

**OAK SHORES COMMUNITY ASSOCIATION, INC.**

2727 Turkey Cove Road Bradley, CA 93426 805-472-2233 fax 805-472-2234

**CONDITIONAL USE PERMIT (CUP)**  
**FOR RENTAL UNITS WITHIN OAK SHORES**

This Permit authorizes OSCA Member \_\_\_\_\_ Tract/Lot # \_\_\_\_\_  
OSCA Address \_\_\_\_\_, to rent or lease the aforementioned  
property during the calendar year of **2014**, under the following terms and conditions:

1. A fee of **\$325.00** shall be paid by the member as a condition of the Association issuing this Conditional Use Permit (CUP). The terms of this CUP includes and incorporates by reference the Association's Rental Policy in its entirety, as amended from time to time.
2. The OSCA member shown above accepts all responsibility and liability for any damage to property within Oak Shores by his tenants, and for their observance of all OSCA rules and regulations.
3. The OSCA member shown above shall relinquish his privileges to the use of all amenities within Oak Shores to his tenant, except if he owns additional property in Oak Shores, which is not being rented.
4. **Short Term rentals:** The OSCA member shown above shall not permit more than eight (8) adults to occupy his rental unit during any rental period.
5. **Short Term rentals:** The rental unit shall be limited to two (2) cars and one (1) watercraft or two (2) personal watercraft during any rental period. Watercraft shall be admitted to Oak Shores only upon payment of the guest watercraft launching fee and mussel inspection and fee in effect during the rental period.
6. **Short Term rentals:** If you plan to self-manage your vacation rental, you will be required to apply for a *Special Use Permit* from the OSCA office.
7. **Short Term rentals:** If you self-manage your vacation home, you will be required to furnish the OSCA office with a copy of your business license and your Transit Occupancy Tax Certificate (TOT).
8. **Short Term rentals:** An OSCA member who self manages their property pursuant to the CUP shall fill out and submit a signed Rental Registration Form to the OSCA office prior to the arrival of the renters.
9. **Short Term rentals:** The primary renter of your property must sign the rules, rental regulations and fine schedule and these documents must be submitted to the OSCA office at least 24 hours prior to the renters entering the community.
10. **Short Term rentals:** Renters shall not be entitled to invite a guest (s) to a rented property or dwelling. Renters are not permitted to fill out the registration form. If a Rental Registration Form is not provided by the Member, access to the Member's renters shall be denied. Access to Oak Shores shall be denied to any person whose name does not appear on the Rental Registration form.
11. **Long Term rentals:** A signed Lease Agreement by the OSCA member / property manager must be submitted to the office. OSCA member consents to the terms of the Assignment of Rents set forth in Exhibit A on the reverse of this form. These provisions shall only apply in the event the member becomes delinquent to the Association for regular or special assessments owed.
12. This Conditional Use Permit (CUP) may be revoked at any time for cause by OSCA.
13. By designating the Property Manager herein, the Association is entitled to rely upon the Property Manager as having the express authority of the Member in connection with the rental property and the Association may deal exclusively with Property Manager and will be bound by the Property manager's actions.

**I HEREBY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS PERMIT.**

\_\_\_\_\_  
OSCA Member (owner) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
Renters Name (for long term rental only)

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Name of Property Manager Phone Number

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**OFFICE USE ONLY**

Date Rental Fee Paid: \_\_\_\_\_ Business License \_\_\_\_\_ TOT Certificate \_\_\_\_\_

Date Rental Information Packet mailed: \_\_\_\_\_

Date Lease Agreement Submitted: \_\_\_\_\_ (Long term)

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**EXHIBIT A****ARTICLE  
ASSIGNMENT OF RENTS**

- a. Each person who is now or becomes an Owner in the Project and a Member of the Association agrees that, in the event that monthly regular assessment or any special assessment levied by the Association becomes more than thirty (30) days overdue or otherwise in arrears in payment, the Association shall be entitled, upon fifteen (15) days written notice to the Owner, to notify any tenant renting or leasing said Owner's unit that the weekly / monthly rent otherwise payable to the Owner is to be paid directly to the Association. This provision is intended to provide the Association with the same type of rights conferred upon a lender pursuant to a deed of trust with an assignment of rents as set forth in California Civil Code Section 2938.
- b. Each owner who rents or leases his / her Unit to a tenant during the period he / she is a member of the Association shall include in each and every rental agreement entered into to lease or rent a Unit a provision notifying the tenant or prospective tenant that in the event the Owner becomes delinquent in payment of regular or special assessments to the Association, that the tenant may be required to pay said rental or lease payment directly to the Association, upon notice and written demand. Said written demand shall be in substantially the same form as provided in Civil Code Section 2938 (k).
- c. Each tenant shall also be advised in writing that in the event said tenant refuse or fail to comply with a proper written notice and demand from the Association to pay rental or lease payments directly to the Association, said tenant may be held personally liable for said failure to comply and may be compelled by court order to comply and be responsible for any and all attorney's fees and costs incurred by the Association to enforce this provision.
- d. In the event an Owner becomes delinquent and the assignment of rents provision is invoked by the Association, the Owner / Agent shall not require or demand that the tenant pay rent to the Owner and the Owner shall not take any action against a tenant who complies with the Association's demand hereunder. Owner / Agent shall not serve a three day notice or prosecute an unlawful detainer action based on a tenant's compliance with the Association's demand hereunder. This limitation shall remain in effect until said delinquencies by the Owner are paid in full. To the extent that the rental or lease payments received by Association from tenant pursuant to these provisions exceeds the amount of delinquency (including late fees, interest, attorney's fees and costs), said excess funds shall be returned to the Owner within sixty (60) days, unless a further delinquency accrues during this period.
- e. The rights, limitations and restrictions contained with this Article do not limit, restrict abrogate or impair any other statutory or common law right held by any party referred to as may be permitted by public policy.