



Staff Report to the Zoning Administrator

Application Number: 211399

Applicant: Liz Pickart
Owner: Michael & Nancy Sinclair
APN: 038-172-29
Site Address: 530 Seacliff Drive, Aptos

Agenda Date: February 4, 2022
Agenda Item #: 1
Time: After 9:00 a.m.

Project Description: Proposal to operate a new four-bedroom residential vacation rental. Requires a Vacation Rental Permit.

Location: Property is located on the east side of Seacliff Drive at 530 Seacliff Drive in Aptos.

Permits Required: Vacation Rental Permit

Supervisory District: Second District (District Supervisor: Zach Friend)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 211399, based on the attached findings and conditions.

Project Description & Setting

The project site is located on the east side of Seacliff Drive in the Aptos Planning Area, approximately 350 feet south from the intersection with Oakdale Drive. The neighborhood is comprised of one to three-story single-family residences consisting of a mix of architectural styles.

The subject property is developed with an existing two-story single-family residence, originally constructed in 1970. This is a proposal to operate a vacation rental in the existing four-bedroom dwelling. As indicated in SCCC 13.10.694(D)(2), a public hearing is required for vacation rentals consisting of four or more bedrooms.

Vacation rentals within residential structures are permitted within the R-1-4 (Single-Family Residential - 4,000 square feet minimum) zone district, and the operation of the vacation rental would be required to comply with all requirements of the vacation rental ordinance.

Beachnest Vacation Rentals has been designated as the 24-hour contact for the proposed vacation rental. Beachnest Vacation Rentals is located in Santa Cruz, within the required 30-minute response radius from the proposed vacation rental property.

The provided parking will meet the requirements of SCCC 13.10.694(D)(2)(c)(iv)B. Pursuant to this Code Section, parking for vacation rentals is limited to the number of on-site parking spaces. A minimum of two on-site spaces is required for vacation rentals containing three or more bedrooms. The guest(s) will also be allowed to park one additional vehicle off-site using street parking for the off-site vehicle in the vicinity of the vacation rental but will not have any exclusive or assigned use of any available street parking. Five parking spaces are available on-site, meeting the parking requirements of SCCC 13.10.694(D)(2).

Pursuant to SCCC 13.10.694(D), vacation rental permits expire the same month and day five years subsequent to the date of issuance of the vacation rental permit. In addition, any new vacation rental permit issued for vacation rentals consisting of four or more bedrooms shall be issued a one-year provisional permit subject to review for compliance with vacation rental ordinance requirements prior to granting the remainder of the standard five-year term. The permit is conditioned accordingly.

Zoning & General Plan Consistency

The subject property is a 4,181 square foot lot, located in the R-1-4 (Single family residential - 4,000 square feet) zone district, a designation which allows vacation rental uses. The proposed five-bedroom vacation rental is a conditionally permitted use within the zone district and the zoning is consistent with the site's R-UM (Urban Medium Density Residential) General Plan designation.

Conclusion

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 **211399**, 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.sccoplaning.com

Report Prepared By: Jonathan DiSalvo
Santa Cruz County Planning Department
701 Ocean Street, 4th Floor
Santa Cruz CA 95060
Phone Number: (831) 454-3157
E-mail: jonathan.disalvo@santacruzcounty.us

Exhibits

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

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: 211399

Assessor Parcel Number: 038-172-29

Project Location: 530 Seacliff Drive, Aptos

Project Description: Proposal to operate a new four bedroom residential vacation rental.

Person or Agency Proposing Project: Liz Pickart

Contact Phone Number: 831-722-0888

- 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. ☒ **Categorical Exemption**

Specify type: Class 1 - Existing Facilities

F. Reasons why the project is exempt:

Operation of a vacation rental within an existing single-family dwelling in an area for residential uses.

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

Jonathan DiSalvo, 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 vacation rental will be located in an existing five-bedroom residential structure consistent with County Code Chapter 13.10. 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 insure the optimum in safety. The property owner has provided the required "Vacation Rental Safety Certification" to verify compliance with these standards. In addition, the vacation rental standards address noise, occupancy, and parking to ensure that there are no detrimental effects of the vacation rental to properties in the vicinity.

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 location of the proposed 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-1-4 (Single family residential - 4,000 square feet) zone district which conditionally allows for vacation rentals within residential structures, meeting all requirements of the vacation rental ordinance.

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 vacation rental use is consistent with the use requirements specified for the R-UM (Urban Medium Density Residential) land use designation in the County General Plan. Additionally, the vacation rental use is conditioned to operate in compliance with the vacation rental ordinance, which implements the standards contained in the Noise Element of the 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. 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 a 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 vacation rental is proposed to be located within an existing residential dwelling located within a residential neighborhood, consistent with the land use intensity and density of residential neighborhoods.

Conditions of Approval

Exhibit D: Project plans, prepared by Kevin & Leilani Vevang, dated 12/28/21.

- I. 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. 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).
 - B. The maximum, overnight occupancy of the vacation rental shall not exceed 10 people (two per bedroom, plus two additional people, children under eight not counted).
 - C. The maximum number of vehicles associated with the overnight occupants shall not exceed six (number of on-site parking spaces, plus one additional on-street parking space).
 - D. 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).
 - E. 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 (County Code Chapter 8.30) shall be posted inside the vacation rental in a location readily visible to all guests.
 - F. 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, and a reference to the standards contained in the County Noise Ordinance (County Code Chapter 8.30).
 - G. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.

