



Staff Report to the Zoning Administrator

Application Number: **251084**

Applicant: Dan Shaw
Owner: BHSC Partners LLC
APN: 028-156-05
Site Address: 221 16th Avenue, Santa Cruz CA 95062

Agenda Date: August 15, 2025
Agenda Item #: 1
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 western side of 16th Avenue (221 16th Avenue), approximately 325-feet southwest of the intersection of East Cliff Drive and 16th Avenue in Santa Cruz.

Permits Required: Vacation Rental Permit

Supervisory District: 1st District (District Supervisor: Manu Koenig)

Staff Recommendation:

- Determine that the proposal is exempt from further Environmental Review under the California Environmental Quality Act.
- Approval of Application 251084, based on the attached findings and conditions.

Project Background

On June 21, 2019, the Zoning Administrator considered a proposal to establish a five-bedroom Vacation Rental at this site under application 191086. During the application review process, staff identified inconsistencies between the property's permit history and the room configuration shown on the submitted plans. Specifically, a non-habitable portion of the residence was converted into a habitable room without the benefits of permits.

The Zoning Administrator approved the Vacation Rental Permit with a Condition of Approval requiring the property owner to obtain all necessary permits and inspections to legalize the 'garden room'. These permits and inspections were to be completed within two years of the approval date; failure to obtain final inspection approval within the prescribed timeframe would result in a forfeiture of the vacation rental permit. In 2021, the applicant received a 1-year Time Extension which extended the expiration date to March 21, 2022.

To date, this requirement has not been satisfied, and the previously approved Vacation Rental

permit went void. Under the current application, the 'garden room' is not proposed to be used as a bedroom, as was done in the previous application.

Analysis

The subject property is developed with an existing five-bedroom single-family residence, located in the Live Oak Designated Area. The original dwelling was constructed in 1973 and consisted of three bedrooms and two bathrooms. In 1981, a permit authorized the addition of a game room, storage room, and a bathroom to the first floor. A second addition included a garden room, dining room, pantry, two bathrooms, two bedrooms, a library and a loft. The result of these additions was a three-story single-family dwelling that contains five bedrooms and five bathrooms.

Vacation rentals within residential structures are permitted within the R-1-6 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. Two 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 August 29, 2025.

Dan Shaw has been designated as the 24-hour contact for the vacation rental. The 24-hour contact is located in Los Gatos, within the required 30-mile response radius from the proposed vacation rental property.

The property is located within the Live Oak Designated Area, in which a total of 262 vacation rental permits may be issued and wherein 20% of parcels in a Designated Area Block (DAB) may be occupied by parcels with vacation or hosted rental permits. There are currently 207 approved and 9 pending vacation rental applications within Live Oak Designated Area, resulting in 46 available permits. The subject parcel is located within DAB #L-046, a block comprised of 36 parcels. Currently, four parcels within this block possess vacation or hosted rental permits.

As such, there is capacity in both the Designated Area and the DAB to accommodate issuance of this permit. If this application is approved, 11% of the parcels in DAB #L-046 will have been issued either a vacation or hosted rental permit.

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 **251084**, 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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Phone Number: (831) 454-3371
E-mail: Michael.Lam@santacruzcountyca.gov

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

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: 251084

Assessor Parcel Number: 028-156-05

Project Location: 221 16th Avenue, Santa Cruz CA 95062

Project Description: Proposal to establish a new, five-bedroom Vacation Rental for the purposes of overnight lodging for a period no longer than 30-days at a time.

Person or Agency Proposing Project: Dan Shaw

Contact Phone Number: (408) 221-8870

- 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 insure 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-1-6 (Single-Family Residential, 6,000 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-UL (Urban Low 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 an 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 Dan Shaw, dated April 2025.

- 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 permitted bedroom, plus two additional people, children under eight not counted).
 - D. The maximum number of vehicles associated with the overnight occupants shall not exceed three (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.



Vacation Rental Permit & Renewal Application Form

Permit and Property Information

Permit No. (if application is for a renewal): _____

Assessor's Parcel Number*: 028-156-05

Street Address: 221 16th Avenue, Santa Cruz

Transient Occupancy Tax Registration Number: CO00347

Number of bedrooms to be rented: 5

*Assessor's Parcel Numbers (APNs) may be obtained from the Assessor's Office at 831-454-2002.

