

To: County Board of Supervisors
From: Bonnie Freeman
Date: September 25, 2017
Re: STR Ordinance 160RD-00000-00009 (LUDC Amendments)

Chair Hartmann and Fellow Supervisors,

First, heartfelt thanks for the long sought after Short-Term Rental Ban on whole house rentals in Residential and AG-1 zones at the June 6th Hearing. I was unable to attend but saw the replay later. Special thanks to Supervisor Wolf and her staff for their invaluable help throughout the past 9 years. Please adopt and finalize (sign) this STR Ordinance today.

Thanks as well to Staff for their work on this Ban and the preparation to address Homestays and how to regulate same for this upcoming Hearing.

There's no question that an allowance for a Homestay Ordinance will require more resources from the County to administer and enforce this otherwise alternate form of an STR.

It would be preferable to have a clean slate but if we are reluctantly left to accept Homestays then there needs to be extraordinary regulations and enforcement tools to keep this in conformity. It's vitally critical to avoid the same division in communities that came about from the negative STR invasion in residential zones these past 8 plus years.

For the safety, continuity, and character of our housing communities, including single family homes, apartments, condos, and duplexes in allowed zoning districts, please cover the following Homestay requirements:

1. One year land use Permit required that is renewable annually and revokable.
2. Homestay permitted only to the legal owner of a primary residence. *
*(I believe it's an enormous loophole if long-term renters (over 30 days) are allowed to operate a Homestay with owner's permission. If no way around equal protection clause then require a minimum 1-year lease)
3. Permitted owner must be on the premises during the rental period, and a contact number provided to residents within a 300 yard perimeter.
4. Limited numbers of Homestay Permits, not to exceed 3% of a defined cluster of homes that are considered part of a designated community. **
**(I don't know how to specify housing areas - planner help needed)
5. No more than 1 Homestay permit per 12 continuous parcels.
6. Same standards as for a hotel or B&B including fire, building and health/safety codes. Handicap access and railings where required.
7. Two persons per bedroom, maximum limit of 2 bedrooms per unit.
8. Off street parking made available for 1 car per bedroom with visitors being limited to temporary parking only with permission of owner.
10. No cabanas, guest houses, art studios, garages, or ADUs/granny flats to be used as a Homestay.
11. Homestay operator shall abide by the Conditions and Restrictions of an Association or housing collective with good neighbor policies.
12. Cut off noises heard beyond the dwelling between the hours of 10p – 8am.
13. Inspection required before any rentals are allowed with another at the end of one year and/or renewal of the permit.
14. Put a cap on the number of days per year that a Homestay can operate. ***
*** (it varies in other counties, planners could submit a restrictive use)

15. Minimum of 3 to 4 enforcement officers to handle the ban on whole house STRs and enforcement of Homestay restrictions. **Tiered fines and subpoena power critical.**
16. Establish a 24 hour complaint hotline along with a printed handout of the allowed Homestay uses for neighbors and Associations to educate their communities..
17. Consider a one year moratorium on Homestays after the Whole House Ban goes into effect in order to monitor and evaluate how/if the ban is working.

Thank you for protecting our housing stock and limiting commercial ventures in our residential neighborhoods.

Sincerely,

Bonnie Freeman, Citizen, Homeowner, Community Activist
More Mesa Shores Resident (1992-2016)
Committee Member, EGV Community Plan

Thank you again, to the new and ongoing Supervisors, for the work you do.

Bonnie Freeman

Community advocate for preserving the character of Santa Barbara County residential zones, urban agriculture, and Public Open Spaces

Lenzi, Chelsea

From: Callie Gleason <callie@refugioranch.com>
Sent: Wednesday, September 13, 2017 2:34 PM
To: sbcob
Subject: STR Ordinance

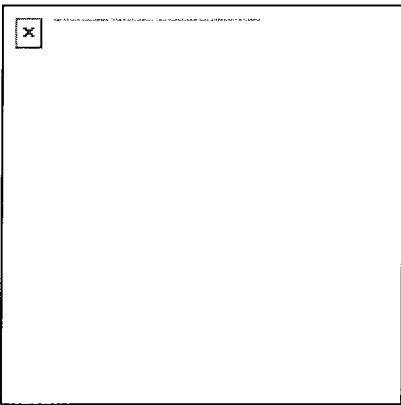
Hello,

I'm a Partner and family business owner of 2 wineries in the Santa Barbara County area and I'm writing to express my support of STRs on AG land of all kinds.

Santa Barbara County wine regions are underperforming, in large part due to the restrictions that prohibit us from providing the same wine-centric experiences that other areas like Paso Robles are providing tourists. The SB wine country is critical to our county's prosperity - jobs, taxes, income, beautification of the land, and more. We don't want frat parties on our land - we want responsible food and wine loving tourists who want a wholesome experience. Let us provide them with those experiences by allowing STRs on AG land.

Thank you for your service.

Best,
Callie Gleason



Callie Gleason
Sales Director / Partner
Wine Club Manager
404.406.9052
www.refugioranch.com

Lenzi, Chelsea

From: Carol Peterson <lesher@verizon.net>
Sent: Tuesday, September 26, 2017 12:52 PM
To: sbcob
Subject: Short Term Renters

Board of Supervisors

We are in support of short term vacation rentals on AG 1 +in Santa Barbara County. We do a lot of travel and it is so nice to all stay together instead of everyone going to their separate rooms.

Please support this.

