Name	Address	APN	Distance from Avrea
Lautrup	1520 Valley View Ln.	074-325-020	235 ft.
Kolliner	1544 Valley View Ln.	074-325-021	484 ft.
Stokes	2535 Irish Hills Ct.	074-325-050	673 ft
Miller	1461 Bayview Hts.	074-326-006	452 ft.
Raynor	1450 Bayview Hts.	074-325-047	225 ft.
Davidson	2555 Irish Hills Ct.	074-325-055	495 ft.
*Bean	2550 Star Ct.	074-325-063	77 ft.
*Russell	1521 Valley View	074-325-064	115 ft.

closest residences within subdivision have registered no complaints

Exhibit A
DRC 2014-00005
Oct. 3, 2014

PLANNING DEPARTMENT **HEARINGS**

AGENDA ITEM: #9_AVREA
DATE: OCTOBER 3, 2014

DO NOT REMOVE FROM **FILE**

Avrea
Bean 77 ft.
Kolliner 484 ft.
Kolliner 484 ft.
Lautrup 235 ft.
Raynor 225 ft.
Russell 115 ft.
Davidson 495 ft.
Stokes 673 ft.
Miller 452 ft.

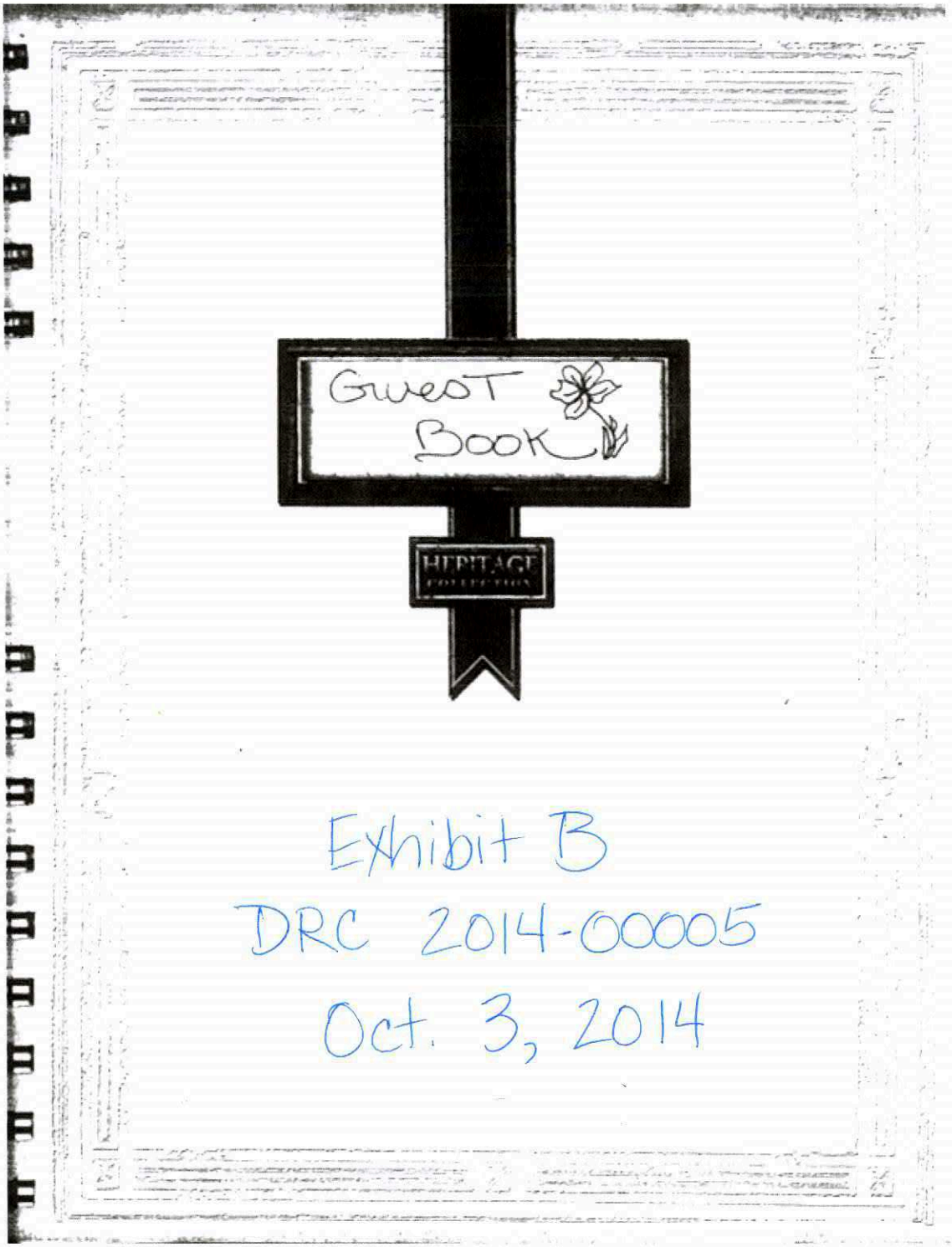

Exhibit B
DRC 2014-00005
Oct. 3, 2014

June 2, 2014

My dear John & Michelle,

The word is superb! Why? Because coming and sharing the events of these two days were absolutely superb.

John the sharing of the good news was so joy-producing. Now if the follow up of the two young men at Giuseppe's — wow! And you have a good reason to shop often at Sexall Pharmacy!

And what a special & brief weekend with Brady & Monet Mundt! A wonderful gift to all those in the congregation.

Let's keep our association close & tight as we have now for 30 years — and see if we can go for an extra 100 — to start.

Michelle we missed you so much and I hope you had a wonderful visit with your sister.

Now I leave my warm love for you two and the many in the Los Osos congregation.

