



Staff Report to the Zoning Administrator

Application Number: 201008

Applicant: Turnkey Vacation Rentals

Agenda Date: 5/1/20

Owner: Todd and Ann Carpenter

Agenda Item #: 5

APN: 032-112-05

Time: After 9:00 a.m.

Site Address: 567 35th Avenue, Santa Cruz, CA 95062

Project Description: Proposal to establish a new four-bedroom vacation rental in an existing single-family dwelling

Location: Property is located approximately 200 feet south of the intersection of Floral Drive and 35th Avenue, in the Pleasure Point area of Santa Cruz

Permits Required: Vacation Rental

Supervisory District: 1st District (District Supervisor: John Leopold)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 201008 based on the attached findings and conditions.

Project Description & Setting

The project proposes the establishment of a new four-bedroom vacation rental in an existing single-family dwelling. The proposal to operate a vacation rental in excess of three bedrooms is subject to public hearing with Zoning Administrator approval, pursuant to Santa Cruz County Code 13.10.694.

The subject parcel is a 4,922 square foot lot located in the R-1-5-PP (single-family residential-5,000 square foot parcel size, Pleasure Point Combining District). The home is situated in a residential neighborhood approximately 1,100 feet north from East Cliff Drive and Pleasure Point, a popular beach destination in the area. The home is a 2,385 square foot four-bedroom, four bath single-family dwelling constructed in 2008 under permit 146789. There is also an 853 square foot non-habitable basement with a bathroom (excluded from guest use as a bedroom under Condition of Approval II (B)).

The proposed vacation rental is located within the Live Oak Designated Area (LODA), which limits vacation rental and hosted rental density on a block by block basis as well as in the LODA

as a whole. The block on which the proposed rental sits has 36 parcels, spanning both sides of 35th Avenue from Hawes Drive to Floral Drive. Of the 36 parcels, three hold active vacation rental permits and one holds both a vacation rental and a hosted rental permit, resulting in a short-term rental density of 11%. If approved, this application would result in a density of 13%, well below 20% density allowed for the block. While there are several short-term rentals within the vicinity of the proposed rental--nine within 500 feet--neither the allowed density for the block nor the allowed 15% total density for the LODA would be exceeded as a result of approval of this application.

Potential impacts to the neighborhood resulting from the use of this property as a vacation rental are mitigated via the submitted lease agreement which is consistent with the requirements in the vacation rental ordinance (SCCC 13.10.694). The lease limits overnight guests to two people per bedroom, plus two additional guests for a total of 10 overnight guests. Daytime guests are limited to twice the number of overnight guests. Trash management, noise limits, and prohibition of illegal activities are explicitly called out in multiple places in the lease agreement. The required 24-hour emergency contact is identified as Turnkey Vacation Rentals, an established vacation rental management agency with an address 4.4 miles from the subject property.

Three onsite parking spaces are available for guests and two additional, non-exclusive parking spaces in front of the home could also be used. Street parking along 35th Avenue is not included as part of the Live Oak Parking Program, which requires a parking pass for vehicles parked on the street during summer months. The parking allowances included in the submitted lease agreement are consistent with the available and allowed parking on-site.

As proposed and conditioned, the project is consistent with all applicable codes and policies of the Zoning Ordinance and General Plan/LCP. Please see Exhibit "B" ("Findings") for a complete listing of findings and evidence related to the above discussion.

Staff Recommendation

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- **APPROVAL** of Application Number **201008** based on the attached findings and conditions.

Supplementary reports and information referred to in this report are on file and available for viewing at the Santa Cruz County Planning Department, and are hereby made a part of the administrative record for the proposed project.

The County Code and General Plan, as well as hearing agendas and additional information are available online at: www.sccoplanning.com

Report Prepared By: Evan Ditmars
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3227
E-mail: evan.ditmars@santacruzcounty.us

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. Parcel information
- E. Project plans
- F. Assessor's, Location, Zoning, General Plan, and Vacation Rental Maps
- G. Vacation Rental Application
- H. Correspondence

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF EXEMPTION

The Santa Cruz County Planning Department has reviewed the project described below and has determined that it is exempt from the provisions of CEQA as specified in Sections 15061 - 15332 of CEQA for the reason(s) which have been specified in this document.

Application Number: 201008

Assessor Parcel Number: 032-112-05

Project Location: 567 35th Avenue, Santa Cruz, CA 95062

Project Description: Proposal to establish a new, four bedroom vacation rental

Person or Agency Proposing Project: Turnkey Vacation Rentals

Contact Phone Number: 888-512-0498

- A. _____ The proposed activity is not a project under CEQA Guidelines Section 15378.
B. _____ The proposed activity is not subject to CEQA as specified under CEQA Guidelines Section 15060 (c).
C. _____ **Ministerial Project** involving only the use of fixed standards or objective measurements without personal judgment.
D. _____ **Statutory Exemption** other than a Ministerial Project (CEQA Guidelines Section 15260 to 15285).
E. X **Categorical Exemption**

F. Reasons why the project is exempt:

Class 1 – Existing Facilities: Conversion of an existing single-family residence, to a short term residential vacation rental, will not result in environmental impacts in that a vacation rental use is commensurate with a residential use.

Class 3-Conversion of Small Structures: Conversion of the existing single-family residence, to allow for short term vacation rental use, will not result in modifications to the existing, legally constructed residential structure.

In addition, none of the conditions described in Section 15300.2 apply to this project.



Evan Ditmars, Project Planner

Date: _____

EXHIBIT A

Development Permit Findings

1. That the proposed location of the project and the conditions under which it would be operated or maintained will not be detrimental to the health, safety, or welfare of persons residing or working in the neighborhood or the general public, and will not result in inefficient or wasteful use of energy, and will not be materially injurious to properties or improvements in the vicinity.

This finding can be made; in that the proposed residential vacation rental is located in an existing residential structure in an area designated for residential uses and is not encumbered by physical constraints to development. The vacation rental will comply with health and safety standards established for vacation rental units, including smoke and carbon monoxide alarms, working ground fault circuit interrupters, emergency egress in all sleeping rooms, and handrails along stairs and walking surfaces above 30 inches in height to ensure the optimum in safety. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental impacts resulting from the vacation rental.

2. That the proposed location of the project and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the zone district in which the site is located.

This finding can be made, in that the proposed location of the vacation rental and the conditions under which it would be operated or maintained will be consistent with all pertinent County ordinances and the purpose of the R-1-5-PP (Single-family residential, 5,000 square foot minimum parcel size, Pleasure Point Combining District) zone district, as the primary use of the property will continue to be residential.

3. That the proposed use is consistent with all elements of the County General Plan and with any specific plan which has been adopted for the area.

This finding can be made, in that the proposed residential use is consistent with the use and density requirements specified for the R-UM (Urban Medium Density Residential) land use designation in the County General Plan.

A specific plan has not been adopted for this portion of the County.

4. That the proposed use will not overload utilities and will not generate more than the acceptable level of traffic on the streets in the vicinity.

This finding can be made, in that the proposed vacation rental is to be located within an existing single-family residential structure. The expected level of traffic generated by the proposed vacation rental is commensurate to any other residential use of the dwelling because the short term rental occupancy of a residence does not change the type of use within the dwelling and, further, guest celebrations that result in temporary increased traffic can occur with both a non-vacation rental residential use and vacation rental use.

5. That the proposed project will complement and harmonize with the existing and proposed land uses in the vicinity and will be compatible with the physical design aspects, land use intensities, and dwelling unit densities of the neighborhood.

This finding can be made, in that the existing structure is located in a mixed neighborhood containing a variety of architectural styles, and the proposed vacation rental is consistent with the land use intensity and density of the neighborhood.

Conditions of Approval

Exhibit E: Project plans, prepared by Sandman Building Designs, dated October 2006.