Owner Information

Name: BHSC Partners LLC attn: Dan Shaw

Mailing Address: 15700 Winchester Blvd

City: Los Gatos State: CA Zip Code: 95030

Phone No.: 408-221-8870 Email: dans@lgservicing.com

Applicant Information (if different than owner information)

Name: BHSC Partners LLC attn: Dan Shaw

Mailing Address: 15700 Winchester Blvd

City: Los Gatos State: CA Zip Code: 95030

Phone No.: 408-221-8870 Email: dans@lgservicing.com

NOTE: If the application submittal is made by anyone other than the owner, a signed Owner/Agent form (available [here](#)) or a property management agreement must be submitted with the application.



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: Dan Shaw

Physical Address: 15700 Winchester Blvd

City: Los Gatos State: CA Zip Code: 95030

Phone No.: 1408-221-8870 Email: dans@lsservicing.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.

Contact person signature, if applicable

Date



Vacation Rental Permit & Renewal Application Form

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.**

Daniel J. Shaw
Owner of Rental Unit

2/24/2025
Date

Certified Home Inspector

License #

Date

County Building Inspector

Date

Property Manager/ Agent

Date



Vacation Rental Permit & Renewal Application Form

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.

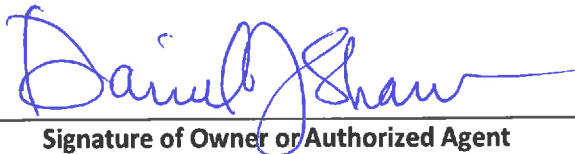
I certify that, to the best of my knowledge, the bedroom(s) associated with this hosted rental are legal and suitable for human occupancy.

I understand that hosted rentals are for bedrooms in the primary dwelling unit and are not permitted in accessory structures (including ADU's), legally restricted affordable housing units, balconies, sheds or porches, RV's, or tents.

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 short term rentals associated with the subject property, including, but not limited to, Homeowner's Association regulations, and I understand that any permit issued will be rendered void if there are restrictions 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.


Signature of Owner or Authorized Agent


Date

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 # CO00347

Date of Issue: April 28, 2011

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: Shaw Beach House

Location of Facility: 221 16th Ave. Santa Cruz CA 95062

Operator: Daniel Shaw

Mailing Address: 15700 Winchester Blvd Los Gatos CA 95030

By: _____

Michelle Garcia

Michelle Garcia, Deputy
AUDITOR-CONTROLLER-TREASURER-TAX COLLECTOR

Vacation Rental Agreement

221 16th Avenue Santa Cruz

In order to book and hold your reservation, we must receive the deposit and signed Rental Agreement.

THIS VACATION RENTAL AGREEMENT ("Agreement") is entered into between the following parties: BHSC Partners LLC ("Owner"), and Renters ("Renter" or "Guest"). This contract is entered into agreement as of the date when the Renters place their reservation online and the reservation is screened and accepted by the Homeowner. The Owner will notify the Renters by email when their reservation is accepted. Owner reserves the right to refuse service to anyone.

Whereas, Owner is the owner of the property located at 221 16th Avenue, Santa Cruz, CA 95062 that is furnished and has 5 bedrooms and 5 bathrooms ("Property"). Whereas, Renter desires to rent the Property, for vacation purposes only. Whereas, Owner desires to rent the Property, for vacation purposes, to Renter.

Owner/Payee

BHSC Partners LLC

15700 Winchester Blvd, Los Gatos CA 95030

amberdesign@mac.com, dans@lgservicing.com

408-858-4905/408-221-8870

Renter and Owner hereby agree as follows:

- Rental Terms:** Owner will rent the Property to Renter, for vacation purposes only. Renter must be at least 25 years of age to book this Vacation Rental. Adults cannot rent this property on behalf of underage guests. Check-in time is 4pm and check-out is 10am on the respective arrival and departure dates. No early check-in or late check-out unless by prior arrangement.
- Authorized Use and Guests:** The Property is for the sole use as a personal vacation residence by no more than 12 Adults as overnight guests. Children under 8 are not counted in this number. A maximum of 24 guests are allowed for social gatherings between 8am and 10pm. Parties or large events are not allowed. If the property is used by more than those identified in this paragraph, (i) Renter, Authorized Guests and all others may be required to leave the property or be removed from the property; (ii) Renter is in breach of this Agreement; and (iii) Renter forfeits right to return of any funds.
- Payments:** Renter agrees to the following payments:
Twenty-five (25%) of total rental amount is due at booking. A second payment of 25% is due 90 days prior to check-in. The remaining 50% is due 45 days prior to check-in. The reservation is not confirmed until a signed Agreement has been received and the Owner has notified the Renter by email.
- Cancellations:** Reservations may be canceled within 24 hours of booking. Bookings made 72 hours or less before check-in cannot be canceled. For most bookings, renters who cancel at least sixty (60) days before check-in will get a full refund (less any non-refundable fees charged by Vrbo/HomeAway). Renters who cancel 30-60 days prior to check-in will get a 50% refund (less any non-refundable fees charged by Vrbo/HomeAway), and Renters who cancel less than 30 days prior to check-in will not receive a refund. For summer bookings, renters who cancel 60 days before check-in will get a full refund (less non-refundable fees). Renters who cancel less than 60 days before check-in will not receive a refund. The cancellation policy is clearly stated when booking your stay. Owners will make an effort to rebook dates if there is an emergency

cancellation, and if successful will offer a more flexible refund to the Renter. There are no refunds for early departure.

5. **Condition of Property:** Renter shall, on arrival, examine the Property, all furniture, furnishings, and fixtures and shall immediately report if any are not in operating condition or are in disrepair. Reporting issues does not give Occupant the right to cancel this Agreement or receive a refund of any payments made. Renter agrees to keep the house, furniture and furnishings in good order. Removing or changing furniture is prohibited. All furniture must be returned to its original location at Renter's departure or an additional charge may be made. Renters will be charged for any missing items reasonable attributed to Renters and not returned after notification.
6. **Entry:** Owner and Owner's representatives and agents have the right to enter the Property, at any time, (i) for the purpose of making necessary or agreed repairs, alterations, or for maintenance or to supply necessary or agreed services; (ii) to verify that Renter has complied with the terms of this Agreement; or (iii) in case of emergency.
7. **Accidental Damage Insurance:** Renters will be completely responsible for any and all damage to the home or property caused by Renters, whether accidental or due to Renters negligence. However, Renters understand that the rental includes an accidental damage rental policy providing up to \$5,000 in accidental damage protection provided Renters notify the owner and assist the owner in making a claim. Renters understand that Renters are responsible for damage beyond the coverage provided by the insurance. Renters are also responsible for damage that would have been covered by the insurance if Renters fail to advise the Owner of the damage and provide the necessary information that would allow the Owner to file a claim against the policy.
8. **No Assignment or Subletting:** Renter shall not assign any interest in this Agreement or sublet any part of the Property. If this Agreement is assigned or the Property or any part thereof is sublet, (i) Renter, Authorized Guests, assignee(s), sublessee(s) and all others will be required to leave the Property, or be removed from it; (ii) Renter is considered in breach of this Agreement; and (iii) Renter forfeits right to return of any funds.
9. **Noise Ordinance:** Quiet hours are 10pm to 8am per the county of Santa Cruz and is strictly enforced. Noise ordinance is posted on site.
10. **Linen Service, Cleaning, Trash, and Supplies Policy:** The property is provided with pillows, linens, and comforters. It is standard for beds to be made for Renter's arrival as part of our service. A service to clean the house and bed linens after your stay is included on your invoice.

Bath towels, beach towels, kitchen towels, hand towels, and bath mats are also provided and are located in the laundry room.

Renter is responsible for cleaning dishes, and placing all trash, recycling, and perishable food in bins outside. Trash service comes on Monday mornings. Do not allow trash to accumulate.

We provide toilet paper and paper towels, dishwasher detergent, garbage bags, and soap and shampoo in showers. Daily maid service is not included, but can be arranged for an added fee upon request.

11. **Personal Property and Injury:** Renter's or guest's personal property, including vehicles, are not insured by Owner 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 Renter, guests or licensees due to any

reason other than the condition of the Property.

Occupant Insurance: Owner recommends that Renter carry or obtain insurance to protect Renter, guests and licensees and their personal property from any loss or damage. Owner recommends VRBO/HomeAway Vacation Rental Damage Protection which may be purchased through their website.