- H. 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, be legible from, and be posted no more than 20 feet back from the nearest street.
- I. Issuance of this permit shall not infer approval of new development or the private use of any property outside of the subject parcel boundary, including public and private rights-of-way, State Parks land, and County owned property. The term "new development" shall include, but is not limited to, fencing, patios, and accessory structures. The term "use" shall include, but is not limited to, outdoor seating, parking (in non-designated areas), and storage of equipment or materials.
- J. 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, and shall be submitted to the local Sheriff Substation, the main County Sheriff's Office, the local fire agency, and shall be supplied to the property owners of all properties located within a 300-foot radius of the parcel on which the vacation rental is located. Any change in the contact person's address or telephone number shall be promptly furnished to the agencies and neighboring property owners as specified above.
- K. 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.
- L. The initial Vacation Rental Permit is a *one-year provisional permit* subject to review for compliance with vacation rental code requirements prior to granting the remainder of the standard five-year term.
- M. Permits for vacation rentals shall expire 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 are non-transferable and become void when a property transfer triggers reassessment.
- N. Renewal applications must show significant rental use for three out of the previous five years. Significant rental use shall be interpreted to include no fewer than 10 percent of weekend nights in a given year, or a minimum occupancy of five weekends or 10 nights per calendar year.
- O. All advertising for vacation rentals shall include the vacation rental permit number in the first two lines of the advertisement text, and where photos are included, a photo containing the permit number shall be included, as well as a photo of the required signage that includes the 24-hour contact information and vacation rental identification.

- P. By accepting a vacation rental permit, vacation rental owners agree to engage in dispute resolution and act in good faith to resolve disputes with neighbors arising from the use of a dwelling as a vacation rental. Unless an alternative dispute resolution entity is agreed to by all parties involved, dispute resolution shall be conducted through the Conflict Resolution Center of Santa Cruz County.
- Q. A violation of any of the requirements to obtain a vacation rental permit may be grounds for denial of a new vacation rental permit application. Further, violations of vacation rental regulations, or of any other provision of the Santa Cruz County Code, may be grounds for denial of a renewal application or revocation of an existing vacation rental permit after consideration at a Level 5 public hearing by the Zoning Administrator (or by the Planning Commission upon referral).
- R. If more than two significant violations occur on a vacation rental property within a 12-month period, a permit shall be noticed for a Level 5 public hearing to consider permit revocation. "Significant violations" are: citations for violation of Chapter 8.30 SCCC (Noise); violation of any specific conditions of approval associated with the permit; mis-advertising the capacity and limitations applicable to the vacation rental; written warnings, or other documentation filed by law enforcement; violations of State or County health regulations; non-compliance with a public health order or emergency regulation issued by State or local authorities which may limit use and occupancy of vacation rentals; delinquency in payment of transient occupancy taxes, fines, or penalties; non-responsive property management, including failure by the local property manager to respond to calls within 60 minutes; and failure to maintain signage. In the event a permit is revoked, the person or entity from whom the permit was revoked shall be barred from applying for a vacation rental permit for the same parcel without prior consent of the Board of Supervisors.
- S. 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.

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 five years from the approval date listed below unless an application to renew this approval is submitted prior to the expiration date.

Approval Date: _____

Effective Date: _____

Expiration Date: _____

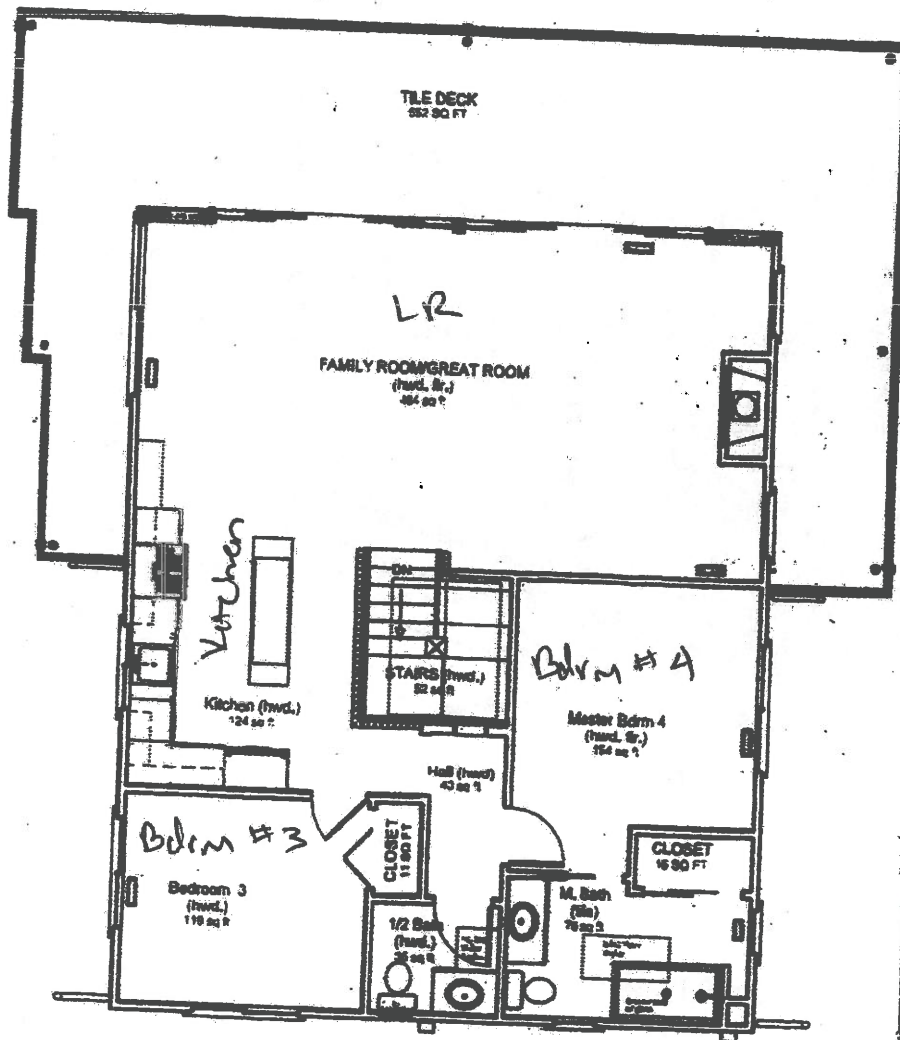
Jocelyn Drake
Deputy Zoning Administrator

