

APPEAL TO THE CITY COUNCIL OF THE CITY OF ARROYO GRANDE

RECEIVED
DEC 16 2021
COMMUNITY DEVELOPMENT
CITY OF ARROYO GRANDE

Date 12/17/21

Name and Address of Appellant Sharon Valienzi

[Redacted], Arroyo Grande, CA

Appeal of Vacation Rental approval @ 263" D" st 21-005
Plot plan Review 21-033 Case No.

Approved/Denied by Planning Commission on 12-7-2021
Date

Reason for Appeal ^① The Planning Com. did not follow AG MC 663,

- ② Conflict of interest occurred,
- ③ Planning Com. did not adequately take into account the special nature & location of the property.
 - a) High-Density PUD for which accommodations were made in 201
 - b) Property sits @ the end of a private drive requiring vacationers to cross three different easements for access.

Signature Sharon Valienzi

Mailing Address [Redacted], AG, CA 93420

Telephone [Redacted]

Fee - \$1,163 Receipt No. 001-00518605

Date 12/17/21

Sarah Jansky FOR CITY CLERK J. MATSON
Director of Legislative and Information Services/City Clerk

Maralyn K Sickel
[Redacted]
Arroyo Grande, CA 93420

Deborah D Sokyrka
[Redacted]
Arroyo Grande, CA 93420

Reginald Zellous
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Alan D Layshot
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Richard E Long
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Mamie K Harris
[Redacted]
Arroyo Grande, CA 93420

Renate Sohner
[Redacted]
Arroyo Grande, CA 93420

Leotha A Cook
[Redacted]
Arroyo Grande, CA 93420

265 Spruce Street AG PROP LLC
[Redacted]
Arroyo Grande, CA 93420

LC Properties Inc A La Corp
[Redacted]

Douglas A Gaye
[Redacted]
Arroyo Grande, CA 93420

Mary F Fagundes
[Redacted]

Timothy G Klein
[Redacted]
Arroyo Grande, CA 93420

Bryan Goetz
[Redacted]
Arroyo Grande, CA 93420

Rosanna Pimentel
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Stephen G Rittenhouse
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Jason Motter
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Sharon A Valienzi
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Alex W Hughson
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Kenneth & Elaine Steitz
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Colleen Regan
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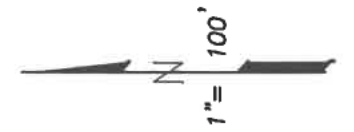
Valérie Balster
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Arroyo Grande, CA 93420

Richard & Dean Field
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Stephen C Lieberman
[Redacted]

James B Hutcherson
[Redacted]
Arroyo Grande, CA 93420

Ashley & Clabron Marshall
[Redacted]
Arroyo Grande, CA 93420



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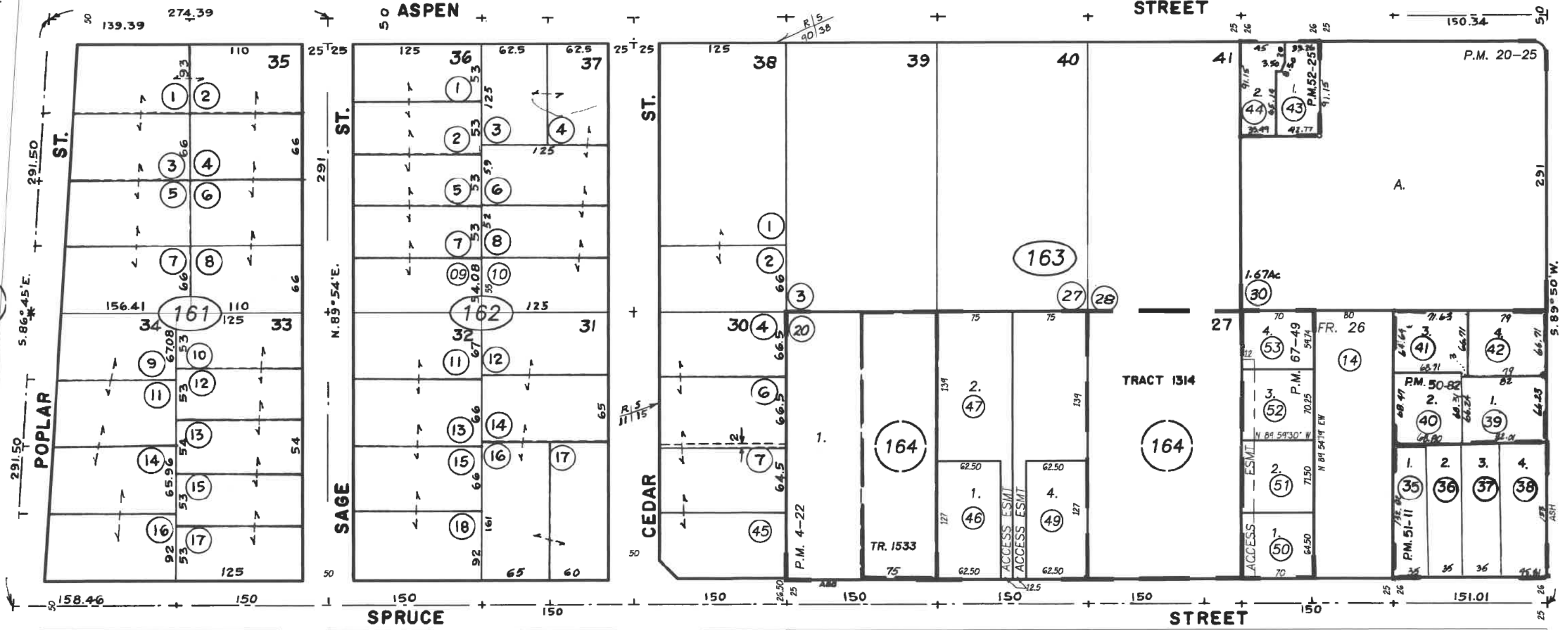
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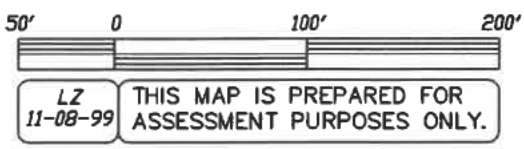
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WAS 78-053

