

OAK SHORES COMMUNITY ASSOCIATION, INC.

CONDITIONAL USE PERMIT (CUP) FOR RENTAL UNIT WITHIN OAK SHORES

**A NEW CUP HAS TO BE FILLED OUT
FOR THE OFFICE EACH YEAR**

This Permit authorizes OSCA Member _____ Tract/Lot # _____
OSCA Address _____ (rental unit), to rent or lease the
aforementioned property during the calendar year of **2024**, under the following terms and conditions:

- Fees:** A fee of **\$325.00** shall be paid by the member as a condition of the Association issuing this Conditional Use Permit (CUP). An additional **\$50.00** will be charged each time the rental unit is rented or leased. This is in effect for both Short Term & Long-Term renters. The terms of this CUP incorporates by reference the Association's Rental Regulations in its Rules, as amended from time to time.
- Liability:** The OSCA member accepts all responsibility and liability for any damage to property within Oak Shores by his/her tenants, and for their observance of all OSCA governing documents, including the Rules.
- Relinquishment of Privileges:** Upon rental/leasing the rental unit, the OSCA member relinquishes his/her privileges to use amenities within Oak Shores to his/her tenant, unless he/she owns additional property which is not being rented.
- Occupancy Limits:** The OSCA member shall not permit more than two persons per bedroom plus an additional two (2) people to occupy the rental unit during any rental or lease period.
- Vehicle and Watercraft Limits:** The rental unit shall be limited to two (2) cars and one (1) watercraft trailer during any rental period. Watercraft will only be admitted to Oak Shores following the renter's payment of the guest watercraft launching fee and mussel inspection and fee.
- Self-managed Rental Unit:** An OSCA Member who self-manages their rental unit is required to apply for a *Special Use Permit* from the OSCA office. For any self-managed Short-Term Rentals, the OSCA Member is required to furnish the OSCA office with a copy of their business license & Transit Occupancy Tax Certificate.
- Acknowledgement of Governing Documents:** The primary renter of a rental unit must sign the Rules and which must be submitted to the OSCA office at least 24-hours prior to the renters entering the community.
- Guest Privileges:** Short Term Renters are not entitled to invite guests to the rental unit because they are not permitted to fill out a guest registration form.
- Rental Registration Form:** If a Rental Registration Form is not provided by the OSCA Member (or their property manager) to the OSCA office in advance, access to their renters will be denied. Additionally, access to Oak Shores will be denied to any person whose name does not appear on the Rental Registration form. A written lease or rental agreement shall be provided by the OSCA Member (or their property manager) must be submitted to the OSCA office.
- Lease Terms:** A lease or rental in excess of 3 months qualifies as a long-term lease. A lease or rental under 30-days qualifies as a short-term lease. **Per San Luis Obispo County Land Use Authorization for Vacation Rentals: "The house being used as a vacation rental may not be rented to more than one party in any seven (7) day time period."**
- Assignment of Rents:** OSCA Member hereby 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 OSCA for regular or special assessments owed.
- Revocable Permit:** **This Conditional Use Permit (CUP) may be revoked at any time for cause by OSCA following a noticed hearing.**
- Property Manager:** If the OSCA Member designates a Property Manager to oversee their rental unit, the OSCA Member hereby consents, covenants, and represents that (i) the Property Manager shall have the OSCA Member's express authority in connection with the rental unit to make any and all necessary decisions related to same and (ii) OSCA can deal exclusively with Property Manager regarding the rental unit and that the OSCA Member shall be bound by the Property Manager's actions with respect to same. The Property Manager shall be required to provide proof of workers' compensation and liability insurance which such policies must name the Association as an additional insured in an amount not less than \$1,000,000 per occurrence prior to the Association issuing this CUP.

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

OSCA Member Signature

Date

Mailing Address

Renters Name (Long-Term Rentals Only)

City State Zip

OSCA Member E-Mail Address

Property Manager Name

Phone Number

Property Manager E-Mail Address

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OAK SHORES COMMUNITY ASSOCIATION, INC.

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

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.
- f. **Short Term Rentals:** The owners must provide a copy of their Homeowners insurance or an umbrella policy naming OSCA as additionally insured. Professional Property Managers must also have liability insurance or an umbrella policy naming OSCA as additionally insured. Rental Companies/Agencies are contractors and must also provide OSCA with liability insurance or an umbrella policy naming OSCA as additionally insured. Failure to comply with this or any renter's rules will be enforced.

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OFFICE USE ONLY

Rental Fee Paid: Y N

OSCA Manager/Administrator Signature _____