



Staff Report to the Zoning Administrator

Application Number: **241359**

Applicant: Susan Dee Cummins

Owner: Ranjeet Mankikar

APN: 042-053-26

Site Address: 119 Seacliff Drive, Aptos 95003

Agenda Date: March 07, 2025

Agenda Item #: 3

Time: After 9:00 a.m.

Project Description:

Proposal to establish a new five-bedroom vacation rental for the purpose of overnight lodging for a period of not more than 30 days at a time. Requires a Vacation Rental Permit.

Location: Property is located on the eastern side of Seacliff Drive (119 Seacliff Drive), approximately 350 feet south of the intersection of Seacliff Drive and Center Avenue in Aptos.

Permits Required: Vacation Rental Permit

Supervisory District: 2nd District (District Supervisor: Kimberly De Serpa)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 241359, based on the attached findings and conditions.

Analysis

The subject property is developed with an existing five-bedroom single-family residence, located in the Seacliff/Aptos/La Selva Beach Designated Area. The dwelling was originally constructed in 1975 as a single-story home with three bedrooms, two bathrooms, and an attached garage. The dwelling was subsequently remodeled to add a second story, which included the removal of a bedroom on the first floor, and the addition of three bedrooms and two bathrooms to the newly constructed second floor. The resulting structure is a two-story single-family dwelling that contains five bedrooms and four bathrooms.

Vacation rentals within residential structures are permitted within the R-1-4 zone district, and the operation of the vacation rental is required to comply with all requirements of the vacation rental ordinance. Vacation rental permits are subject to renewal pursuant to County Code Section 13.10.694(D)(3), as conditioned.

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 one on-site space is required for vacation rentals containing one or two bedrooms and a minimum of two on-site spaces is required for rentals containing three or more bedrooms. Guests are also allowed to park one additional off-site vehicle in the vicinity of the vacation rental but shall not have any exclusive or assigned use of any available street parking. The subject dwelling is comprised of five bedrooms; therefore, two on-site parking spaces are required. Four 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 effective date of the Vacation Rental/Renewal Permit; therefore, the date of expiration of this permit is March 21, 2030.

Stephanie Baker has been designated as the 24-hour contact for the vacation rental. The 24-hour contact is located in Scotts Valley, within the required 30-mile response radius from the proposed vacation rental property.

The property is located with the Seacliff/Aptos/La Selva Beach Designated Area, wherein 20% of parcels in a Designated Area Block (DAB) may be occupied by parcels with vacation or hosted rental permits. The subject parcel is located within DAB #S-068, a block comprised of 16 parcels. Currently, no parcels within this block possess vacation or hosted rental permits. As such, there is capacity in the DAB to accommodate issuance of this permit. If this application is approved, 6% of the parcels in DAB #S-068 will have been issued either a vacation or hosted rental permit.

Public Comment

Staff received one public comment regarding the proposed vacation rental; the comment was in opposition to the loss of housing stock in the County. Santa Cruz County Code 13.10.694(B) states that vacation rentals are allowed in all zone districts that allow residential use with no requirement for any other use. Habitable accessory structures, nonhabitable accessory structures, accessory dwelling units (ADUs), and legally restricted affordable housing units are not allowed to be used as vacation rentals. The subject property is a single-family dwelling with no accessory structures or additional units on site; therefore, is allowed to obtain a vacation rental permit for the purposes of overnight lodging for periods not more than 30 days at a time.

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 **241359**, 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 Division, 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: Michael Lam
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E-mail: Michael.Lam@santacruzcountyca.gov

Exhibits

- A. Categorical Exemption (CEQA determination)
- B. Findings
- C. Conditions
- D. 24-hour Contact, TOT Registration, Lease Agreement, Project plans
- E. Assessor's, Location, Zoning and General Plan Maps
- F. Parcel information
- G. Comments & Correspondence

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF EXEMPTION

The Santa Cruz County Planning Division 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: 241359

Assessor Parcel Number: 042-053-26

Project Location: 119 Seacliff Drive, Aptos 95003

Project Description: Proposal to establish a new, five-bedroom Vacation Rental for the purposes of overnight lodging for a period of not more than 30-days at a time.

Person or Agency Proposing Project: Susan Dee Cummins

Contact Phone Number: (408) 667-2463

- 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**

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 synonymous 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.

Michael Lam, Project Planner

Date:_____

Discretionary Permit Findings

- (a) **Health and Safety.** The proposed location of the project and the conditions under which it would be developed, 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 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 residential 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 effects of the vacation rental.

- (b) **Zoning Conformance.** The proposed location of the project and the conditions under which it would be developed, operated, or maintained will be in substantial conformance with the intent and requirements of 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, including the vacation rental ordinance, and the purpose of the R-1-4 (Single-Family Residential, 4,000 square-foot minimum) zone district as the primary use of the property will be a residential vacation rental dwelling that meets all requirements of the vacation rental ordinance.

- (c) **General Plan Conformance.** The proposed project is in substantial conformance with the intent, goals, objectives, and policies of all elements of the County General Plan and any specific plan which has been adopted for the area.

This finding can be made, in that the proposed residential vacation rental 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 as it is a residential use in an existing residential structure and the vacation rental ordinance 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.

- (d) **CEQA Conformance.** The proposed project complies with the requirements of the California Environmental Quality Act (CEQA) and any significant adverse impacts on the natural environment will be mitigated pursuant to CEQA.

This finding can be made, in that the project has been determined to be exempt from further review under the California Environmental Quality Act, as indicated in the Notice of Exemption for this project.

- (e) **Utilities and Traffic Impacts.** The proposed use will not overload utilities, result in inefficient or wasteful use of energy, or generate more than the acceptable level of traffic

on the streets in the vicinity.

This finding can be made, in that the proposed residential 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 non-vacation rental residential use and vacation rental use. The project will not overload utilities or otherwise result in inefficient or wasteful use of energy.

- (f) **Neighborhood Compatibility.** The proposed use will be compatible with the existing and proposed land uses, land use intensities, and dwelling unit densities of the neighborhood, as designated by the General Plan and Local Coastal Program and implementing ordinances.