- I. This permit authorizes the establishment of a new four-bedroom vacation rental in an existing single-family dwelling as indicated on the approved Exhibit "D" for this permit. This approval does not confer legal status on any existing structure(s) or existing use(s) on the subject property that are not specifically authorized by this permit. Prior to exercising any rights granted by this permit including, without limitation, any construction or site disturbance, the applicant/owner shall:
 - A. Sign, date, and return to the Planning Department one copy of the approval to indicate acceptance and agreement with the conditions thereof.
- II. Operational Conditions
 - A. In the event that future County inspections of the subject property disclose noncompliance with any Conditions of this approval or any violation of the County Code, the owner shall pay to the County the full cost of such County inspections, including any follow-up inspections and/or necessary enforcement actions, up to and including permit revocation.
 - B. The basement is not permitted for use as a bedroom and shall not be used for sleeping.
 - C. The vacation rental shall be maintained and operated so that, at all times, it is in compliance with the items listed on the Vacation Rental Certification form (Exhibit G), including the Vacation Rental Safety Certification.
 - D. The maximum overnight occupancy of the vacation rental shall not exceed ten people (two per bedroom plus two, children under eight not counted).
 - E. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 20 people (twice the number of overnight occupants, children under 8 not counted).
 - F. The maximum number of vehicles associated with the overnight occupants shall not exceed five.
 - G. A list of rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to the following: maximum number of guests allowed, maximum number of people allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., maximum number of vehicles allowed, a prohibition on all fireworks, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).

- H. Occupants and guests shall adhere to the noise standards contained in the County Noise Ordinance (County Code Chapter 8.30). A copy of the County Noise Ordinance shall be posted inside the vacation rental in a location readily visible to all guests.
 - I. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.
 - J. A local contact shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns. The name, address, and telephone number(s) of the local contact person shall be posted inside the vacation rental in a location readily visible to all guests. Any change in the contact person's address or telephone number shall be promptly furnished to the local Sheriff Substation, the main County Sheriff's Office, the Planning Department, the local fire agency, and all neighbors within a 300-foot radius of the property.
 - K. The vacation rental shall have a sign identifying the structure as a permitted vacation rental and listing a 24-hour local contact responsible for responding to complaints and providing general information. The sign shall not exceed 216 square inches and cannot be posted more than 20 feet back from the nearest street.
 - L. The owner/applicant shall comply with the regulations and standards set forth in Chapter 4.24 of the County Code, including any required payment of transient occupancy tax for the vacation rental unit.
 - M. The owner/applicant shall agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising out of the use of the dwelling as a vacation rental. Unless an alternate dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
 - N. Permits for vacation rentals located in the Live Oak Designated Area (LODA) and the Seacliff Aptos Designated Area (SADA), and Davenport Swanton Designated Area (DASDA) shall expire 5 (five) years from the date of approval. To continue in operation as a legal vacation rental, an application to renew the permit must be made before the expiration date, but no sooner than 180 days before the expiration date. Vacation rental permits in the LODA, SADA, and DASDA are non-transferable and become void when a property transfer triggers reassessment.
- III. Indemnification
- A. The applicant/owner shall indemnify, defend with counsel approved by the COUNTY, and hold harmless the COUNTY, its officers, employees, and agents from and against any claim (including reasonable attorney's fees, expert fees, and all other costs and fees of litigation), against the COUNTY, its officers, employees, and agents arising out of or in connection to this development approval or any subsequent amendment of this development approval which is requested by the applicant/owner, regardless of the COUNTY's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the COUNTY. Should the COUNTY in its sole discretion find the

applicant's/owner's legal counsel unacceptable, then the applicant/owner shall reimburse the COUNTY its costs of defense, including without limitation reasonable attorney's fees, expert fees, and all other costs and fees of litigation. The applicant/owner shall promptly pay any final judgment rendered against the COUNTY (and its officers, employees, and agents) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this development approval.

- B. The COUNTY shall promptly notify the applicant/owner of any claim, action, or proceeding against which the COUNTY seeks to be defended, indemnified, or held harmless. The COUNTY shall cooperate fully in such defense.
- C. Nothing contained herein shall prohibit the COUNTY from participating in the defense of any claim, action, or proceeding if both of the following occur:
 - 1. COUNTY bears its own attorney's fees and costs; and
 - 2. COUNTY defends the action in good faith.
- D. Settlement. The applicant/owner shall not be required to pay or perform any settlement unless such applicant/owner has approved the settlement. When representing the COUNTY, the applicant/owner shall not enter into any stipulation or settlement modifying or affecting the interpretation or validity of any of the terms or conditions of the development approval without the prior written consent of the COUNTY.
- E. Successors Bound. The "applicant/owner" shall include the applicant and/or the owner and the successor(s) in interest, transferee(s), and assign(s) of the applicant and/or the owner.

Minor variations to this permit which do not affect the overall concept or density may be approved by the Planning Director at the request of the applicant or staff in accordance with Chapter 18.10 of the County Code.

Please note: This permit expires three years from the effective date listed below unless the conditions of approval are complied with and the use commences before the expiration date.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

Jocelyn Drake
Deputy Zoning Administrator

EXHIBIT C

Application #: 201008
APN: 032-112-05
Owner: Todd and Ann Carpenter

Appeals: Any property owner, or other person aggrieved, or any other person whose interests are adversely affected by any act or determination of the Zoning Administrator, may appeal the act or determination to the Planning Commission in accordance with chapter 18.10 of the Santa Cruz County Code.

Parcel Information

Services Information

Urban/Rural Services Line: ☒ Inside ☐ Outside
Water Supply: Santa Cruz City Water
Sewage Disposal: Sewer
Fire District: Central FPD
Drainage District: Flood Control Zone 5

Parcel Information

Parcel Size: 4,922 square feet
Existing Land Use - Parcel: Residential
Existing Land Use - Surrounding: Residential
Project Access: Public, via 35th Avenue
Planning Area: Live Oak
Land Use Designation: R-UM (Urban Medium Density Residential)
Zone District: R-1-5-PP (Single family residential - 5,000 square feet per parcel, Pleasure Point Combining District)
Coastal Zone: ☒ Inside ☐ Outside
Appealable to Calif. Coastal Comm. ☐ Yes ☒ No

Technical Reviews: NA

Environmental Information

Geologic Hazards: Not mapped/no physical evidence on site
Fire Hazard: Not a mapped constraint
Slopes: N/A
Env. Sen. Habitat: Not mapped/no physical evidence on site
Grading: No grading proposed
Tree Removal: No trees proposed to be removed
Scenic: Not a mapped resource
Archeology: Not mapped/no physical evidence on site

032-112-05/60077 H

GENERAL NOTES:

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
5. THE CONTRACTOR SHALL MAINTAIN ADEQUATE DRAINAGE AND EROSION CONTROL MEASURES.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.
7. THE CONTRACTOR SHALL MAINTAIN ADEQUATE ACCESS TO ALL ADJACENT PROPERTIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

A.P.N. 032-112-05

GRADING AND DRAINAGE NOTES:

1. THE GRADING SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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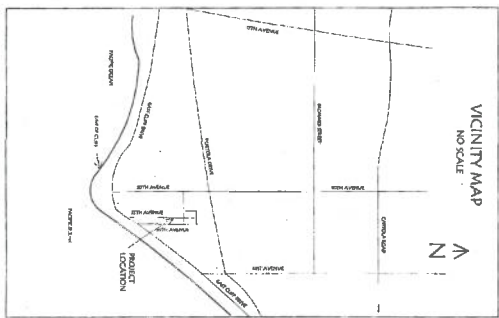
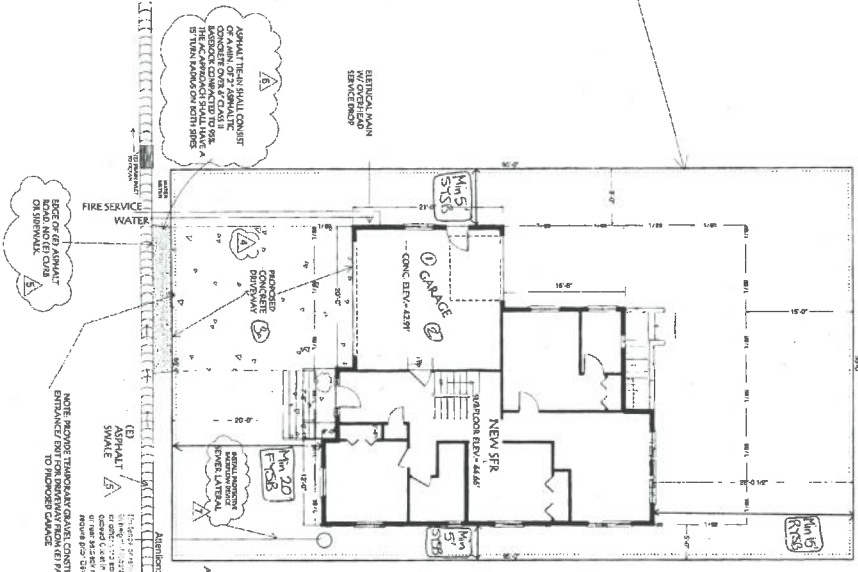
EROSION CONTROL