Thank you
Carol Leshner
Solvang

Lenzi, Chelsea

From: chloe@longoriawine.com
Sent: Wednesday, September 13, 2017 12:38 PM
To: sbcob
Subject: Opposition of Airbnb ban in SB County

To whom it may concern,

I am emailing to voice my concern regarding the potential ban of Airbnb's in Santa Barbara County. This would have a very negative affect on local wineries including where I work, Longoria Wines in Lompoc. Over 60% of our clientele are located outside of the county, which would mean they would be staying at local hotels and/or Airbnb's while visiting the area.

I understand there is frustration from residents due to noise, traffic, and parking. But these can all be resolved with local ordinances, not banning Airbnb's all together. I recently stayed at an Airbnb in Palm Springs and they explained to us there were multiple city ordinances regarding these exact issues that we needed to abide by. We had to park in a designated area, quiet hours were between 10pm-9am, and specific check-in/check-out times to prevent heavy traffic in the area.

Please consider placing new specific ordinances in the county instead of banning Airbnb. Local business that depend on tourism would be eternally grateful.

Thank you,
Chloe

Lenzi, Chelsea

From: Dan Kessler <ddk@kesslerhaakwine.com>
Sent: Monday, September 11, 2017 9:04 AM
To: sbcob
Subject: Short Term Rental (STR) Ordinance

Dear Supervisors,

For the Supervisors October 3rd meeting, you plan to review an STR Ordinance from staff that bans STRs in: Residential zones; AG-I Zones (40 acres or less) but with a “home stay” exception; and AG - II Zones (40+ acres) but with a “farm stay” exception. The complaints against STRs are noise, parking and traffic. These may be correct in some residential areas but are non-existent on AG land.

There are huge benefits to STRs on agricultural land: extra income will keep farmers in farming; consumers who stay on farm land will be more loyal customers; urban dwellers who support the farm to table and organic movements want AG land experiences. Banning STRs will continue the Supervisors’ hostility to wine tourists visiting Santa Barbara County and adversely affect much needed tourism revenue to the County. I strongly urge you to allow STR’s on agricultural property.

Thank you,

Dan Kessler
Winegrower/Winemaker
Kessler-Haak Vineyard & Wines
President, Sta. Rita Hills Winegrowers Alliance
1700 Gypsy Canyon Dr
Lompoc, CA 93436
C: 805-479-0093
E: ddk@kesslerhaakwine.com
W: kesslerhaakwine.com
FB: KesslerHaak
Twitter: khvines
Instagram: khwines

Lenzi, Chelsea

From: Dave Gledhill <dave@missioncreek.com>
Sent: Tuesday, September 26, 2017 7:29 AM
To: sbcob
Subject: Proposed Ordinance on Short Term Rentals (STR) in Unincorporated Santa Barbara County (Agenda Topic for October 3 Meeting of the Board of Supervisors)

As a tax paying resident in Unincorporated Santa Barbara County (Mission Canyon) for the past 30 years, I wish to express my opposition to the proposed ordinance on STR as currently drafted by County P&D Staff. While the proposed ordinance provides some leeway with regard to zoning and Homestay situations, it does not address the fiscal impacts it will cause for the County NOR the hardship impacts to those residents who depend on their freedom of choice and ability to rent their house for supplemental income. Nor does it adequately address other options that are available to control the occasional negative impact of allowing short term transient visitors to occupy permanent housing in neighborhoods that may be impacted by increased noise, parties, traffic, parking, and other inconveniences that are sometimes associated with transient renters.

It is no secret that Santa Barbara is one of the most desirable and expensive places to live in the United States. Its climate, location, cultural facilities, tourist attractions, and access to beaches and the wilderness make it a highly attractive location for visitors around the world. As a STR owner myself, I can attest to the attractiveness of this area to others regardless of where they come from. We are very lucky to be permanent residents in such a gifted, scenic location. So what is wrong with sharing our area with others from outside the County who want to visit and spend money here? The first fact is that Santa Barbara does not have enough affordable commercial accommodations which is why the private STR community has grown over the years. Because many hotels and other commercial facilities charge such high rates to visitors the average visitor cannot afford to stay here. As a result, STRs are an option for a lot of visitors that ordinarily would not be able to visit Santa Barbara by staying at a commercial location. On the other side of the coin, owners themselves are faced with housing costs (gas, electric, WATER, mortgage payments) here in Santa Barbara that many cannot afford to maintain. I personally have a mortgage of over \$1.9M with monthly payments of over \$4,700, and utility bills averaging \$1,000/mo. that I am able to afford only through STR. I would prefer to not rent and to occupy my home myself, but on a fixed retirement income, the only way I can afford to pay the bills is through STR (I tried to get a long term tenant but the rent I would have to charge was so high so I had no choice but to resort to STR where you can charge more per night).

So please register my opposition to the draft ordinance and my feeling that permitting STR but establishing enforceable guidelines and rules for owners who rent is a fairer option.

David Gledhill
1040 Mission Canyon Rd.
Santa Barbara, CA 93105
dave@missioncreek.com
(805) 682-9625 (home)
(805) 680-3033 (cell)

Lenzi, Chelsea

From: alsiebs@gmail.com on behalf of Humphrey E Jones <humphreyejones@gmail.com>
Sent: Monday, September 18, 2017 3:48 PM
To: sbcob
Subject: Short Term Rentals / Homestays

Just writing to give my support for short term rentals where they are homestays. This is a no brainier, especially when it is mainly people trying to make ends meet and afford to live here in SB County. You don't have all the noise, when the owners live on the property, and you don't have the loss of neighborhood issues with a homestay, and it isn't rocket science to regulate it. Just have people get a license and collect Occupancy tax on it. That should have been accomplished already, especially with most of the leadership already in favor of homestays?