EXHIBIT C

Application #: 211399
APN: 038-172-29
Owner: Michael & Nancy Sinclair

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.

Project Plans: 530 Seaside



UPPER FLOOR

Submitted by:
Liz Pickart
831.788.0888

Beachnest Vacation Rentals
180 7th Ave, Suite 103
Santa Cruz, CA 95062

EXHIBIT D

REVISIONS	BY

Kevin & Leilani Vevang
RESIDENTIAL DESIGN

P.O. Box 1315 Penn
Valley, CA 95946
(951) 951-5057

OWNERS
Mike Sinclair

22800 Midpine CT.
Los Gatos, CA 95033
A.P.N. 098-172-29

SITE PLANS

DATE: 12-28-21

SCALE: 1/8"=1'-0"

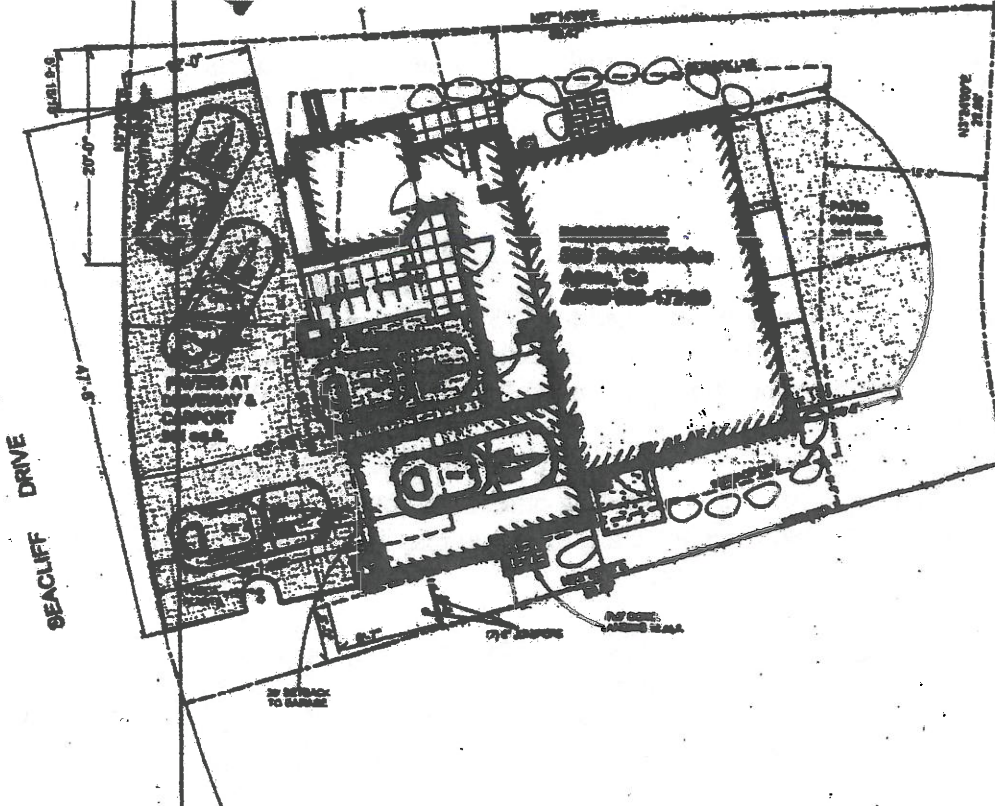
DRAWN BY:
Kevin Vevang

JOB: Sinclair

SHEET

A1.0

1



SITE PLAN

Submitted by: Liz Pickers
839. 788. 0888

Beachnest Vacation Rentals
180 7th Ave, Suite 103
Santa Cruz, CA 95062

EXHIBIT 7

[illegible]

**Kevin & Lailani Yevang
RESIDENTIAL DESIGN**

**P.O. Box 1315 Penn
Valley, CA 95946
(931) 991-5037**

OWNERS

Mike Sinclair

22800 Midline CT.
Los Gatos, CA. 95033
A.P.N. 038-172-29

SITE PLANS

DATE: 12-28-21

SCALE: 1/8"=1'-0"