This finding can be made, in that the short-term 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. Both non-vacation residential uses and vacation rental uses can include celebrations that result in temporary increase in vehicles and building occupancy.

- (g) **Local Coastal Program Consistency.** For proposed projects located within the coastal zone, the proposed project is consistent with the provisions of the certified Local Coastal Program.

This finding can be made, in that the short-term vacation rental of an existing residential dwelling is consistent with the provisions of the certified Local Coastal Program.

Site Development Permit Findings

- (a) **Siting and Neighborhood Context.** The proposed development is designed and located on the site so that it will complement and harmonize with the physical design aspects of existing and proposed development in the neighborhood, as designated by the General Plan and Local Coastal Program and implementing ordinances.

This finding can be made, in that the proposed short-term vacation rental is in substantial conformance with the requirements of the County Design Review Ordinance because no exterior changes to the existing residence are proposed as part of this application.

- (b) **Design.** The proposed development is in substantial conformance with applicable principles in the adopted Countywide Design Guidelines, except as prohibited by site constraints, and any other applicable requirements of SCCC 13.11 (Site Development and Design Review). If located in the Coastal Zone, the site plan and building design are also in substantial conformance with the policies of the Local Coastal Program and coastal regulations of SCCC 13.20.

This finding can be made, in that the proposed short-term vacation rental is in substantial conformance with the requirements of the County Design Review Ordinance because no exterior changes to the existing residence are proposed as part of this application.

Conditions of Approval

Exhibit D: Project plans, prepared by Susan Dee Cummins, dated 06/26/2024.

- I. This permit authorizes the operation of a vacation rental for the purpose of overnight lodging for a period of not more than 30 days at a time, 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 Santa Cruz County Planning 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 on file with the Department of Community Development and Infrastructure.
 - B. 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.
 - C. The maximum, overnight occupancy of the vacation rental shall not exceed 12 people (two per bedroom, plus two additional people, children under eight not counted).
 - D. The maximum number of vehicles associated with the overnight occupants shall not exceed five (number of on-site parking spaces, plus one additional non-exclusive on-street parking spaces).
 - E. The maximum occupancy allowed for celebrations and gatherings between 8:00 a.m. and 10:00 p.m. shall not exceed 24 people (twice the number of overnight occupants, children under 8 not counted).
 - F. 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.
 - G. 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: 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' restrictions on noise (contained in the

County Noise Ordinance), illegal behavior, and disturbances, including an explicit statement that fireworks are illegal in Santa Cruz County; and directions for trash management.

- H. Fireworks are illegal in Santa Cruz County and prohibited at the vacation rental.
- I. 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. For all rentals, the sign shall also display the beginning and end dates of the five-year vacation rental permit. Sign information shall be updated upon any renewal of this permit. The sign shall be continuously maintained while the dwelling is rented.
- J. The name, address, and telephone number(s) of the local property manager (24-Hour contact person) shall be posted inside the vacation rental in a location readily visible to all guests.
- K. Any change in the local property manager's name, address, or telephone number shall be promptly furnished to the Planning Department, the local Sheriff Substation, the Auditor-Controller-Treasurer Tax Collector, the main County Sheriff's Office, and the local fire agency, and to the property owners of all properties located within a 300-foot radius of the boundaries of the parcel on which the vacation rental is located. Proof of mailing or delivery of the updated contact information to all of the above shall be submitted to the Planning Department within 30 days of change in the local property manager's contact information.

In addition, the applicant shall complete the online contact (see link below) information survey to ensure that the Community Development and Infrastructure Department is apprised of current contact information and for emergency notifications by the County Office of Response, Recovery and Resilience. Survey can be accessed via this link: <https://forms.office.com/g/5kjvAnC8n6>.

- L. The local property manager (24-hour contact person) shall be located within 30 miles of the vacation rental. The local property manager shall be available 24 hours a day to respond to tenant and neighborhood questions or concerns. Failure to respond within 60 minutes of being contacted, as verified by County Code Enforcement staff or the County Sheriff, shall constitute a significant violation and may lead to revocation of the permit in accordance with SCCC 18.10.136.
- M. 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. Advertising a vacation rental for a property without a vacation rental permit is a violation of this chapter and violators are subject to the penalties set forth in SCCC 19.01.
- N. 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.

- O. 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.
- P. 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 public hearing by the Zoning Administrator (or by the Planning Commission upon referral).
- Q. If more than two significant violations occur on a vacation rental property within a 12-month period, a permit shall be noticed for a public hearing to consider permit revocation, pursuant to SCCC 18.10.136. "Significant violations" are: citations for violation of SCCC 8.30 (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.
- R. The Vacation Rental shall provide overnight lodging for a period of not more than 30 days at a time.
- 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

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.

- A. 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.
- B. 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.
- C. 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.
- D. 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: _____

Deputy Zoning Administrator

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.



County of Santa Cruz
Community Development & Infrastructure
701 Ocean Street 4th Floor, Santa Cruz, CA 95060
www.cdi.santacruzcountyca.gov

**Vacation Rental Permit
& Renewal Application Form** Form
PLG-150
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24-Hour Contact

NOTE: The 24-hour contact must reside within a 30-mile radius of the vacation rental.

Name: Stephanie Baker
Physical Address: 269 Mt Hermon Rd, Suite 104
City: Scott Valley State: CA Zip Code: 95066
Phone No.: 831-325-4950 Email: stephanie@solpropertymanagement.com

Elected / Public Official or County Employee Information 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.