Your brother,

Weldon Howze

8/16/10

I Loved staying here you guys were sooo nice - Aspen
I Loved horseback riding - Aspen
hope I come here again - Aspen

8-16

'Friendship never takes the wrong turn(s)' GoRK

19 August 2010 Ü So special that you both shared - your Delightful place, friends, surroundings, and thoroughly enjoyed this 'little' vacation... 'home-away-from-home'. Thank You John's Michelle Best of Wishes and 'Will' Come for a future visit... with Stefan GG

8.16-10

19-8 2010
Awsome house, thanks for letting us stay here. Oh, and ~~Than~~ John thanks for letting me kyak with you. - Ethan

Exhibit C
DRC 2014-00005
Oct. 3, 2014

Vacation rental REASONS sheet.pages

Reasons why 1492 Valley is uniquely qualified for vacation rental

1. Lots of distance between the immediate homes.
   30' setbacks on three sides of the home
   20' setback on one side of property
2. Off street parking for 13 cars in back of home
3. Fire sprinklers throughout the home
4. Large parcel ,,, over 1/2 acre
5. Newer home with excellent insulation for noise mitigation
6. Large landscaped privacy berms ,,, to provide privacy for guest ,,, and for neighbors

1 of 2 items

Important Home Information and Rules

Address, City, CA

Contact Phone Number: (xxx) xxx-xxxx

Check In Time: 4:00 pm **Check Out Time**: 11:00 am

PLEASE REVIEW THE HOME BINDER FOR ESSENTIAL INFORMATION ABOUT THIS HOME!

NO SMOKING IN HOME AND NO PETS ALLOWED!

If smoking outside, please close doors and windows so smoke does not blow in.

TRASH PICKUP

Pickup Day is **MONDAY**. Please empty all house trash and recycle to outside cans by 8:00 a.m. Cans are picked up house-side. Gray can–trash; Blue – recycle.

PLEASE RECYCLE!

MAXIMUM OCCUPANCY

MAXIMUM NUMBER OF OVERNIGHT GUESTS - the number of adults and children shown on your reservation contract.

MAXIMUM NUMBER OF PEOPLE ALLOWED ON THE PROPERTY AT ANY TIME - **10**. Any visiting guests must be gone by 10:00 p.m. This is a quiet residential neighborhood so please respect the permanent residents around you. Large gatherings are not allowed and this home shall not be used in combination with other vacation accommodations. This means that if you have friends or family renting other homes or residing in the area, this home is not to be used as the gathering place for the larger group. PLEASE ABIDE BY THIS RULE! If an excessive number of people are found at the property, it will be grounds for eviction with no reimbursement.

CHECKOUT

Please complete all items on Checkout List in Home Binder prior to departure.

For maintenance items effecting you stay, please contact:

Exhibit D

DRC 2014-00005

Oct 2 2014

Your Reservation Confirmation #

As your stay with us draws near, we just wanted to remind you of a few things:

Your Lock Box or Electonic Lock code to access the home is: xxxx

EARLY CHECK-IN: The check-in time for this home is as stated in the email you received from us 10 days ago. **All early check-ins must be approved by URelax Vacation Rentals by email confirmation.** We can only consider an early check-in if a guest is not departing that morning so please check the calendar for your home by clicking the link below.

DO NOT OCCUPY THE HOME BEFORE THE HOUSEKEEPER IS FINISHED. Due to insurance regulations, our housekeeping teams are required to leave the home without completion if you should occupy the home while they are still there. **Please make sure everyone in your group is aware of this policy.**

Click here to find your home and calendar: Scroll to the bottom of the page to find the calendar.

PLEASE HELP US KEEP OUR HOMES IN GOOD CONDITION

If there are any maintenance issues or damage noted when you arrive, please call the number listed in your home binder as soon as possible. Your rental includes either an insurance policy for accidental damage, a damage waiver or a cash deposit. Any unreported damage noted by our teams at checkout will be assessed against the security in place for your rental, no exceptions. Damage noted at checkout will always be attributed to your group unless reported within 24 hours of your check in time. **REMEMBER, ONLY ACCIDENTAL DAMAGE IS COVERED. EXCESS TRASH, EXCESSIVE CLEANING REQUIRED AND DELIBERATE DAMAGE WILL BE CHARGED 100% TO THE GUEST.**

MAXIMUM number of overnight guests and maximum number of people that can be present at any time is included on your key code email and reservation email and is strictly enforced.

Once you are in the home/condo, please feel free to contact us with any housekeeping or maintenance issues or any questions that you have about the property. We want to insure that your visit is the best possible experience!

Please report any damage that occurs during your visit at the time it happens. Remember you are covered for up to $3000 in damage if you have CSA insurance or a damage waiver. All coverage is offered with a $0.00 deductible.

URelax Customer Service Team

Check-in is at 4:00 p.m. Check-out is at 11:00 a.m.

THIS HOME IS NON-SMOKING.

LOCATION

This home is located at 180 Bali Street in Morro Bay. Turn left on San Jacinto at the signal heading north Highway 1. Turn right on Sandalwood Ave, drive 4 blocks and turn right on Bali St. The home will be on your left.

ACCESS INFORMATION

The house key will be in a lockbox at the property, to the right of the front door in a lockbox.

TO OPEN LOCKBOX

Step One: Enter the code provided above by pressing the numerical key pad.

Step Two: Slide the button down that says "open".

Step Three: The front face plate will pull away and give you access to the keys.

Press the clear button if the code doesn't work and try again.

***TO LOCK:* Hold in the open button and reinsert the face plate. You may have to re-enter the code.**

INFORMATION ABOUT THE HOME

MAXIMUM OCCUPANCY: 10 OVERNIGHT GUESTS INCLUDING CHILDREN.