Thanks

Lenzi, Chelsea

From: Jason Djang <jason@braveandmaiden.com>
Sent: Friday, September 22, 2017 9:40 AM
To: sbcob
Subject: Short Term Rental ordinance

Dear Supervisors. I'm writing in support of STRs on Ag land for the following reasons:

- It will help those of us in the ag/wine industry retain one small option for sustaining our businesses in an already anti-ag/wine environment. Wine tourism is already suffering a decline as Paso Robles is more business and visitation friendly. Please let us have a fighting chance at competition.
- The proposed ban on STRs will already be shorting the county most of the \$1.6MM Bed Tax revenue it now collects. Retaining Ag STRs will preserve at least some of that revenue for the county.

Please support the county's ag businesses lest our viability continue to be threatened. Thank you.

Jason Djang | Manager/Owner
BRAVE & MAIDEN ESTATE
M 626.833.7710 | W braveandmaiden.com

Lenzi, Chelsea

From: John <john@palminawines.com>
Sent: Wednesday, September 13, 2017 2:59 PM
To: sbcob
Subject: STRs

On behalf of all 25 employees (Santa Barbara County residents) at Palmina Winery, we urge you to adopt a more friendly stance with the wine and hospitality business in our county.

We enthusiastically support Short Term Rentals on AG land in our county, and hope you will do the same.

Best regards,

John Busby
General Manager
PALMINA
1520 E. Chestnut Ct.
Lompoc, California 93436
Telephone: (805) 735-2030
e-mail: john@palminawines.com

KATHLEEN M. WEINHEIMER

ATTORNEY AT LAW

420 ALAMEDA PADRE SERRA

SANTA BARBARA, CALIFORNIA 93103

TELEPHONE (805) 965-2777

FAX (805) 965-6388

EMAIL: kathleenweinheimer@cox.net

September 26, 2017

Chairwoman Joan Hartmann and Members
of the Board of Supervisors
County of Santa Barbara
105 East Anapamu Street
Santa Barbara, California 93101

Re: Short term rentals

Dear Chairwoman Hartmann and Members of the Board:

As you may recall, I represent Deborah Hearst, who has been very vocal in her opposition to short term rentals ("STRs") in her Montecito neighborhood. On her behalf, I would like to thank the staff for the proposed ordinance banning STRs that will be considered on October 3, 2017 and urge your adoption of the draft with the changes outlined below. It has been a long and arduous process to get to this point, and we appreciate the efforts made to reach this conclusion.

Having said that, Ms. Hearst is concerned about certain aspects of the "homestay" proposal. As currently drafted, homestays can be operated by "long term tenants," which the draft ordinance defines as "a person who occupies the property, who is the owner of the property, or who rents the property for 30 days or more," yet the "transient occupant" in the homestay can also include someone who occupies the dwelling for 30 days. Clearly, there needs to be a distinction between the two, and the operator of a homestay must be someone with a true "long term" interest in the property. Ideally, homestays would be available only to owner occupants, in keeping with the alleged goal of assisting aging owners who could no longer afford their mortgages without additional income. Absent that, at a minimum, the operator should have a lease or rental agreement which coincides with the length of the homestay permit (i.e., one year.) Further, the homestay operator should be required to provide proof of residency via a driver's license, utility bill, or other official documentation, and to provide evidence that the owner of the property is in agreement with this arrangement, as many such subleases are prohibited under standard California lease agreements. To preserve the neighborhood character and avoid commercialization of residential zones, one of the identified goals of this proposal, homestay rentals must also be limited to one bedroom per household.

Chairwoman Joan Hartmann and Members
of the Board of Supervisors
September 26, 2017
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While there has been some discussion asserting that tenants are entitled to operate homestays to avoid challenges under the Equal Protection Clause, this concern is misplaced. To say that the Equal Protection Clause requires all tenants to be eligible to operate homestays is simplistic and overly-broad. The issue is not equality under the Zoning Ordinance, where it would indeed be problematic to allow certain uses only to owners, but rather this is a matter of permit conditions, where length of residency as a requirement is both necessary and legally defensible. If homestay operators could change every 30 days, there would be virtually no ability for either the County or the neighbors to effectively enforce the restrictions, as no one would know who was in charge from one month to the next. The opportunity for sham operators under such a scenario is extreme: unscrupulous owners or property managers could claim virtually anyone was the "long term tenant" and continue to run an STR under the guise of a homestay without fear of reprisal. Furthermore, the goal of assisting homeowners to earn enough additional income to remain in their homes through the occasional homestay rental is entirely lost under the "30 day tenant operator" proposal. Rather, it has now devolved into nothing more than a means for a month-to-month tenant to earn extra money at the expense of the neighborhood.

The draft ordinance also appears to make an unwarranted distinction between STRs and homestays in the requirement of a "nuisance response plan." STRs in permitted locations are required to have a rather detailed nuisance response plan, with contact numbers and response times identified, yet no similar requirement is imposed on homestay operators. While I understand the ideal situation is one where the homestay operator is onsite and in control at all times, there is nothing in the regulations that requires that to be the case. Realistically, a homestay operator will not be onsite 24/7, or perhaps not even onsite at any point during the period of the rental. Therefore, nuisance response plans, as well as requirements for posted notices regarding noise and parking are just as important in homestay settings as they are in STRs.