DocuSigned by:
Stephanie Baker
EFO142E5A188418
Contact person signature, if applicable

7/20/2024
Date



County of Santa Cruz
Community Development & Infrastructure
701 Ocean Street 4th Floor, Santa Cruz, CA 95060
www.cdi.santacruzcountyca.gov

Vacation Rental Permit
& Renewal Application Form

Form
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Rental Safety Certification

The following items require verification to assure the rental 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 current building code requirements.
 - 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 current building code requirements.
 - 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 current electrical code requirements.
- ☒ 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 current building code requirements.
- ☒ All stairs shall have at least one continuous **handrail** running the full length of the stairs per current building code requirements.
- ☒ 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 current building code requirements. 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 requirements
- ☒ 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.**

Ranjeet Mankikar

Owner of Rental Unit

7/20/2024

Date

Certified Home Inspector

License #

Date

County Building Inspector
Stephanie Baker

Date

Property Manager/ Agent

7/20/2024

Date



SHORT-TERM RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(For occupancies of more than 30 days but not exceeding 90 days, use with a Seasonal Addendum)
(C.A.R. Form STRA, Revised 6/24)

Date Prepared: _____

1. **OCCUPANT:** DRAFT ("Occupant") agrees as follows:

2. **PROPERTY:** Occupant rents, for short-term purposes only, the furnished real property and improvements described as: 119 Seaclyff Dr, situated in Aptos, County of Santa Cruz, California ("Premises").
The Premises has _____ bedroom(s) and _____ bath(s).

3. **ARRIVAL AND DEPARTURE:**

A. Arrival: _____ (Date) at _____ (Time)

B. Departure: _____ (Date) at _____ (Time).

OR C. ☐ **SEASONAL RENTAL:** Term of the Agreement will be for more than 30 days. Seasonal Addendum to Short-Term Rental Agreement (C.A.R. Form STRA-SA) attached.

4. **AUTHORIZED USE AND GUESTS:**

A. The Premises are for the sole use as a short-term residence by Occupant named in **paragraph 1**, AND, in addition, not more than 12 adults and _____ children.

B. If additional adults and children are indicated, the names of those persons are _____ ("Authorized Guests").

C. No other guests, visitors or persons are permitted. If the Premises are used, in any way, by more or different persons than those identified in this paragraph, (i) Occupant, Authorized Guests and all other may be required to immediately leave the Premises or be removed from the Premises; (ii) Occupant is in breach of this Agreement; (iii) Occupant forfeits its right to return of any damage deposit; and (iv) Occupant is liable for any damage caused by those persons.

5. **PAYMENTS:** Occupant agrees to the following payments:

A. The Premises will not be held for Occupant until this Agreement is signed by Occupant, and, if checked, ☐ Booking Deposit, ☐ Other _____ has been received by Owner or Owner's Representative.

B. **Category** **Amount Due** **Payment Due Date** **Payable To**

Booking Deposit:	\$		
Rent from _____ to _____ (date)	\$		
Damage Deposit:	\$		
Cleaning Fee:	\$		
Other:	\$		
Other:	\$		
Transient Occupancy Tax/Local Tax assessed on rent, and if applicable, at _____ % (tax rate):	\$		
Total:	\$		

6. **BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments pursuant to the Cancellation Policy, or impose a late charge of \$ _____.

7. **DAMAGE DEPOSIT:**

A. The damage deposit will be ☐ transferred to and held by Owner; ☐ held in Owner's Representative's trust account; or ☐ Other _____.

B. All or any portion of the damage deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within 21 days after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any damage deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, and _____ bills; and (2) return any remaining portion of the damage deposit to Occupant.

C. No interest will be paid on the damage deposit unless required by local ordinance.

D. If the damage deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the damage deposit is held by Owner's Representative and the damage deposit is released to Owner or Owner's other representative, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the damage deposit has been released.

8. **CANCELLATION POLICY; REFUND:** If Occupant cancels or otherwise terminates this Agreement:

A. In the first 24 hours after acceptance of this Agreement, all payments will be refunded to Occupant unless occupancy is scheduled within 72 hours of acceptance.

B. By _____ days before Arrival date, all payments except _____ will be refunded to Occupant.

C. By _____ days before Arrival date, _____ will be returned to Occupant.

D. If Occupant cancels or otherwise terminates this Agreement after _____, Occupant shall be responsible for entire rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.