HOME BINDER: There is a binder of useful household information located on the kitchen counter near the phone. Please review for information regarding the location of various items, house rules, checkout instructions and other house information. Local restaurant and area attractions information is also provided.

OCCUPANCY OF HOME: This is a wonderful, well-maintained vacation home and we have been directed by the owners to ensure that it stays that way! The maximum number of people permitted to stay overnight at the property is the number shown on your reservation confirmation. THE MAXIMUM NUMBER OF PEOPLE ALLOWED ON THE PROPERTY AT ANY ONE TIME IS 12. Large gatherings are not allowed and this home shall not be used in combination with other vacation accommodations. This means that if you have friends or family renting other homes or residing in the area, this home is not to be used as the gathering place for the larger group. PLEASE ABIDE BY THIS RULE! If an excessive number of people are found at the property, it will be grounds for eviction with no reimbursement. This will be strictly enforced!

GARAGE DOOR OPENER: A garage door opener is provided to guests so that you can use the garage during your stay. It will be located next to the Home Binder on the kitchen counter.

WATER HEATER: When you arrive at the home, the water heater may be turned down. It is located in the garage. If it is set on "Pilot", turn it up to "B".

BEDROOM CONFIGURATION: The master bedroom contains 1 king bed. The second bedroom has a queen and the third has a queen and a trundle bed with 2 twin mattresses. All linens are provided.

INTERNET: Wireless internet is provided. Instructions for usage is included in the Home Binder.

TVs/DVDs/STEREO/CD PLAYERS: This home has 2 TVs and a DVD player. Instructions for operation are in the Home Binder.

TOWELS AND SHEETS: All bath towels and bed linens are provided. **PLEASE DO NOT TAKE OUR BATH TOWELS OR SHEETS TO THE BEACH.**

GAS GRILL: The property has a gas grill on the patio off of the kitchen.

SUPPLIES: We provide coffee filters, plastic storage bags, plastic wrap, aluminum foil, dishwashing soap, laundry soap and other such supplies for your convenience. If you should use the last of any of these items, we would appreciate it if you would replace it for the next guests. **We cannot guarantee the availability of these items.**

CLEANING: Basic cleaning services are provided upon checkout for the fee collected. You are expected to leave the home in a reasonable state of order and cleanliness. Please review the Checkout List and complete all items on the list prior to your departure. If the home is excessively dirty or upset upon checkout, you will be assessed an additional charge for extra cleaning.

PROBLEMS:

URelax Terms and Conditions

ALL RENTALS ARE NON-SMOKING

Early check-in or late check-out times must be approved by URELAX

URELAX RESERVATION AGENT OF OWNER

Urelax is a reservation agent of the Owner or a reservation agent of a professional vacation rental management partner. Guest understands all accommodations and services are provided by the owner or the management partner in conjunction with the property owner. Guest understands all requests for service, attention to problems and the responsibility for the quality of the accommodation are outside the scope and control of Urelax. Urelax provides a guest **BILL OF RIGHTS** to assure guest satisfaction in most situations and does serve as a secondary contact for problems in reaching the owner or owners representative during your tenancy at one of the properties to address problems or concerns. Urelaxs only remedy in the event of problems experienced by the guest during their stay is a refund up to the full amount paid for the reservation. Any remedy will be in the sole discretion of Urelax as to the amount or entitlement of any refund. Guest agrees by acceptance of this agreement that the liability of Urelax under any and all circumstances is limited to the total amount paid for the reservation with Urelax.

RENTAL CONTRACT ACCEPTANCE

Please note that all online bookings are subject to review/approval and may be cancelled and deposits refunded within 48 hours should your reservation not be accepted. In addition, all units are subject to availability, which may change at any time, and all rates quoted are also subject to change at any time. If this booking was made by telephone, you may, after review of the Terms and Conditions, cancel this contract within 48 hours without any penalty. After 48 hours or your occupancy of the property, these terms and conditions are deemed accepted by renter. Some properties may have additional disclosures and waivers of liability which will be provided to you as part of the email reservation confirmation. These may also be viewed on the specific property page on the Urelax website if applicable. By accepting these Terms and Conditions, you also accept and agree to the additional rider if applicable for the property selected.

PAYMENT TERMS

If your reservation is more than 60 days in the future, we will collect a $500.00 rental deposit and a non-refundable booking fee of $49.00. The balance of your full payment is due 60 days prior to the commencement date of your rental period. By authorizing the rental deposit payment via credit card or Electronic Check (ECHECK), you are authorizing Urelax to charge your credit card/ Electronic Check (ECHECK) the balance of the total charges on the balance due date. If a balance

payment is charged a confirmation notice will be sent to you via email to confirm receipt of payment.

If you book your rental less than 60 days in advance of your stay, we will charge your full payment immediately by credit card/ Electronic Check (ECHECK) or you must otherwise arrange for immediate payment or your reservation will not be accepted.

FAILURE TO MAKE FINAL PAYMENT ON A TIMELY BASIS WILL RESULT IN THE AUTOMATIC CANCELLATION OF YOUR RESERVATION AND LOSS OF ANY DEPOSIT PAID PURSUANT TO THIS AGREEMENT'S CANCELLATION AND REFUND POLICY

CANCELLATION AND REFUND POLICY

If CANCELLATION is received 61 days or more from arrival, Urelax will refund all deposits received minus a $50.00 cancellation fee. The $49.00 booking fee charged with your booking is also non-refundable.
CANCELLATION 60 days or less from arrival, which includes a Guest's decision not to stay at a rental upon arrival, results in forfeiture of any and all collected money, except the Guest's damage deposit and cleaning fee if full payment has been made. If your reservation is cancelled 60 days or less from arrival and the full payment has not been made, the total deposit will be forfeited because the security deposit and pre-paid cleaning fee are included in the final balance payment. However, if Guest cancels a reservation for any reason and a portion of the reserved period is re-booked at the same rate, a pro-rata refund will be made for those dates re-booked. Urelax may offer the cancelled days to the public at a reduced rate. Refunds will be based only on the days rented and the actual amount collected from the replacement Guest on a per diem basis. Owner may make use of the home in the event of a cancellation with no refund due Guest. All refunds of rental and services payments whether complete or pro-rata will be subject to a $50.00 cancellation fee and $49 booking fee.

