



CITY OF ARROYO GRANDE
COMMUNITY DEVELOPMENT DEPARTMENT
**APPEAL OF COMMUNITY DEVELOPMENT
DIRECTOR'S DECISION TO PC**

Sharon Valienzi
(Name)

11/8/2021
(Date)

[REDACTED] ARROYO Grande, CA. 93420
(Address) (City) (Zip Code)

Project Appeal Name and Case Number Plot Plan Review 21-033

Project Approved/Denied by Community Development Director on _____
(Date)

Project Location 263rd Spruce Street ARROYO Grande

Reason for Appeal Unpermitted garage structure disallowing the use of garage for parking. Inadequate parking causing possible delay in emergency response and loss of reasonable enjoyment of our homes.

Signature Sharon Valienzi

Mailing Address [REDACTED] ARROYO Grande CA 93420

Telephone [REDACTED] Email [REDACTED]

Receipt Number _____ Date _____

Items Required Checklist:

☒ \$491 appeal fee *

☒ Two (2) sets of typed, gummed labels on 8 1/2" x 11" sheets, listing the names, addresses, and assessor's parcel number of all property owners within a radius of 300 feet of the exterior boundaries of the subject property, along with copies of the applicable assessor's parcel map book pages X

Andrew [Signature]
Community Development Staff

My name is Sharon Valienzi and I have been a resident of Arroyo Grande for more than 32 years. I am here tonight to ask the board to reconsider and repeal the approval of the vacation rental at 263 "D" Spruce Street in Arroyo Grande. I am the owner of unit "B" but I am representing the owners and tenants of units A, B and C. While none of us objects to a vacation rental per se, we do not believe this location lends itself to such a business for a multitude of reasons.

We are a neighborhood of four homes on a single flag lot. Unit "A" is at the street and unit "D" at the rear of the property. A common driveway runs the length of the property in front of units A, B and C terminating at the driveway of unit "D". There are red-painted fire lanes, clearly marked, that run the full length of the driveway on both sides. "See pictures" There is also a fire department turn around between unit "B" and "C" that is also posted no parking. "See pictures"

Unit "D" is a three- bedroom house that is advertised on Airbnb to sleep six. One can assume from this that at least two or three cars are parked out front when rented. The problem is with the actual location of this home and its available parking. Unit "D" has an "unpermitted "room within the garage that has no door or window to the outside making the garage unusable for parking.

"See listing and picture"

As you can see the cars are parked in the driveway sometimes two deep or at irregular angles that impedes or directly blocks unit "C's" access to her own driveway or shared guest spot. Also, because the cars are facing the garage/house renters have taken to use unit "C's" driveway to turn around and face forward to drive out. The tenant of unit "C" has had to put cones and chain as well as a solar light to deter this action. When her driveway is used it sets her Ring sensor off. She is an OR nurse and works irregular hours. The constant sensor alert wakes her on a regular basis. Now in order to leave her garage she must move the cones, get out, put them back, and do it again upon return from work etc.

So now the renters are using the fire turn around to face forward on their drive out. Please see the pictures of the condition of the gravel and the worn-off paint for the fire lane. The painted lane on my side is clearly still visible. They were both painted at the same time. Also please note the tire tracks in the gravel as well as the tire marks on the common drive. The tenant in unit "C" has lived there for two years with no problems before. We also believe that the multitude of cars parked irregularly or too deep can hinder fire or emergency personnel from easily accessing an aid call. Our plot was designed with the fire lanes and turn-around in such a way because emergency access was a key consideration. To not consider that with this approval now can become a problem for the city should an emergency happen.

Our neighborhood has CC and R's that are recorded with the San Luis Obispo County Clerk as of 4/30/12. "See copy" We all signed them with the purchase of our homes. "See copy of highlighted articles" In particular there are articles covering the use of the garage to remain a garage, the use of the guest parking to be shared on a 24- hour period, the homes are not to be used for any business activity of any kind and article V states that no anticipated use shall interfere with the reasonable enjoyment of any owner of his or her parcel. While I was told that the city of A.G. "doesn't consider" CC and R's when approving a property for a vacation rental it seems suspect to me that these CC and R's are required to be legally recorded by the county but not considered by the city. These articles directly affect the integrity and value of our homes.

Unit "D" was recorded as sold on Sept 2, 2021 but the vacation rental application was not approved until the end of Oct. The home was rented on Sept. 11th for the Pismo Car Show weekend and everyone since. This is clearly before it gained city approval to do so.

We, A, B and C were given no prior notice of this application. In fact, it is the cities policy to not notify neighbors before approval is granted. My postcard was postmarked Oct 28th and the appeal was due by Nov. 8th. While this is 10 days it is only really 5 since city hall is closed Friday, Saturday and Sunday.

