

WOODBURY COMMUNITY ASSOCIATION

SHORT TERM/TRANSIENT RENTAL POLICY

In accordance with the adoption of this Short Term/Transient Rental Policy (“Policy”), the Board has made the following findings:

1. Renters who rent a separate interest for less than 30 days (“Short Term Renters” or “STRs”), by definition, stay for limited periods of time, and are transient in nature.
2. Short Term Renters are typically vacationing in the Community and are less likely than Owners and longer-term tenants to use the Association Property, including Common Area and Recreational Amenities, in a careful and thoughtful manner.
3. Such use of the Community, including the Common Area and Recreational Amenities, results in increased costs to the Association and increased involvement and oversight by the Association’s managing agent.
4. The presence of Short Term Renters is also more likely to expose the Association to additional liability and risks under the Association’s insurance policies and, thus, are more likely increase the Association’s insurance premiums.
5. Rules and regulations governing Owners’ Short-Term Rental of Units are important in efforts to attempt to maintain the aesthetics of the Community, the efficient management of the Association budget, and the property value of all Owners’ Units as well as deter vandalism and other acts that may injure persons or damage property in the Community.
6. Clarification of the acceptable terms under which Owners may operate their Units as Short-Term Rentals will assist in accomplishing the Association’s goals and attending to the issues identified in this Policy.

In light of these purposes and in compliance with the Association’s Governing Documents and the Davis-Stirling Act, California Civil Code Sections 4000 et seq., and after careful consideration, the Board has adopted this Policy, which, although a stand-alone policy for ease of reference, is incorporated into and part of the Association’s Rules and Regulations.

Unless otherwise defined herein, capitalized terms have the same meaning assigned to them in the Master Declaration of Covenants, Conditions Restrictions and Reservation of Easements for Woodbury (the “CC&Rs”).

Please read this Policy carefully. Owners are each ultimately financially and legally responsible for their conduct as well as the conduct of any of their family members, Tenants, guests, contractors, or agents.

No Rental of Lots for Short Term or Transient or Hotel Purposes

Pursuant to Article VIII, Section 18 of the CC&Rs, no Owner shall be permitted to rent or lease his Lot or Condominium for transient or hotel purposes or a period of less than thirty (30) days.

Enforcement and Fine Schedule for Violations of This Policy.

The fine schedule set forth herein shall control for any violations of this Policy, notwithstanding any other provision of the Restrictions. In developing the fine schedule for violations of this Policy, the Board considered that an Owner may receive a significant sum of money for leasing of a Lot in violation of this Policy. Thus, in recognition of this fact, together with the strong policy of wishing to preserve the residential use of the Lots, and as a disincentive against violations, and to prevent an Owner from profiting from violating the Restrictions, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of this Policy in the amounts set forth below.

Any violation of the provisions of this Policy is considered an egregious breach of the Governing Documents.

The fine schedule set forth herein shall control for any violations of this STR Policy, notwithstanding any other provision of the Governing Documents.

In developing the fine schedule for violations of this Policy, the Board considered that Owners may receive significant sums of money for operation of a Unit as a Short-Term Rental, especially as compared to a Long-Term Rental.

As stated in the findings stated in this Policy, guests have historically demonstrated significantly more wear and tear on the community, increased likelihood of violating the Governing Documents, and greater need for involvement and oversight by the Association’s management agent.

Thus, in recognition of these facts, together with the Association’s strong desire to preserve the aesthetic condition of the Community and property value of each of the Owners’ Units, and as a disincentive against violations of this STR Policy, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of this Policy as follows:

Violation	Fine Amount
First violation of any kind	\$1,000.00 per violation
Additional violation of the same or similar kind within a 12-month period	\$5,000.00 per violation
* A Violation of this policy shall be determined as each night of rental for hotel or transient purposes, or for less than 30 days.	

Any fine imposed under this STR Policy shall be in addition to any assessment levied to reimburse the Association for expenses and costs.

All fines, including special assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Unit. Any and all fines shall be billed to the Owner's account for the Association.

The Association reserves the right to immediately use any available legal remedy available to enforce the Governing Documents including this Policy against an Owner, which may include, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief, declaratory relief or other legal action pursuant to the terms of the Declaration and as allowed by law.

The foregoing fine shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation.

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