By-Law Authority for a Visitor Access Fee

A plain-language reference to Article II, Section 8 of the CRRA By-Laws, provided so the discussion stays anchored to what our governing documents actually say.

1. The governing text (verbatim)

By-Laws Article II, Section 8, “Owner’s Rights of Use and Enjoyment.” The relevant provisions read:

> (i) the right of the Association to **charge reasonable admission and other fees for the use of any portion of the Common Area** or Area of Common Responsibility, **to limit the number of guests** of Lot Owners and tenants who may use the Common Area, and to provide for the exclusive use and enjoyment of specific portions thereof at certain designated times by an Owner, his or her family, tenants, guests, and invitees;

> (v) any Lot Owner may delegate his or her right of use and enjoyment in and to the Common Area ... to the members of his or her family living with the Lot Owner, his or her tenants and guests, and shall be deemed to have made a delegation of all such rights to the Occupants of his or her Lot, if leased.

> [Closing paragraph] If a Lot Owner uses the Common Area, Area of Common Responsibility or facilities **while the Lot is leased, the Association may impose a user fee for the term of the tenancy.** If the tenant fails to pay the user fee, the Owner shall be responsible for the fee and such fee shall become a lien against the Lot to be collected as an assessment as more particularly provided in Article VII herein.

2. What Section 8 authorizes

- Reasonable admission and use fees for the use of **any portion of the Common Area** — the whole gated community (roads, gates, grounds, and amenities), not only the pools.
- The power to **limit the number of guests** who may use the Common Area.
- A **user fee for the term of the tenancy** when a lot is leased.

3. What Section 8 does NOT authorize — the guardrails

- **Not a fee triggered solely by rental status.** The authority is tied to use of the Common Area and to guests and tenancies — not to the label “renter.” A charge that singles out owners simply because they rent is not found here.
- **Not a flat per-reservation or per-turnover charge.** The leased-lot authority is a user fee for the term of the tenancy — tied to use over a tenancy — not a fixed amount imposed each time a booking turns over.
- **Not an unreasonable amount.** The fee must be reasonable, bearing a sensible relationship to use, with a basis the Association can document on request.

4. How the proposed visitor fee fits

- A **per-head, per-day fee on every non-resident** who uses the Common Area is a reasonable admission fee for the use of any portion of the Common Area under Sec. 8(i), applied uniformly.
- Residents (owners and proven household members) use the Common Area as owners; **non-residents pay to use it** — the trigger is non-resident use, not rental status.

- For leased lots, the same charge also rests on the user fee for the term of the tenancy in the closing paragraph.
- Because it is use-based and uniform, it avoids the legal exposure of the suspended fee, which was charged solely on rental activity and whose amount and basis are not in the Rules.
- **“Reasonable” does not require an impact study.** Sec. 8(i) asks only that the fee be **reasonable** — a sensible, uniform amount related to use. That is the same standard behind the other charges already in the Association’s published fee schedule, none of which rests on a commissioned impact analysis. The Board can set a reasonable per-head, per-day amount the same way — without the kind of study the suspended fee was said to require.

5. Key definition — “Common Area”

> “Common Area shall mean any and all real property and personal property which is owned by the Association from time to time and **available for the common use of owners and occupants of property within the Community.**”

That definition — the whole community, not a list of amenities — is what supports reading Sec. 8(i) as authority for a community-wide access fee, not an amenity-only charge.

6. Long-term tenants

A tenant who leases a home and resides there is treated as a resident, not a visitor. With proof of residency (the lease plus a driver’s license or vehicle/voter registration at the address), a long-term lessee receives a pass like any household member and does not pay the daily fee. Section 8(v) supports this: an owner may delegate the right of use and enjoyment to a tenant. Only transient or short-term occupancy triggers the visitor fee; the tenant’s own guests pay the per-head fee like anyone else’s. The Board should set the dividing line — for example, a lease of 30 or more days occupied as a primary residence.

7. Managing amenity capacity — the same Section 8(i) power

The same provision that authorizes the fee also empowers the Association to limit the number of guests who may use the Common Area, and to reserve specific portions for exclusive use at designated times. By reasonable, uniform rule the Board may therefore:

- Set a pool or amenity capacity and **stop admitting additional guests once it is reached**.
- Cap the number of guests per lot using the amenities at one time.
- Give residents priority and require reservations on peak weekends and holidays.

This is a distinct tool from the fee: the fee handles cost-sharing, while the guest-limit and capacity rules handle crowding directly. Both rest on Section 8(i), and both should be adopted as written, uniform rules.