I am not sure if all the paper requirements, addresses, labels, maps, monies and time limit are to discourage or intimidate this process. I am sure however of the disappointment we all feel in the system the city has elected to employ. We realize the tax revenue is of paramount consideration to the city but does it supersede the right of its citizens to enjoy, in peace, their properties as intended.

By approving this vacation rental, you have, in fact, taken a residence away from its intended use, which is housing and caused a disruptive situation for its neighbors.

With the location at the end of the lot, the unpermitted garage structure causing the parking problem, the parking problem causing the safety problem it is clear to see that this vacation rental is not a good fit for this location. When you add-in the blatant disregard for signed documents and city rules as well as the loss of one's reasonable personal enjoyment of our homes, we believe there are enough reasons for this board to repeal the vacation rental approval given to 263 "D" Spruce Street Arroyo Grande, CA.

Thank you for your consideration

The owners and tenants of 263 Spruce Street A.G.



263 Spruce Street, Arroyo G...



Spruce St



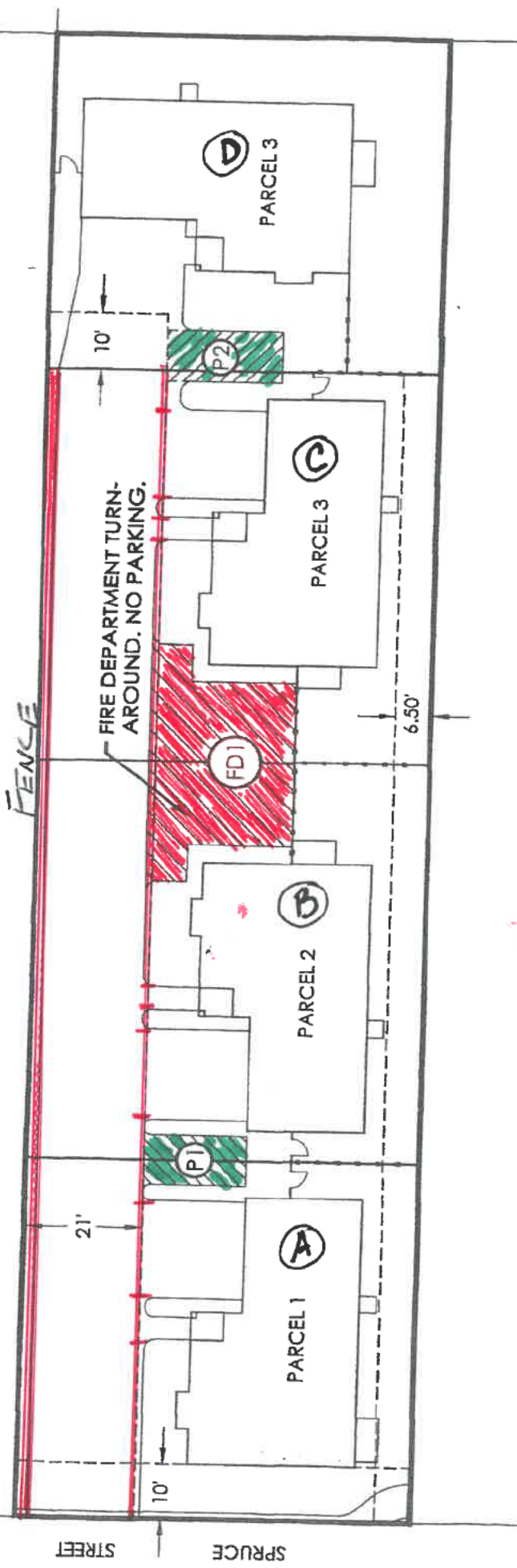
A

B

C

D





LEGEND:

- P1 SHARED GUEST PARKING EASEMENT FOR PARCEL 1 AND 2 EXCLUSIVELY
- P2 SHARED GUEST PARKING EASEMENT FOR PARCEL 3 AND 4 EXCLUSIVELY
- FD1 EASEMENT FOR FIRE DEPARTMENT TURN-AROUND ONLY. NO PARKING.