Turning to the question of enforcement, we understand that staff is going to be presenting a proposal on this issue later this year, but we cannot understate the importance of effective, meaningful enforcement, including subpoena power, periodic inspections, weekend staff to investigate complaints (as most offenses occur during the Thursday-Sunday time period), and substantive penalties for violation. We recognize the limitations on the County in the area of monetary penalties, but would suggest staff investigate the possibility of forfeiture of proceeds from illegal operations as a method of curtailing unpermitted STRs, or STRs masquerading as homestays. If operators were required to disgorge their illegal profits, they may be less interested in attempting to circumvent the rules.

Chairwoman Joan Hartmann and Members
of the Board of Supervisors
September 26, 2017
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In closing, our thanks to the staff and the Board for their careful and thorough efforts on this project. It is our belief that the changes proposed herein are necessary for the ordinance to be consistent with sound zoning and planning practices needed for the overall protection of the environment and community values as outlined in the findings for adoption. We urge your inclusion of the changes identified in this letter in your final action banning STRs. Thank you very much.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kathleen M. Weinheimer', written in black ink.

Kathleen M. Weinheimer

Larry Nimmer
3475 Padaro Lane
Carpinteria, CA 93013
(805) 708 4753
larry@nimmer.net

September 21, 2017

SUBJECT: STR History on Padaro Lane

Dear Santa Barbara County Supervisors,

We've owned a Beach House at 3475 Padaro Lane since 1971 and started renting it as a short term rental (STR) in the late 1970's. We continue to do so. **This letter includes documentation of at least 33 separate short term rentals of our home during the years 1980 – 2008.** Also included is documentation of other short term rentals along Padaro Lane, starting in the 1950's. We understand that you have STR records for Miramar Beach. This is to provide you with documentation to also include Padaro Lane as a "historic use" overlay for your new STR regulations. See the accompanying emails to confirm these facts:

- Diane Baskin rented our home at 3475 Padaro Lane for a week at a time in the years 1980, 1983, 1984, 1990 and 1995. (See her email, p. 3)
- James Peterson rented our home at 3475 Padaro Lane for two weeks at a time in the following years: 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008. (See his email, p. 4)
- Haim Pekelis rented our home at 3475 Padaro Lane for two weeks at a time for at least 8 years between the years 1997 – 2008. (See his email, p. 5)
- Barbara Pinna, our neighbor at 3445 Padaro Lane, recalls our house at 3475 Padaro Lane was rented for short term rental many times, starting in the 1980's and continuing until today. In addition, they rented their own home at 3445 Padaro Lane for short term rentals from 2003 – 2009. (See her email, p. 6)
- Elizabeth Van Eyck, a real estate agent from 1980 - 2006, whose mother Betty Brown currently lives on Padaro Lane, remembers renting our home at 3475 Padaro Lane 2-3 times during the 1980's & 90's as a weekly rental. During this same period, she also rented out 3319 Padaro Lane as a short term rental 6-7 times (See her email, p. 7)

- Gary Goldberg (Eric Markstrum), a realtor with Coastal Properties, supplied Realtor MLS listings for short term rentals on Padaro Lane (see emails p. 8, 9, 10)
 - o 3551 Padaro Lane, \$5,000/wk in the year 2003 (see MLS #RN-3942)
 - o 3357 Padaro Lane, \$4,000/wk in the year 2003 (see MLS #RN-3827)

- Kathleen Winter, a realtor with Berkshire Hathaway, says that she has been aware that over 10 homes have had short term rentals between the years 1980 – 2000. (See her email, p. 11)

- Richard Blish, a renter, confirms that he rented 3485 Padaro Lane (i.e. The Starbuck Cottage), for 3 weeks a year from 1955 – 2005. (See his email, p. 12)

Feel free to contact any of these people through their email addresses or let me know if you need original emails or phone numbers to confirm the past use of short term rentals on Padaro Lane, dating back many decades. We hope you will honor Padaro Lane's historic use of short term rentals in the beachfront area as you are proposing to do for Miramar Beach.

Sincerely yours,

Larry Nimmer
3475 Padaro Lane
Carpinteria, CA 93013

(See Documents Below)



Larry Nimmer <larry@nimmer.net>

beach house

Diane Baskin <dianebaskin@gmail.com>
To: Larry Nimmer <larry@nimmer.net>

Tue, Sep 12, 2017 at 12:52 PM

Hi Larry,

I rented the beach house at 3475 Padaro Lane from your Mother many times for one week at a time. These are the approximate years from the best of my recollection, 1980, 1983, 1984, 1990 and 1995. We always enjoyed our stay at Cscape.

Regards,
Diane Baskin



Larry Nimmer <larry@nimmer.net>

Fw: Rental of our Beach House on Padaro Lane

James peterson <petersonjdp@msn.com>

Sat, Sep 9, 2017 at 2:36 PM

To: Larry Nimmer <larry@nimmer.net>, melissa doyle <melissa@nimmer.net>

Larry, I added the address as requested. James

From: James peterson <petersonjdp@msn.com>

Sent: Friday, September 8, 2017 11:03 PM

To: Larry Nimmer

Cc: David Nimmer; becca marcus; Melissa Doyle

Subject: Re: Rental of our Beach House on Padaro Lane

Hi Larry,

From my memory, Hensley and I first rented 3475 Padaro Lane from your Mom in 1988 and/or 89 for a couple of weeks in February or March for \$200/day and then almost every year over the next 20 years for two to three weeks usually during a winter month and I think for \$200-250/day.