1. ALL EROSION CONTROL MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
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10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

FIRE PROTECTION REQUIREMENTS

1. ALL FIRE PROTECTION MEASURES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE CALIFORNIA BUILDING CODE (CBC) AND THE CALIFORNIA ELECTRICAL CODE (CEC).
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
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EROSION CONTROL DEVICE
FIBER ROLL @ LOT PERIMETER, TYPE
SEE SHEET 60 FOR DRAINAGE PLAN



NOTE: TO BE BUILT BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

PROJECT DESCRIPTION:

DEMOLISH EXISTING 800 SQ FT HOUSE AND REPLACE WITH NEW 2300 SQ FT HOUSE. 1.5 BATHS, 1.5 KITCHEN, 1.5 LIVING ROOM, 1.5 BEDROOM, 1.5 CLOSET, 1.5 PORCH, 1.5 GARAGE, 1.5 DRIVEWAY, 1.5 PATIO, 1.5 DECK, 1.5 TERRACE, 1.5 BALCONY, 1.5 PORCH, 1.5 GARAGE, 1.5 DRIVEWAY, 1.5 PATIO, 1.5 DECK, 1.5 TERRACE, 1.5 BALCONY.

REFERENCED STANDARDS

BUILDING OCCUPANCY GROUP: RESIDENTIAL
TYPE OF CONSTRUCTION: DET 111 R-2
TOTAL FLOOR AREA: 2300 SQ FT
TOTAL FLOOR AREA: 2300 SQ FT
TOTAL FLOOR AREA: 2300 SQ FT

SHEET INDEX

1. SITE PLAN AND CALCULATIONS
2. FLOOR PLAN
3. SECTIONAL ELEVATIONS
4. ELEVATIONS
5. DEMOLITION PLAN
6. FOUNDATION PLAN
7. ELECTRICAL PLAN
8. MECHANICAL PLAN
9. PLUMBING PLAN
10. ROOF PLAN
11. EXTERIOR FINISHES
12. INTERIOR FINISHES
13. LANDSCAPE PLAN
14. UTILITY PLAN
15. OTHER NOTES

A.P.N. 032-112-05

AREA CALCULATIONS

| NO. | DESCRIPTION | AREA (SQ FT) | PERCENTAGE (%) |
|-----|-----------------------------|--------------|----------------|
| 1 | LOT AREA | 10,000 | 100 |
| 2 | EXISTING BUILDING FOOTPRINT | 800 | 8 |
| 3 | NEW BUILDING FOOTPRINT | 2300 | 23 |
| 4 | DRIVEWAY | 1000 | 10 |
| 5 | PATIO | 200 | 2 |
| 6 | DECK | 100 | 1 |
| 7 | TERRACE | 100 | 1 |
| 8 | BALCONY | 100 | 1 |
| 9 | PORCH | 100 | 1 |
| 10 | SCREENED PORCH | 100 | 1 |
| 11 | SCREENED PATIO | 100 | 1 |
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| 99 | SCREENED PATIO | 100 | 1 |
| 100 | SCREENED TERRACE | 100 | 1 |

WIGET RESIDENCE
567 THIRTY FIFTH AVENUE
SANTA CRUZ, CA 95062

APR 11 2005

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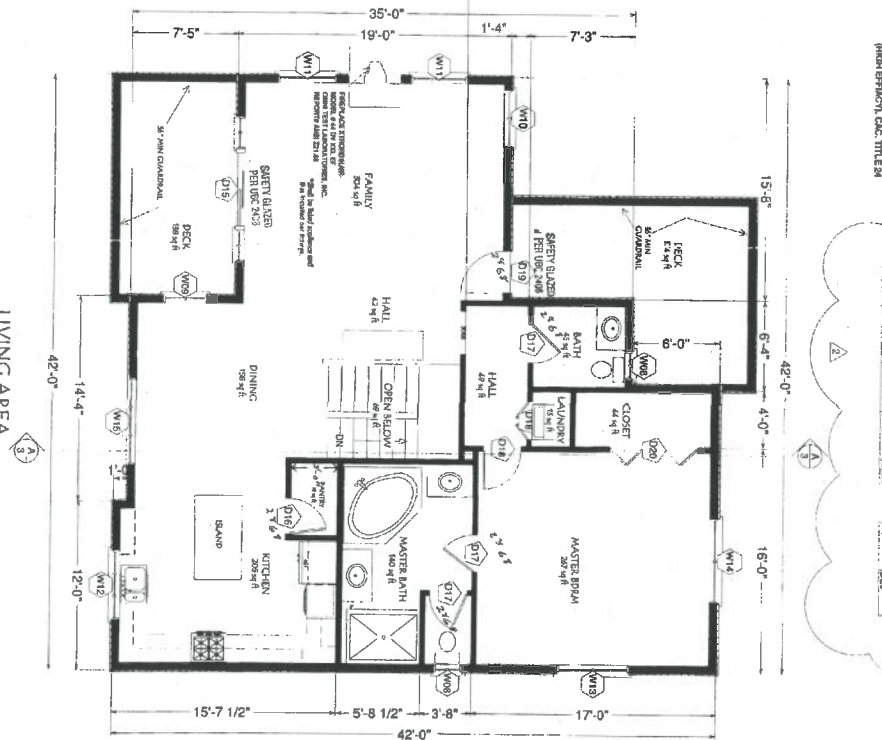
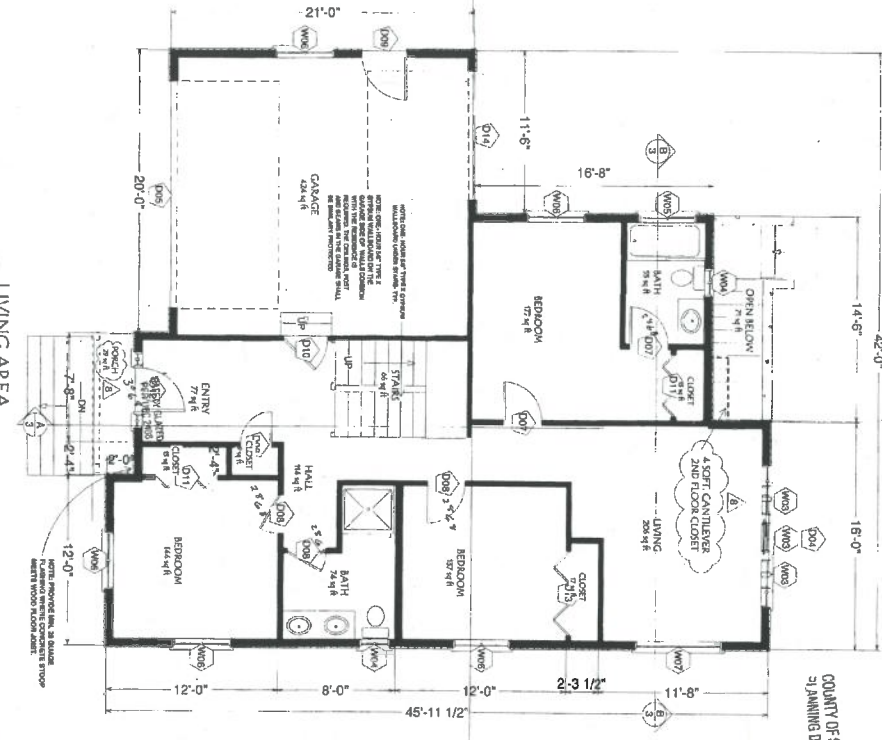
LIVING AREA
1100 sq ft
FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