**NO
PARKING
FIRE
LANE**

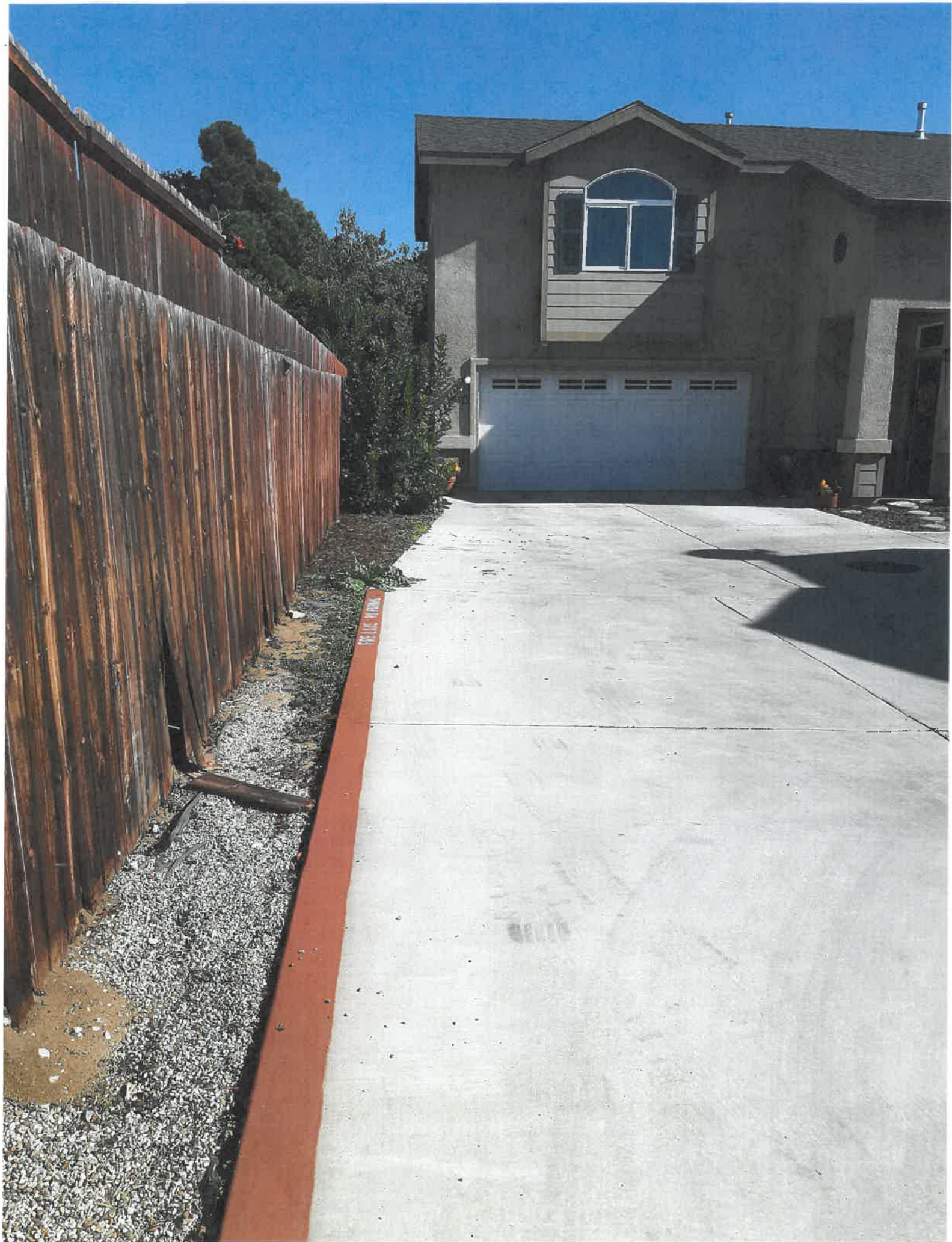
**SPEED
LIMIT
5
MPH**

FIRE





FIRE LANE
NO PARKING



www.263Spruce-D.com

263 SPRUCE #D
ARROYO GRANDE

3 BDRM
2.5 BATH
1,765 SQ. FT.

PRICED AT
\$695,000

This lovely home sits at the end of long driveway that is shared by three other properties. Being the back house, it offers the most privacy and the largest yard. The open floorplan is ready for you to move right in and call this place home. Newer vinyl plank floors throughout, kitchen with large center island and granite countertops, tall ceilings and large windows in the living room, and indoor laundry room. Upstairs, there are 3 bedrooms, two baths and a small loft area.

All bedrooms feature walk in closets with the primary bedroom containing two. Both the primary bedroom and third bedroom have vaulted ceilings giving them a large open feel. Do you need a 4th bedroom, office or hobby room? You are in luck, because the extra room that was built into the garage (non-permitted) can be used for whatever you desire. Two parking spots in the driveway plus an extra parking spot for a third vehicle.

Backyard has a large producing mulberry tree and is an open palate for your imagination. This home is located near Elm Street Park, Soto Sports Complex, grocery stores and just a short drive to beaches and wineries.