- 9. UNAUTHORIZED HOLDING OVER:** Occupant agrees there shall be no holding over or late departure without prior approval. Any unauthorized holding over by Occupant shall be subject to a charge of 1.5 times the daily prorated rent (or ☐ if checked _____) ("Holdover Rate"), plus any additional damages incurred including, but not limited to, the cost of alternative housing for guests displaced by Occupant's holding over. Late check-outs on the Departure date will be charged 50% of the Holdover Rate (or ☐ if checked _____).
- 10. CLEANING:** Premises will be cleaned to a professionally cleaned condition. Upon termination of occupancy, Occupant will deliver the Premises in the same condition as received less ordinary wear and tear. The Cleaning Fee represents a set number of hours to clean Premises. The more damage and cleaning required to be done, the higher the cost of such work will be. If Occupant does not return the Premises in the same condition as received, a(n) (additional) charge will be deducted from the damage deposit, and an invoice will be sent to Occupant for any amount above the damage deposit. ☒ Premises shall be left pursuant to the attached instructions.
- 11. ANIMALS:** Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Owner's prior written consent, ☐ except as agreed to in the attached Animal Terms and Conditions Addendum (C.A.R. Form ATCA).
- 12. NO SMOKING:**
- A.** NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Occupant is in material breach of this Agreement; and (ii) Occupant, guests, and all others may be required to leave the Premises.
 - B.** (i) Occupant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Occupant acknowledges that in order to remove odor caused by smoking, Owner may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any damage deposit.
 - C.** The Premises or common areas may be subject to a local non-smoking ordinance.
- 13. NSF CHECKS:** If a check is returned NSF, Occupant shall pay \$25.00 as an NSF fee. Occupant agrees that this charge represents a fair and reasonable estimate of the costs Owner may incur by reason of Occupant's NSF payment. An NSF check will result in cancellation of this Agreement if the required payment is not made by the applicable Payment Due Date.
- 14. CONDITION OF PREMISES:** Occupant shall, on arrival, examine the Premises, all furniture, furnishings, appliances, fixtures and landscaping, if any, and shall immediately report, in writing, if any are not in operating condition or are in disrepair. Reporting needed repairs does not give Occupant the right to cancel this Agreement or receive a refund of any payments made.
- 15. UTILITIES:** Owner is to pay for all utilities except as follows:
☐ Occupant agrees to pay for all telephone charges.
☐ Occupant agrees to pay for _____.
- 16. RULES; REGULATIONS; NO COMMERCIAL USE:** Occupant agrees to comply with any and all rules and regulations that are at any time posted on the Premises or delivered to Occupant. Occupant shall not, and shall ensure that guests and licensees of Occupant shall not: (i) disturb, annoy, endanger, or interfere with other occupants of the building in which Premises is located or its neighbors; (ii) use the Premises for any commercial or unlawful purpose including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband; (iii) violate any law or ordinance; or (iv) commit waste or nuisance on or about the Premises.
- 17. ☐ CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** (If checked) The Premises is a unit in a condominium, planned unit development or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Occupant agrees to comply with all covenants, conditions and restrictions, bylaws, rules, regulations and decisions of the HOA. Owner shall provide Occupant copies of rules and regulations of the HOA, if any. Occupant shall reimburse Owner for any fines or charges imposed by the HOA or other authorities, due to any violation by Occupant or the guests or licensees of Occupant.
- 18. MAINTENANCE:** Occupant shall properly use, operate and safeguard the Premises including, if applicable, any landscaping, furniture, furnishings, appliances and all mechanical, electrical, gas and plumbing fixtures, and keep them clean and sanitary. Occupant shall immediately notify Owner or Owner's Representative of any problem, malfunction or damage. Occupant shall pay for all repairs or replacements caused by Occupant, guests and licensees of Occupant, excluding ordinary wear and tear. Occupant shall pay for all damage to the Premises caused by a failure to report a problem, malfunction or damage in a timely manner. Occupant shall pay for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- 19. 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.
- 20. ENTRY:**
- A.** Owner and Owner's representatives and agents have the right to enter the Premises, at any time, (i) for the purpose of making necessary or agreed repairs, decorations, alterations, improvements, for maintenance or to supply necessary or agreed services; (ii) to verify that Occupant has complied with the terms of this Agreement; or (iii) in case of emergency.
 - B.** Owner and Owner's representatives and agents have the right to enter the Premises, upon reasonable notice, to show the Premises to prospective or actual purchasers, occupants, mortgagees, lenders, appraisers or contractors.
- 21. NO ASSIGNMENT OR SUBLETTING:** Occupant shall not assign any interest in this Agreement or sublet any part of the Premises. If this Agreement is assigned or the Premises or any part thereof is sublet, (i) Occupant, Authorized Guests, assignee(s), sublessee(s) and all others may be required to immediately leave the Premises, or be removed from it; (ii) Occupant is in breach of this Agreement; and (iii) Occupant forfeits its right to return of any damage deposit.
- 22. UNAVAILABILITY:** If for any reason beyond the control of Owner or Owner's Representative, the Premises is unavailable, Owner or Owner's Representative may substitute a comparable unit or cancel this Agreement and refund in full to Occupant all payments made.
- 23. OCCUPANT'S OBLIGATIONS UPON TERMINATION OF OCCUPANCY:** Upon termination of occupancy, Occupant shall: (i) give Owner all copies of all keys or opening devices to the Premises, including any common areas; (ii) vacate the Premises and surrender it to Owner empty of all persons; (iii) vacate any/all parking and/or storage space; and (iv) deliver the Premises to Owner in the same condition less ordinary wear and tear as received upon arrival.
- 24. PERSONAL PROPERTY AND INJURY:**
- A. Owner Insurance:** Occupant's or guests' personal property, including vehicles, are not insured by Owner or, if applicable, 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.



B. Occupant Insurance: Owner recommends that Occupant carry or obtain insurance to protect Occupant, guests and licensees and their personal property from any loss or damage.

C. Indemnity and Hold Harmless: Occupant agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Occupant, Occupant's guests or licensees or their personal property.

25. MEDIATION: Occupant agrees to mediate any dispute or claim arising out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved.

26. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Occupant, each one shall be individually and completely responsible for the performance of all obligations under this Agreement, jointly and individually with every other Occupant.

27. TRANSIENT OCCUPANCY: Occupant is renting the Premises as a transient lodger for the number of days specified in paragraph 3 from Owner who retains full legal, possessory and access rights.

28. KEYS; LOCKS: Upon arrival, (or ☐ _____) Occupant will receive:

☐ Entry code to following lock(s)/door(s): _____ ,
☐ _____ key(s) to Premises, _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox, _____
☐ _____ key(s) to common area(s), _____

Occupant acknowledges that locks to the Premises ☐ have ☐ have not been rekeyed/recoded. If Occupant rekeys existing locks or opening devices, Occupant shall immediately deliver copies of all keys to Owner or Owner's Representative. Occupant shall pay all costs and charges related to loss of any keys or opening devices. Occupant may not remove locks, even if installed by Occupant.

29. OTHER TERMS AND CONDITIONS, including ATTACHED SUPPLEMENTS:

☐ Check-in procedure

☒ Contract addendum: Attached Vacation Rental Rules for 119 Seacliff Dr

30. 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.

Occupant agrees to rent Premises on the above terms and conditions.

Occupant _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____

Occupant _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____

For information regarding the Premises or this Agreement, contact ☐ Owner or ☐ Owner's Representative

Name _____

Address _____ City _____ State _____ Zip _____

Telephone _____ E-mail _____



Vacation Rental Home Rules For 119 Seacliff Dr, Aptos, CA

To ensure a pleasant experience for all guests, please observe the following rules:

Check-In and Check-Out

- Check-In Time: After 3:00 PM
- Check-Out Time: Before 11:00 AM
- Early Check-In/Late Check-Out: Must be pre-approved and may incur an additional fee.

Occupancy

- Standard Occupancy: The maximum number of guests that are allowed is 12, (2 per bedroom + 2 additional; children under 8 not counted).
- Celebrations and Gatherings: Must be approved prior to booking. The maximum number of people that are allowed for gatherings is 24, gatherings can only be held between the hours of 8:00 AM and 10:00 PM.

Quiet Hours

- Quiet hours are from 10:00 PM to 8:00 AM. Please respect our neighbors by keeping noise to a minimum.

Parking

- The maximum number of vehicles allowed is two standard sized vehicles in the driveway and one non-exclusive on street (if available).