WIGET RESIDENCE
367 THIRTY FIFTH AVENUE
SANTA CRUZ, CA 95062

LIVING AREA
1284 sq ft
SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"

A.P.N. 032-012-05

2



DOOR SCHEDULE

| NUMBER | QTY | FLOOR | SIZE | DESCRIPTION | NUMBER |
|--------|-----|-------|-----------|--------------------|--------|
| W01 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W01 |
| W02 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W02 |
| W03 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W03 |
| W04 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W04 |
| W05 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W05 |
| W06 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W06 |
| W07 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W07 |
| W08 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W08 |
| W09 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W09 |
| W10 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W10 |
| W11 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W11 |
| W12 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W12 |
| W13 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W13 |
| W14 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W14 |
| W15 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W15 |

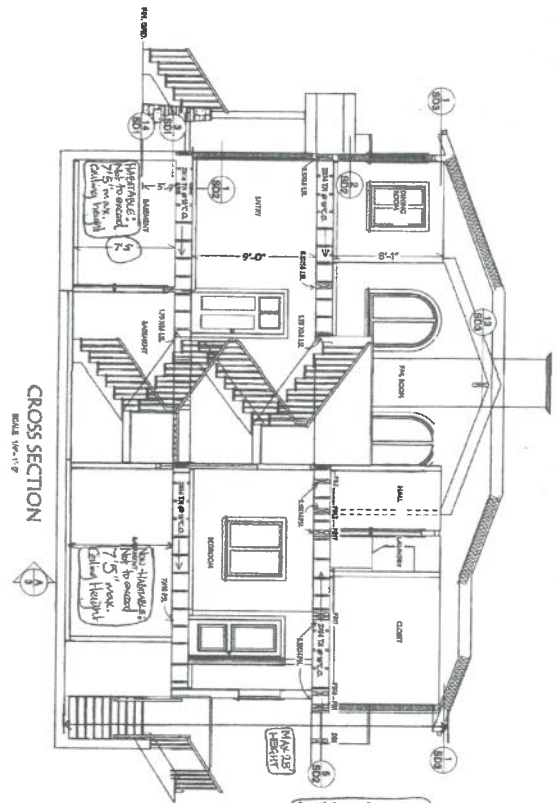
DOOR SCHEDULE

| NUMBER | QTY | FLOOR | SIZE | DESCRIPTION | NUMBER |
|--------|-----|-------|-----------|--------------------|--------|
| W01 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W01 |
| W02 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W02 |
| W03 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W03 |
| W04 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W04 |
| W05 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W05 |
| W06 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W06 |
| W07 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W07 |
| W08 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W08 |
| W09 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W09 |
| W10 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W10 |
| W11 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W11 |
| W12 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W12 |
| W13 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W13 |
| W14 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W14 |
| W15 | 1 | 1 | 36" x 80" | DOOR CASEMENT-HIGH | W15 |

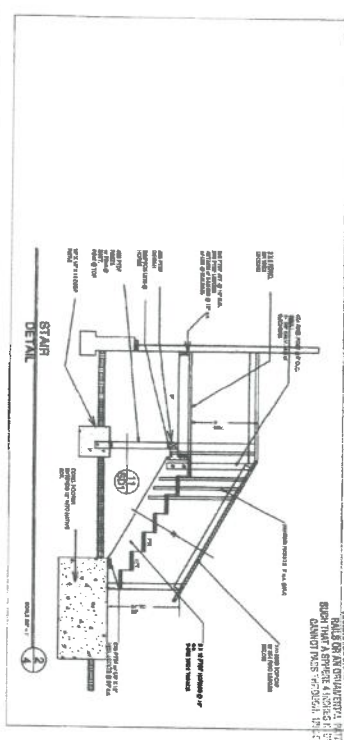
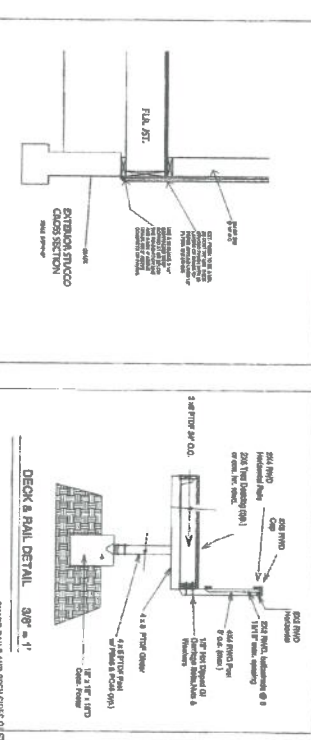
001 11-10-00

SANDMAN
BUILDING
DESIGNS

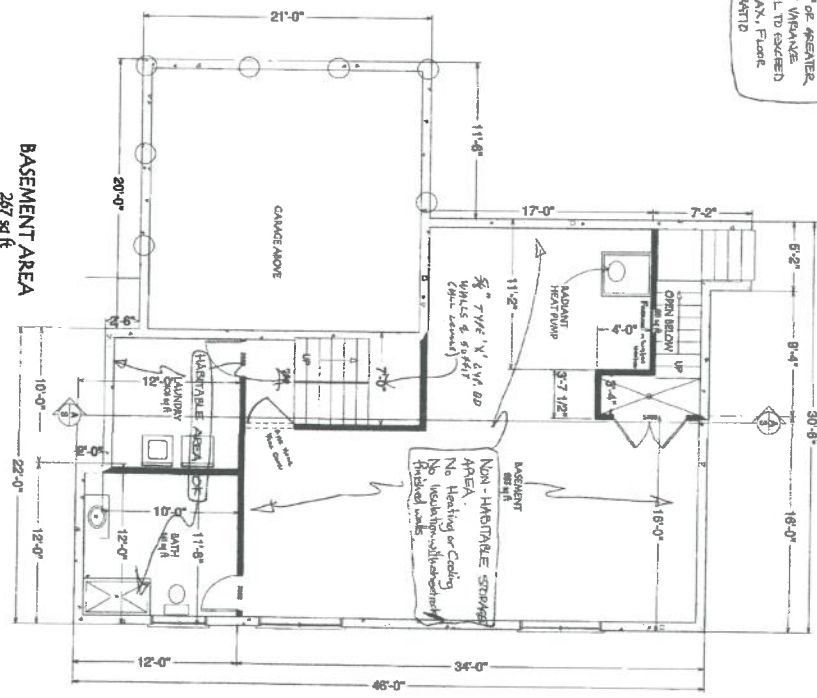
EXHIBIT E



CROSS SECTION
SCALE 1/8" = 1'-0"



BASEMENT AREA
287 sq ft



BASEMENT FLOOR PLAN
SCALE 1/8" = 1'-0"