DRAWN BY:
Kevin Vevang

JOB: Sinclair

SHEET

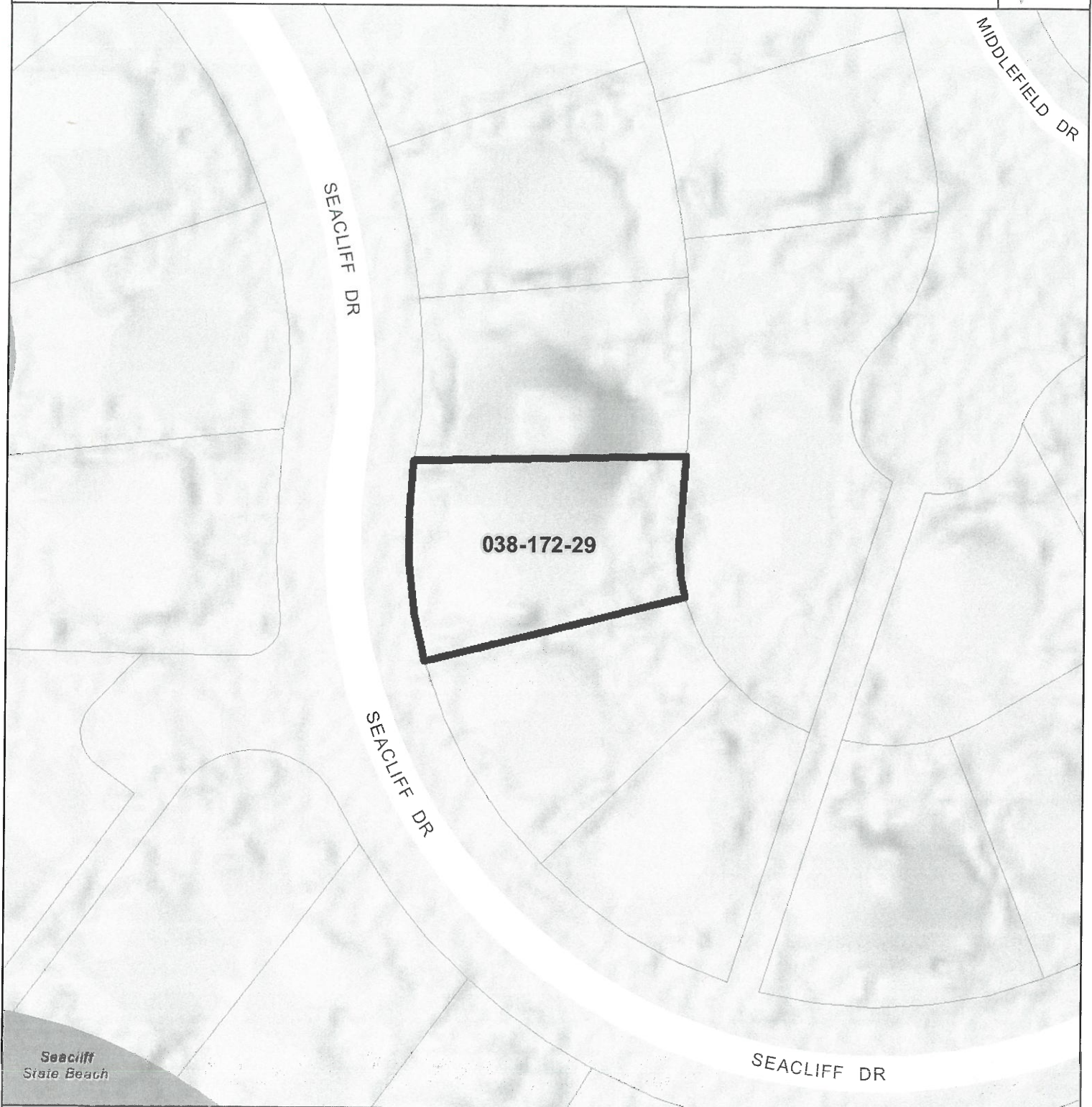
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Parcel Location Map



Mapped
Area

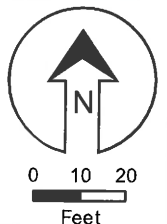


Parcel: 03817229

- Study Parcel
- Assessor Parcel Boundary
- Existing Park

Map printed: 27 Jan. 2022

EXHIBIT E





SANTA CRUZ COUNTY PLANNING DEPARTMENT

Parcel General Plan Map



Mapped
Area



- O-R *Parks, Recreation & Open Space*
- R-UM *Res. Urban Medium Density*

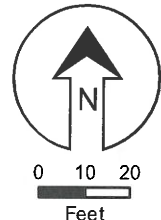




EXHIBIT E



Parcel Zoning Map



-  PR *Parks, Recreation, & Open Space*
-  R-1 *Single-Family Residential*



0 10 20
Feet

EXHIBIT E

Parcel Information

Services Information

Urban/Rural Services Line:	<u> X </u> Inside <u> </u> Outside
Water Supply:	Soquel Creek Water District
Sewage Disposal:	Santa Cruz County Sanitation District
Fire District:	Central Fire Department
Drainage District:	Zone 6

Parcel Information

Parcel Size:	4,181 square feet
Existing Land Use - Parcel:	Residential
Existing Land Use - Surrounding:	Residential
Project Access:	Seacliff Drive
Planning Area:	Aptos
Land Use Designation:	R-UM (Urban Medium Density Residential)
Zone District:	R-1-4 (Single family residential - 4,000 square feet)
Coastal Zone:	<u> X </u> Inside <u> </u> Outside
Appealable to Calif. Coastal Comm.	<u> </u> Yes <u> X </u> No