Housekeeping

- Please maintain the cleanliness of the property. Dispose of trash in the designated bins. Follow local recycling and trash disposal guidelines. Trash day is Wednesday.
- Wash and put away all dishes used during your stay.
- Leave used towels and linens in the laundry basket provided.

Safety and Security

- Illegal behavior is strictly prohibited, this includes the use of ANY fireworks.
- Ensure all doors and windows are locked when you leave the property.
- Do not leave the stove, oven, or any other fire hazards unattended.
- Children must be supervised at all times.

Property and Amenities

- Do not move or rearrange the furniture.
- Use appliances and fixtures respectfully and report any issues or damages immediately.
- Keep patios, balconies, and yards tidy. Be mindful of noise.

Pets

- Pet Policy: Pets are only allowed with prior approval. Additional fees and rules apply.
- If pets are approved clean up after your pets and ensure they do not disturb neighbors.

Smoking and Vaping

- No smoking or vaping anywhere on the property.

Internet and Electronics

- Wi-Fi: Password will be provided at check-in. Do not share it with outsiders.
- Electronics: Handle all electronics with care and report any malfunctions.

Liability

- Personal Belongings: We are not responsible for lost or stolen items. Please secure your valuables.
- Damage: Guests are responsible for any damages caused during their stay. Report any accidents or damage immediately.

Emergencies

- Emergency Contacts: Sol Property Management (831) 713-5226
- Emergency Procedures: In case of an emergency, dial 911.

General Conduct

- Behavior: Respect the property, neighbors, and local community.
- Local Laws: Abide by all local laws and regulations.
- By following these rules, you help ensure that the home remains a pleasant and enjoyable place for everyone. Thank you for your cooperation, and we hope you have a wonderful stay!
- Contact Information: For any questions or concerns, please contact us at 831-713-5226 or hello@solpropertymanagement.com.



COUNTY OF SANTA CRUZ

EDITH DRISCOLL, AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR
701 OCEAN STREET, SUITE 130, SANTA CRUZ, CA 95060-1073
POST OFFICE BOX 5639, SANTA CRUZ, CA 95063 • (831) 454-2510 • FAX (831) 454-2257

TRANSIENT OCCUPANCY TAX - REGISTRATION APPLICATION

CNTY OF SANTA CRUZ TTC
MAY 8 '24 AM 8:27

FOR COUNTY USE ONLY

Certificate Number

Date Issued

APN Number

PLEASE PRINT OR TYPE

Name of Facility or Unit

Address of Facility or Unit 119 SEACLIFE DR, APTOS, CA 95003

Property Manager (If Applicable) N/A

Mailing Address 2775 GLORIETTA CIR, SANTA CLARA, CA 95051

Email Address LEENAJ@gmail.com Phone# 408-409-3368

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): LEENA JANARDANAN, RANJEET MANKIKAR

Operator's Name	Address	Phone Number
LEENA JANARDANAN	2775 GLORIETTA CIR, SANTA CLARA	408-409-3368
RANJEET MANKIKAR	CA, 95051	408-661-2463

Local Emergency Contact

Name	Email Address	Phone Number
STEPHANIE BAKER	STEPHANIE@SOLPROPERTYMANAGEMENT.COM	831-325-4950

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

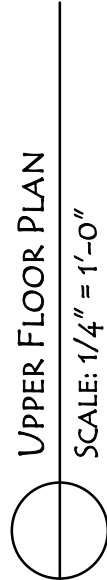
Signed

Date 05/06/2024

*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 you will not be required to report monthly.