If the rental unit becomes unfit for habitation as deemed by Owner and/or Urelax, your payments are 100% refundable for any unused time at the home. Under no circumstances shall Guest be able to determine if a rental unit is unfit for habitation. To protect against cancellations caused by certain unforeseen events, such as illness, we recommend that Guests purchase travel insurance to assure refund of deposits paid. Urelax may cancel this contract for convenience with 60 days notice and issue a full refund of all payments and deposits collected.

RESERVATION CHANGE POLICY

Any CHANGES made to an existing reservation 61 days or more from arrival will be made by Urelax at no charge. Changes made to reservations 60 days or less from arrival are subject to approval by Urelax and may have special cancellation terms.

INSURANCE

It is strongly recommended that Guests purchase travel insurance and damage insurance. You are a valued Guest and we want to do everything possible to make

your trip enjoyable and worry free. Because the unforeseen and unexpected can occur before you leave or when you are away from home, we recommend CSAs Guest Cancellation Insurance Plan and CSAs Security Deposit Protection plan.

Vacation Rental Damage Protection: This Vacation Rental Damage plan covers unintentional damages to the rental unit interior that occur during your stay, provided they are disclosed to management prior to check-out. The policy will pay a maximum benefit of $3,000.00. Any damages that exceed $3,000.00 will be charged to the credit card on file. If you damage the real or personal property assigned to your rental accommodation during the trip, the Insurer will reimburse the lesser of the cost of repairs or The Actual Cash Value of the property, up to $3,000.00. Certain terms and conditions apply. Full details of the Vacation Rental Damage coverage are contained in the Description of Coverage or Insurance Policy(www.vacationrentalinsurance.com/G10VRD).

The Vacation Rental Damage can be purchased up to, and including at, check-in. By submitting payment for this plan, you authorize and request CSA Travel Protection and Insurance Services to pay directly to Urelax any amount payable under the terms and conditions of the Vacation Rental Damage. Please contact Urelax directly if you do not wish to participate in this plan or assignment.

GENERAL TERMS, CONDITIONS AND DISCLOSURES

Urelax requires that the Guest provide security against damage to and/or loss of items of the rental unit by either purchasing the CSA Security Deposit Insurance Plan or by providing a cash security deposit. Guest hereby authorizes Urelax to apply any Cash Security Deposit or insurance payment to pay for such items and to charge Guest via credit card/E-Check or by written bill for any costs beyond the amount covered by the security deposit or damage insurance.

For items not covered by the damage insurance policy, such as long distance phone calls billed to the house phone or excessive cleaning as identified by housekeeper after your departure (excessive trash disposal, excessive cleaning, upholstery or carpet cleaning required), Guest authorizes Urelax to apply any Cash Security Deposit to these charges and to charge Guest via credit card/E-Check or by written bill for any charges not covered by the security deposit. Please Note: Any private phones in a rental unit are for your convenience. Please charge all long distance calls to a credit card or third party.

If there are no damages, losses, or additional charges due to conditions stated above, any cash security deposit will be returned within 14 days after your departure.

ALL RATES are quoted on a per night basis for no more Guests than the maximum occupancy listed. Additional Guests in excess of the number disclosed when making a reservation must be disclosed to and agreed to IN WRITING by Urelax. Verbal confirmation by Urelax will not be given for additional Guests.

Exceptions to CHECK-IN and CHECK-OUT times must be approved in writing by Urelax. In the event of holdover by Guest beyond the departure date set forth in this Agreement, Guest shall pay an amount equal to three (3) times the daily rate for each and every day of such holdover. UNAPPROVED LATE CHECKOUTS OF LESS

THAN ONE DAY WILL BE CHARGED THE EQUIVALENT OF ONE FULL DAYS RENT.

Guest understands that the owners of these rentals retain the right to sell their rental at any time. In the event the vacation accommodation is sold by the owner, Urelax will use its best efforts to provide a substitute vacation accommodation to the Guest of equal or greater value, up to 100% of the value of the original agreement. If Urelax is unable to find such accommodations, then, at Urelax or Guest's option, this Agreement shall be cancelled and terminated and Urelax shall refund to Guest all payments made by Guest under this Agreement, and Urelax and Guest shall thereafter not have any liabilities or obligations to the other arising out of the unavailability of the rental property and/or Guest's travel arrangements.

Guest acknowledges that the rental owner and/or their agent retain the right to enter the rental for any reason, including showing the property to a prospective buyer. Guest agrees and acknowledges that this rental arrangement is not subject to the residential landlord/tenant code of the state in which this rental is occurring since this is not a long term residential rental.

LEGAL REMEDIES

SMALL CLAIMS COURT: Urelax and Guest agree to the use of Small Claims Court as a primary solution to any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to mediation if within the scope of the court. Small claims court fees, if any, shall be paid by the losing party. The forum for small claims court shall be solely and exclusively a court located in San Luis Obispo County, CA.

MEDIATION: Urelax and Guest agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration if the scope of the disagreement is outside the legal scope of small claims court. Mediation fees, if any, shall be paid by the losing party.