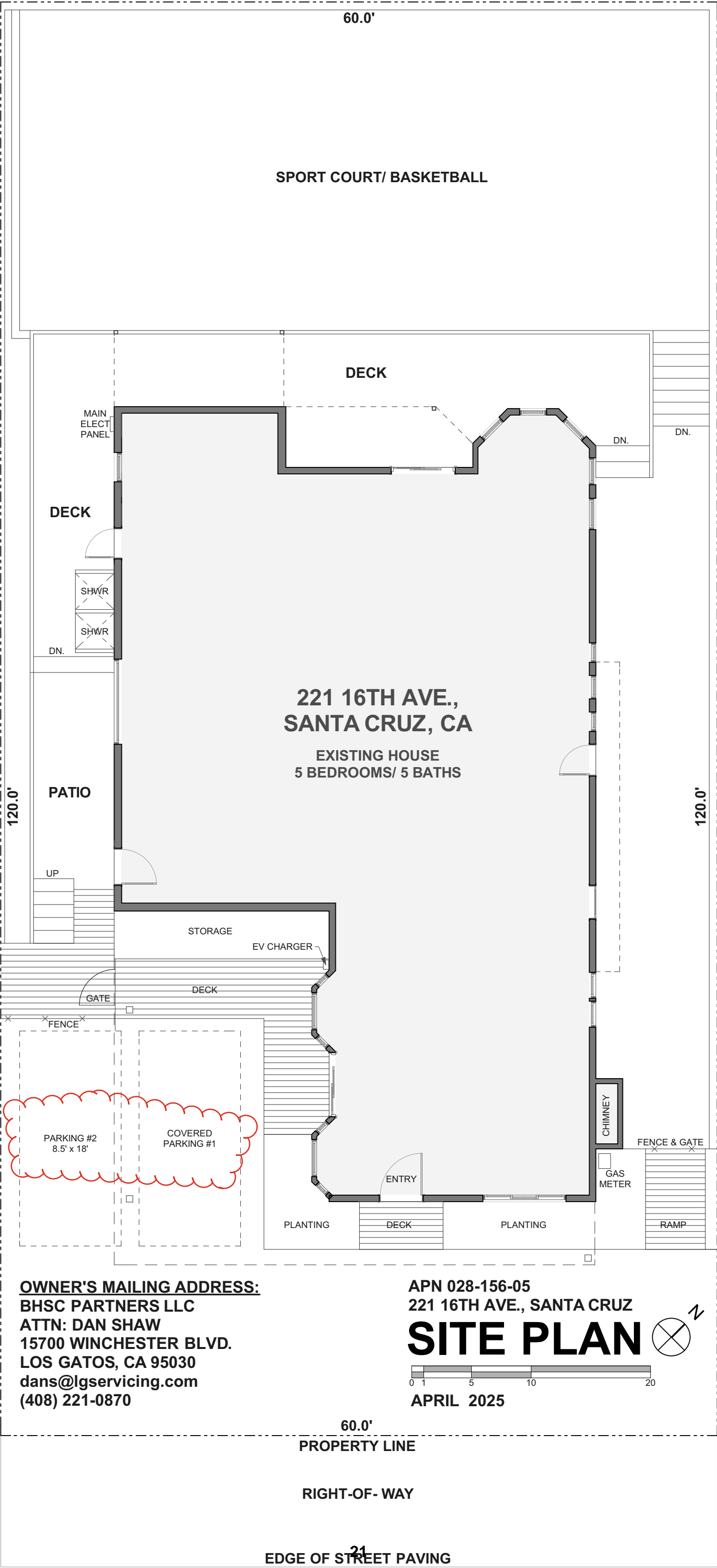
Indemnity and Hold Harmless: Renter agrees to indemnify, defend and hold harmless Owner and Owner's Representative from all claims, disputes, litigation, judgments, costs and attorney fees resulting from loss, damage or injury to Renter, Renter's guests or licensees or their personal property.