rev Aug2022

EXHIBIT D



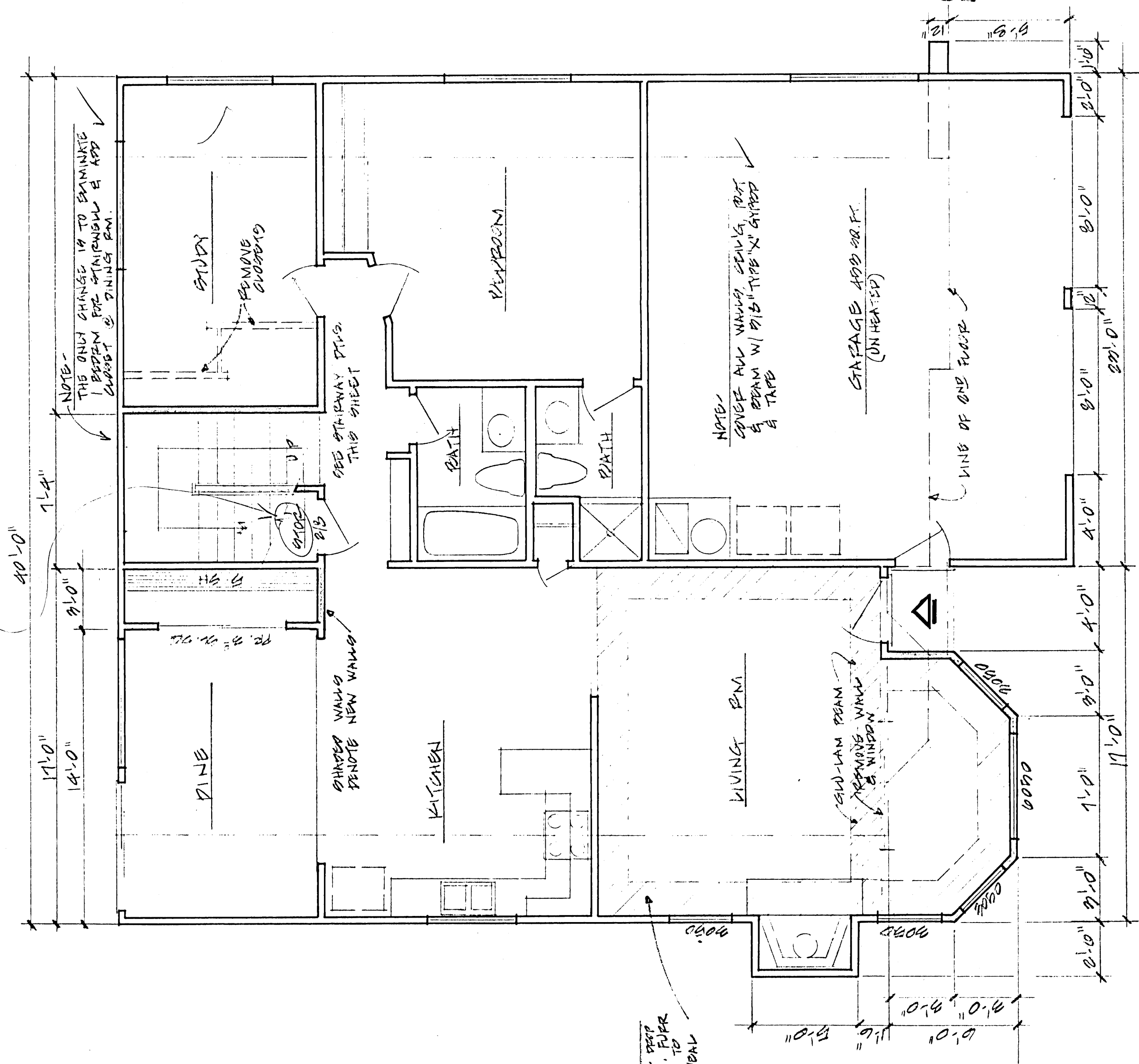
25329 021689

REVISIONS	BY

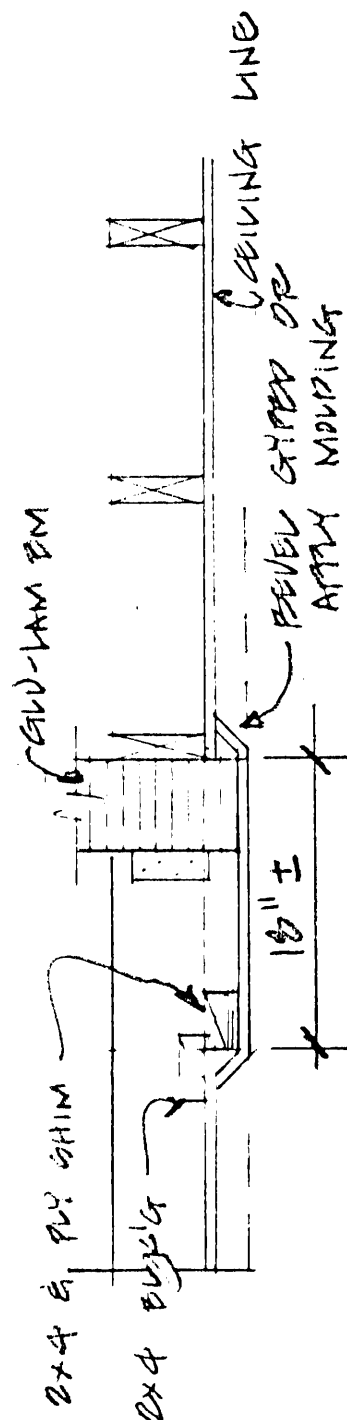
GENERAL NOTES

ALL BID CONTRACTORS TO CONFORM W/ ALL STATE & LOCAL CODES
DIMENSIONS ON EXISTING HOUS MAY VARY SLIGHTLY
VERIFY DIMENSIONS ON JOB SITE
WALLS 8" & ARE DESIGNATED TO FRAMES OF STUDIOS
ALL WALLS & CEILING - 1/2" GYPSUM BOARD U.N.O.
INSTALL 1/2" GYPSUM BOARD IF MEMBER SHOWN
IN STALL W/IS GYPSUM BOARD TO BE & SHOWN
TIVE WALLS TO BE HOT-MOUNTED W/ TUB O/
SHOWER & TUB TO HAVE SAFETY-GLAS ENCLOSURES

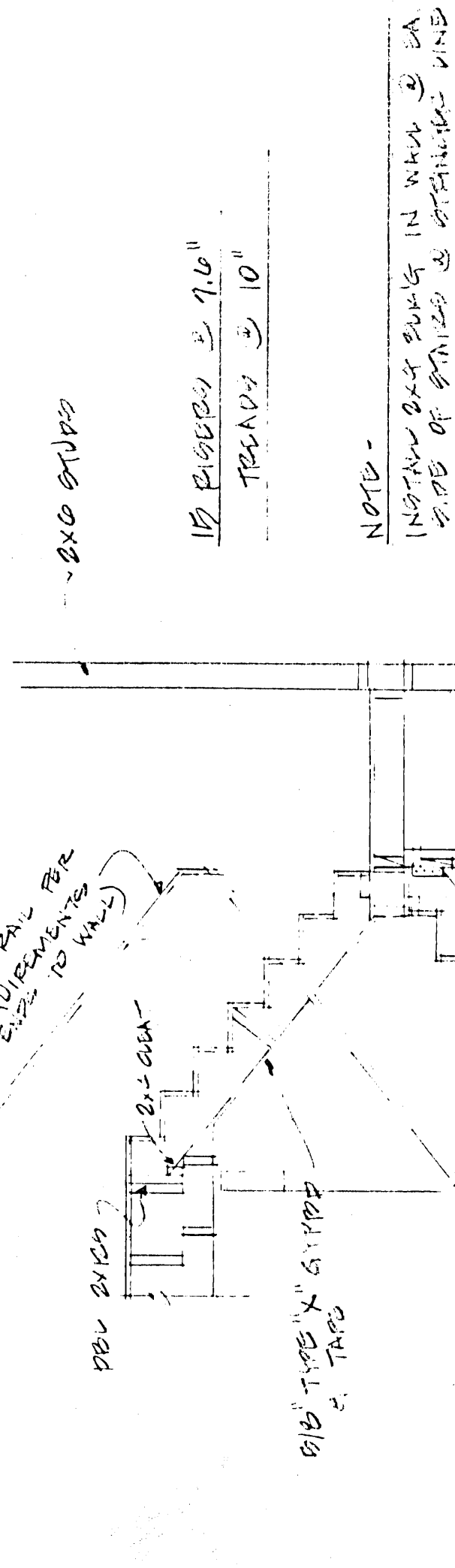
5/8" x 1/2" x 1/4" Bal
walling



NOTE -
GULLIAM BEAM IS IN RM WITH BEP
2" x 2" BEAM EXISTING CEILING. FUR
DOWN CROSS HATCHED AREAS TO
BEAM LEVEL TO CREATE PENDAL
(SEE DETAIL ABOVE)



FURRED CEILING DETAIL
@ LIV. RM 8'0\"/>



FIRST FLOOR

1008 sq. ft.