ARBITRATION OF DISPUTES: (1) Urelax and Guest agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or any attorney with at least 5 years of residential real estate law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. The parties shall have the right to discovery in accordance with California Code of Civil Procedure 1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 0 of Part III of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Interpretation of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Arbitration fees, if any, shall be paid by the losing party.

FORUM: For any dispute arising from this contractual relationship, if it is deemed that it cannot be adjudicated by Small Claims court, Mediation or Binding Arbitration as stipulated in this agreement, shall be governed by California law and shall be decided solely and exclusively by County, State or Federal Courts located in San Luis Obispo County, California. In the event the proper or selected

court is not located in San Luis Obispo County, California the closest geographic location to San Luis Obispo County, California in California shall be used. Any party who unsuccessfully challenges the enforceability of this forum selection clause shall reimburse the prevailing party for its attorney's fees, and the party prevailing in any such dispute shall be awarded its attorneys' fees.

EFFECT OF CANCELLATION

If this contract is cancelled for any reason, Guest no longer reserves the right to stay at the booked accommodation. However, this contract remains a legally binding contract and Guest agrees the CANCELLATION AND REFUND POLICY and applicable sections of the GENERAL TERMS, CONDITIONS AND DISCLOSURES and CONDITIONS OF RENTAL, and the ADDITIONAL DISCLOSURES section remain in full force and affect.
Severability: If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

RULES OF RENTAL OCCUPANCY

- Non Smoking Properties: All rentals are non-smoking inside and outside. Smoking is not allowed within 20 feet away from any door or window opening. If there is any evidence of smoking, you are responsible for the additional expenses for the remediation of all smoke odors and damage of the property with a minimum charge of $250.00.
- Reservations are for quiet residential vacation accommodations only. Therefore, parties, receptions, events, and gatherings of any kind are strictly prohibited. No additional people beyond the maximum occupancy of the house are allowed on the rental property at any one time, unless disclosed to and agreed upon by Urelax in writing.
- The number of adults and children staying at the rental must be disclosed by Guest when making the reservation. If the number of Guests in your group changes, this must be communicated in writing to Urelax. Additional Guests beyond those identified at the time of booking are not permitted and will result in an additional fee of $100 per person/per night. Urelax does not verbally confirm additional Guests. Additional Guests must be approved by Urelax in writing.
- Guest's reservation is accepted for one family or group of individuals for this accommodation only and, unless disclosed to and agreed upon by Urelax will not be used in combination with other accommodations.
- Quiet hours are from 8pm until 8am. Guest's use of the rental is subject to local noise ordinances, therefore loud amplified music is not allowed. Noise complaints are subject to local law enforcement intervention. Law

enforcement intervention will be deemed by Urelax as a breach of this Agreement and may lead to cancellation and eviction without refund.

- The premises shall be in the same condition upon departure as at check-in, normal wear and tear excepted. Excessive cleaning, carpet staining, excessive trash or other guest created exception items will incur extra cleaning or restoration costs. Urelax will make a full accounting of any additional charges and Guest approves these additional charges to be posted to the credit card supplied in conjunction with this reservation. Guest agrees and allows Urelax up 7 days to evaluate, present an accounting, and process a charge to the credit card on file for any additional costs incurred by or estimated to Urelax for the restoration of the premises to the pre rental condition.
- Guest may not sublet or assign this Agreement.
- The Guest named in this agreement represents that they will be physically present for the term of the rental and are not renting the premises for another individual or group.
- Guest may cook only in areas specifically designated for cooking in the rental.
- Guest must immediately notify Urelax of any fire or other damage or injury to the rental or any person on the rental property.
- Guest shall be liable for all acts of the family, invitees, employees, or other persons invited onto the rental property by Guest.
- Guest shall be responsible to return all keys and gate or garage door openers upon departure. Lost keys or openers will be charged to the guest, usually $25 per door key and $50 per garage door opener.
- Guest shall abide by the House Rules of the Owner and/or the Condominium Association as provided to Guest upon check-in.
- Guest shall not have any pets on the premises or in the rental unit unless authorized by Urelax and stipulated in the rental contract. The type and number of pets shall be specifically identified and authorized by Urelax. Guest agrees to follow specific pet policy of the rental unit reserved. No other pets are allowed on the premises other than those identified in the contract. If pets are found in any home that does not allow pets, you are responsible for the additional expenses required to remove all evidence of the pet and any damage caused by the pet with a minimum charge of $250.00.
- Guest understands that Urelax cannot guarantee that adjacent properties will be free from disturbances and/or not be under construction, being repaired or maintained in any way, or that State construction projects will not be in progress around the rental unit. Construction on adjacent properties or construction conducted by the State is not reason for termination of this agreement, nor is it a reason for the refund of any monies to Guest.
- Lost or Stolen Items: Urelax is not responsible for any personal items which may be lost or stolen from your rental. Always lock all of the doors and windows when you leave the property (even if you are not on the ground floor). Do not leave your valuables in plain sight.
- Any issues Guest has with the rental must be reported immediately to Urelax via the phone number listed in the rental unit's directions and entry instructions. Owner and Urelax have a reasonable amount of time to restore rental to acceptable conditions. Any issues presented after check out cannot be remedied and are not cause for compensation to Guest.

- Guest shall not permit any use of a pool or Jacuzzi by unsupervised children or other persons not included in the reservation and shall keep pool gates closed at all times. Guest and other invitees shall use the pool and Jacuzzi at their own risk.