A.P.N. 052-112-05

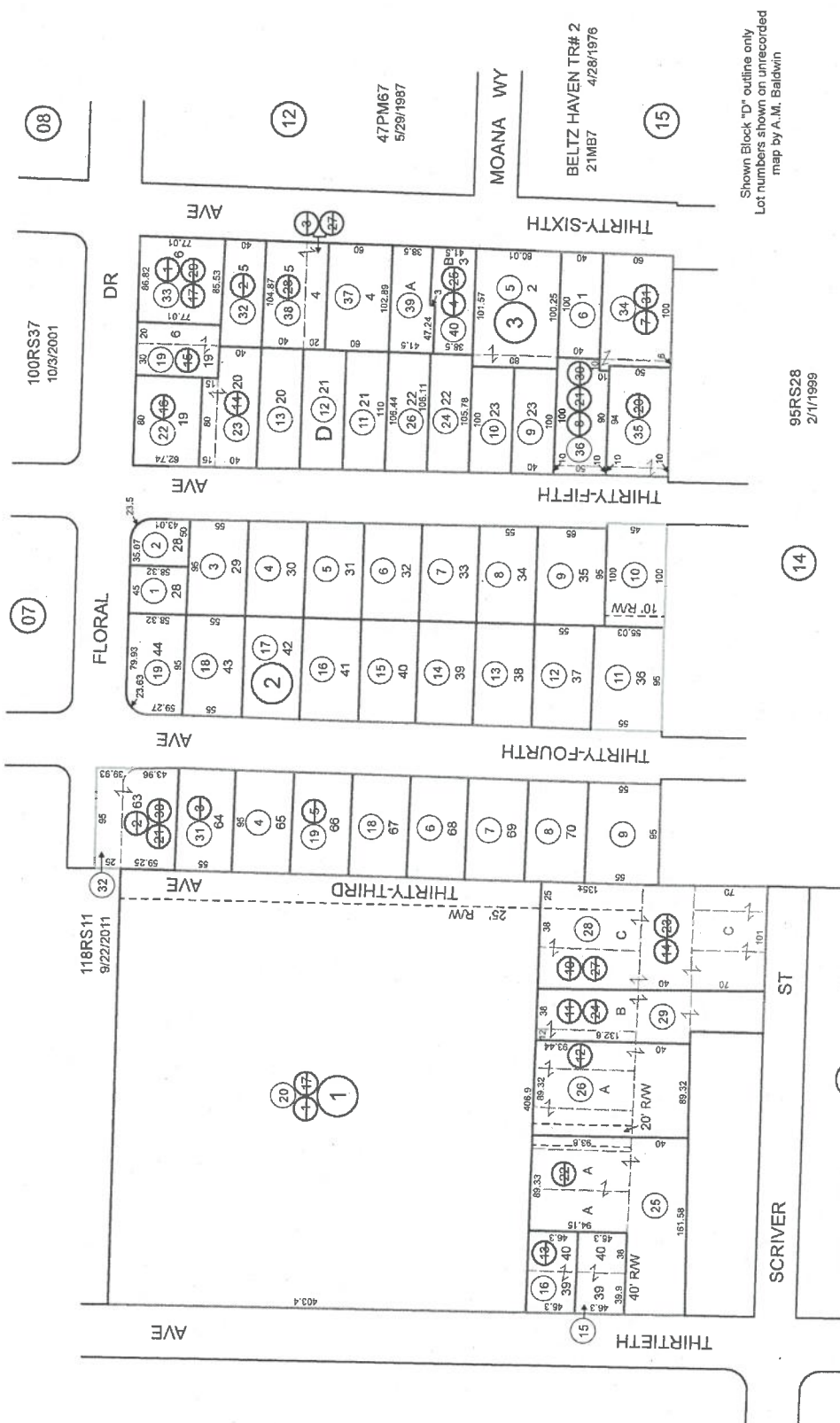
FOR TAX PURPOSES ONLY

THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR ANY ERRORS OR OMISSIONS. THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. © COPYRIGHT SANTA CRUZ COUNTY ASSESSOR 1998

POR. RANCHO ARROYO DEL RODEO
N.E. 1/4 SEC. 21, T. 11S., R. 1W., M.D.B. & M.

Tax Area Code
82-040

32-11



Shown Block "D" outline only
Lot numbers shown on unrecorded
map by A.M. Baldwin

95RS28
2/1/1999

14

Note - Assessor's Parcel & Block
Numbers Shown in Circles.

Assessor's Map No. 32-11
County of Santa Cruz, Calif.
Oct. 1998

EXHIBIT F



SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Location Map



Mapped
Area

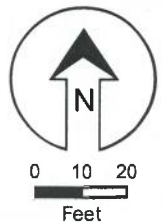


Parcel: 03211205

-  Study Parcel
-  Assessor Parcel Boundary

Map printed: 15 Apr. 2020

EXHIBIT F





SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel Zoning Map



Mapped
Area

R-1-5-MH-PP

R-1-5-PP

**032-112-05
(R-1-5-PP)**

R-1-4-PP

☐ R-1 Single-Family Residential

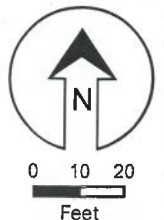


EXHIBIT F



SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel General Plan Map



Mapped
Area

032-112-05
(R-UM)

R-UM

☐ R-UM *Res. Urban Medium Density*

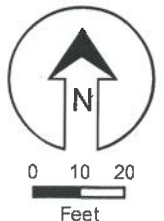


EXHIBIT D

Short Term Rentals in Vicinity



April 15, 2020

Vacation and Hosted Rentals

● Hosted, Approved

○ Hosted, In Process

■ Vacation, Approved

■ Vacation, In Process

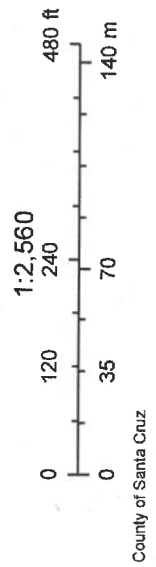


EXHIBIT F



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

701 OCEAN STREET, 4TH FLOOR, SANTA CRUZ, CA 95060
(831) 454-2580 FAX: (831) 454-2131

Vacation Rental Permit Application

Carefully read the List of Required Information (LORI) and ensure that ALL required information is included with this application. If you do not have ALL of the required information, your application will not be accepted.

Permit and Property Information

Current vacation Rental Permit Number (if applicable): N/A

Assessor's Parcel Number (APN): 03211205
(APNs MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)

Street Address: 567 35th AVE Santa Cruz CA 95062

Applicant Information (Complete only if different from Owner Information)

NAME: Turnkey Vacation Rentals - Josh Cronin ; Crystal Kadilis

MAILING ADDRESS: 5307 Industrial Oaks Blvd

CITY/STATE Austin TX ZIP 78735

PHONE NO. 888-512-0498 CELL PHONE NO. ()

EMAIL: marco.vincenti@turnkeyvr.com, josh.cronin@turnkeyvr.com

Owner Information

NAME: Todd Carpenter

MAILING ADDRESS: 510 San Benito Ave

CITY/STATE Menlo Park CA ZIP 94025

PHONE NO. (650) 776 8243 CELL PHONE NO. (650) 776 8243

EMAIL: toddcarpenter@hotmail.com

NOTE:

If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (attached) or a property management agreement must be submitted with the application.

24-HOUR CONTACT

NOTE: 24-Hour Contact must reside within a 30 mile radius of the vacation rental
NAME: Josh Cronin - TurnKey Vacation Rentals

MAILING ADDRESS: 101 Cooper St.

CITY/STATE Santa Cruz CA ZIP 95060

PHONE NO. (888) 512-0498 CELL PHONE NO. (512) 876-2325

EMAIL: josh.cronin@turnkeyvr.com

ELECTED/ PUBLIC OFFICIAL OR COUNTY EMPLOYEE INFO. PUBLICATION

If the contact person identified above is an elected or appointed official (including a public safety official) as defined by sections 6254.21 or 6254.24 of the California Government Code, this application must be signed below by the contact person, and constitutes written permission under Government Code section 6254.21 that the contact person's name and phone number may be placed on the County's internet website. If the contact person identified above is an employee of the County of Santa Cruz within the scope of section 468 of the County Procedures Manual, this application must be signed below by the contact person, it constitutes a waiver of the provisions of that section, and it constitutes written permission to place the contact person's name and phone number on the County's internet website.

X

Contact person signature, if applicable

VACATION RENTAL SAFETY CERTIFICATION

The following items require verification to assure the vacation rental unit is equipped and maintained to minimum safety standards to help provide for a safe vacation experience. Verification can be performed by owner (self-certified), certified home inspector, County Building Inspector, or by the property manager/agent.