DRAWN R. S.	CHECKED
DATE '88 DEC.	SCALE 1/4" = 1'-0"
JOB NO. 831	SHEET 3
OF 9	SHEETS

SEACLIFF TERRACE T# 244
36M50 11/15/1960

POR. APTOS RANCHO
W. 1/2 SEC. 18, T.11S., R.1E., M.D.B. & M.

Tax Area Code
69-270 69-273

42-05

FOR TAX PURPOSES ONLY

THE ASSessor MAKES NO GUARANTEE AS TO MAP ACCURACY NOR ASSUMES ANY LIABILITY FOR OTHER USES. NOT TO BE REPRODUCED. ALL RIGHTS RESERVED.

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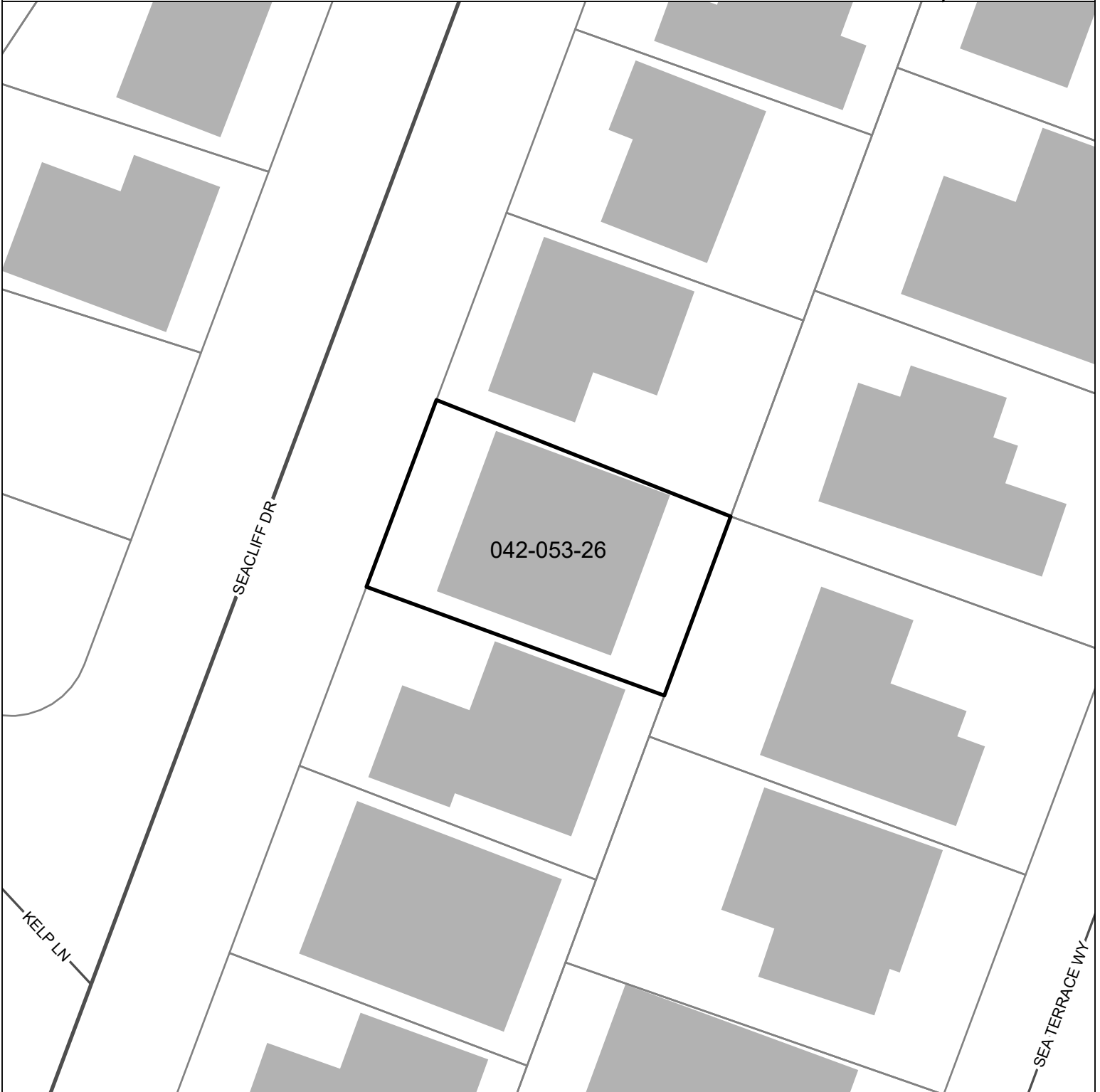
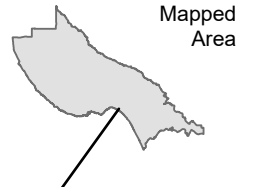


Note - Assessor's Parcel & Block
Numbers Shown in Circles.