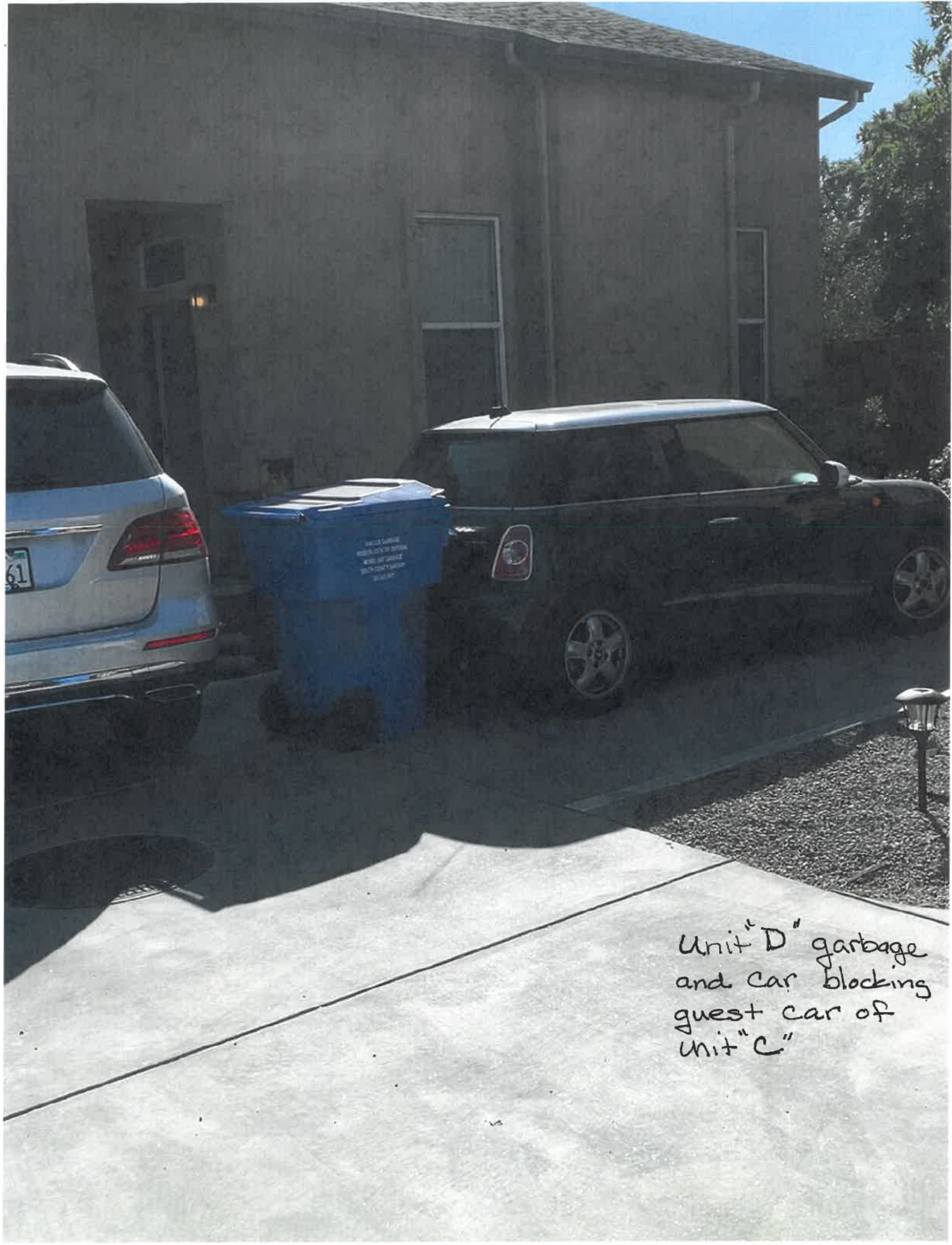
Jill Jackson
REAL ESTATE PROFESSIONAL

805.471.2263
JillJacksonHomes@Gmail.com