12. **Child Proofing:** Renter understands that no special efforts have been made to childproof this house, and accept the risk or harm to any children allowed on property.
13. **Falsified Reservations:** Any reservation obtained under false pretense will be subject to forfeiture of advance payment, deposit and/or rental money, and the party will not be permitted to check-in.
14. **Smoking is not permitted** inside the house, balconies or anywhere on the property. Fireworks of any kind are not permitted.
15. **Pets are not permitted.**
16. **Illegal Activities/Behavior** will not be allowed. Any behavior that violates and Santa Cruz County Municipal Code can be cause for immediate termination of this agreement. The storage or use of any fireworks at the property Is strictly prohibited.
17. **Check-In and Check-Out Procedures:** Renters will be provided with a unique code for the front door which will allow access during your stay. Renters are responsible for completing the check-out procedures provided via the Hospitality app, and for leaving the property promptly by 10am unless other arrangements have been made. Our cleaning crew arrives and has access to the house at 10am. Renters are responsible for making sure all doors are closed and properly locked upon departure.
18. **Parking:** Driveway can accommodate parking for up to six (6) vehicles on site. Renters are responsible for any parking fines incurred during their stay.

By signing below, and/or agreeing to terms online by accepting this agreement and making a booking, I agree to all terms and conditions of this agreement.

Renter: _____ Date _____


Owner/Manager: _____ Date _____



This detailed floor plan illustrates a 2,171 sq ft residence with a variety of living and outdoor spaces. The layout includes:

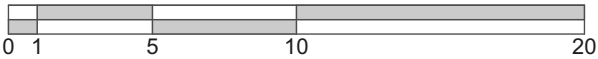
- Living Areas:** A large TV/Family Room with a fireplace, a Game Room with a pool table and ping-pong table, and a Garden Room with a fireplace and seating area.
- Bedrooms and Bathrooms:** One bedroom (Bedroom #1) with a closet, and two full bathrooms, each with a shower.
- Kitchen and Dining:** A main living area with a fireplace and a dining area with a table and chairs.
- Laundry and Storage:** A laundry room with a drying rack and a linen/towel storage area.
- Entry and Foyer:** An entry foyer with a window seat and a storage closet.
- Outdoor Spaces:** Multiple decks, a patio, and a garden room, all with seating and landscaping.
- Utility and Mechanical:** A furnace room, a mechanical closet, and a storage closet.
- Parking:** Two parking spaces, one of which is covered (8.5' x 18').
- Other Features:** A main electrical panel, a gas meter, a chimney, and a ramp.

The plan also shows various closets, including an owner's closet, a linen/towel storage area, and a storage closet. Stairs lead up and down from the main level. The overall design is modern and functional, with a focus on outdoor living and storage.