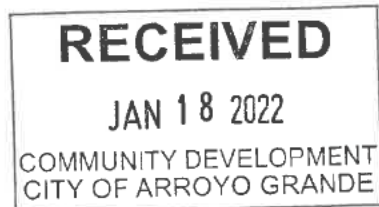
14



REVISIONS	
I.S.	DATE
NA	03-28-05
06-006	07-01-05
NA	10-27-05
07-236	11-09-06
NA	12-22-11



LZ 11-08-99 THIS MAP IS PREPARED FOR ASSESSMENT PURPOSES ONLY.



Dear AG Council Members,

I ask that you take the time to listen to the recorded session of the Planning Commission of 12-7-21. It would be most helpful to understand better our request. Thank you, Sharon Valienzi

The planning commission rejected my request to repeal the vacation rental approval at 263 "D" Spruce Street with an amendment that the garage is to be the primary parking for this vacation rental and ONLY THIS VACATION RENTAL. In fact, the AGMC does not, as stated in the minutes from 12-7-2021, have any code requirement for parking other than adequate street parking. I was told by city staff that my appeal could not be based on the unpermitted structure in the garage since no code for it was required for the vacation rental approval. That was a separate issue, yet, the board did use the removal of that structure to supposedly solve the density and parking problems that exist at this location. This action was not fair to the majority of owners and tenants at 263 Spruce Street. Two out of three board members rejected my appeal with extreme reservations. Only commissioner Martin, for the first time in board history, sided to repeal a vacation rental. Either the city of AG has a current code or it doesn't. The planning commission acted to adopt a resolution to satisfy their purposes. As I stated in my first appeal, we are a unique property and the location of this vacation rental is the problem.

The property is part of a high-density PUD for which, as stated, accommodations were made back in 2011 for set-backs and parking as well as fire response access because of the limited space and proximity to the other properties. In 2011 for the approval of the plot plan it was stated that this was not a standard approval. That is also why our CC & R's limit the size of a vehicle to be parked. There is only 10 and ½ feet from unit "D's" garage to the center of the guest parking spot. A SUV can not fit there without blocking access nor can it fit in the garage. Because unit "D" sits at the end of a private drive, that all four of us are required to maintain and repair, the city has forced units A, B and C to accommodate unit "D's" use of this private drive and allow them to cross over three different easements for their personal gain. The city of Arroyo Grande has favored one property owner over the other three on a street the city does not maintain. How is this an acceptable plan. Our CC and R's address the use of easements and limit the length of a vehicle to be parked in a driveway or guest

parking spot as well as disallows a business on their parcel. It is because of density and limited emergency response access.

On 12-7-21 commissioner Jamie Maraviglia recused herself because she lives 900 ft. from said property. I contend that commissioner Schiro should have done the same. On 12-7-21(@ 2hrs 12 mins) a public speaker stated that the vacationers that she has contended with do not go out to restaurants to eat but light up the Bar b que and get beer from the Seven Eleven. Commissioner Schiro, on tape (@ 2hrs 45mins) took offence to that statement and said "As a restaurant owner I can tell you this is completely false." He went on to say that he has spoken to many visitors to his restaurants that tell him they are tourists. He stated that tourism is "vital" to our city. I contend tourism and vacation rental occupants are "vital" to commissioner Schiro's business as well, therefore a conflict of interest exists. In fact, on 12-7-21 he left the meeting for a minute during which comments were being presented. Did he already make up his mind? He too should have recused himself since his vote directly benefits him.