8. Worked examples — who pays, and when (if adopted)

The following illustrate how the access fee would apply in everyday situations. Two simple buckets: **residents and their guests are exempt**; a **visitor — defined per rental turnover — and everyone in that party pays**, per head, per day.

*The dollar amounts below use a **sample rate only to show the math**. The **Board sets the actual reasonable fee** — it could be $2, $3, $10, or $12. What matters here is the **structure**: per head, per day, with a 30-day residency line.*

A. Residents and their household guests — exempt

- **Owner in residence.** The owner, spouse, and children living in the home use the Common Area as owners — **free**.
- **Household members.** An adult child or relative who lives in the household and can document residency (driver's license, voter or vehicle registration at the address) — **free**.
- **Long-term tenant.** Someone leasing the home as a primary residence (suggested line: 30+ days) with proof of residency is treated as a resident under §8(v) — **free**, like any household member.
- **A resident's own guests.** Family visiting for the holiday, or friends a resident hosts at the pool while the resident is here, come in under the resident's delegated right of use (§8(v)) — **exempt**. (The Board may still cap how many guests per lot may use the amenities at one time under §8(i).)

B. A "visitor" (defined per turnover) and all guests — pays

Definition. A **visitor** is any transient, short-term occupant — anyone occupying a lot under a stay of fewer than 30 days who is not a documented resident. Each new short-term booking is a **"turnover,"** and the access fee applies to that party for the nights they are here.

Situation	Who pays	How it's figured
A family of 4 books a 3-night short-term stay	The booking party	4 heads × 3 days = **12 visitor-days** → **$36** (at $3)
The same home turns over to a new 2-person booking the next week	The new party	New turnover: 2 heads × 5 nights = 10 → **$30** — figured fresh for that stay
Short-term guests invite friends over for the pool for the day	The visitor's party	Each extra head pays **$3 per day** too — all guests of a visitor pay
A 4-bedroom home booked for 8 people over a 10-night holiday week	The booking party	8 heads × 10 days = 80 visitor-days → **$240**
A homeowner who rents only a basement or a single room — 1 guest, 2 nights	The booking party	1 head × 2 days = **$6** — **not** a flat $59

C. Who is billed, and how it's collected

- The access fee is charged to the **occupancy** — collected at check-in or billed to the booking/host.
- For leased lots, §8's closing paragraph makes it a **user fee for the term of the tenancy**; if the occupant doesn't pay, **the Owner is responsible** and it may be assessed against the Lot (Article VII).
- The fee is the same per-head, per-day amount for everyone who pays — **uniform**, never keyed to whether an owner happens to rent.
- **Implementation is for staff to work out with the systems we already have.** The headcount-and-days data this needs most likely already exists. **DwellingLive** (our gate / visitor-access system) could capture visitor passes per stay, or the **cabin / short-term-rental management system** could supply it — if it records all occupants per booking (for example, a party of 8 or more in a 4-bedroom

home). Staff should confirm which system best tracks visitors per turnover, and how the fee would be calculated, billed, and collected, before any rule is adopted.

D. The dividing line the Board sets

- **Resident (exempt) vs. visitor (pays)** turns on **documented residency + length of stay**.
- Suggested line: occupancy of **30+ days as a primary residence** = resident; any shorter, transient stay = visitor.

9. How this solves the problem

This replaces the suspended $59 gate fee — a flat charge keyed to rental status, with no basis staff can produce and shaky By-Law authority — with a fee that is grounded in §8(i), **reasonable, uniform, tied to actual use, and easy to document**. It ends the legal exposure of the old fee and shares the cost of the Common Area among everyone who actually uses it, not just owners who happen to rent.

It is fairer once you get down to the details. Today the few owners who rent only a **basement or a single room** pay the same flat **$59** as a whole house packed with guests — even though they bring far less traffic. Under this model that stops: such a rental no longer pays the $59 at all — it pays **what every rental pays, per head, per day**, for only the one or two visitors it actually brings. A 4-bedroom home loaded with eight people pays more; a single-room rental with one guest pays just a few dollars. The charge finally matches the use.

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Source: CRRA By-Laws, Article II Section 8 (Owner's Rights of Use and Enjoyment) and Article I definitions. Quotations are verbatim from the By-Laws text; the version posted to the Owner Portal is a non-searchable scan. The dollar amounts shown are a sample used only to illustrate the math; the Board sets the actual reasonable fee (it could be $2, $10, $12, or any reasonable amount) and the residency line, and staff must confirm how it would be implemented with the systems we already have.

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