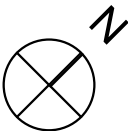


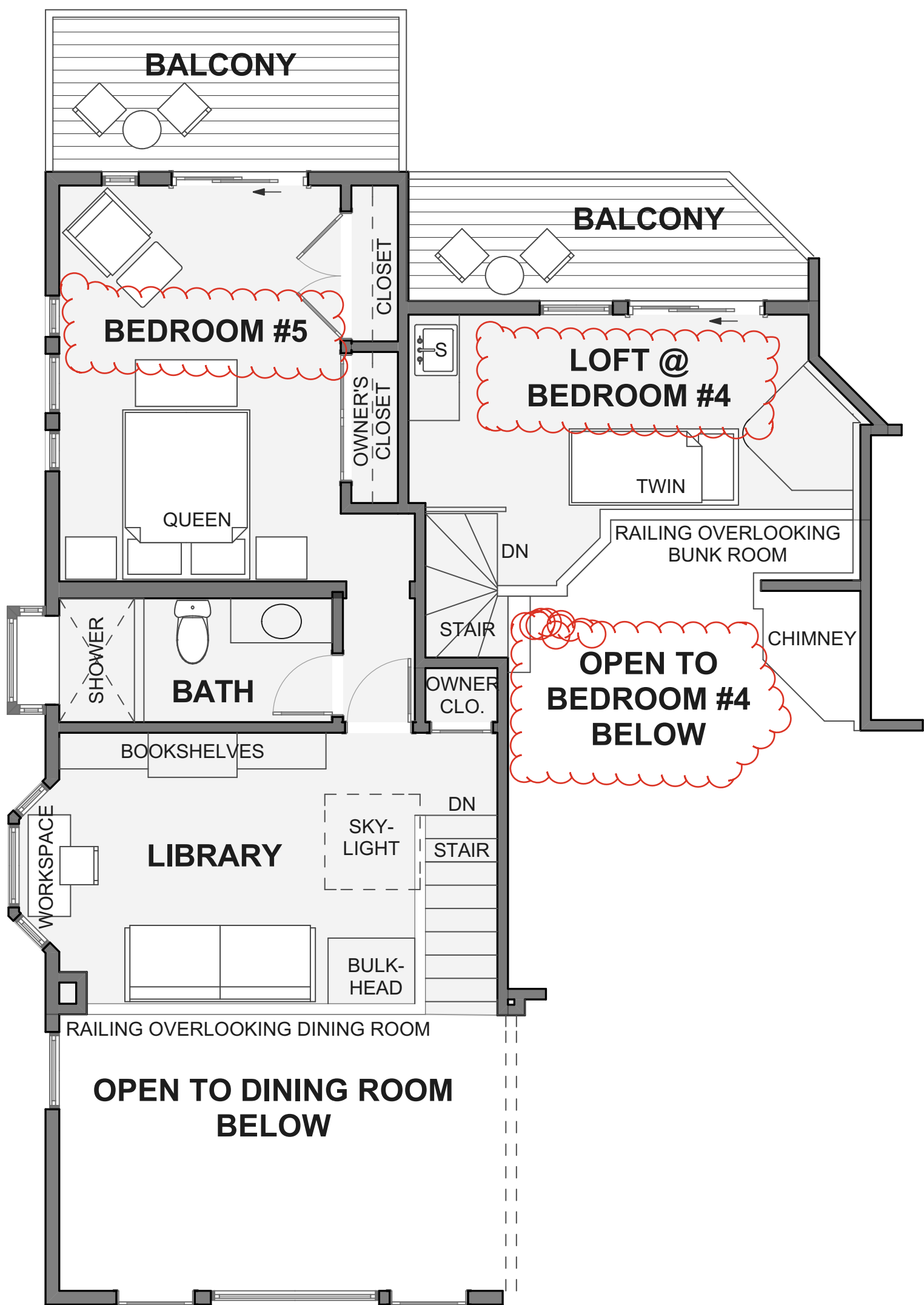


2ND FLOOR PLAN

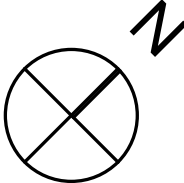
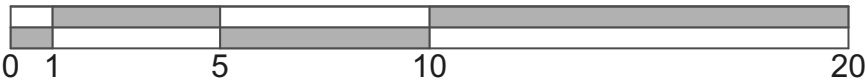