ORD 663: A vacation rental not create an adverse impact on adjacent properties and must be compatible with existing use of the neighborhood. The comings and goings at all hours are not compatible with our neighborhood **on this private drive**. The owners and tenants are working people. They leave for work and they come home. They are not vacationers that are going in and out at all hours to see the sites, or out to dinner on a nightly basis. They know their neighbors and respect them.

ORD 663: Building and fire code requirements should be met. As of 12-13-2021 no inspection of unit "D" has been made, yet approval was granted on Oct. 28, 2021. No business license has been granted and no minor use permit is current with the city and to my knowledge, no city official has walked the plot to see the problem that could occur with fire and emergency aid access because of this limited space. I understand this is done after approval. Doesn't that seem backward?

ORD 663: The contact person is to be 15 mins. away 24/7. The contact person has been contacted in the past as well as the police. Laura, in unit "C" was told by the contact person that she was being rude for not allowing unit "D" to use her driveway to turn around. Laura was being awakened on a regular basis because of this behavior. Now she has had to put out cones across her driveway but must remove them and replace them each time she goes anywhere. It has become a nuisance directly to her. As stated on 12-7 she is an OR nurse and must retire and arise early to make her shift. The late arrivals and unpacking of cars and slamming of doors is not considerate to her and not in keeping with our neighborhood. The contact person was not helpful.

Commissioner Guthrie stated on 12-7-21(@ 2hrs 51mins) "Communicate the problems we have now not complain about them after the fact." We did not have the opportunity to dispute this approval before hand. It is the policy of the city to notify neighbors only after the fact of approval and not before.

Communication goes both ways. This practice has directly led to the two appeals at the cost of \$1,700.00 to us.

ORD 663: Public safety: The fire lanes have been encroached upon. The owners used the excuses that it was only for 15 mins. How many times? They said friends just stopped by for 15mins. to say good bye and blocked the fire lane or they wanted to show their car at the car show because they were sick and felt they could park their cars on unit "C's" driveway and landscaping. The owners were called to clear this up in only 15 mins. The best excuse was "We didn't know the rules". Mr.Steitz stated that the only way out safely was to use the fire turn around because the driveway is so long. Again, this location is not appropriate for a vacation rental. By simply requiring the garage to be used for parking is not going to solve the problem with the drive out or its density. As you can see by the submitted pictures there is barely room for one regular vehicle. It was stated on 12-7 that people on vacation do not act, drive, respect or park as they would in their own neighborhoods. Why would the you, the city of AG, require a neighbor to police their neighbor? The contact person was called, police have been called Airbnb has

been called. They are not required to report that to the city. To say the city has not gotten many complaints about vacation rentals is burying your head in the sand. Do you call the front desk at a hotel when a guest comes in late or drunk, shouting down the hall, to interrupt your sleep? Most of us wait to see if they quiet down once they enter the room. The fact remains your sleep was disturbed. These are their homes not a hotel. The residences should not have to put up with that.

ORD 663: Requires that a business license be obtained, a minor use permit be granted and a bed tax be paid to the city. By their own admission, Mr. and Mrs. Steitz have rented the home without approval from the city, without inspection, without minor use permit, without a business license and without paying the bed taxes to the city. They knew and ignored the CC & R's they just signed on 9-2-21. Only commissioner Martin considered those legally recorded documents when he alone rejected the approval for the vacation rental.

ORD 663: # 13 states "Violation of these requirements shall constitute grounds for revocation of the minor use permit pursuant to sec. 16.16.220." These violations have already occurred but approval was allowed anyway with the garage amendment. Before fire inspection, before minor use permit, before a business license approval they rented out the property and continue to do so today even after instructions were given to them on 12-7-21 to cease rentals until all appeals were settled. They purchased the property knowing they had CC and Rs with the intent of a vacation rental as Mr. and Mrs. Steitz stated on 12-7-21. Anyone can surmise they intended to ignore them and the city rules. That is why Mr. Martin voted the way he did. Common sense needs to be considered here. Past behavior is a clear indicator of future behavior. For the council to ignore these indicators is unfair to the owners and tenants of units A, B and C. The city has not imposed a penalty to Mr. and Mrs. Steitz of any kind for ignoring city regulations. What possible reason would there be to obey any city rules or the signed CC and R's if this is allowed to continue unchecked. Please do the right thing and repeal this vacation rental. The home at 263 "D" Spruce Street is not the right location for a vacation rental.