I don't recall that we rented for a full month until after your Mom passed away (2011?) and Melissa began handling the rental of C Scape.

Sorry that I can't be more specific as I haven't kept any rental records dating before 2008.

I think it makes sense for the Nimmer family to continue to have the option of short-term rentals as C Scape is located in a beachfront, mostly vacation-home, residential area not in a traditional residential neighborhood that could have different rental considerations.

Hi to all of the Nimmer family and hope this recollection of our rental history aids your discussions with the county.

All the best,

James Peterson



Larry Nimmer <larry@nimmer.net>

Re: The Nimmer House at 3475 Padaro Lane

Pekelis <pekelis@aol.com>
To: larry@nimmer.net

Mon, Sep 18, 2017 at 3:37 PM

Dear Larry,
I can confirm to you that we rented the Nimmer house for at least eight of the summers between 1997 and 2008. The usual rental period was two weeks; it certainly never more as much as 30 days.
We didn't keep track the times we were there, so this is an approximation. I am sure, however, that none of the visits were as long as a month.
Please let me know if there's anything else I can do.
Sincerely,
Haim Pekelis

-----Original Message-----

From: Larry Nimmer <larry@nimmer.net>
To: pekelis <pekelis@aol.com>
Sent: Mon, Sep 18, 2017 1:16 pm
Subject: The Nimmer House at 3475 Padaro Lane

Hi Haim,

I know that Jackie Lowther has been in touch with you and she forwarded me the nice poem that your son wrote about staying at our home at 3475 Padaro Lane.

We are gathering info for Santa Barbara County about past short term rentals. Can you confirm that you rented our home for short term rentals (under 30 days) and the approximate years.

Many thanks and I hope you can keep enjoying Padaro Lane.

Best wishes,
Larry Nimmer
3475 Padaro Lane
Carpinteria, CA 93013

P.S. Gloria, my mom, passed away in 2011 and my siblings and I now own the house. It's recently been enlarged.

Larry Nimmer
Nimmer Pictures
1040 A Linden Ave.
Carpinteria, CA 93013
Tel 805 708 4753
larry@nimmer.net



Larry Nimmer <larry@nimmer.net>

Re: History of Short Term Rentals on Padaro Lane

Barbara Pinna <pinna626@earthlink.net>
To: Larry Nimmer <larry@nimmer.net>

Tue, Sep 19, 2017 at 11:48 PM

Dear Larry,

Please let the Santa Barbara County Supervisors know that my parents, William and Marge Benke, owned beach property since 1972 at 3447 and 3445 Padaro Lane. Starting in 2003, we began renting our "back" beach cottage (at 3445 Padaro Lane) for short term rentals (under one month) through VRBO. We had many short term rentals up until the time we sold our home in 2009. As our house on Padaro Lane was just two doors from your family home at 3475, I clearly recall that your family always rented your house at 3475 Padaro for rentals under one month, beginning in the 1980's and continuing through today. My dear friend, Melissa Doyle (your ex-wife), currently is the property manager for the house and has been helping to manage the rentals for your family for many years.

I just want to emphasize that I know first hand that many people have been renting out their properties on Padaro Lane (and in other local California beach areas) to help offset the expenses of maintaining these properties. Likewise many people have been happy to rent these properties as they cannot afford to buy vacation homes on the beach.

Sincerely yours,

Barbara Benke Pinna



Larry Nimmer <larry@nimmer.net>

Re: Short Term Rentals History on Padaro Lane

Elizabeth Van Eyck <evaneyck@gmail.com>
To: Larry Nimmer <larry@nimmer.net>

Mon, Sep 18, 2017 at 4:48 PM

Dear Larry Nimmer
I was a Real Estate Agent from 1980 to 2006.
We had a conversation regarding summer weekly rentals on Padaro Lane in the late 80s and early 90s.
I rented out Bob Montgomery's home at 3319 Padaro for approximately \$3,000.00 a week. I put tenants in there during that time about 6 or 7 times.
I also rented 3475 Padaro for the Nimmer family. The rent was approximately \$2,500.00 a week and I found tenants 2 or 3 times.
Sincerely
Elizabeth Van Eyck

Sent from my iPhone

On Sep 18, 2017, at 12:58 PM, Larry Nimmer <larry@nimmer.net> wrote:

Liz,

Did you get this email? I need this info in the next few days. I'm hoping you're able to answer it. Let me know.

Thanks so much,
Larry

Larry Nimmer
Nimmer Pictures
1040 A Linden Ave.
Carpinteria, CA 93013
Tel 805 703 4753
larry@nimmer.net
www.nimmer.net

----- Forwarded message -----
From: **Larry Nimmer** <larry@nimmer.net>
Date: Wed, Sep 13, 2017 at 3:41 PM
Subject: Short Term Rentals History on Padaro Lane
To: Elizabeth Van Eyck <evaneyck@gmail.com>

Hi Liz,

To follow-up to our phone conversations, in past decades, you were an excellent rental agent for my mom at our family beach house at 3475 Padaro Lane. The Santa Barbara County Planners are not aware of any short term rentals on Padaro before 2008. So, I'd appreciate it if you would send me a return email with the following info: Can tell me, to the best of your recollection, what general period(s) you rented our beach house for under



Larry Nimmer <larry@nimmer.net>

RE: New Listing in Santa Barbara that might work for you

Eric Markstrum <eric@coastalrealty.com>
To: Larry Nimmer <larry@nimmer.net>
Cc: Gary Goldberg <Gary@coastalrealty.com>

Mon, Sep 11, 2017 at 4:19 PM

Larry,

Attached is a PDF of all of the listings. The date each was last modified is at the bottom of the page. Let us know if you need any additional info.