- ☒ **Smoke alarms** (listed and approved by the State Fire Marshall) installed in the following locations per the 2016 California Residential Code, Sec. R314.1.
 - In each sleeping room.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics.
- ☒ **Carbon Monoxide alarms** (listed by an approved agency such as UL) installed in the following locations per the 2016 California Residential Code, Sec. R315.1.
 - Outside each separate sleeping area in the immediate vicinity of the bedroom(s).
 - At least one alarm on each story, including basements and habitable attics but not including crawl spaces or uninhabitable attics.
- ☒ Working **GFCI's** (ground fault circuit interrupters) required at all receptacles within 6 feet of all kitchen, bathroom, bar and laundry sinks per the 2016 California Electrical Code, Art. 210.8.
- ☒ All sleeping rooms shall be provided with at least one **emergency egress window** with a minimum net clear opening of 5 square feet, with a minimum opening height of 24 inches and minimum net clear opening width of 20 inches, with the bottom of the clear opening being not greater than 44" measured from the floor. Bars, grilles, grates or similar devices are permitted to be placed over emergency escape and rescue openings provided such devices are releasable or removable from the inside without the use of a key, tool or special knowledge. Per the 2016 California Residential Code, Sec. R310.
- ☒ All stairs shall have at least one continuous **handrail** running the full length of the stairs per the 2016 California Residential Code, Sec. R311.7.8
- ☒ All walking surfaces measured vertically more than 30" above grade or other floor levels, including mezzanines, platforms, stairs, ramps and landings shall have **guard railing** a minimum of 42" in height with openings no greater than 4" per the 2016 California Residential Code, Sec. R312.1. Exception: Guards on the open sides of stairs shall have a height not less than 34" measured vertically from a line connecting the leading edges of the treads.
- ☒ **Pool/spa safety barrier** enclosures shall comply with Santa Cruz County Code, Sec. 12.10.216. Exception: Self-contained spas/ hot tubs with approved safety covers need not comply with barrier reqs.
- ☒ Rental equipped with at least one **fire extinguisher** (type 2A10BC) installed in a readily visible/accessible location near the kitchen.

I hereby certify that the safety standard conditions listed above are fully complied with and will be maintained in a useable and functioning condition. **Form must be signed by one of the following four parties.**



 Owner of Rental Unit

1.27.20

 Date

 Certified Home Inspector

 License #

 Date

 County Building Inspector

 Date

 Property Manager/Agent

 Date

For questions regarding these safety certification requirements please contact the Building Official at (831) 454-3195

PLANS REQUIRED FOR RENEWALS

Please check the appropriate boxes below.

1. Have there been any additions or other work than has resulted in an increase in the number of bedrooms since the issuance of your current vacation rental permit that have not been authorized by an amendment to your current vacation rental permit?
☐ YES. If you check this box, you must submit revised floor plans that clearly show the previous floor plan, the current floor plan, and explain what work was done (see List of Required Information, page 7).
☐ NO. If you check this box, you do not need to submit floor plans with your renewal application.
2. Has there been any decrease in the size or number of parking spaces since the issuance of your current vacation rental permit that has not been authorized by an amendment to your current vacation rental permit?
☐ YES. If you check this box, you must submit a revised plot plan that clearly shows the previous parking, the current parking, and explain what has changed and the reason for the change (see List of Required Information, page 7).
☐ NO. If you check this box, you do not need to submit a plot plan with your renewal application.

If you checked no to both questions, you do not need to submit any plans with your renewal application.

APPLICANT'S SIGNATURE

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation of planning permits as determined by the Planning Director.

I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, and that proof of such is on file with the Zoning Section.

I further certify that there are no restrictions against vacation rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any vacation rental permit issued will be rendered void if there are restrictions against vacation rentals on the subject property.

I understand that the County of Santa Cruz has attempted to request everything necessary for an accurate and complete review of my proposal; however, after Planning staff has taken in the application and reviewed it further, it may be necessary to request additional information and clarification.

I understand that if this application will require a public hearing pursuant to County Code Section 13.10.694(D)(3), the application will be converted to an "at cost" application and I will be required to sign a contract and be billed for staff time associated with processing the application as provided in County Code Section 13.10.694(D)(3)(b)(ii).


Signature of Owner or Authorized Agent

1.27.20
Date

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development, and/or other permit, the approval of the owner is required.

This is the County's authorization to issue a permit to the agent listed below:

Agent: Name: Crystal Kadilis
Address: 101 Cooper St.
City, State, Zip Code: Santa Cruz CA 95060
Telephone: (888) 512.0498 Cell #: (831) 274.9454
Email: crystal.kadilis@turnkeyvr.com

Owner: Name: Todd Carpenter
Address: 510 San Benito Ave
City, State, Zip Code: Menlo Park CA 94025
Telephone: (650) 776 8243 Cell #: (650) 776.8243
Email: toddcarpenter1@hotmail.com

1.27.20
Date

[Signature]
Signature of Owner

03211205
Assessor's Parcel Number(s)

567 35th Ave Santa Cruz CA 95062
Project Location

Note: One Owner-Agent form will be required for each permit required. In the case where there is more than one owner of a parcel, the owner signing this form represents that he/ she has the consent from all other owners of the parcel. By signing this form, the owner is authorizing the agent to legally bind the owner to responsibility for payment of the County's cost for all actions related to noncompliance with permit conditions. The agent will be required to provide proof of service, by mail, to the owner of a copy of the executed acceptance of permit conditions.



COUNTY OF SANTA CRUZ

EDITH DRISCOLL, AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
701 OCEAN STREET, SUITE 150, SANTA CRUZ, CA 95060-4073
POST OFFICE BOX 1817, SANTA CRUZ, CA 95061 • (831) 454-2510 • FAX (831) 454-2257

RECEIVED
SANTA CRUZ COUNTY
TREASURER-TAX COLLECTOR

2020 JAN 27 PM 2:06

TRANSIENT OCCUPANCY TAX - REGISTRATION APPLICATION

FOR COUNTY USE ONLY

Certificate Number:

Date Issued:

APN Number:

By:

Deputy Treasurer-Tax Collector

PLEASE PRINT OR TYPE

Name of Facility or Unit

Carpenter Residence

Address of Facility or Unit

567 35th Ave

Mailing Address

Santa Cruz CA

95062

Phone #

650.776.8243

Email Address

toddcarpenter@hotmail.com

Date of Application

Websites You Plan to Use: ☒ VRBO ☒ Home Away ☒ AirBNB ☐ AirBNB Only*

☐ Other

Type of Rental:

☐ Hotel/Motel

☐ Bed and Breakfast

☒ Whole House

☐ Hosted Rental

Number of Occupancy Units

1

IMPORTANT: Change of Operator and/or Ownership Requires a New Application

Owner(s) Name (List Principals):

| Operator's Name | Address | Phone Number |
|-----------------|----------------------------------------|--------------|
| Todd Carpenter | 510 San Benito Ave Menlo Park CA 94025 | 650.776.8243 |
| Liza Carpenter | 510 San Benito Ave Menlo Park CA 94025 | 650.248.3262 |

Local Emergency Contact

| Name | Email Address | Phone Number |
|-------------|---------------------------|--------------|
| Josh Cronin | josh.cronin@turnkeyvr.com | 512.876.2325 |

I HEREBY CERTIFY, UNDER PENALTY OF PERJURY, THAT THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Signed

[Signature]

Date

1/27/20

*AirBNB has an agreement with the County of Santa Cruz to collect and pay the TOT for all listings done on their site that are within the unincorporated area of the County. If you commit to only using AirBNB for all of your rentals then you will not be required to report monthly.

TurnKey Vacation Rentals, Inc. (hereafter referred to as "TurnKey", "we", "us", or "our") provides rental management services on behalf of homeowners ("Owners") who rent their properties (including the associated fixtures and furnishings)(the "Home") to guests (the "Guest" or "you") seeking accommodations on a short term or long term basis (collectively, the "Services"). We are the Owner's property manager and authorized agent, who will perform the Services related to your reservation. By using the Home and Services, you agree to comply with and be legally bound by the terms and conditions of this guest agreement (the "Guest Agreement"). This Guest Agreement only applies to short term rentals and not long term rentals, which will be governed by the specific terms of your Residential Lease agreement with us, if applicable.