263 Spruce Street, Arroyo G...



Spruce St



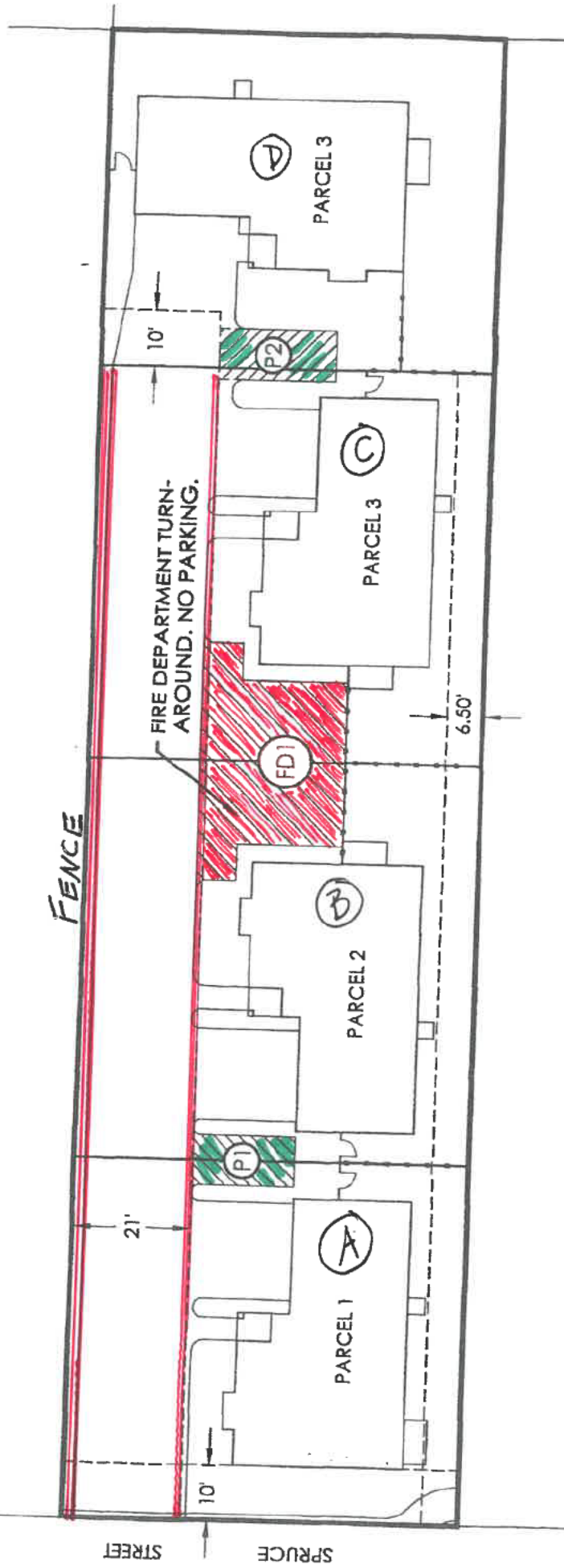
B

C

A

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LEGEND:

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

EXHIBIT "B" - PARKING & FIRE TURN-AROUND EASEMENTS
 NOT TO SCALE

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:

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

DOC#: 2012023014



Titles:	2	Pages:	13
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 Recorders 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 Halub w/ Atty
10/26/21 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.

X

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.

**ARTICLE VI
ENFORCEMENT**

17. **Enforcement of Easement Maintenance and Property Use Restrictions.** The objective of this Declaration shall be to promote and seek voluntary compliance by Owners and residents.

- a. **Default.** A Parcel Owner shall be deemed in default under this Agreement if: (a) such Parcel owner has breached any of its monetary obligations under this Agreement and has failed to cure such breach within ten (10) after written notice from another Parcel Owner specifying the nature of the breach; or (b) such Parcel Owner has breached any of its non-monetary obligations under this Agreement and has failed to cure such breach within ten (10) days after written notice from such other Parcel Owner specifying the nature of the breach; provided however, that if the nature of the breach is such that it cannot reasonably be cured within such ten (10) day period, the breaching Parcel Owner shall have additional time as may be reasonably necessary to complete its cure, so long as it has commenced to cure the breach with diligence after the applicable notice of default has be given and completed the cure within thirty (30) days after the expiration of such ten (10) day period.
- b. **Remedies.** Upon the default under this Agreement by a Parcel Owner, the non-defaulting Parcel Owner(s) shall have the right at any time to commence and prosecute any action or proceeding at law or in equity which such party may be entitled to bring, including any action to recover all damages arising out of such default.
- c. **Injunctive Relief.** If any Parcel Owner uses or attempts to use any portion of the Easements in violation of any term of this Agreement, the other Parcel Owners shall be entitled to immediately obtain a temporary restraining order or other injunctive relief to prevent such violation. Each party's right to seek and obtain injunctive relief and initiate and pursue contempt proceedings for violation of any injunction shall not limit its right to pursue any other equitable or legal remedy for any violation of this Agreement.