Regards,

Eric Markstrum
Assistant to Gary Goldberg
Coastal Properties
office: 805.969.1258
cell: 805.588.8457

From: Gary Goldberg
Sent: Saturday, September 9, 2017 12:23 PM
To: Larry Nimmer
Cc: Eric Markstrum
Subject: Re: New Listing in Santa Barbara that might work for you

I will forward and ask my assistant Monday to print each one and that should wor

Gary Goldberg
Realtor/Broker/Attorney
Over \$600,000,000 sold since 2000
Coastal Properties
1086 Coast Village Road
Montecito, CA 93108



3551 PADARO, CARPINTERIA, CA 93013-1119
 MLS #RN-3942

Beautiful Padaro Lane on the Sand. 3/2/2car. Furnished. Utilities included. Book it now !!!! By the week or 6-month term. \$5k to \$15k ON THE SAND

Location Info

District

05 - CARPINTERIA-SUMMERLAND

Contract Info

\$ Monthly 8,000
 Status Closed
 Phone 805-698-1060
 Days On Market 242

Original List Price 15,000
 Contact Name Bryan Frederick
 Begin Date 05/02/2003

Property Information

Property Type Rent
 Total Bedrooms 3
 Total Bathrooms 2
 Lease Option N
 Geo Lat 34.411439

Have/Need *** PRICE REDUCED ***
 TYP HS
 SqFt 1,969
 Compensation Yes
 Geo Lon -119.555607

Office and Member Info

Listing Member Bryan J Frederick

Listing Office RE/MAX Montecito
 1205 Coast Village Rd
 Santa Barbara, CA 93108 199500376
 License #:

Selling Member Bryan J Frederick

Selling Office RE/MAX Montecito 199500376

Status Change Info

Status Change Date 12/29/2003
 Sold Date 12/29/2003

Under Contract Date 12/29/2003
 Sold Price 0

Information is deemed to be reliable, but not guaranteed.
 Information may be autofilled from county tax records and other sources, or input by listing agents and should be independently verified by users of such information. ©
 2017 MLS and FBS. Prepared by Gary Goldberg on Monday, September 11, 2017 4:11 PM. The information on this sheet has been made available by the MLS and
 may not be the listing of the provider.

3357 PADARO, CARPINTERIA, CA 93013-1117

MLS #RN-3827

3357 Padaro Lane, a beautiful beachfront estate on the sand, is available for lease through Sept. 2003. Consisting of a 4 brm main house, guest studio, pool cabana & pool, this property has exceptional privacy, serenity & panoramic views. \$30,000/month. The rear 2/2 is also available at \$4000/wk. Available immediately. Call Kathy Winter to show. 565-4025/451-466

Location Info

District 05 - CARPINTERIA-SUMMERLAND

Contract Info

\$ Monthly	30,000	Original List Price	30,000
Deposit	30,000	Status	Expired
Contact Name	Kathy Winter	Phone	565-4025
Begin Date	04/01/2003	Days On Market	183

Property Information

Property Type	Rent	Have/Need	H
Total Bedrooms	6	TYP	HS
Total Bathrooms	5	Lease Option	N
Compensation	No	Geo Lat	34.415117
Geo Lon	-119.562345		

Office and Member Info

Listing Member	Kathleen S Winter kathy@kathywinter.com License #: 01022891 Direct: 805-565-4025 Cellular: 805-451-4663 Toll-Free: 800-201-4364 http://www.SantaBarbaraBeachTour.com	Listing Office	Berkshire Hathaway Home Services California Properties 1170 Coast Village Rd. Santa Barbara, CA 93108-3798 199500113 License #: 01317331
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Status Change Info

Status Change Date 09/30/2003

Information is deemed to be reliable, but not guaranteed. Information may be autofilled from county tax records and other sources, or input by listing agents and should be independently verified by users of such information. © 2017 MLS and FBS. Prepared by Gary Goldberg on Monday, September 11, 2017 4:11 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.



Larry Nimmer <larry@nimmer.net>

Short term vacation rentals on Padaro Lane

Kathy Winter <kathy@kathywinter.com>
To: Larry Nimmer <larry@nimmer.net>

Wed, Sep 13, 2017 at 12:25 PM

Hi Larry,
In response to your question regarding vacation rentals on Padaro Lane prior to 2008, I'm afraid I personally have never handled vacation rentals on behalf of clients.

However, I am aware that many homes on Padaro Lane have been rented for under 30 days during the last few decades. I would estimate that there were easily over 10 homes in the years between 1980 – 2000 that were rented in such a short term manner.

Please let me know if I may be of further assistance to you.

Thank you,
Kathleen

KATHLEEN WINTER
10000 Padaro Lane
San Diego, CA 92121
954-235-1234



10000 Padaro Lane
San Diego, CA 92121
954-235-1234



Larry Nimmer <larry@nimmer.net>

Fwd: Turbulent 2016, so you are due for a major update

Jacqueline Lowther <jackielow@aol.com>
To: "larry@nimmer.net" <larry@nimmer.net>

Wed, Sep 6, 2017 at 8:38 PM

1955 -2005!! Padaro short-term rental!!!!!!!!!!!!

