

BACKYARD ACCESSORY DWELLING UNIT POLICY **FOR MAGDALENA ESTATES**

Effective _____, 2026

Purpose and Authority

This Backyard Accessory Dwelling Unit (“ADU”) Policy for Magdalena Estates Community Association (“Association”) establishes standards and procedures for the review, approval, construction, and ongoing use of certain detached backyard ADUs within the Association. This Policy is intended to promote orderly development, preserve community aesthetics, protect neighboring lots from unreasonable impacts, and provide clear guidance to Owners and the Association.

This Policy is adopted pursuant to the Association’s Declaration, Bylaws, Architectural Review authority, rules and regulations authority, and all other applicable governing document provisions, together with applicable Arizona law. The Association’s Board recognizes that Arizona law addresses municipal regulation of accessory dwelling units, including A.R.S. § 9-461.18 and Phoenix City Code § 706, and adopts this Policy as a private covenant-based standard applicable within the community.

Scope, Intent, and Applicability

This Policy applies only to backyard ADUs proposed to be constructed, installed, altered, replaced, or maintained on residential Lots within the Association.

For purposes of this Policy, the term backyard ADU means only a detached accessory dwelling unit located behind the rear plane of the principal residence, subject to the siting standards in this Policy. This Policy does not authorize any attached ADU, interior conversion ADU, front-yard ADU, side-yard stand-alone dwelling, or any other structure not expressly permitted herein.

No Owner shall construct, place, install, enlarge, alter, occupy, lease, or use a backyard ADU unless and until the Owner has received written approval from the Association in accordance with this Policy and all required governmental approvals.

Definitions

For purposes of this Policy, the following definitions apply:

1. **Association** means **Magdalena Estates Community Association**, acting through the Board of Directors, Architectural Review Committee (**ARC**), or their authorized designees.
2. **Backyard ADU** means a detached, self-contained residential living unit located on the same Lot as an existing single-family dwelling, situated in the backyard area only, subordinate to the main residence, and containing sleeping space, bathroom facilities, and any kitchen or kitchenette approved by applicable governmental authorities.
3. **Lot** means a residential lot within the Association that is improved with an existing primary single-family residence.

4. **Owner** means the record owner or owners of fee title to a Lot.
5. **Primary Residence** means the principal single-family dwelling constructed on the Lot.
6. **Architectural Application** means the complete submission required by the Association for review of a proposed backyard ADU, including all plans, specifications, permits, and supplemental materials required by this Policy.

General Policy Statement

1. **Permitted structure.** Subject to strict compliance with this Policy, the Association may approve one detached backyard ADU on a Lot containing an existing primary residence.
2. **No automatic right.** Nothing in this Policy creates an automatic right to construct a backyard ADU. Each proposal remains subject to Association review for compliance with the governing documents, this Policy, and reasonable architectural standards.
3. **Accessory use only.** A backyard ADU shall remain accessory and subordinate to the primary residence at all times and may not be severed, separately conveyed, or separately platted from the Lot.
4. **Backyard location required.** A backyard ADU must be located only in the backyard portion of the Lot and may not be placed in front of the residence or in a location that the ARC reasonably determines functions as a front-yard or street-side detached dwelling.

Approval Requirements and Submission Materials

1. **Prior written approval required.** The Owner must obtain written ARC approval before submitting for construction commencement within the community and before beginning any site work, demolition, grading, utility work, delivery, placement, fabrication, or construction activity for a backyard ADU.
2. **Governmental approvals required.** The Owner is solely responsible for obtaining all required approvals, permits, inspections, and clearances from the City of Phoenix and any other applicable governmental authority. Association approval does not waive or replace any governmental requirement, and governmental approval does not waive or replace Association approval.
3. **Complete application.** The ARC may require a complete Architectural Application including, at minimum:
 - a. a site plan showing lot lines, existing improvements, utility easements, walls, gates, setbacks, drainage features, HVAC equipment, and the proposed ADU location;
 - b. floor plans and exterior elevations with dimensions;
 - c. roof plan, height information, and exterior material specifications;
 - d. exterior color and finish schedule;
 - e. lighting plan;
 - f. drainage and grading information reasonably sufficient for review;
 - g. construction schedule and staging plan;
 - h. evidence of submitted or approved City permits and related documents as requested by the ARC; and

- i. any additional information the ARC reasonably requests to evaluate visual impact, drainage, privacy, access, utilities, and neighborhood compatibility.
4. **Incomplete applications.** The ARC may deem an application incomplete and decline substantive review until all requested information is provided.
5. **Field changes prohibited without approval.** Any material deviation from approved plans, including relocation, size increase, height change, exterior finish change, roof form change, window change, utility relocation, or modified access configuration, requires additional written approval.