18. **Attorney Fees and Costs.** In the event that any person or entity brings an action for the enforcement of the provisions of this Declaration, the prevailing party in such action shall be entitled to reasonable expenses, attorney's fees and costs.

19. **Severability.** Invalidation of any one of these covenants by judgment or court order will not affect any of the other provisions, which will remain in full force and effect.

**ARTICLE VII
MISCELLANEOUS**

20. **Entire Agreement.** This Covenant and Grant of Easements contains the entire agreement between the Owners relating to the restrictions and obligations assumed by this Declaration. This Covenant and Grant of Easement may not be modified or amended

Sharon V.

From: Andrew Perez <aperez@arroyogrande.org>
Sent: Monday, November 8, 2021 9:08 AM
To: 'Sharon V.'
Cc: Brian Pedrotti; Shayna Gropen; Patrick Holub
Subject: RE: Unpermitted room

Good morning, Ms. Valienzi.

I'd like to take the opportunity to address the concerns outlined in your email from last week.

Access: The parcel map for this development indicates that there is a 21' wide private easement for drainage, utilities, ingress, and egress along the northern property line. Each of the four property owners should be keeping this easement unobstructed pursuant to the terms of the recorded document. City staff can remind the owners of Unit D of their obligations based on the map, but the City does not enforce the restrictions imposed by private easements. This would be up to the other three property owners and/or HOA, if there is one. If renters continue to park in a manner that blocks other residents, please call the person listed as the emergency contact on the postcard that you received when the permit was approved. The contact person is obligated to address issues, including parking, at the property when it is rented out. If the emergency contact is not responsive please let Patrick or myself know.

Parking: The Municipal Code does not require short term rentals to identify and provide parking for their renters. However, the owner of Unit D should be aware of the restrictions from the easement and request that their renters abide by those restrictions also.

Garage Improvements: An enforcement case has been created to address the unpermitted garage improvements. A residence of this type is required to provide two covered parking spaces in a garage, therefore the unpermitted improvements will very likely need to be demolished and the garage returned to its original configuration to meet this requirement.

If you have any further questions please let me know.

Best,



Andrew Perez
Associate Planner
Community Development, City of Arroyo Grande
Tel: 805-473-5425 | www.arroyogrande.org
300 E. Branch St. | Arroyo Grande | CA | 93420

City Hall Business Hours: M-Th 8:00 am - 5:00 pm; **Closed Fridays**

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From: Shayna Gropen
Sent: Friday, November 5, 2021 11:37 AM
To: 'Sharon V.' [REDACTED]