Begin forwarded message:

From: Richard Blish <richard.blish@gmail.com>
Subject: Re: Turbulent 2016, so you are due for a major update
Date: September 6, 2017 at 8:36:43 PM PDT
To: Jacqueline Lowther <jackielow@aol.com>

Jacqui

Thx for your note. I may able to find some documentation. My family has rented the Starbuck cottage (3485 Padaro Lane, Carp) for about 3 weeks each year from about 1955 to 2005. As iv was not available roughly since 2005, we looked for alternatives post pancreatic cancer for me (2009) finally settling upon your place and your neighbor for 2014-2016
Rich

On Wed, Sep 6, 2017 at 6:19 PM, Jacqueline Lowther <jackielow@aol.com> wrote:
Dear Richard,

I hope this email finds you well! It has been some time since we last corresponded. I did receive your email from last year and was so happy to hear that love had come into your life once again!

At this time I find myself waging a battle with Santa Barbara County as they are trying to ban short term rentals on Padaro Lane. We need to prove that there have been short term rentals on Padaro prior to 2008. I was wondering if you had any... documentation, paperwork, cancelled checks, old contracts, email exchanges, etc, to prove that you have been spending holidays on Padaro for the last twenty odd years. Maybe the address of the home you rented all those years or the name of the family you rented from.

If you do come across any helpful information, would you kindly email it to me? We are collecting everything we can to prove this and forwarding all the information to the Board of Supervisors who will be voting on this issue at their next meeting on October 3.

Anyway, if you have anything that might be helpful to our cause, it would be wonderful and much appreciated! I also want to take advantage of this opportunity to send you my warmest regards and best wishes for a joyous year!

jackie ~

On Dec 14, 2016, at 11:48 AM, Richard Blish <richard.blish@gmail.com> wrote:

Short-Term Rental public review & clarification hearing on October 3rd at the County Board of Supervisor's Hearing Room in Santa Barbara

SANTA YNEZ

VACATION • RENTALS

Dear Supporters,

On October 3rd 2017, The Santa Barbara County Board of Supervisors has directed the Planning & Development Department to "review and clarify provisions concerning the use of Short-Term Rentals (STRs) and Homestays within the unincorporated areas of the county." A public hearing will take place at the **County Board of Supervisors Hearing Room: 105 E Anapamu St., 4th Floor, Santa Barbara at 9am** to discuss the ordinance direction below and hopefully come to a final decision.

Public Hearing Points:

- Establish new zoning regulations permitting the use of STRs in certain Commercial zone districts and certain Mixed-Use zone districts where other transient lodging is permitted
- Establish a new, STR-Coastal Historic Overlay zone in which STRs would be permitted with regulations
- Prohibit STRs in all other Residential (outside of the STR-Coastal Historic Overlay), Agricultural, Resource Protection, Industrial, and certain Special Purpose zone districts
- Permit Homestays in Residential zone districts and Agricultural I (AG-I) zone districts
- Direct staff to develop a countywide farmstay program through the Agricultural Tiered Permitting project
- Direct staff to return with implementation options and an enforcement approach

View the Board Agenda Letter Here

Date: Tuesday October 3rd, 2017

Time: 9:00am

Location: County Board of Supervisors Hearing Room

105 E Anapamu St., 4th Floor, Santa Barbara

We want to thank you for your endless support on this journey. Your dedication, letters and appearances truly make a difference. If you have not taken the time to write to our Board of Supervisors or give public comment, now is the time to do so. We are hopeful for a fair and reasonable outcome on October 3rd.

Leanne Schlinger



All comments and letters should be addressed to the County Clerk-

E-mail: sbcob@co.santa-barbara.ca.us



Email



Instagram



Facebook



Twitter



Google Plus



YouTube



Pinterest



LinkedIn

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Contact us at:

805-770-7100

leanne@santaynezvacationrentals.com

Our mailing address is:

Santa Ynez Vacation Rentals

PO Box 1704

Santa Ynez, CA 93460

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To the Board of Supervisors
County of Santa Barbara, CA
September 23, 2017

We are writing to you to provide some insight into what it is like to live near a "short term rental".

We live on Holiday Hill Rd in the foothills of Goleta. There are about 30 one acre parcels in our neighborhood. One of the 30 parcels is a 4 bedroom home with a large pool, jacuzzi, and sound system that is rented often through "Airbnb". Our otherwise peaceful, pastoral neighborhood is frequently disturbed by traffic, multiple parked cars on the street, loud music, and loud shouting from the pool. We have spoken to the owner (who does NOT live there and has another residence) and he HAS been responsive when there is a problem and we threaten to call the police. However, that does not alter the fact that he and the county are profiting handsomely at our expense. It is simply not fair. We all pay property taxes, local taxes, etc, and yet we are victimized by ongoing harassment by strangers to the area.

I am sure you, personally, as homeowners, do not want to see your own neighborhood degraded. Many of us have sacrificed much to live in a nice neighborhood in this wonderful city. Please, don't let it continue to be spoiled by a vocal, extremely small minority of self serving money grabbers. In addition, I wish you could make the observation at the hearing that the proponents of short term rentals are there because it is part of their JOB to be there. Most of us in the neighborhood hold regular jobs and need to be at work by 8AM on Wednesday morning. That speaks volumes in my mind. Thank you for your consideration of our point of view. We are confident that cooler heads will prevail on this issue.