Lic #01308987



263 D



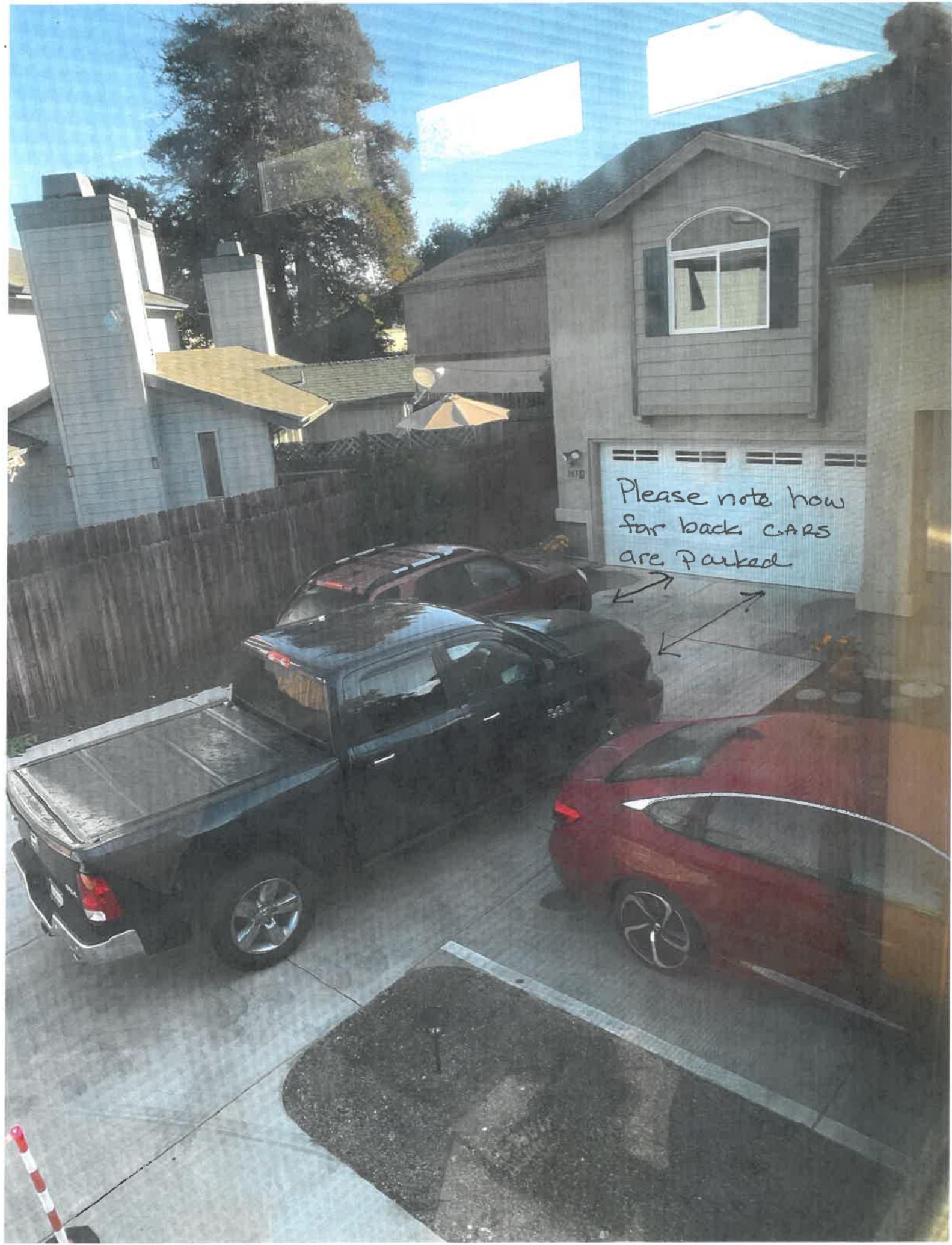


Unit "D" garbage
and car blocking
guest car of
unit "C"