221 16TH AVE., SANTA CRUZ APRIL 2025

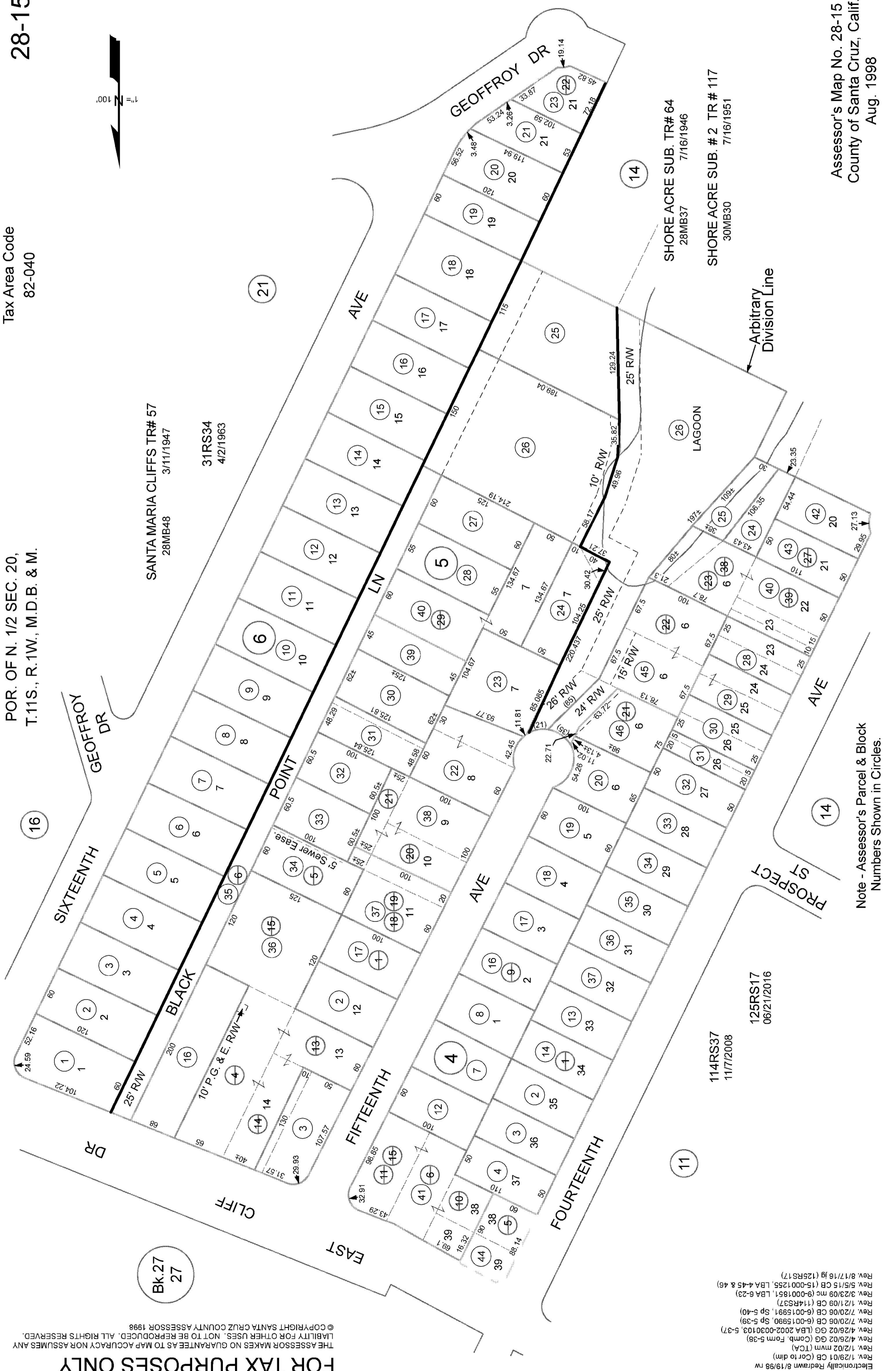
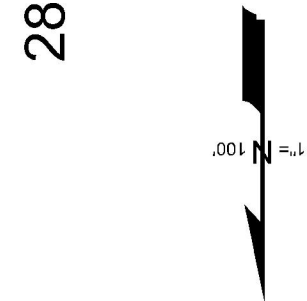




3RD FLOOR PLAN



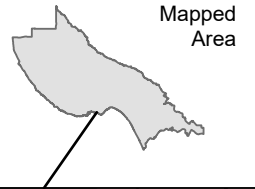
221 16TH AVE., SANTA CRUZ APRIL 2025





Santa Cruz County Planning Department

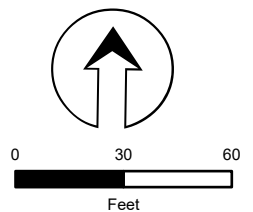
Parcel Location Map



Parcel: 02815605

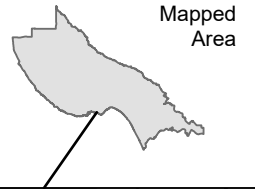
 Subject Parcel

Map printed: 5 Aug. 2025

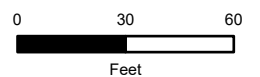




Parcel General Plan Map



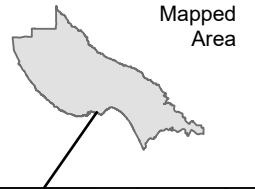
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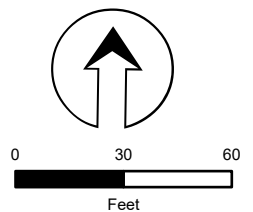


Santa Cruz County Planning Department

Parcel Zoning Map



 Subject Parcel



Parcel Information

Services Information

Urban/Rural Services Line: X Inside Outside
Water Supply: Santa Cruz Water District
Sewage Disposal: Santa Cruz Sanitation District
Fire District: Central Fire Protection District
Drainage District: Flood Control Zone 5

Parcel Information

Parcel Size: 7,200 square-feet
Existing Land Use - Parcel: Residential
Existing Land Use - Surrounding: Residential
Project Access: 16th Avenue
Planning Area: Live Oak
Land Use Designation: R-UL (Urban Low Density Residential)
Zone District: R-1-6 (Single-Family Residential, 6,000 square-foot minimum)
Coastal Zone: X Inside Outside
Appealable to Calif. Coastal Comm. Yes X No

Technical Reviews: None

Environmental Information

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