NO
PARKING
FIRE
LANE

SPEED
LIMIT
5
MPH

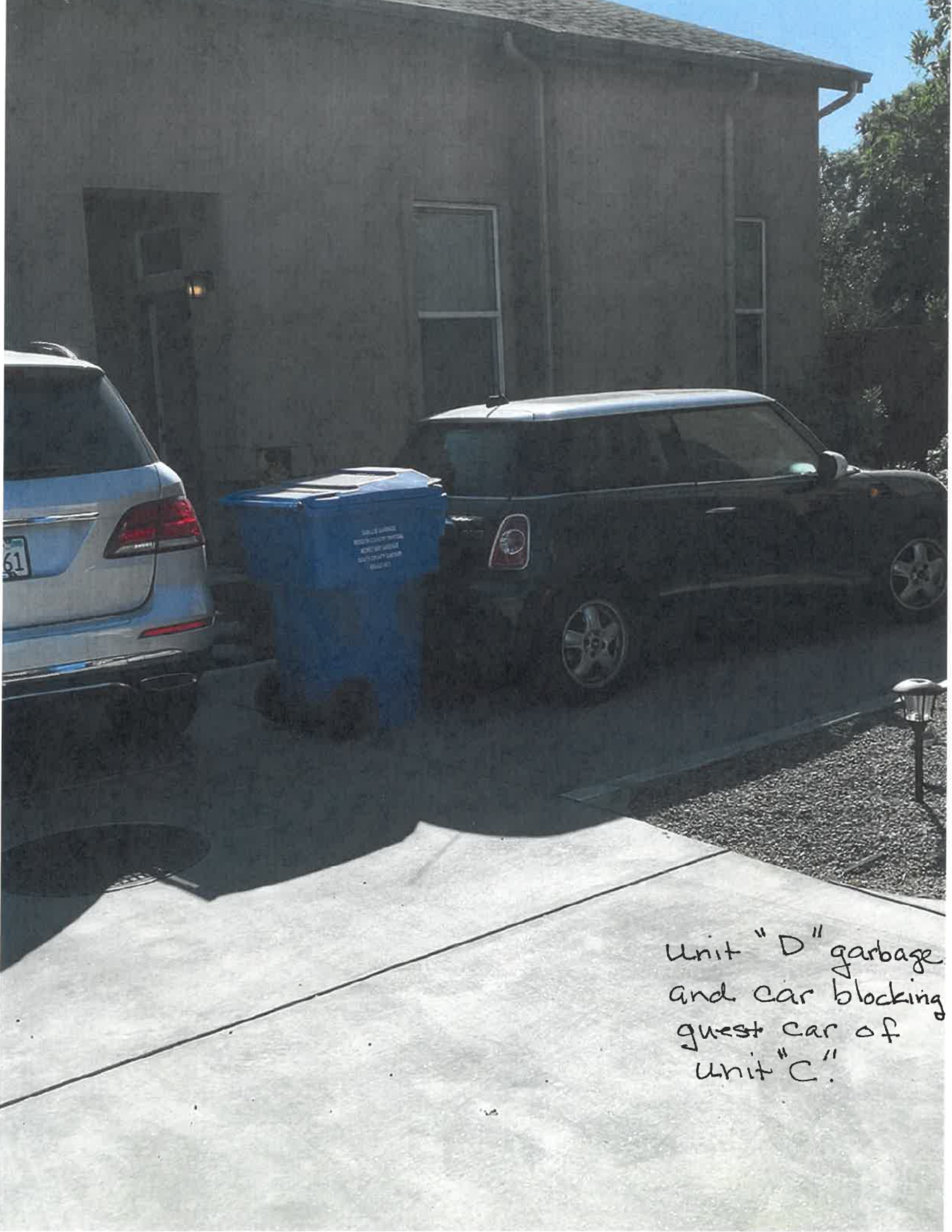
PRIVATE
PROPERTY
NO PARKING
OR STOPPING
AT ANY TIME