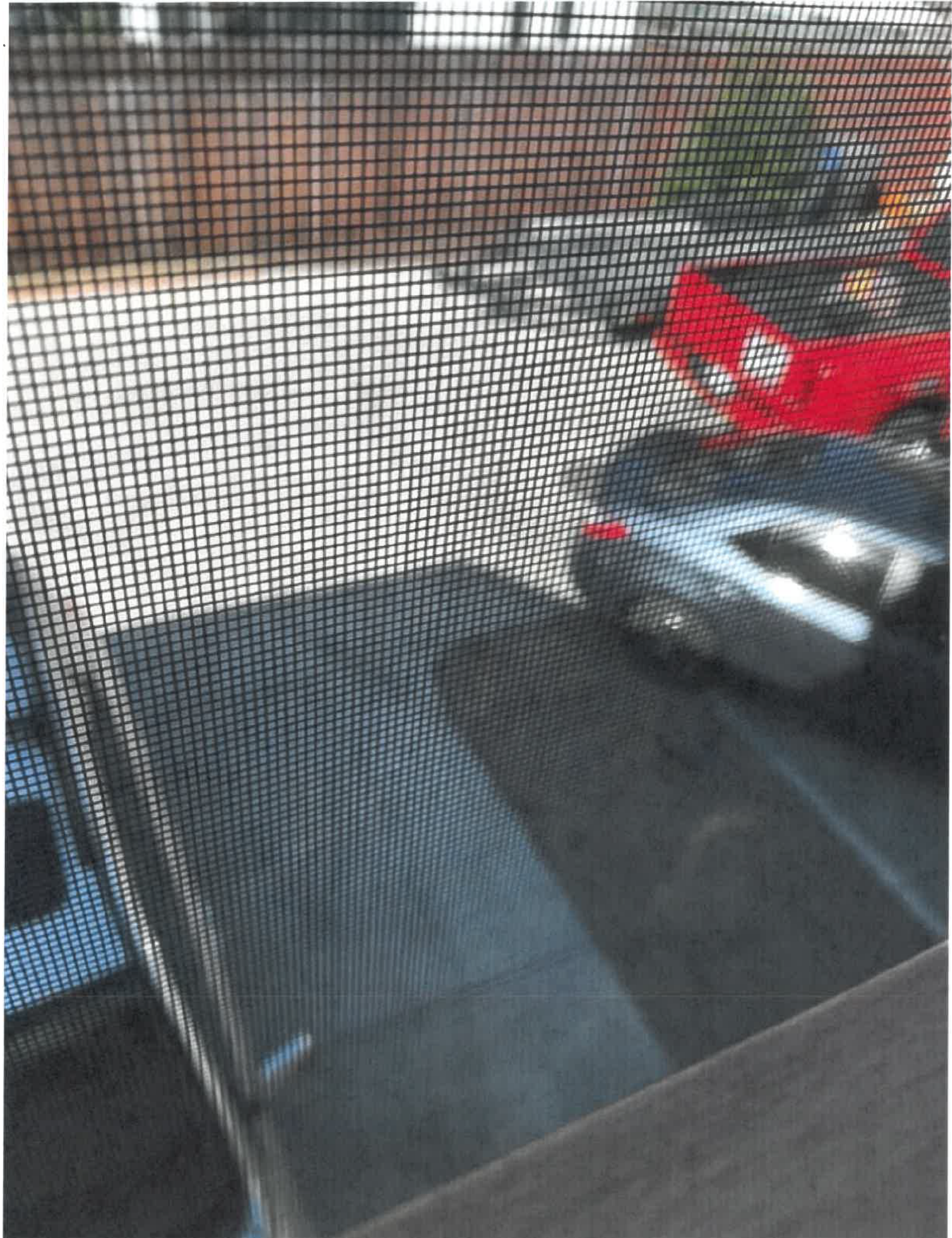
into fire lane
and unit C
garage access

Please note
chain and
solar light



Please note how
far back CARS
are parked







Unit B

NO
PARKING
TOL
LANT

Please note
tire marks

and paint wear

unit B →

↘ Tire marks

← unit C

All Fire lanes were painted
in 2012 — Please note
wear & tire patterns.

RECORDING REQUESTED BY:
FIDELITY NATIONAL TITLE

JULIE RODEWALD
San Luis Obispo County – Clerk/Recorder
Recorded at the request of
Fidelity Title Company

ASK
4/30/2012
8:00 AM

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

DOC#: 2012023014

Titles: 2 Pages: 13

Touchstone Plaza LLC
998 Huston Street, Suite C
Grover Beach, CA 93433



Fees	64.00
Taxes	0.00
Others	0.00
PAID	\$64.00

APNs: 077-163-050, 077-163-051, 077-163-052, and 077-163-053

A B C D

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
AMENDED GRANT OF EASEMENT AND MAINTENANCE AGREEMENT
FOR PARCEL MAP AG 05-0198**

This Declaration of Covenants, Conditions, and Restrictions and Amended Grant of Easement and Maintenance Agreement is made as of this 25th day of April 2012, by Touchstone Plaza LLC, its successors, assigns and heirs (hereinafter referred to as "Declarant").

**ARTICLE I
RECITALS**

A. WHEREAS, Declarant is the Owner of certain real property described as Parcels 1, 2, 3, and 4 of Parcel Map AG 05-0198 recorded on October 4, 2006, in Book 67 of Parcel Maps, at Pages 49 – 50, as Document Number 2006-070390 in the Official Records of the County Recorder of the County of San Luis Obispo, California (hereinafter referred to as the "Property").

B. WHEREAS, Declarant is the successor in interest to the prior owner of the "Property" and hereby incorporates, as though fully set forth, the "Grant of Easements and Maintenance Agreement" recorded in the San Luis Obispo County Records Office on October 4, 2006 as Document Number 2006070391. Further, Declarant hereby amends the 2006 Grant of Easements and Maintenance Agreement as set forth below.

C. WHEREAS, Declarant makes this Declaration and Grant of Easement pursuant to the Terms and Conditions of Approval for Parcel Map AG 05-0198 by the City of Arroyo Grande, California.

D. WHEREAS, Declarant intends to sell the above described property subject to this Declaration for the common plan designed to preserve the value and quality of the Property for the benefit of its future owners and their successors.