1. Policies: Please abide by following policies:

- Behave as you would in any home in which you live, with respect for property and neighbors.
- Unless we provide otherwise, you must be over the age of 25 for homes with 3 or more bedrooms and over 21 for homes with less than 3 bedrooms.
- You will be an occupant of the unit during the entire reserved period and other occupants of the Home during your stay will be family members, friends, responsible adults or children under direct adult supervision.
- Do not exceed the maximum occupancy of the Home.
- No parties, noise that can be heard beyond the Home lot line or in adjacent units or any illegal activity may occur at the Home.
- No pets are allowed unless otherwise noted for specific properties and where you have paid a pet fee in connection with your booking in advance. Registered service animals are allowed when you provide proof of registration upon request.
- No smoking is allowed in or around any Home.
- Check-in time is 3pm and check-out time is 10am - we will notify you via email in advance if early check-in or late check-out will be available.
- Please use common courtesy at the Home by keeping it clean, reporting any problems or damages, washing dishes as used, taking garbage to the outside bins, leaving towels in the bathrooms and sheets in the bedrooms, and not re-arranging furniture.

2. Cleaning: Each home will be cleaned and inspected by third-party cleaning contractors after your departure. We ask you to help us enable the cleaning crews as much as possible. They will appreciate simple things like leaving the Home tidy, running the dishwasher, starting to wash the towels, and taking out the trash.

3. Pools, Beaches, Recreational Equipment of Any Kind: If the Home that you have reserved includes a pool or hot tub, or is on a beach, these can all be obviously dangerous. Guests should observe and adhere to all rules

and policies as posted at the Home and supervise all children at all times. Guards are not provided. Decks and patios can be slippery when wet and can result in injury to anyone who is not careful. Guest accepts and assumes all risks involved in or related to the use of a pool, hot tub, beach and deck/patio areas. Guest accepts and assumes all risks involved in or related to any of the following recreational equipment of any kind, including but not limited to a beach or pool equipment, golf cart, bicycles, docks, boats, paddleboards or other floating devices, pool or ping pong tables, game or sports equipment.

4. Home Damage Waiver: Each Guest will be offered an optional Damage Waiver that protects you against unintended damage done to the Property. This is not insurance, and the Damage Waiver does not apply to intentional damage done by the Guest or your guests, or excessive wear and tear due to parties, smoking, pets or otherwise, or additional cleaning charges due to stains or spills, or fines incurred by the police or HOA due to noise, excessive trash or parking, or damage over the purchased amounts of either \$3,000 or \$5,000. If you would like to opt out of purchasing the Damage Waiver for your stay, you can do this by providing us with a security deposit of \$3,000, \$5,000, or greater depending on Property at the time of booking. Guest acknowledges that any damage or fines not covered by the Damage Waiver or above the amount of any security deposit can be charged to Guest (and Guest's card on file). Please contact TurnKey directly at (888) 512-0498 if you do not wish to purchase the Damage Waiver and would rather provide a security deposit.

5. Excessive Wear and Tear, Noise and Occupancy: If excessive wear and tear is found for the Home, or additional cleaning is necessary due to spills, trash left on site, stains to furniture, carpeting, linens, paint, wallpaper, or flooring, Guest authorizes TurnKey to charge Guest for additional fees. Guest will be provided with a receipt for any additional fees incurred upon request or as required by local laws or regulations. If at any time the maximum number of the Home's occupants is exceeded, if we receive information about excessive noise, or any violation of any laws, regulations or terms of this Guest Agreement, then TurnKey in its sole discretion, has the right to evict Guest and all occupants immediately and to charge Guest a minimum service fee of \$250 with no refund for the balance of the remaining reservation. If any sign of smoking is discovered Guest authorizes TurnKey to charge Guest an additional minimum \$500 cleaning fee. Unless the reservation for the Home specifically allows a pet, if any sign of a pet is discovered, then Guest authorizes TurnKey to charge Guest an additional minimum \$500 cleaning fee. TurnKey will return any balance of a security deposit to Guest, less any charges or amounts owed by Guest, within fourteen (14) days after the end of the reservation or as otherwise required by local laws or regulations. Any charges owed by Guest may be charged by TurnKey to Guest's card on file in addition to seeking any relief provided by law.

6. Maintenance and Access: We have the right to enter the Home at any time during guest stay and we will diligently attempt to address maintenance issues as they occur. This is an associated risk of renting a single family residence or condo. If a maintenance issue occurs that cannot be fixed in a reasonable amount of time

or if the Home is unavailable for any reason as determined in our discretion we reserve the right to cancel and refund you or offer to relocate you to another home at our discretion.

7. Phone and Internet: Unless otherwise specified, all homes are equipped with a high-speed Wi-Fi connection where service is available and we will provide you with any required Wi-Fi passwords. We do not provide a land line phones for all homes and suggest that you please use your mobile phone or Wi-Fi enabled phone for calls.

8. Furnished Rental and Supplies: TurnKey properties are fully furnished properties that will include bedspreads, linens, blankets, pillows, towels, a fully equipped kitchen, TV, furnishings unless otherwise specified. A limited starter supply of paper products, bath and dish soap are provided, but will not be replaced if consumed during your stay so we recommend bringing additional personal items with you. Staples (salt, pepper, foils, wraps, etc) are generally stocked by the Owner of the Home, however TurnKey cannot commit these supplies being present. Guest is responsible for replacing stocked items as they are consumed. If there is a special type of item you are accustomed to using, please provide for those items by bringing them with you. Extra towels are always recommended for homes on the beach, or with a pool or hot tub.

9. Weather and Other Unforeseen Events: TurnKey does not accept liability for any inconveniences arising from any temporary defects or stoppage in supply of water, gas, electricity or plumbing, damage caused by weather/road closures or conditions, natural disasters, acts of God or other reasons beyond its control. No refunds will be given for any delays or cancellations due to such conditions. Travel Insurance is highly recommended for any stay and may be purchased online at <https://turnkeyvr.com/insurance>.

10. Homeowners Association: TurnKey cannot warrant the usability or condition of amenities provided through homeowner associations, including, but not limited to pools, hot tubs, club houses, tennis courts, golf facilities, and picnic & beach facilities.

11. Indemnity: Neither Owner nor TurnKey assumes any liability for loss, theft, damage or injury to Guest, his/her guests or other occupants in the Home. The Guest, for himself/herself, his/her heirs, assignors, executors and administrators, fully releases and discharges Owner and TurnKey from any and all claims, demands and causes of action by reason of any injury or whatever nature which has or have occurred, or may occur to the Guest, his/her guests or other occupants of the Home as a result of, or in connection with the occupancy of the Home and agrees to hold Owner and TurnKey free and harmless of any claim or suit arising therefrom. In any action concerning the rights, duties or liabilities of the parties to this Guest Agreement, or their principals, agents, successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs.

12. **Unavailability:** In the rare event the Home that that you have reserved for sale, is sold or is otherwise unavailable for any reason as determined by TurnKey, then TurnKey, in our discretion, may provide Guest with a comparable home at no additional cost to the Guest or cancel and refund Guest's reservation.

13. **Identification and Compliance:** All guests are subject to our identification and risk screening process, which may require the Guest to provide personal, credit card and other information as determined by TurnKey prior to staying in the Home. We may cancel a reservation at any time if Guest fails to complete our Guest identification and risk screening process as determined in our discretion. TurnKey does not prefer, limit or discriminate because of race, color, religion, sex, handicap, familial status, or national origin.

14. **Payment and Cancellations:** We accept all major credit cards. For reservations made more than 30 days in advance, we only charge a deposit of 10% of the total reservation upon booking, with full payment due 30 days prior to check-in. For all reservations made within 30 days of check-in, we collect payment in full at the time of booking. All reservations which are made more than 10 days in advance are fully refundable if the guest cancels the reservation within 72 hours after the time of booking. After this cancellation period expires, all guest payments are non-refundable.

15. **Other Terms and Conditions:** Your booking is subject to the TurnKey Terms, Privacy Policy and this Guest Agreement which can be found at TurnKeyVR.com/terms. If you would like to extend your reservation for additional dates, please call us 888-512-0498 for availability and pricing.