AS A REMEDY FOR VIOLATION OF ANY OF THE STATED RULES OF RENTAL OCCUPANCY IN THIS AGREEMENT, URELAX HAS THE RIGHT, BUT IS NOT LIMITED OR REQUIRED TO, TERMINATE THIS AGREEMENT AND EVICT THE GUEST FROM THE RENTAL WITHOUT ANY REFUND OF COLLECTED MONEY AND MAY KEEP ALL OR ANY PORTION OF THE SECURITY DEPOSIT.

ADDITIONAL DISCLOSURES

Urelax acts only as an intermediary for the owners providing accommodations, and services to Guest. Under no circumstances shall Urelax, managing agents, owners of rental, and/or their respective employees be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise whatsoever, caused or incurred whether arising in contract, or otherwise in law or equity as a result of rendering of the services or accommodations as described in this Agreement or as a result of any delay(s), substitution(s), rescheduling(s) or change(s) in the services or accommodations arranged by Urelax. Additionally, Urelax, managing agents, rental owners, and/or their respective employees shall not be responsible for any loss, expense, damages, claims or injury direct, indirect, consequential or otherwise caused by reason of military actions, acts of God, or by any agents, employees, subcontractors, servants or services as provided or substituted. Urelax at all times will act in good faith and use its best efforts when required under this Agreement to substitute with accommodations or services of a type comparable to those contracted. Urelax reserves the right to refuse or discontinue service to any person(s) and/or to rescind any contract for accommodations or Guest services and Urelax will not be liable under any circumstances, including substitutions, to refund any unused portion of booked accommodations or services. Urelax, managing agents, rental owners, and/or their respective employees are not responsible for theft or damage of personal property and no refunds will be given for any such occurrences. Guest and all occupants have been advised not to leave personal articles in locked vehicles, even if in the trunk; to always lock their vehicle; to always secure the rental. If renting bicycles or any vehicles, Guests are strongly encouraged to arrange for additional insurance, which provides adequate protection in the event of damage or theft arising out of such activities.

Certain websites allow reviews that are unchecked with regard to reasonable sentiment. Renter agrees that even minor unreasonable negative sentiment can unjustly cause damages to owners future business. Therefore, Renter accepts and is hereby notified that homeowner and Urelax do not participate in reviews from websites that are not owned or controlled by homeowner or Urelax and the business transaction between all parties should remain private. This Paragraph is a material provision of this agreement. All communications related to this transaction shall remain private. Specifically, renter and invited guests agree not to criticize, make any statement which disparages or post any review on any website unless requested in writing by the homeowner or Urelax. If any review is posted by Renter or invitee thereof, and found to contain unreasonable negative sentiment in the sole opinion of the homeowner or Beach-N Bay Getaways and is

not removed within 72 hours (the Review) of notice by owner or Urelax to renter, renter agrees that a copy of this rental agreement shall serve as renters full authorization to request and oblige the third party or website displaying the Review to remove it promptly upon request by homeowner or Urelax. Failure or, inability to remove the Review will be considered a breach of this Agreement, and homeowner or Urelax will consider this act to have irreparably harmed by loss of business and goodwill due to violation of this provision. In this event, homeowner or Urelax will seek damages of up to $10,000.00 from renter and renter agrees to pay all such damages requested by owner or Urelax upon written demand. Enforcement of this provision shall be under the legal remedies section of this rental contract as the sole and absolute remedy for any disagreement between the parties.

Guest acknowledges that, if all rental monies have been paid, the maximum recourse the Guest has against Urelax for any alleged breach of this Agreement is the amount of the rental paid or to be paid to Urelax arising out of this Agreement.

DISCLAIMER

The above rental information, while deemed reliable, is not guaranteed. Changes in bedding, furnishings, inventory, amenities, and or decor occur from time to time and such changes will not void or alter the terms of the rental and is not a valid reason for cancellation.

REV 12/13

Vacation Rentals

Inbox x

Jeff Edwards <jhedwardscompany@gmail.com> Sep 22 (9 days ago)

to Jim

Hi Jim,
How do I find out where all the licensed vacation rentals are here in Los Osos.
Can you help?
Thanks,
Julie

Julie Tacker
Administrative Assistant

J.H. Edwards Company
P.O. Box 6070
Los Osos, CA 93412
805.235.0873 - Jeff
805.235-8262 - Julie
805-528-3569 - Office

Exhibit E
DRC 2014-00005
Oct. 3, 2014

jerb@co.slo.ca.us Sep 22 (9 days ago)

to me

Here you go.

From: Jim Erb/AC/COSLO
To: Justin Cooley/TreasTax/COSLO@Wings
Date: 09/22/2014 02:57 PM
Subject: Fw: Vacation Rentals

Do you have a report specific to Los Osos?

James P. Erb, CPA
County Auditor-Controller
Treasurer-Tax Collector
Public Administrator
1055 Monterey St., Room D220
County Government Center
San Luis Obispo, CA 93408
(805)788-2964
----- Forwarded by Jim Erb/AC/COSLO on 09/22/2014 02:57 PM -----

Account #	Start date	DBA	Bus address	Bus City, State
0000252	11/1/2003	Nick & Maggie Juren	1186 7TH ST	LOS OSOS, CA 93402
0000388	2/13/2007	Morro Bay Luxury Rentals	264 BOWIE DR	LOS OSOS, CA 93402
0000405	6/12/2007	Michael Deldin	2736 PECHO VALLEY RD	LOS OSOS, CA 93402
0000778	10/1/2008	Arthur J. Hutchins	1156 11TH ST	LOS OSOS, CA 93402
0000779	10/1/2008	Fred Simpson	1197 11TH ST	LOS OSOS, CA 93402
0000922	11/1/2008	Morro Bay Luxury Rentals	280 TRAVIS DR	LOS OSOS, CA 93402
0000980	7/1/2009	Ernest & Kathryn Rossi	125 HOWARD AVE	LOS OSOS, CA 93402
0000981	7/1/2009	Ernest & Kathryn Rossi	304 GROVE ST	LOS OSOS, CA 93402
0000982	7/1/2009	Ernest & Kathryn Rossi	560 BAYWOOD WAY	LOS OSOS, CA 93402
0000989	8/1/2009	John F. Swift	3698 CLARK VALLEY RD	LOS OSOS, CA 93402
0001171	8/26/2011	Green Cottage on Morro Bay	356 MITCHELL DR	LOS OSOS, CA 93402
6000762	1/20/2012	Ernest J. Perevoski	515 ASH ST	LOS OSOS, CA 93402
6002489	5/9/2014	2735 Nokomis Court	2735 NOKOMIS CT	LOS OSOS, CA 93402-4115
6002587	7/1/2014	The Simon House	135 HOWARD AVE	LOS OSOS, CA 93402