E. WHEREAS, Declarant declares that the Property is held and will be held, transferred, encumbered, used, sold, conveyed, leased and occupied subject to this Declaration, Covenants, Conditions and Restrictions, Amended Grant of Easement and Maintenance Agreement.

shown on the Parcel Map AG-05-0198 and Exhibit A, and described as the Northern 21 feet of Parcel 3.

- d. An easement for ingress and egress (driveway turn out) upon Parcel 4 for the benefit of Parcel 3 as shown on Parcel Map AG 05-0198 and Exhibit A.

2. **Fire Department Turnaround.** There is hereby created a Fire Department Turnaround easement lying on Parcels 2 and 3 as shown as "FD-1" on Exhibit B. No parking or permanent or fixed use shall be allowed in this area. No Owner shall alter the design, construction or use of this area. This area is for the exclusive use of the Fire Department as a turnaround for its vehicles.

3. **Guest Parking.** There is hereby created two Guest Parking Stall easements shown as "P1" and "P2" on Exhibit B attached hereto. Guest Parking Stall P1 is for the exclusive use of Parcels 1 and 2 guests and P2 is for the exclusive use of Parcels 3 and 4 guests. These designated guest-parking areas are to remain open for use by guests only. Guest Parking is restricted to twenty-four (24) hours maximum per guest vehicle in any consecutive seven (7) day period. Longer Periods may be agreed upon between the Property Owners entitled to use the stall. Guest Parking Stalls are not to be used by Property Owners or other residents, either permanently or temporarily, for the parking of vehicles, recreational vehicles, boats, trailers, or similar items or personal property or any other use. Vehicles using the Guest Parking Stalls are limited to seventeen feet (17') in length and shall not encroach into the Access Drive.

4. **Blanket Easement.** There is hereby created a blanket easement upon, across, over and under all of the Property for ingress, egress, installation, replacing, repairing, and maintaining all sidewalks and utilities, including but not limited to water, sewers, gas, telephones, drainage, electricity and the master television, cable or communication systems, if any.

5. **Party Fences.** Each Parcel Owner that shares a Party Fence with an adjoining Parcel and its Owner is declared to have an easement appurtenant, and the same is granted by Declarant, on, over and upon such adjoining Parcel for such Party Fence, including the right to enter upon such adjoining Parcel to service and maintain said easement and to service, maintain, repair or replace the improvements constituting the Party Fence. The entry shall be at reasonable times, after, prior notice, except that in case of emergency the right of entry shall be immediate. No Owner shall alter the shape, size, color, or construction of; or use any materials different from those used in the initial construction of such Party Fence without the written consent of the adjoining Parcel Owner(s)

6. **Maintenance and Repair Obligations:** Except as provided in Section 7 below the costs of maintenance and repair of the above easements and improvements thereon shall be borne and paid by the Owners of Parcels 1, 2, 3 and 4 of Parcel Map AG -05-198 in equal proportions, one-fourth (1/4) each Parcel. Any dispute or disagreement among the Parcel Owners regarding maintenance and repair shall be resolved by vote of the

Owners of the Parcels, each Parcel entitled to one vote. A three (3) vote majority shall resolve any dispute or disagreement.

- a. The Access Drive and Guest Parking Stalls shall be maintained, with a concrete paved surface, or other comparable surface, that provides all weather access and shall be maintained so that the driveway and parking stalls are accessible in all weather and relatively free of potholes, large cracks, or any other minor washouts or drainage outs.
- b. The Fire Department Turnaround shall be maintained with a pervious paver surface, or other comparable surface.
- c. No vehicle, boat, recreational apparatus or similar item shall be parked or left on any portion of the Access Drive or Fire Department Turnaround.
- d. The Owners agree to bear equal liability for any personal injury or property damage to any person or entity employed to make any and all repairs and maintenance undertaken as provided herein.
- e. When required, to allow the persons or entities effectuating maintenance and repairs reasonable access to their Parcels to enable the maintenance and repairs to be completed.
- f. The Owners agree to include the Access Drive Easement and other easements lying with the Owners Parcel on their property and liability insurance.

7. **Mutual Indemnity.** Except as otherwise expressly provided in this Agreement each Parcel Owner (each an "Indemnitor") shall be responsible for, and shall indemnify and hold one another harmless from and against, the cost of repairs, maintenance, and reconstruction of improvements beyond those reasonably necessary to correct normal and reasonable wear and tear, which are necessitated by or result from a particular Indemnitor's use of the Property, or any activity permitted or ordered by Indemnitor.

ARTICLE V COVENANTS AND USE RESTRICTIONS

8. **Improvements.** Any improvement, including but not limited to exterior painting, construction, installation, alteration or remodeling of any building, wall, deck, fence and landscape, made to the Parcels or Residences within the Property shall be in harmony with the external design of other structures and/or landscaping within the Project. The improvement, as a result of its appearance, location or anticipated use, will not interfere with the reasonable enjoyment of any other Owner of his or her Parcel and the improvement shall be consistent with the architectural and aesthetic standards prevailing within the Property and with the overall plan and scheme of development within the Property.