SANTA CRUZ COUNTY AGREEMENT ADDITIONS

- **Maximum Occupancy At Anytime:** 10 Guests (8 years of age or over) - daytime and overnight
- **Maximum # of Vehicles:** 3 Vehicle(s) & **Non Exclusive Public Parking:** 0 Vehicle(s)
- **Noise Disclosure:** Strict observance of quiet hours ("night hours") between 10:00 p.m. and 8:00 a.m. are required by county code. Violations will result in law enforcement citations and/or immediate cancellation of the rental agreement and access without refund. Please pay special attention to outdoor conversations including but not limited to enjoyment of the yard and decks as well as entering & exiting the home. Please see "Chapter 8.30 Noise" posted in this property for more details.
- **Trash & Refuse Management:** Please promptly place all trash and refuse in the outside garbage receptacles. A service is in use for the management of the cans for pick up, however, please notify your management company immediately if an additional disposal visit is needed. Stacked garbage and non closed receptacle with exposed trash may result in violations and unnecessary disruption of your stay.
- **Illegal Activities and Fireworks:** Illegal or disruptive activities such as the use of fireworks will result in law enforcement action, citations, and immediate cancellation of the rental agreement & access without refund.

[Digital Signatures]

EXHIBIT G

Required Posting of Rules Pursuant to Santa Cruz County Code 13.10.694 for Vacation Rentals

Property Address: 567 35th Ave

Vacation Rental Permit Number and Expiration: _____

Tax Certificate Number: CO00441

Management Company & Number: TurnKey Vacation Rentals, (888) 512-0498

Local Team Contact: Wes Walker & Josh Cronin, 101 Cooper St, Santa Cruz CA 95060

Maximum Occupancy: 10 Guests (8 years of age or over) - daytime and overnight

Exclusive Private Parking: 3 vehicles

Allowable, Non Exclusive Public Parking: 0 vehicles

Noise Disclosure: Strict observance of quiet hours ("night hours") between 10:00 p.m. and 8:00 a.m. are required by county code. Violations will result in law enforcement citations and/or immediate cancellation of the rental agreement and access without refund. Please pay special attention to outdoor conversations including but not limited to enjoyment of the yard and decks as well as entering & exiting the home. Please see "Chapter 8.30 Noise" posted in this property for more details.

Trash & Refuse Management: Please promptly place all trash and refuse in the outside garbage receptacles. A service is in use for the management of the cans for pick up, however, please notify your management company immediately if an additional disposal visit is needed. Stacked garbage and non closed receptacle with exposed trash may result in violations and unnecessary disruption of your stay.

Illegal Activities and Fireworks: Illegal or disruptive activities such as the use of fireworks will result in law enforcement action, citations, and immediate cancellation of the rental agreement & access without refund.

(G) Posting of Rules. Vacation rental rules shall be posted inside the vacation rental in a location readily visible to all guests. The rules shall include, but not necessarily be limited to, the following: number of guests allowed (two/bedroom plus two prior to November 1, 2016, children under 12 not counted, on or after November 1, 2016, children under eight not counted for celebrations and gatherings between 8:00 a.m. and 10:00 p.m., the maximum number of people allowed is twice the maximum number of guests allowed); number of vehicles allowed (not to exceed the number of existing on-site parking spaces, plus two additional that will be considered to use on-street parking in the vicinity, but will not have any exclusive or assigned use of on-street parking); address noise, illegal behavior and disturbances including an explicit statement that fireworks are illegal in Santa Cruz County; trash management (e.g., trash to be kept in covered containers only).

8.30.010 Offensive noise.

(A) No person shall make, cause, suffer, or permit to be made any offensive noise.

(B) "Offensive noise" means any noise which is loud, boisterous, irritating, penetrating, or unusual, or that is unreasonably distracting in any other manner such that it is likely to disturb people of ordinary sensitivities in the vicinity of such noise, and includes, but is not limited to, noise made by an individual alone or by a group of people engaged in any business, activity, meeting, gathering, game, dance, or amusement, or by any appliance, contrivance, device, tool, structure, construction, vehicle, ride, machine, implement, or instrument.

(C) The following factors shall be considered when determining whether a violation of the provisions of this section exists:

(1) *Loudness (Intensity) of the Sound.*

(a) *Day and Evening Hours.* For purposes of this factor, a noise shall be automatically considered offensive if it occurs between the hours of 8:00 a.m. and 10:00 p.m. and it is:

(i) *Clearly discernible at a distance of 150 feet from the property line of the property from which it is broadcast; or*

EXHIBIT G

(ii) In excess of 75 decibels at the edge of the property line of the property from which the sound is broadcast, as registered on a sound measuring instrument meeting the American National Standard Institute's Standard S1.4-1971 (or more recent revision thereof) for Type 1 or Type 2 sound level meters, or an instrument which provides equivalent data.
A noise not reaching this intensity of volume may still be found to be offensive depending on consideration of the other factors outlined below.

(b) **Night Hours.** For purposes of this factor, a noise shall be automatically considered offensive if it occurs between the hours of 10:00 p.m. and 8:00 a.m. and it is:

- (i) Made within 100 feet of any building or place regularly used for sleeping purposes; or
- (ii) Clearly discernible at a distance of 100 feet from the property line of the property from which it is broadcast; or
- (iii) In excess of 60 decibels at the edge of the property line of the property from which the sound is broadcast, as registered on a sound measuring instrument meeting the American National Standard Institute's Standard S1.4-1971 (or more recent revision thereof) for Type 1 or Type 2 sound level meters, or an instrument which provides equivalent data.

A noise not reaching this intensity of volume may still be found to be offensive depending on consideration of the other factors outlined below.

- (2) Pitch (frequency) of the sound, e.g., very low bass or high screech;
- (3) Duration of the sound;
- (4) Time of day or night;
- (5) Necessity of the noise, e.g., garbage collecting, street repair, permitted construction activities;
- (6) The level of customary background noise, e.g., residential neighborhood, commercial zoning district, etc.; and
- (7) The proximity to any building regularly used for sleeping purposes.

(D) Prior to issuing a citation for this section, the responsible person or persons will be warned by a law enforcement officer or other designated official that the noise at issue is offensive and constitutes a violation of this chapter. A citation may be issued if, after receiving the warning, the responsible person(s) continues to make or resumes making the same or similar offensive noise(s) within three months of the warning. Notwithstanding the provisions of subsection (C)(1) of this section, enforcement of violations under this chapter shall not require the use of a sound level meter.

(1) For purposes of this section "responsible person or persons" means a person or persons with a right of possession in the property from which the offensive noise is emanating, including, but not limited to, an owner or a tenant of the property if the offensive noise is coming from private property, or a permittee if the offensive noise is coming from a permitted gathering on public property, or any person accepting responsibility for such offensive noise. "Responsible person or persons" shall additionally include the landlord of another responsible party and the parents and/or legal guardians of a responsible person under the age of 18 years. [Ord. 5255 § 1, 2017; Ord. 5205 § 1, 2015; Ord. 4001 § 1, 1989].

8.30.020 Subsequent offense within 48 hours.

Any person who violates any section of this chapter and is cited for such a violation, and who within 48 hours after receiving such a citation again violates the same section, is guilty of a misdemeanor. A person is cited for a violation when he or she is issued and signs an infraction or misdemeanor citation, or when he or she is arrested and booked, or when a complaint is filed and the person is notified of the filing of such a complaint. [Ord. 4001 § 1, 1989].

8.30.030 Exceptions.

(A) The provisions of this chapter shall not apply to any noise from any specific type of activity for which special noise regulations are provided by any other provision of the County Code.

(B) The provisions of this chapter shall not apply to any noise caused by farming operations carried out on any land designated within the Santa Cruz County General Plan for commercial agricultural use. [Ord. 4001 § 1, 1989].

Evan Ditmars

From: Norman Schutzberger <nschutz22@gmail.com>
Sent: Sunday, April 12, 2020 8:08 AM
To: Evan Ditmars
Subject: Application # 201008 Vacation Rental

******CAUTION:**This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email.****

Good Morning Mr. Ditmars,

I live in the immediate neighborhood to this development at 567 35th Ave. 95062 and would appreciate some further information. How many occupants would be allowed? Is the full and completely finished basement with multiple rooms including its separate entrance as noted in the Redfin property description considered habitable space for rental purposes? I understand that a public hearing is required for this level 5 application but none is listed on the poster outside the home. When and where will that take place?

Thank you in advance for your reply,

Norman Schutzberger
nschutz22@gmail.com
562.505.1520