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



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): 111591
Assessor's Parcel Number (APN): 038-172-29
(APNS MAY BE OBTAINED FROM THE ASSESSOR'S OFFICE AT (831) 454-2002)
Street Address: ~~130 13th Avenue~~ 530 Scuditt

Applicant Information (Complete only if different from Owner Information)

NAME: Liz Pickart/Beachnest Vacation Rentals
MAILING ADDRESS: 180 7th Avenue, Suite 103
CITY/STATE Santa Cruz, CA ZIP 95062
PHONE NO. (831) 722-0888 CELL PHONE NO. (831) 722-0888
EMAIL: lizpickart@beachnest.com

Owner Information

NAME: Michael Sinclair
MAILING ADDRESS: 2880 Midpine Ct
CITY/STATE Los Gatos, CA ZIP 95033
PHONE NO. (408) 408 CELL PHONE NO. (408) 832-8233
EMAIL: emanon8446@gmail.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.

EXHIBIT G

1/14

24-HOUR CONTACT

NOTE: 24-Hour Contact must reside within a 30 mile radius of the vacation rental

NAME: Liz Pickart/Beachnest Vacation Rentals

MAILING ADDRESS: 180 7th Avenue, Suite 103

CITY/STATE Santa Cruz, CA

ZIP 95062

PHONE NO. (831) 722-0888

CELL PHONE NO. (831) 588-6779

EMAIL: lizpickart@beachnest.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

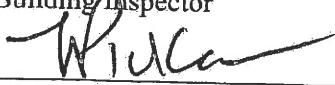
2/14

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	_____ 11-4-2021 Date
_____ Certified Home Inspector	_____ License # _____ Date
_____ County Building Inspector 	_____ Date 11/4/2021
_____ Property Manager/Agent	_____ Date

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

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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

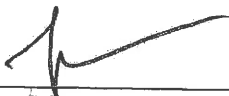
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the County of Santa Cruz is not responsible for inaccuracies in information presented, and that inaccuracies may result in the revocation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

11/04/2021

Date



COUNTY OF SANTA CRUZ

PLANNING DEPARTMENT

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

OWNER-AGENT APPROVAL FORM

For persons other than the owner who wish to obtain a building, development or other permit, owner approval is required. This is the County's authorization to issue a permit to the agent listed below:

Agent: Name: Liz Pickart/Beachnest Vacation Rentals

Address: 180 7th Avenue, Suite 103

City: Santa Cruz

State/Zip Code: CA 95062

Telephone: (722-6) 722-0888

Email: lizpickart@beachnest.com

Owner: Name: Mike Sinclair

Address: 2880 Midpine Ct.

City: Los Gatos

State/Zip Code: CA, 95033

Telephone: (408) 832-8233

Email: emanon8446@gmail.com

11-4-2021

Date:

Mike Sinclair
Signature of Owner

038-172-29

Assessor's Parcel Number(s)

530 Seacliff Ave

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. For development permits, 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 inspections and all other actions related to noncompliance with permit conditions. The agent will be required to provide the department with proof of service by mail, that the owner was mailed a copy of the executed acceptance of permit conditions. Finally, by signing this form, the owner is designating the agent as their Agent for Service of Process for all matters relating to this application.

**** Any refunds will be made to whomever made the payment**

5/14

SEACLIFF BEACH HOME RENTAL AGREEMENT & INFORMATION

This Vacation Rental Agreement ("Agreement") is made by and between _____

("Occupant") and JLP Enterprises, Inc. dba: Beachnest Vacation Rentals ("Beachnest"), the duly authorized agent of the owner of the below described premises ("Owner"). All policies are strictly enforced. It is the responsibility of all guests and members of their party to be familiar with all policies pertaining to the rental.

OCCUPANT AGREES AS FOLLOWS:

1. Premises:

Occupant rents, for vacation purposes only, the furnished real property and improvements described as: "SEACLIFF BEACH HOME" located at 530 SEACLIFF DRIVE situated in APTOS, County of SANTA CRUZ, California 95003 ("Premises").

2. Arrival and Departure:

Occupant will arrive _____ at 4:00 P.M. ("Arrival Date"), and will depart _____ at 10:00

A.M. ("Departure Date"). An early arrival may be arranged for \$75.00, pending other reservations and the housekeeping schedule. Please contact us within 24 hours of your arrival to make these arrangements. Unless you have specifically arranged for an early arrival time, please do not arrive at the property prior to 3pm.

Your prompt departure at 11am is appreciated so we can prepare the property for incoming guests. A later departure may be arranged for \$75.00, pending other reservations and the housekeeping schedule. If you have arranged for a late check out, you may be charged \$100/hr for each hour beyond 11am, at a minimum of one hour.

3. Authorized Uses and Guests: The Premises are for the sole use as a personal vacation residence by not more than _____ adults and _____ children over the age of 8 years old. The maximum permitted occupancy in this home is 8 people total, including children over 8 years old. Not more than 8 persons are permitted on the property at any given time. No exceptions. If a person is not listed below, they are not allowed on the premises. If anyone exceeds the occupancy and is not listed below, you agree to pay a \$1,000.00 per day over occupancy fee, termination of your rental, and eviction of your entire party.

("Authorized Guests").

Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____
Name: _____	Age: _____

Occupant's Home Address:

Occupant's Cell Number:

_____ okay to send text messages ?

Occupant's Email Address:

_____ okay to add you to our mailing list for promotions
and announcements ?

4. Payments:

_____ (please initial) I HAVE READ AND AGREE TO THE LEASE AND
ABOVE PROVISIONS AND AM AT LEAST 25 YEARS OF AGE AND WISH TO MAKE A
RESERVATION.

Occupant agrees to pay the agreed upon rent, TOT, fees and terms of this reservation. 50% of the total rental payment is due upon booking, with the balance due 30 days prior to arrival. For rentals booked within 30 days of arrival, the total rent is due upon booking. We can keep the balance payment on the same form of payment that was used to book the initial payment, you can call with a different form of payment, a check can be written or an e-check processed (preferred method of payment). Please note: if paying by e-check or regular check we will waive our 3% credit card processing fee. If no other communication has been received the final payment is automatically charged to the credit card on file 30 days prior to your scheduled arrival date.

5. General Information:

a. Address of Seacliff Beach Home
530 Seacliff Drive
Aptos, CA 95003

b. Property Manager's Contact Information:
Beachnest Property Management & Vacation Rentals
180 7th Avenue, Suite 103
Santa Cruz, CA 95062
(831) 722-0888 office
(831) 688-4976 fax
(831) 421-1929 after-hours emergency line

c. Capacity:

The Premises (or "Seacliff Beach Home") is a two-story, single family vacation rental home that sleeps 8 individuals, as follows:

- Bedroom #1 (upstairs): King sized bed with en suite bathroom with tub and shower
- Bedroom #2 (downstairs): Four twin beds in a bunkbed & trundle bed configuration
- Bedroom #3 (downstairs): Queen sized bed
- Bedroom #4 (upstairs): Queen sized bed

There shall be no more than 12 guests permitted on site at the Premises, at any one time. QUIET TIME is from 10:00pm to 8:00am and will be strictly enforced (County Code Section 8.30.010). The Seacliff Beach Home is intended for quiet family enjoyment and special events or parties may not be held without prior written approval from Owner, or Beachnest. Parties and group entertaining are not permitted and can be grounds for eviction. No commercial use of this property is permitted. The main guest that has booked this property must reside at this property during the entire rental period. We perform security checks of our homes if we receive complaints by the neighbors or if we observe by video footage that our policies are not being respected. Our policy states that if there is excessive noise or music, partying, general disturbance in the neighborhood or to neighbors, an illegal activity, or evidence of a violation of these policies - we will have our security company assist you in vacating the premises, without any refund and additional charges assessed.

please initial

Only the Occupant and Authorized Guests are permitted to occupy the Premises. Occupant hereby agrees that if unauthorized usage occurs, Occupant shall pay \$1000 per day in addition to the existing rent retroactive from the first day of tenancy forward throughout the term of tenancy. Because damages resulting from any breach of the occupancy limit would be impracticable and extremely difficult to fix in an actual amount, the liquidated amount of damage described above is presumed to be sustained from any such breach. That sum is agreed on as compensation for the injury suffered by Owner and Beachnest and not as a penalty.

d. Housekeeping:

PLEASE REMOVE SHOES BEFORE ENTERING THE HOUSE and rinse sand off before coming inside.

This property is thoroughly cleaned and inspected in between guest reservations. Excessively littered and/or dirty conditions at check out will result in extended housekeeping hours, and extra time will be charged to the credit card on file. Should it be necessary to clean the carpets, remove stains, touch up paint, repair finishes, or replace furnishings, textiles, or housewares - you will be charged for labor, materials, merchandise plus a 20% service and handling fee. Please follow the departure check list in the binder and help us provide seamless transition in between guest departure and arrival. Extra cleaning time required by our housekeepers and guests that chose not to follow the departure checklist will be charged an additional \$250 cleaning fee. Cooking Oil and Excess Grease: Please dispose of properly, and please clean up all spills and splatters from stove tops, walls, floors and ovens or you will be charged an extra \$100

cleaning fee. During COVID-19, our housekeepers are following CDC guidelines and CAL-OSHA Industry Guidance for Short Term Rentals.

f. No Smoking or Vaping:

Smoking and/or vaping is not allowed in, about, or anywhere on the Premises. If smoking or vaping does occur on the Premises, Occupant is responsible for all damage caused by smoking including, but not limited to, stains, burns, odors, and removal of debris. If cigarette butts are found outside or inside the house, you will be charged a \$1000 extra cleaning fee.

g. No Pets:

If an unauthorized pet is on the Premises the Occupant is responsible for all damage caused by the pet. The presence of undeclared or unauthorized pets in the home will result in a \$1000 undeclared pet fee, as well as possible eviction and forfeiture of pre-paid rents. Pets are strictly forbidden on any of the furniture in the home. Their claws can do extensive damage to furniture, floors and doors. Dogs are not allowed to be left inside the house unattended and not allowed to scratch at any doors. If excessive dog hair is left inside the home from pets, there is an additional \$100 pet hair cleaning fee.

h. Entrance:

Beachnest will provide Occupant access to the Premises.

j. Heating and Cooling:

The central heating for the house is controlled using the wall-thermostat in the living room, near garage door. Please turn all thermostats to "off" when not using the heaters in the Premises. Like most homes in this area, the Premises relies on sea breeze to cool the Premises. There is no air conditioning provided.

k. TV/Cable/DVD:

For cable tv, use the Comcast remote and press "all on." If there's no picture, make sure the cable box is on. The TV itself must be set to channel 3.

l. Trash, Compost and Recycling:

Please place all bins at the curb on Wednesday night for Thursday morning pickup. Garbage and recycling must be concealed in closed containers and not allowed to accumulate (County Code Section 7.20.005). Garbage and recycling that is not picked up by weekly pick-up service, due to containers not being brought to the curb, may be responsibility of the Occupant and deductions from the security deposit may be incurred. Occupant is responsible for hauling away any garbage or recycling that is not concealed in containers.

m. Shoes and Sand:

When returning from the beach, please wash sand from feet with the outdoor shower, located on the side of the house (near the hot tub). Occupant and Authorized Guests are asked to leave their shoes in the entry.

n. Supplies:

The Premises is set up as a furnished vacation rental property. That includes bedspreads, linens,

blankets, pillows, bath towels, beach towels, equipped kitchen, TV with cable, wifi, dvd player, and hair dryers. There are also outdoor furnishings and a gas barbeque on site. If there are items one is accustomed to using, such special cooking utensils/etc. please bring them along.

Beachnest cannot guarantee provision of soap, shampoo, or other personal items. A starter supply of toilet paper, tissue, and paper towels will be provided, but there is no guarantee that a large enough supply will last throughout a given stay. Additional supplies can be purchased at one of the many markets nearby.

o. Telephones:

There is no house phone on site for incoming and outgoing calls. Please rely on personal cellular phones to make and receive calls.

p. Prohibition of Illegal Activities:

If Occupant or Authorized Guests are found at any time breaking the law through illegal activities taking place at the Premises, they will be asked to vacate immediately and all monies paid will be forfeited. Fireworks are not permitted at any time of year in Santa Cruz County.

q. Alterations:

Occupant shall not make any alterations in or about the Premises including, but not limited to, moving furniture, painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials. DO NOT REARRANGE THE OWNER'S FURNITURE. If it is found at check out, that the furniture has been rearranged occupant agrees to pay a \$1000 fee for violating this policy.

6. Accidental Damage and Protection Policy:

Occupant agrees to pay Management Company an "Accidental Damage Protection Fee" which includes Safely Stay Insurance up to \$10,000 of coverage for contents damage and up to \$100,000 coverage for property damage and bodily injury. Occupant gives permission to SafelyStay, Inc., to verify identity, and check criminal databases in order to confirm this reservation. SafelyStay will send Occupant a form to be completed by email prior to Occupant's check in date. Complete terms regarding the Trust and Safety coverage can be found at www.safelystay.com/beachnest. The Trust and Safety Fee is refundable only if the reservation is canceled in writing at least twenty-four (24) hours prior to arrival date. Any deductible or minimum claim amount will be the responsibility of the Guest, and SafelyStay will process using the form of payment on file for Guest.

7. Refundable Security Deposit Terms:

We require a refundable security deposit with this reservation. The security deposit will be refunded within 21 days of the departure date, provided there is no breakage or damage to the premises and/or contents, there are no outstanding long distance phone or pay-per-view charges, no additional cleaning costs, and all other rules of this agreement are adhered to. No portion of the security deposit may be applied to additional rental time or fees or other charges accrued by the Occupant or invitees. The entire deposit will be refunded if

1. no damage was done to the property other than reasonable wear and tear
2. all keys, remotes, parking passes are accounted for

3. no items were missing
4. all doors and windows were closed and secured upon departure
5. all check out procedures were followed
6. all Rental Agreement policies were followed
7. no miscellaneous charges were incurred, i.e, unpaid rental fees, guests or pets, additional cleaning fees or other charges

As a condition of the rental, Beachnest Property Management & Vacation Rentals reserves the right to charge the guest's credit card for any and all uncovered Guest/Invitee caused losses and damages sustained to the vacation rental property throughout the duration of their period of occupancy. In the event of any uncovered Guest/Invitee caused loss or damages to the vacation rental, including, but not limited to, undue cleaning, eviction, service calls, service charges, fines/assessments, repairs or replacements, plus all applicable taxes, Beachnest is hereby granted the right to charge the guest's credit card. An itemized statement outlining all associated costs will be sent via regular or electronic mail to the address submitted by the Guest when the reservation was booked. By written or electronic endorsement of this Agreement, the Guest hereby agrees to pay for all such changes, as defined above and on the proceeding pages

_____ *please initial*

8. Condition of Premises:

Occupant shall, on arrival, examine the Premises, all furniture, furnishing, appliances, fixtures and landscaping, if any, and shall immediately report to Beachnest, in writing, if any are not in operating condition or are in disrepair. Reporting repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.

9. Cancellation & Rescheduling Policy:

Cancellations and reschedules may be made up to 30 days before the first day of Occupant's reservation. Occupant can credit full down payment toward another reservation, or we will refund all monies paid less the \$50.00 booking fee and a \$75.00 Cancellation Fee. Should Occupant wish to cancel a reservation under this Agreement, notice of cancellation must be in writing (email or fax is acceptable) and received within thirty (30) days prior to the Arrival Date - Beachnest Vacation Rentals will refund all monies paid less the \$50.00 booking fee and a \$75.00 Cancellation Fee.

If cancellation occurs within 30 days of the check in date, and if the cancellation is not covered by Travel Insurance, Guest will be held responsible for the entire balance of the rental for the time reserved. Beachnest Property Management & Vacation Rentals is not responsible or liable for monies lost due to cancellation.