The Village Club
RESIDENTS
NO PARKING
OR STOPPING
AT ANY TIME

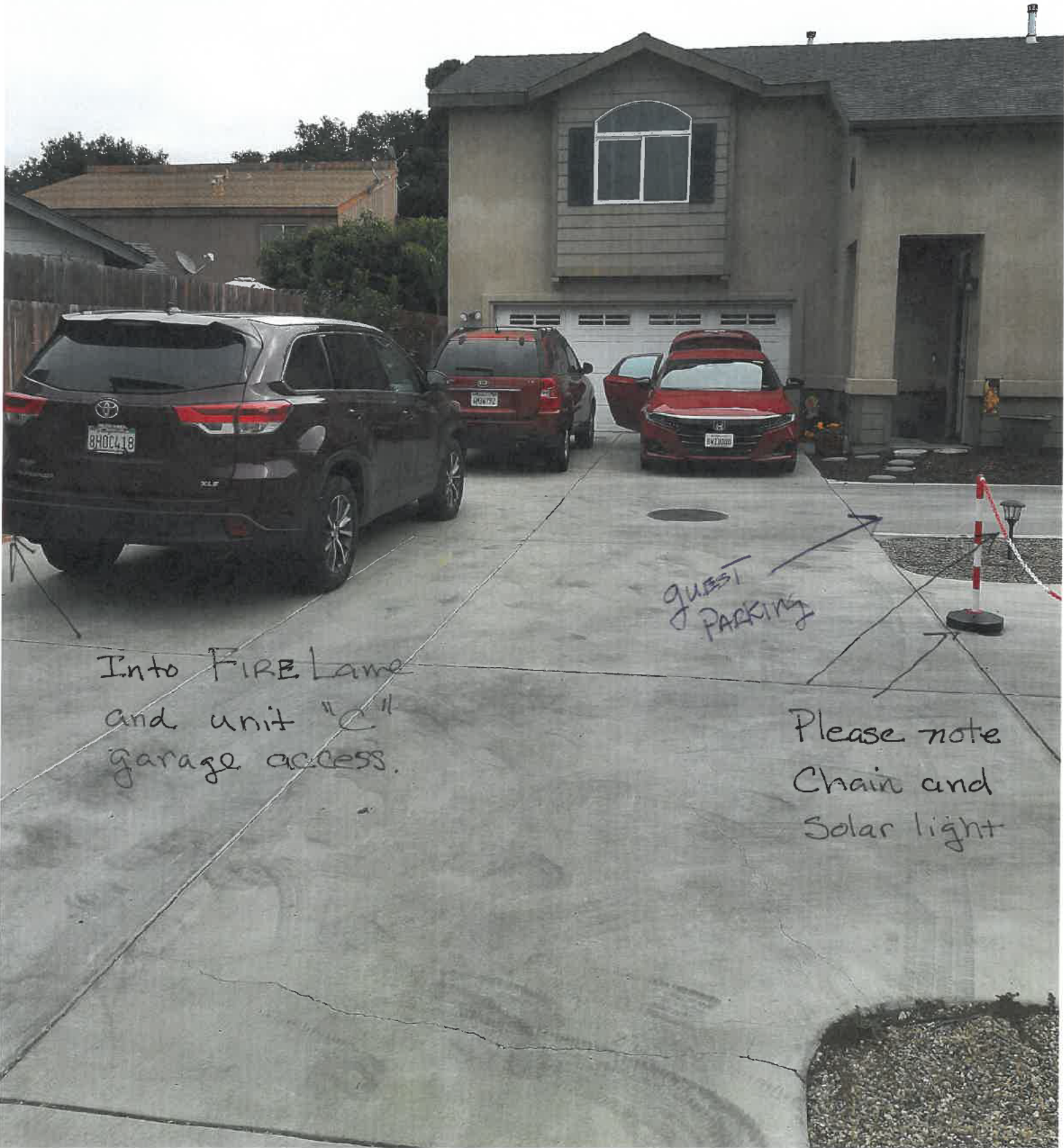
FIRE







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



Into FIRE Lane
and unit "C"
garage access.