vacation rental's

Jeff Edwards <jhedwardscompany@gmail.com> Sep 24 (6 days ago)

to atrinidade, bcc: John

Hi Art,
Hope all is well.
There continues to be a lot of discussion about vacation rental's and violations. Please furnish the most current data on violations associated with the operation of licensed vacation rentals in the coastal zone. This is distinguished from those vacation rentals operating outside of the County rules.
I remember the last time I heard about violations there were few to none. Is that still the case?
Thanks for your help. Please let me know if you have any questions.
Jeff
235-0873

Julie Tacker
Administrative Assistant

J.H. Edwards Company
P.O. Box 6070
Los Osos, CA 93412

atrinidade@co.slo.ca.us 2:45 PM (22 hours ago)

to me, pwarren

Jeff, we typically get no more than 2-3 per month. Mostly on suspicious rentals that have no license, but on occasion complaints on non compliance with standards. We have not found any violations, mostly due to the simple fact that no reports to the Sheriff have been made and the complaints to us come in after the guests have left. I have not done a database search as this would be time consuming. If you want exact numbers please submit a PRA. Thanks. Art.

Art Trinidade
Code Enforcement Chief Investigator
San Luis Obispo County
976 Osos Street Ste 300
San Luis Obispo CA 93408
(805) 781-5705

Exhibit F
DRC 2014-00005
Oct. 3, 2014

Ron Lautrup
1520 Valley View Drive, Los Osos, CA 93402

San Luis Obispo County Planning & Building Department
976 Osos Street – Room 300
San Luis Obispo, California 93408

Re: John Avera Minor Use Permit
County file number DRC 2014-00005

To: The San Luis Obispo County Planning & Building Department

Dear Planning and Building Department,

In addition to the objections being presented and voiced here today, I would like to offer objection from perhaps a different perspective.

My first and most grave point has to do with the neighborhood's general location and unforeseen problems that could arise from allowing the Use Permit in question. This neighborhood is meaningfully remote and isolated; some might call it rural or a rural setting. Within immediate proximity to the property in question are 4 families, all with young children and all 4 families are homeowners; there are 8 young children in total. Given the physical setting that is remote and private, my greatest concern is the safety of these eight young children. All these families and their children live within 4 lots (to the east) of the property in question. Allowing the Use Permit would escalate the chances these children have to come into contact with unknown elements and unknown individuals right in their own backyards. The risk for any kind of harm coming to these children is far too great to grant the Use Permit in question.

Along the same lines as my first point, the risk to the neighborhood's safety, both person and property, is elevated! To have a neighborhood such as ours that is remote, quite, rural, and has no street lights subject to come and go vacationers with no stake in the neighbor's wellbeing poses a threat. To give an example: Criminals can be savvy. Given the physical location and general demographic of the neighborhood, why not vacation rent a house like this and "stake out' the neighborhood for future crimes, by themselves or unknown accomplices? The County has a primary responsibility to protect the wellbeing of this neighborhood and it's property owners. Additionally, The County has a responsibility to ensure and protect both the existing quality of life and the property values of the neighborhood as a whole. Granting this Use Permit would be contrary to The County's role of responsibility to the neighborhood and it's property owners.

My last point will likely be addressed by others and has to do with traffic safety. The property in question is located at the highest elevation on Valley View and directly on a bend in the road. It is a very dangerous corner when encountering traffic. Since the property in question was built, owners, guests, and tenants have parked cars on the street. The result has been many "close calls" and an overall unsafe situation. A result of granting the Use Permit will further heighten this potential problem. Do we need to wait for an accident or possibly worse to take this point to heart?

Thank you for your consideration.

Sincerely,

Ron Lautrup
October 3, 2014

PLANNING DEPARTMENT HEARINGS

AGENDA ITEM: #9 – AVREA
DATE: OCTOBER 3, 2014

DO NOT REMOVE FROM FILE

ROY STUEBINGER, ARCHITECT
1541 Valley View Drive Los Osos, California 93402
stuebinger@charter.net

San Luis Obispo County Planning & Building Department
976 Osos Street – Room 300
San Luis Obispo, California 93408

Re: John Avera Minor Use Permit
County file number DRC 2014-00005

To the San Luis Obispo County Planning & Building Department :

The proposed John Avera Minor Use Permit does not meet zoning requirements. The neighborhood in which the proposed permit is located is zoned to be single family residences on one acre of land. The house in which this permit would be used is neither a single family residence nor is it built on one acre of land.

The original building permit was questionable from the start. The house was built as a two family residence on about a third of an acre. The original owner got approval for the two family situation based on the condition that he and his wife would live in one section of the house with a full kitchen, and his son and daughter-in-law would live in another section of the house with their own full kitchen. Two months after the house was completed, both families moved out and put the house up for sale.