9. **Use of Parcels.**

- a. All Parcels within the Property shall be restricted to Single Family Residential Use. In no event shall a Residence be occupied by more individuals than permitted by applicable law, zoning or other local governmental regulation

*Sent Email to YAT Holub w/ Atty.
12/26/21 unpermitted City
room*

b. Each Parcel shall be conveyed as a separately designated and legally described fee simple estate, subject to this Declaration. All Parcels and the Residences and other Improvements erected or placed thereon (including, without limitation, landscaping) shall at all times be maintained in such a manner as to prevent their becoming unsightly.

c. The vegetation and landscaping on any Parcel (to include the vegetation and fence along the Access Drive, vegetation within the Fire Department Turnaround (if any) and Street Tree Easement) shall be maintained by the Parcel Owner or resident (see Exhibit C) and in such a manner as to reduce the risk of fire, prevent or retard shifting or erosion of soils, encourage the growth of indigenous ground cover and to cause the proper diversion of water into streets and natural drainage channels. Each Parcel has been engineered with regard to the grading and elevation to maximize proper drainage. Owner shall not alter the grading on the Parcel without prior written approval from City.

d. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded Parcel Map, and may be located upon, across, over, through and under any portion of the Parcels. Within these easements, no structure, planting, or other material may be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or that may change the direction of flow of water through drainage channels in the easements. The easement area of each Parcel and all improvements in or upon it shall be maintained continuously by the Owner of the Parcel, except for those improvements for which a public authority or utility company is responsible.

10. **Prohibition of Noxious Activities.** No illegal, noxious or offensive activities shall be carried out or conducted upon any Parcel nor shall anything be done within the Property, which is or could become an unreasonable annoyance or nuisance to neighboring property Owners. Without limiting the foregoing, no Owner shall permit noise, including, but not limited to barking dogs, the operation of excessive noisy HVAC, stereo/electronic amplifier systems, television systems, motor vehicles or power tools to emanate from an Owner's Parcel which would unreasonably disturb any other Owner's or tenant's enjoyment of his or her Parcel.

11. **Signs.** No commercial advertising signs or billboards shall be displayed on any Parcel except that Owners may post on their Parcels any signs required by legal proceedings and a single "For Rent," "For Lease" or "For Sale" sign of reasonable dimensions


* 12. **Business Activities.** No business or commercial activities of any kind whatsoever shall be conducted in any Residence, garage or out building or in any portion of any Parcel that is incompatible with residential use and applicable zoning laws or regulations.

13. **Garbage.** No rubbish, trash, or garbage shall be allowed to accumulate on Parcels. Any trash that is accumulated by an Owner outside the interior walls of a Residence shall be stored entirely within appropriate covered disposal containers and facilities, which shall be screened from view from any street or neighboring Parcel.

14. **Storage.** Storage of personal property on any Parcel shall be entirely within garages and enclosed storage areas.

15. **Driveway Parking and Vehicle Restrictions.** The following parking and vehicle restrictions shall apply within the Property:

(a) All driveways and garages shall be maintained in a neat and orderly condition and garage doors shall be maintained in a closed position except as necessary to permit ingress and egress of vehicles or to clean or work in the garage area.

 (b) The garages are to be used for the parking of standard passenger vehicles and trucks and shall not be converted to living quarters or work shops which will preclude the parking of the Owner's or occupant's vehicles within the garage.

(c) No motor vehicle shall be constructed, reconstructed or repaired within the Property and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, shall be stored on the Property; provided, however that the provisions of this section shall not apply to emergency vehicle repairs.

(e) Campers, boats, trailers, motorcycles, commercial vehicles and trucks in excess of three-quarter tons are not to be parked within the Property, other than within enclosed garages, except for periods not to exceed 24 hours in any 15 day period, for the purpose of loading and unloading.

(f) No vehicle exceeding seventeen feet (17') in length shall be parked in an Owner's driveway and shall not encroach into the Access Drive.

16. **Maintenance of Real Property and Landscaping.** Each Owner of a Parcel shall be responsible for maintaining the Improvements located upon his or her Parcel. Each Owner shall also be responsible for the maintenance of all the exterior landscaping and vegetation located on his or her Parcel as shown on Exhibit C, including but not limited to maintaining, watering, planting, and replanting all areas, slopes, banks, rights-of-way, easement areas and setback areas located on the portions of that Owner's Parcel so as to prevent erosion and to present an attractive, clean, and wholesome appearance at all times, and maintain property value of the neighborhood.