADU that names the Association as an additional insured under the Member's insurance policy at least in the amount of \$1,000,000 within 14 days of approval of the application. No work shall commence without providing the necessary certificate of insurance. This insurance must be maintained in full force and effect throughout the duration of the construction, modification, removal or replacement of the ADU and/or JADU.
- E. Submit the Deposit.
- F. Execute and submit an ADU/JADU Construction Agreement, if applicable.
- G. Execute and submit a recordable Covenant Agreement ("Covenant") containing covenants to be prepared and recorded by the Association, at the Member's expense. The Covenant will be recorded with the Los Angeles County recorder's office and will run with the land and bind the applicant and applicant's successors in interest. The Covenant will require the following:
 - a. The ADU and/or JADU may not be sold or otherwise conveyed separate from the primary residence.
 - b. The costs for damage to any Lot, separate interest, Common Area or Exclusive Use Common Area resulting from the construction, modification, removal, replacement or use of an ADU or JADU shall be the responsibility of the Member owning the ADU/JADU.
 - c. The ADU or JADU shall be governed by and conform to the Association's Governing Documents.
 - d. The cost of all utilities associated with the ADU or JADU shall be the responsibility of the Member.
 - e. Member shall agree to pay assessments related to the ADU or JADU.
 - f. Member shall insure the ADU/JADU in a manner similar to the primary residence as required by the Governing Documents.
 - g. Member is responsible for all obligations and costs for the maintenance, repair, and replacement of the ADU/JADU.
 - h. All maintenance, repair and replacement related to the ADU/JADU shall be made, at a minimum, to the standards of the Association and shall comply with the Association's requirements for timing of such maintenance, repair and replacement work.
 - i. The Member shall be responsible for disclosing to prospective buyers the

existence of the ADU/JADU and the related responsibilities of the Member with regards to the Covenant, this Policy and any other Governing Document.

- j. The Member shall indemnify, defend and hold harmless the Association against any and all claims, actions or demands related to the ADU or JADU.
- k. JADUs are restricted to the size and attributes set forth in California Government Code Section 65852.22.
- l. Tenants residing in ADU/JADU shall not have automatic rights to use Association amenities unless same are completely allocated by Owner to that Tenant. Association shall be entitled to charge a reasonable amenity fee of no less than \$200 to Owner for the additional burden on the Association resulting from Tenant's additional use of the amenities.

3.6 Additional Restrictions and Conditions of Approval. The Association may impose additional reasonable restrictions and architectural standards on the construction, modification, removal, replacement, use, maintenance and repair of ADUs and JADUs. The Architectural Review Committee may impose additional reasonable conditions of approval of the Member's architectural request to construct an ADU or JADU which are not inconsistent with the Association's Governing Documents and the law.

- A. *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.

3.7 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 Members and is specifically granted in writing by the Association.

3.8 Expiration of Approvals. If work has not begun within six (6) months of the Project's approval, all approvals shall expire and Member shall reapply for approval.

ARTICLE 4: ADU CONSTRUCTION

4.1 Architectural Standards. Member must follow all architectural standards set by the Board or Architectural Review Committee.

4.2 Contractor Rules. Member shall ensure that all contractors and subcontractors receive a copy of the Association's applicable contractor rules and abide by them.

4.3 ADU and/or JADU Configurations. A Member is limited to establishing ADUs/JADUs in accordance with Subsections A, B, or C below, so long as the provisions of this

Policy, the Governing Documents and all applicable laws are followed. Only one (1) of the ADU developments described in the three (3) Subsections (A, B, or C) below may be established on a single Lot. To establish ADU(s) in accordance with Subsections A, B, or C, all standards of the respective Subsection must be satisfied.

A. Standards to Establish One (1) ADU on a Lot with an existing single-family dwelling.

a. Size of ADU.

- i. Maximum size of ADU. 1,200 square feet, including attics greater than six feet in height, unconditioned storage space, and lofts.
- ii. Minimum size of ADU. Efficiency Unit, as defined in Section 17958.1 of the California Health and Safety Code.

b. Driveways. The driveways serving the primary residential use and ADU shall be combined where possible. An adjustment may be granted if combining driveways is hindered by a physical site constraint, or would require the removal of oak trees or other native trees.

c. Attached ADUs

- i. When an ADU is attached to the primary dwelling, the entrances shall be designed to maintain the character of a single-family dwelling, and to avoid changing the appearance of the primary dwelling to resemble a duplex.
- ii. An ADU shall have independent exterior access separate from the primary dwelling. The entrance to an attached ADU shall not be located on the same building face as the entrance to the primary dwelling.

d. Setbacks

- i. Detached ADUs. Detached ADUs shall comply with the same setback requirements pertaining to distance from property lines or alleys for residential accessory buildings and structures in Section 22.10.140 (Setbacks), however, minimum setback requirements for detached ADUs shall not exceed four (4) feet from side and rear lot property lines.
- ii. Attached ADUs. Attached ADUs shall comply with the setback requirements of the primary residential use.
- iii. Exception. No additional setback shall be required for ADUs or portions of ADUs constructed in the same location and to the same dimensions of a permitted existing structure.