Now the neighborhood is stuck not only with a nonconforming residence, but the new owners want to compound the problem by turning it into a commercial multi-person residence, adding insult to injury, adversely affecting the neighborhood, and further breaking the existing zoning laws. There would be obvious negative consequences of converting the house to rental property. The house shares a small cul-de-sac (Starr Court) with one other developed property (the Bean residence) and one undeveloped property (owner unknown to me). This undeveloped property would also share access through that small cul-de-sac. With just the two developed properties there already exists a minor parking problem, which becomes a greater problem when one or the other has visitors. What kind of parking problem will exist when the undeveloped property is finally developed and this minor use permit is allowed? 5 to 10 more cars will be looking for space on the street in front or near the referenced property. This is a dead end street, most of which is a private road. The residents of the private road, of which I am one, will not allow that additional parking to overflow onto their road. Besides the added traffic on our private road looking for an exit that does not exist, there are the unforeseen consequences of allowing a multi-person rental property into this quiet neighborhood that are daunting.

In conclusion, this minor conditional use permit must be denied. The proposed use does not meet zoning laws and does not fit in the neighborhood. Converting this residence to multi-person rental property would have both obvious and unforeseen negative impact on the existing residences, and has no precedence in the surrounding area.

Before any judgment is made, the three properties most affected by this minor use permit should be consulted. Two of the property owners share the small cul-de-sac (Mr.Eric Bean is one), and the third is immediately across the street (Mr.Kurt Russell).

Thank you for your time and consideration,

Roy Stuebinger, Architect / Town Planner

PLANNING DEPARTMENT **HEARINGS**

AGENDA ITEM: #9 - AVREA
DATE: OCTOBER 3, 2014

DO NOT REMOVE FROM **FILE**

PLANNING DEPARTMENT HEARINGS
AGENDA ITEM: #9 - AVREA
DATE: OCTOBER 3, 2014
DO NOT REMOVE FROM FILE

October 2, 2014

County File Number: DRC2014-00005

We the undersigned residing on Valley View Drive and the neighboring Irish Hills Court all opposed the granting of a Minor Use Permit / Coastal Development Permit to allow an existing single family residence to be used as a residential vacation rental.

The proposed project is located at 1492 Valley View Drive, in Los Osos.

The applicant is John Avera.

These are some (not all) of the concerns we all share:

This is a single-family neighborhood. The proposed property is by all accounts non-conforming as it is a two family residence on an undersized lot. The addition of potentially ten (10) vacationers and their vehicles would impact this small relatively rural neighborhood.

This is not a thru road, and there is already minimal clearance for Emergency Vehicle access. While the applicant claims all parking would be required to be onsite, there is no way of enforcing this. If vehicles were to park in front of the home, access is very restrictive. The potential exists for 5 or cars more at any given time.

There is an approved undeveloped parcel to the North of the proposed project, which will eventually impact ingress and egress to the site, compounding the problem even more.

This is not a recreation or vacation setting. We are a small group of homes sharing a common interest in our environs. There are families with children, children on horses, and an array of family pets.

THIS IS A FIRE HAZARD ZONE, for which we all pay additional fees. The potential danger form someone who is not familiar with the area and unaware of this is huge.

We all hope you will consider this proposal carefully. John and his wife have been good neighbors, but we believe this is their attempt to aide in the sale of the property, which has been on the market for well over a year. It therefore could become year around investment income for a buyer, and no longer a single-family home. Granting this permit IS NOT In the interest of the neighborhood.

Yours respectfully,

Yours respectfully,

Tom & Barbara Stokes

2530 Irish Hills ct

Nancy Tolliner & Ned Long

1544 Valley View Ln.

Myles & Suzanne Morrison

2575 Irish Hills Ct., Los Osos, CA.

Patricia Davidson Leonard David

2555 Irish Hills Court.

Gloria Jean Russell

1521 Valley View Ln.

Joanna Burns & Matthew Moore

1606 Valley View Dr.

Los Osos, CA 93402

Matthew Moore

Kristine & Ron Lautrup

1520 Valley View Dr. Los Osos

Joanne + Jerry Brown

2510 La Mirada Lane

MIKE O'CONNOR

2515 La Mirada Lane, Los Osos

October 1, 2014

RE: County File # DRC2014-00005

Parcel: 074-325-062

We the homeowner residents on the adjoining street of La Mirada Lane wish to express our concerns over the proposed conversion of a single family residential home into a multi-unit rental property. We seek only to preserve and protect the natural beauty and character of the area.

Our main concern is the change of status from the current "low density, residential neighborhood" to a higher density area with the incumbent impact on resources, infrastructure, and environment, specifically:

Septic and Wastewater: This area is exempt from the new sewer system in part because of its low density and larger lot size. This parcel is part of a "cluster" development with 3 other parcels septic systems in close proximity at the top of the hill bordering the Los Osos Oaks State Preserve. This conversion would increase waste water/effluence 4X or more and potentially impact the Preserve.

Water: Already in short supply and a prominent topic in all new building/development this conversion would increase demand for water at least 4X for this single property.

Parking/Traffic/Emergency Services: There is only one, narrow road, Bayview Heights Drive, providing access and departure for all of the homes and streets in the Bayview Heights Area. Valley View, where this property faces, is not wide enough to accommodate 2 way traffic when cars are parked there now.

In addition to routine resident traffic, there are horses, children, people walking with dogs, joggers, bicyclists, and others who enjoy and share this road and it must remain accessible for emergency services.

Most of the residents have lived here a long time. We chose this area and stay because we respect and appreciate the natural beauty and absence of intrusion from traffic, noise, lights and crime.

We respectfully request that you deny this request for conversion.

Randall A Palmer
Shirley L. Palmer
2630 - La Mirada Ln

2510 La Mirada Lane