Development Standards

1. **Detached backyard ADUs only.** Only detached backyard ADUs are eligible for approval under this Policy.
2. **Maximum size.** Unless the ARC approves a smaller size limitation for a particular Lot based on site conditions, a backyard ADU shall not exceed **500 square feet** measured to enclosed livable area. Roof overhangs, uncovered walkways, and similar nonhabitable projections are not counted toward livable area, but covered porches, patios, or similar roofed areas may be regulated by the ARC as part of the overall design review.
3. **Height limit.** A backyard ADU shall not exceed **10 feet in overall height**, measured from finished grade to the highest point of the roof structure, including utility service components that must be installed in compliance with code and screened to the extent reasonably feasible.
4. **Setbacks.** Unless a greater setback is required by the ARC because of unusual Lot conditions, drainage concerns, wall maintenance access, or utility conflicts, a backyard ADU shall maintain at least **15 feet** from side and rear property lines.
5. **Separation from primary residence and walls.** The backyard ADU shall maintain reasonable separation from the primary residence, perimeter walls, pool equipment, and other improvements as required by applicable code, utility conditions, and sound architectural judgment.
6. **Foundation and permanence.** The backyard ADU shall be a permanent improvement constructed on an engineered foundation or slab approved by applicable governmental authorities. No temporary structure, portable living unit, RV, trailer, shipping container dwelling, or wheeled unit may be used as a backyard ADU.
7. **Utilities.** All utility connections shall be professionally installed, code-compliant, and located to minimize visual impact. Exterior utility equipment must be screened from neighboring Lots and streets to the extent reasonably practicable.
8. **Drainage.** The Owner shall ensure that construction and final installation do not create unreasonable drainage impacts, ponding, erosion, or discharge onto neighboring property or Common Area.
9. **Easements.** No backyard ADU may be placed within or over any easement if prohibited by recorded documents, utility requirements, or law. The Owner bears sole responsibility to identify and avoid all easements and restricted areas.

Architectural and Design Standards

1. **Neighborhood compatibility.** The design of the backyard ADU must be visually compatible with the character of the Association and the architecture of the primary residence.
2. **Exterior materials.** Exterior wall materials shall be stucco or such other high-quality material as the ARC expressly approves in writing as consistent with the community aesthetic.
3. **Colors.** Exterior paint colors shall match or closely harmonize with the primary residence, as determined by the ARC.
4. **Roofing.** Roofing shall harmonize with the primary residence in color and appearance. Asphalt or asphalt shingles are prohibited.
5. **Doors, windows, and privacy.** Window and door placement shall be designed to reduce direct overlook into neighboring yards and windows. The ARC may require privacy glass, window relocation, clerestory windows, screening, or other reasonable privacy measures.
6. **Lighting.** Exterior lighting shall be limited to low-intensity residential lighting reasonably necessary for safety and access. Lighting shall be directed downward and shielded to avoid unreasonable spillover onto neighboring property.
7. **Equipment screening.** Mechanical equipment, meters, and service components shall be screened to the extent reasonably practicable from view from neighboring Lots and streets.
8. **Refuse and storage.** Outdoor storage, refuse accumulation, and exposed construction materials associated with the backyard ADU are prohibited except during active construction in compliance with approved staging requirements.