B. Standards to Establish One (1) ADU or JADU within a Proposed Single-Family Dwelling or Existing Structure.

- a.* The ADU or JADU will be completely within the (1) proposed space of a single-family dwelling, (2) existing space of a single-family dwelling, or (3) existing space of an accessory structure.
- b.* The existing accessory structure to be converted to an ADU may be expanded by a maximum of 150 square feet. Such expansion shall only be permitted to accommodate ingress and egress.
- c.* The space for an ADU or JADU has exterior access separate from the proposed or existing single-family dwelling.
- d.* The side and rear setbacks are sufficient to satisfy fire and safety requirements.
- e.* The JADU complies with the requirements of this policy and Government Section 65852.22.
- f.* The maximum size of the ADU shall not exceed 1,000 square feet.

C. Standards to Establish One (1) Detached, New Construction, ADU and one (1) JADU on a Lot with a Single-Family Dwelling.

- a.* The lot contains a proposed or existing single-family dwelling.
- b.* The maximum size of the detached ADU shall not exceed 800 square feet.
- c.* The maximum height of the detached ADU shall reflect applicable local code height limitations.
- d.* The minimum side and rear setbacks of the detached ADU shall be subject to local code limitations.
- e.* The JADU complies with the requirements of this policy and Government Section 65852.22.

4.4 No Passageway Required. No passageway shall be required in conjunction with the construction of an ADU.

4.5 Local Building Codes Apply. The construction of an ADU must adhere to local building code requirements, as appropriate.

4.6 Fire Sprinklers. If fire sprinklers are required for the primary residence, then the ADU or JADU must also have fire sprinklers installed.

4.7 Off-street Parking. No off-street parking spaces are required for ADUs or JADUs. Off-street parking spaces for the primary residential use that are demolished or converted in conjunction with the establishment of an ADU or JADU do not have to be replaced.

4.8 Parking Rules. Members who construct ADUs or JADUs and residents who live in ADUs or JADUs are subject to all of the Association's parking rules and regulations found in the Governing Documents.

4.9 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 primary residence.
- C. All JADUs must have a separate entrance from the main entrance of the primary residence.
- D. All JADUs must include an efficiency kitchen, which shall include all of the following:
 - a. A cooking facility with appliances; and
 - b. A food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.
- E. No additional parking shall be required for JADUs.

4.10 Inspection. The Association has the right, but not the obligation, to periodically inspect any work approved by the Architectural Review 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 his/her duty to comply with the Association's architectural standards, any portion of this Policy and all applicable building, safety and fire codes.

4.11 Mechanics' Liens. Members shall ensure that no lien is placed against any other Lot or against the Common Areas for labor or material furnished to their Lot. If a lien is placed against the Common Areas or other Member's Lot, and the responsible Member does not immediately cause the removal of the lien, the Association may, after written notice to the responsible Member, pay the amounts necessary to have the lien removed and levy a Reimbursement Assessment against the responsible Member for the monies advanced as well as any fees, including attorney fees, and costs incurred by the Association.

4.12 Diligent Construction. Member shall have nine (9) months from the Association's approval of the ADU or JADU construction project to complete the work. Extensions may be granted, at the Association's discretion, for delays caused by strikes, fires, holidays, or other events beyond Member's control. If the Project is not completed in a timely manner and no extensions or further extensions have been granted, fines shall accrue at the rate of up to \$100.00 per day until the ADU or JADU construction project is completed.

4.13 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 and following a noticed hearing with Member, the Association may correct the problem and deduct the cost from the Deposit, special assess Member for reimbursement, require that the incomplete construction be removed and/or take legal action to have the problem corrected.

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 Architectural Review Committee.

5.2 Rental and Sale. The ADU may be rented separate 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.

5.4 Lease Requirements. No Member is permitted to lease less than their entire ADU or JADU. The initial term of any ADU or JADU lease must be at least thirty (30) days. If a Tenant vacates after less than thirty (30) days, the Member may not re-lease the ADU or JADU, or any portion thereof, until the expiration of thirty (30) days from the date the Tenant moved into the ADU or JADU, or any portion thereof, unless the Member applies for and receives a hardship exception from the Board.

5.5 Lease Addendum. Any lease or rental agreement between a Member and a Tenant must be in writing. In addition, Member, Tenant, and the Association must execute a "Lease Addendum" supplied by the Association. Member and Tenant must agree, at a minimum, to the following terms: (i) the lease is for the entire ADU or JADU; (ii) no assignments or subleases are permitted; (iii) the lease is for not less than thirty (30) days and Member cannot re-lease the ADU or JADU if Tenant moves out before Tenant's thirty day occupancy has been completed; (iv) Tenant agrees to comply with the Association's Governing Documents and be subject to the same disciplinary procedures and fines as Members; (v) Member assigns rents to the Association if the Member becomes sixty (60) days delinquent in the payment of Assessments to the Association; (vi) Tenant must carry renter's insurance; (vii) 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 (viii) 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. Members must provide their Tenants with the Association's Rules and Regulations and ensure compliance with them.

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 Residential Use Only. The ADU/JADU may be used for residential purposes only. It may not be used for hotel-like operations, motel, transient or time-share purposes, or used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or other purposes which is deemed non-residential under any law or inconsistent with the Governing Documents. No ADU/JADU may be advertised with Airbnb, VRBO,

Flipkey, Homeaway, or by any other means, 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/JADU was available for rent or lease for a period of less than thirty (30) days.

5.9 Owner Occupancy Not Required for ADU. Members are not required to occupy the primary residence nor the ADU, but it is recommended.

5.10 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 shall not be required if the owner is a governmental agency, land trust, or housing organization.

5.11 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.

5.12 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.

5.13 No Criminal Activity. No Person is permitted to reside in the Covered Property 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.