Assessor's Map No. 42-05
County of Santa Cruz, Calif.
Jan. 1999

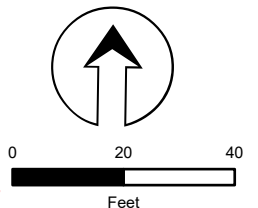


Parcel Location Map



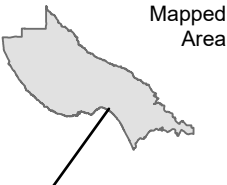
Parcel: 04205326

☐ Subject Parcel

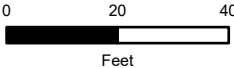
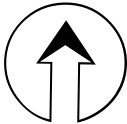




Parcel General Plan Map

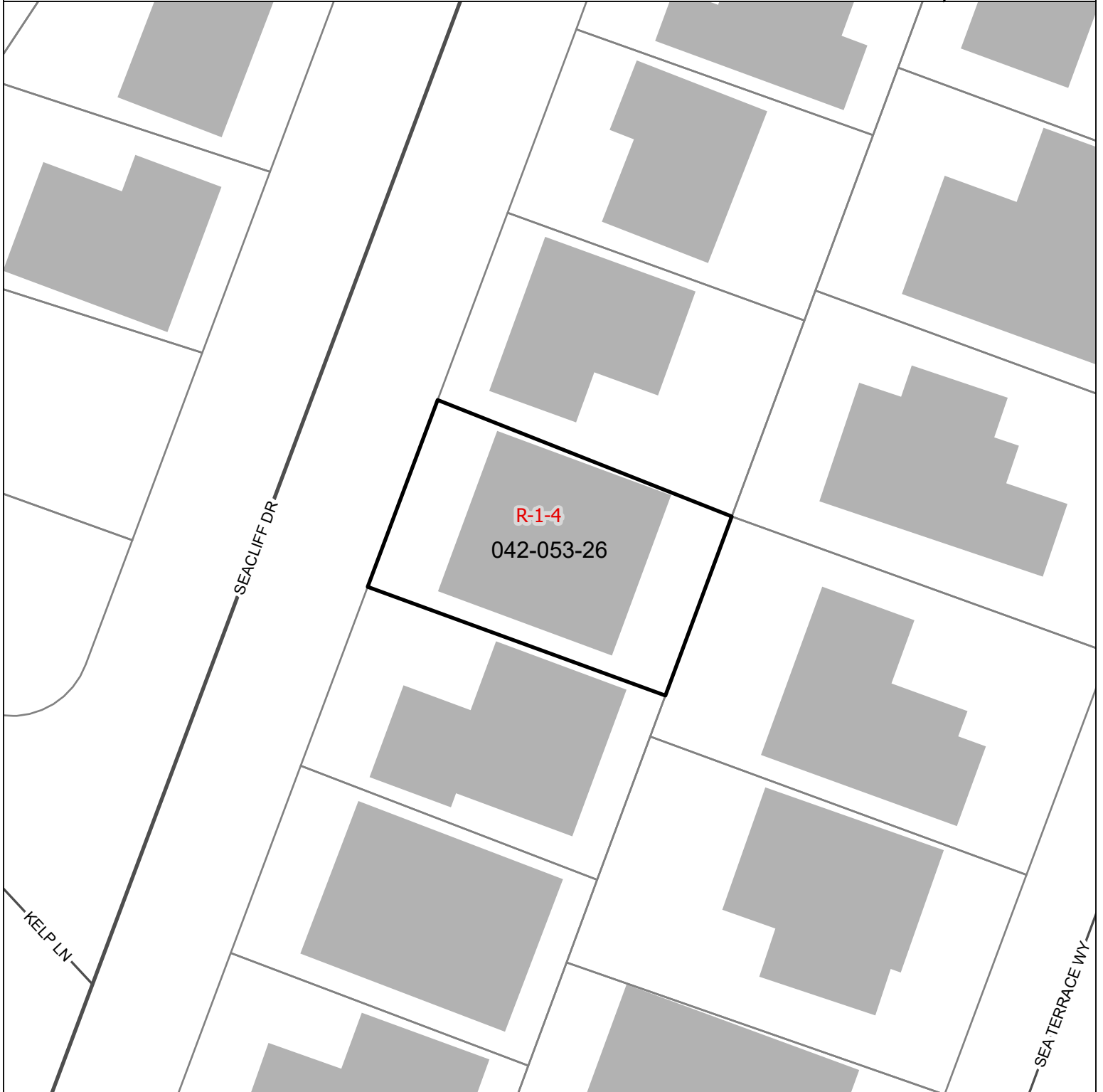
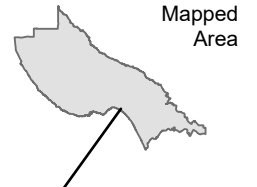


 Subject Parcel

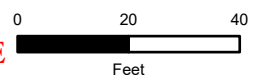




Parcel Zoning Map



 Subject Parcel



Parcel Information

Services Information

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

Parcel Information

Parcel Size:	3,963 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-foot minimum)
Coastal Zone:	<u> X </u> Inside <u> </u> Outside
Appealable to Calif. Coastal Comm.	<u> </u> Yes <u> X </u> No

Technical Reviews: None

Environmental Information

Geologic Hazards:	Not a mapped constraint
Fire Hazard:	Not a mapped constraint
Slopes:	0%
Env. Sen. Habitat:	Not mapped
Grading:	No grading proposed
Tree Removal:	No trees proposed to be removed
Scenic:	Not a mapped resource
Archeology:	Not a mapped constraint

Michael Lam

From: John W Hunt <jwhunt@ucdavis.edu>
Sent: Saturday, February 22, 2025 2:49 PM
To: Michael Lam
Cc: Second District
Subject: Opposed to Vacation Rental at 119 Seacliff Dive

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

Hi Micheal,

Thank you for sending notice about the proposed development of 119 Seacliff Dive in Aptos. Item #3 241359.

I STRONGLY OPPOSE IT.

I vehemently oppose the loss of housing stock in the county for the purpose of running commercial vacation rental businesses in residential areas.

The County is tying itself into knots to build large block housing developments because of State mandates to address our "shortage" of housing. At the same time, we're removing existing, desirable housing by converting residential properties into commercial developments that squeeze non-residents into neighborhoods solely for absentee owners' profits. This is entirely counter-productive and should be banned by ordinance.

Vacation rentals do the opposite of what is needed in County planning. Vacation rentals take away housing stock from county residents, drive up home prices, bring partiers into the neighborhood, and do nothing to support local efforts to improve the community, such as the work done by the all-volunteer improvement associations. Vacationers do not volunteer in the community and take away housing from people who would.

This is a commercial profit grab at the expense of County residents. It makes no sense from a planning perspective, and it's bad for our neighborhoods. I strongly oppose this proposal.

John Hunt

Owner (since 1985) of a single-family rental house that provides long-term, below-market housing to county residents at 204 El Camino del Mar, Aptos, CA