Use Restrictions

1. **Residential use only.** A backyard ADU may be used only for lawful residential purposes incidental to the Lot's single-family residential use.
2. **Paid occupancy prohibited.** No backyard ADU may be used for hotel purposes, transient lodging, vacation rental use, short-term rental use, or any other paid occupancy.
3. **No separate commercial use.** A backyard ADU may not be used as a separate business storefront, client-facing commercial premises, event venue, or other use that materially increases traffic, parking demand, noise, deliveries, or neighborhood disturbance.
4. **Occupancy limits.** Occupancy of a backyard ADU shall comply with applicable law, building code, and health and safety requirements. The Association may rely on governmental occupancy limits reflected in approved plans or permits.
5. **Owner responsibility.** The Owner remains responsible at all times for the conduct of all occupants, tenants, guests, contractors, and invitees associated with the backyard ADU.
6. **No separate address rights.** The Association does not guarantee or confer any right to a separate mailing address, separate utility account, separate voting right, or separate assessment status for a backyard ADU.

Construction Requirements

1. **Construction hours.** Construction activity shall comply with applicable law and any Association rules governing contractor access, hours, parking, and community conduct. If no more specific Association rule applies, the ARC may impose reasonable construction-hour conditions in the approval.
2. **Staging and access.** Construction materials, dumpsters, portable toilets, and contractor parking must be located only in areas approved by the Association or otherwise permitted by community rules. No Common Area may be used without prior written authorization.
3. **Site cleanliness.** The Lot must be kept in a neat and safe condition throughout construction. Debris shall be promptly removed and may not be allowed to accumulate.
4. **Damage responsibility.** The Owner is responsible for any damage to community property, neighboring property, perimeter walls, drainage facilities, irrigation, pavement, or utilities caused by the project or associated contractors.
5. **Final compliance.** Before occupancy, the Association may require evidence of final governmental approval, final inspection, certificate of occupancy if applicable, and a final as-built confirmation that the improvement conforms in all material respects to the approved plans.

Maintenance and Ongoing Obligations

1. **Owner maintenance duty.** The Owner shall maintain the backyard ADU, all related improvements, and all screening, paint, roofing, doors, windows, lighting, utility equipment, and drainage components in a clean, safe, and attractive condition.
2. **Compliance with governing documents.** Approval of a backyard ADU does not exempt the Lot or the Owner from any other provision of the governing documents, including nuisance restrictions, maintenance obligations, leasing rules, and architectural controls.
3. **Alterations after approval.** Any exterior alteration to an approved backyard ADU requires prior written Association approval unless expressly exempt under separate Association guidelines.
4. **Revocation for noncompliance.** If a backyard ADU is constructed or maintained in material violation of the approved plans or this Policy, the Association may pursue any remedies authorized by the governing documents or law, including notice of violation, fines if authorized, suspension of privileges if authorized, self-help where permitted, legal action, and demand for corrective work or removal.

Discretion, Interpretation, and Enforcement

1. **ARC discretion.** In reviewing backyard ADU applications, the ARC may consider size, scale, massing, privacy, light spill, drainage, utility placement, compatibility, wall impacts, access, and overall neighborhood appearance.
2. **Reasonable conditions.** The ARC may approve an application with reasonable conditions, including modified siting, additional screening, revised window placement, reduced lighting, drainage improvements, or construction-management conditions.

3. **No waiver.** Approval of one backyard ADU does not require approval of another, and prior approvals shall not constitute a waiver of the right to deny or condition later applications based on different facts, locations, plans, or impacts.
4. **Declaration Effect.** The Declaration and other governing documents remain in full force and effect and shall be read in conjunction with this Policy.
5. **Conflicts.** If this Policy conflicts with the Declaration, the Declaration shall control. If this Policy conflicts with applicable law, the Board shall interpret this Policy to preserve maximum enforceability, and the more restrictive provision shall control to the extent permitted by law, unless the governing documents require otherwise.
6. **Amendment.** The Board may amend, restate, supplement, or repeal this Policy in accordance with the governing documents and applicable law.

Effective Date

This Policy is effective upon adoption by the Board of Directors of Magdalena Estates Community Association and shall remain in effect until amended or repealed.

Adoption

This Policy was passed by vote of the Board of Directors of the Association on the date set forth below to be effective _____, 2026.

Executed this the ____ day of _____, 2026.

By: _____

Name: _____

Title: _____