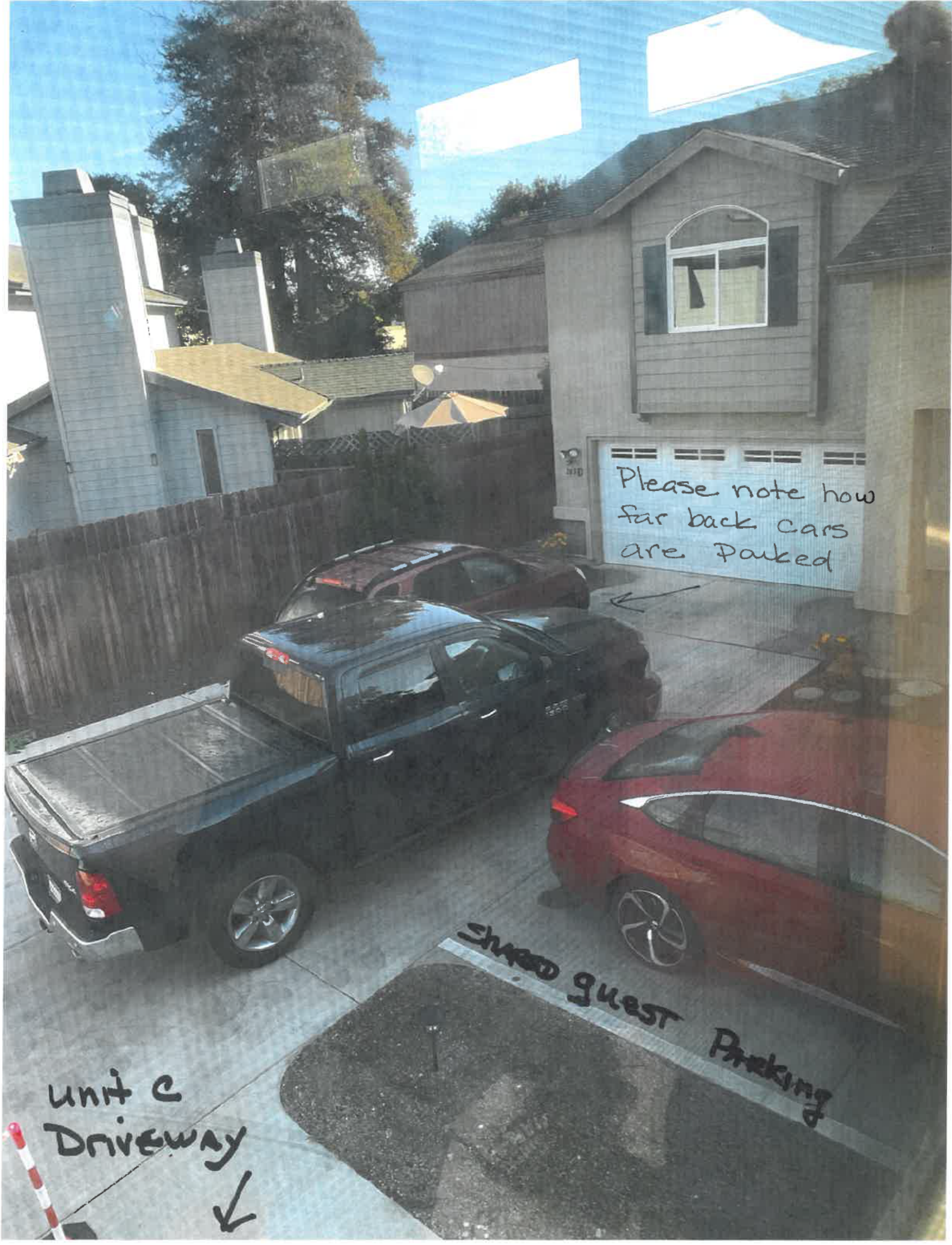
GUEST
PARKING

Please note
Chain and
Solar light

Please note how far back cars are parked

Shared guest parking

Unit C Driveway



TRAILER →

oversized TRUCK →

unit C
Driveway

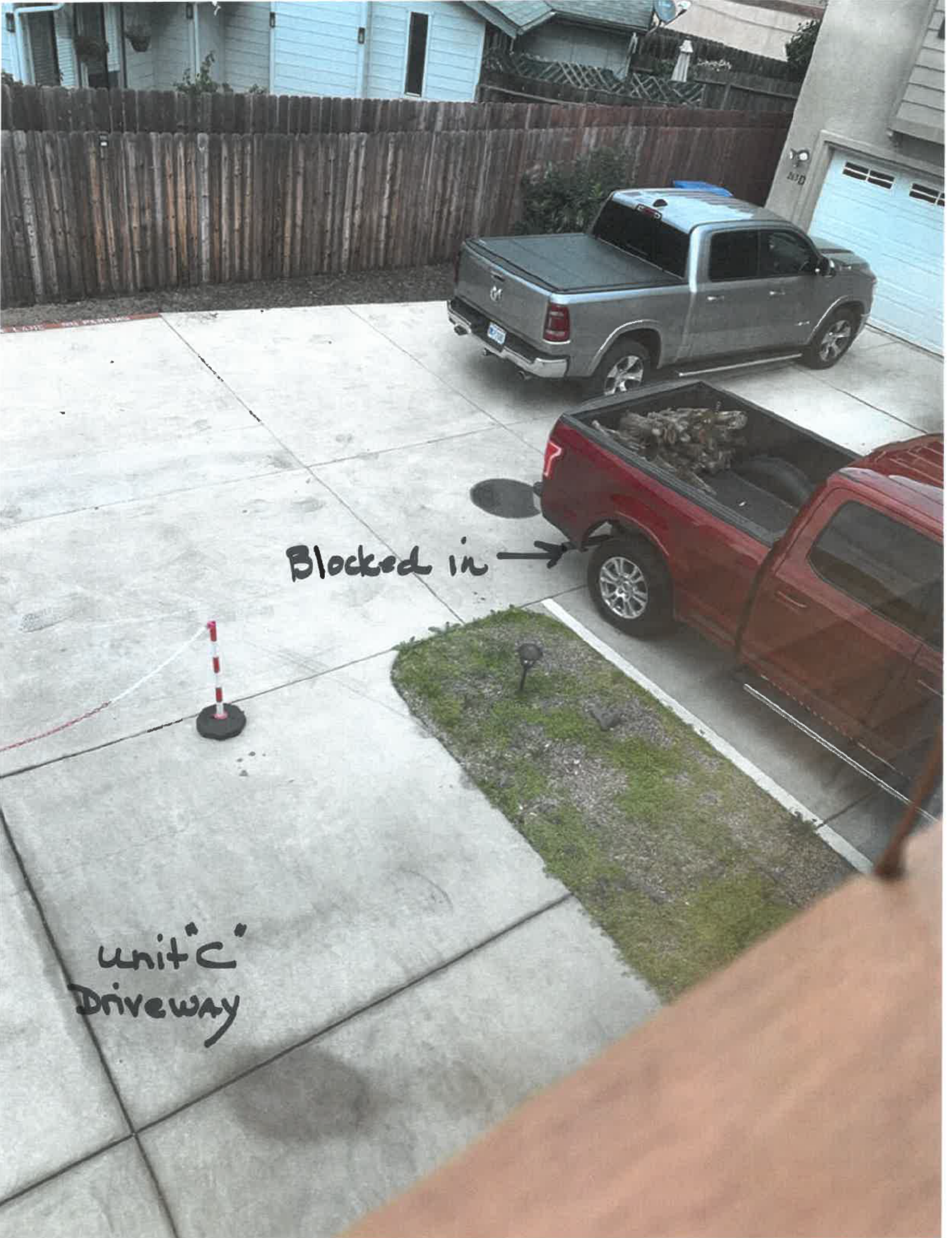
Guest
Parking

unit C
LANDSCAPE



↓
Guest Parking

Dec.
28TH
2021



Blocked in →

Unit C
Driveway

STORAGE



Room for one car only!

Ping Pong TABLE



1-10-22