We encourage all guests to purchase travel insurance in the event of an unforeseen cancellation.

Please visit: www.insuremytrip.com or phone 1-800-487-4722 for details.

Beachnest or Owner reserves the right to cancel reservations at any time. If a cancellation by Owner or Beachnest occurs, Occupant will be notified immediately and all payments will be refunded in full. Beachnest will also make all reasonable attempts to find Occupant alternate accommodations. Beachnest nor Owner will not be liable for any of Occupant's damages, other than return of all payments made by Occupant, arising from such cancellation.

10. Entry by Owner or Agents:

Owners and/or their agents, may enter the Premises for a variety of reasons, including but not limited to maintenance, checking of supplies, retrieval of personal belongings, cleaning, landscaping, furnishing, to verify that Occupant has complied with the terms of this Agreement, or other reasons. Other than entry for emergencies, Occupant will be provided with 24-hour written notice as well as contact by cell phone and/or email.

11. Vacate & Forfeiting Rules:

Occupant will be in breach of contract and consequently required to vacate the Premises immediately, forfeiting all rental payments if any of the following occur: (a) occupancy exceeds the sleeping capacity stated on this Agreement or any addendums thereto; (b) using the Premises for any illegal activity including, but not limited to, the possession, serving or consumption of alcoholic beverages by or to persons less than 21 years of age; (c) causing damage to the Premise or to any neighboring properties; (d) having pets on or in the Premises without previous written consent and knowledge of the Owner or Beachnest; (e) any other acts which interfere with neighbors' right to quiet enjoyment of their property including any loud noises from 10 pm to 8 am. Any breach of the foregoing conditions shall be considered a material breach of this Agreement.

12. No Assignment or Subletting:

Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If Occupant assigns this Agreement or sublets any part of the Premises, Occupant shall be deemed in breach of this Agreement and Occupant, Authorized Guests, assignee(s), sublessee(s) and all others in possession may be required to immediately leave the Premises, or be removed from it.

13. Liability of Person and Property:

a. Indemnification. Occupant agrees to indemnify defend and hold harmless Owner and Beachnest from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage, or injury arising out of or relating to the Premises or the occupancy under this Agreement.

b. Personal Property. Occupant's or Authorized Guests' personal property, including vehicles, are not insured by Owner or, if applicable, any HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Owner does not insure against personal injury to Occupant, guests or licensees due to any reason other than the condition of the Premises.

c. Inconvenience. Owners or Beachnest are not liable for any inconvenience arising from any temporary defects or stoppage in supply of water, gas or electricity, or cable TV or internet. Nor are they liable for any loss or damage caused by use of Premise's equipment or appliances, street construction, neighborhood conditions, adverse weather conditions, natural disasters, or acts of God.

14. Joint and Individual Obligations:

If there is more than one Occupant, each once shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every

other Occupant. Occupant also agrees that they are responsible and liable for the acts of Authorized Guests or any other parties on the Premises.

15. Entire Contract:

Time is of the essence. All prior agreements between Owner and Occupant are incorporated in this Agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement. The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. This Agreement shall be governed and construed in accordance with the laws of the State of California. California shall have personal jurisdiction over the parties and the county in which the Premises is located shall be the forum for any legal action brought in relation to this Agreement.

16. Charge backs and Attorney's Fees:

In any action concerning the rights, duties or liabilities of the parties to this Agreement, their principals, agents successors or assignees the prevailing party shall be entitled to recover reasonable attorney fees and costs. If Occupant initiates an unwarranted or fraudulent charge back proceeding in which the credit card company rules in favor of Beachnest, the occupant will imposed an additional \$1000.00 charge back fee.

please initial

17. Closing Instructions:

PLEASE FOLLOW THE DEPARTURE CHECKLIST LOCATED IN THE PROPERTY BINDER. The Premises will be inspected and cleaned before the Arrival Date and after the Departure Date. Occupant is to leave the Premises in the same general condition that it was received on the Arrival Date, as follows.

Beachnest understand that some guests would prefer to have some assistance in the closing and pick-up of the Premises. If any help is needed, please call Beachnest, and Beachnest will be happy to help. Additional fees may apply.

I have read and agree to all the foregoing rules, terms and conditions:

OCCUPANT: _____

DATE: _____

JLP Enterprises, Inc.

dba: BEACHNEST VACATION RENTALS

LIZ PICKART (electronic signature authorized)

POST THIS CERTIFICATE IN A CONSPICUOUS PLACE ON THE PREMISES

COUNTY OF SANTA CRUZ
TRANSIENT OCCUPANCY REGISTRATION CERTIFICATE

ISSUED PURSUANT TO CHAPTER 4.24 OF ORDINANCE

Certificate # CO00664

Date of Issue: March 3, 2017

This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Uniform Transient Occupancy Tax Ordinance by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or conduct any lawful business in an unlawful manner, nor to operate a transient occupancy facility without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this County. This certificate does not constitute a permit. This certificate becomes void upon any change of ownership or location whatsoever. Notify the Tax Collector immediately upon any change.

Name of Facility: Seaciff Home

Location of Facility: 530 Seaciff Drive

Operator: Beachnest

Mailing Address: 180 7th Ave, Ste 203, Santa Cruz, CA 95062

AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

Grant Winter, Deputy

Grant Winter