Thank you,

Ray Noack
Claire Noack
1551 Holiday Hill Rd.
Goleta, Ca 93117

Lenzi, Chelsea

From: Maeapple Chaney <maebwine@gmail.com>
Sent: Thursday, September 14, 2017 7:53 AM
To: sbcob
Subject: STR's

You have a potential revenue stream not only from asking for a license to operate a STR but from fines and fees when those operators are out of compliance.

How you are even considering banishing STR's rather than coming up with common sense solutions boggles my mind.

Keep STR's. They are a healthy way to allow our economy to thrive.

Maeapple Chaney

Lenzi, Chelsea

From: Mary Beth Kerr <mmbbkk@hotmail.com>
Sent: Wednesday, August 23, 2017 10:38 AM
To: sbcob
Subject: AFFORDABLE HOUSING !!!Napa wrestles with affordable housing for service workers | Local News | napavalleyregister.com

To: Clerk of the Board

Please forward to each Supervisor.

Thank you....

Good Morning Supervisors,

I found this article in an email from Wine Business.

Napa is struggling to meet housing needs. I know you are working to help our working poor to find housing.

Please consider not allowing worker housing on ag land to be used as STRs. Many of our ag workers face challenges. If they could live with their families where they work -Full-time ...for a reasonable sum they would cut transportation and housing costs and not be working 3-4 jobs just to survive.

Say, Vineyard K.. Turned their multiple STRs back to housing for their managers and other workers. Their workers would not need assistance to pay for food and housing.

Alisal Guest Ranch is great in this regard. They provide housing for many workers, which improves their quality of life, reduced emissions , etc.

Other service industries could do the same. Hotels could provide a few apartments. Rona saw the need and some staff will be able to live where they work

My 2 cents for today

I will be sharing with our cities as well.

I appreciate your consideration of my/our concerns.

Peace,

Mary Beth Kerr
Santa Ynez

http://napavalleyregister.com/news/local/napa-wrestles-with-affordable-housing-for-service-workers/article_8ef227a1-a997-5edc-bc26-872a58480f3b.html

Sent from my iPhone

Lenzi, Chelsea

From: Max Gleason <max@refugioranch.com>
Sent: Wednesday, September 13, 2017 2:43 PM
To: sbcob
Subject: I support STRs on AG land

Hello-

I understand that the Supervisors have a meeting on Oct. 3rd to discuss STRs. PLEASE allow STRs to continue on SB County ag land. As general manager of a small, family-owned vineyard and winery we rely on STRs for our customers. We bring significant revenue and tax dollars to the community and we need to stay attractive to our out of town customers to do so.

Thank you

Max



Max Gleason
General Manager / Partner
917.842.5315
www.refugioranch.com

Jacqueline A. Lowther-Phillips
3543 Padaro Lane
Carpinteria, CA 95013
(805) 584-8054
jpekelow@aol.com

September 15, 2017

RE: Short-term rentals on Padaro Lane dating back to 1955

Dear Members of the Board of Supervisors of Santa Barbara County:

I understand that in order to have the proposed STR Overlay extend to and include Padaro Lane, you require information that supports the fact that many of these vacation homes have "historically" been short-term rentals.

I have gathered information and personal testimonies, which I am attaching hereto, from families who have been renting short-term on Padaro for many years, some for over sixty years.

For the past thirty plus years, we, personally, have owned two vacation homes on Padaro Lane - 3281 & 3543 Padaro Lane.

3281 Padaro Lane / Alto Padaro - Short-term rental from 1999 - 2011, when it sold.
I am attaching copies of a handful of contracts and payments from the years 2007 & 2008.

3543 Padaro Lane / The Cottage -- Short-term rental from 1997 - Present

3475 Padaro Lane/ The Nimmer Beach House -- Short-term rental from 1970's - Present.

I have attached an email from the Pekelis family who has vacationed at this home and at 3543 Padaro Lane every summer for the past twenty years. They have sent along a poem written by their son about his summers on Padaro.

I also have a friend in Santa Monica, Doris Sosin, who has rented this house numerous times in the past forty years, while Gloria Nimmer was still alive.

3547 Padaro Lane/ The Mermaid Cottage - Short-term rental from 2000 - present.
I am attaching an email from the owner, Marla Phillips, who has been renting her vacation home short-term for the past 17 years. As per her email, attached hereto, she will be able to provide additional information on her vacation rental after her daughter's wedding this week!

3485 Padaro Lane /The Starbuck Home -- Short-term rental from 1955-2005, when it sold]

I am attaching an email from Rich Blish attesting that he and his wife Sue vacationed on Padaro Lane every year for the past sixty years – 1955 - 2016. They stayed at our 3543 Padaro Lane home for a couple of years and at 3545 for one of those years. They have shared with me that some of their happiest family memories were made here. Sadly, Sue passed away in 2016, and it was to Padaro that the family once again returned to spread her ashes, given the special place our beach holds in their hearts.

3545 Padaro Lane/ The Captain's Cottage – Short-term rental from 2008 – Present

This is just a handful of the homes that are and have been vacation rentals on Padaro for the past sixty plus years. Most of the STR's on Padaro Lane, I might add, were not and are not advertised online, as it is, for the most part, the same families, and then their friends, coming back year after year.

Padaro is without question a very sought-after vacation spot. It has been my experience that roughly eighty-five percent of our short-term renters come from the Los Angeles area. They have discovered this idyllic spot, a short two-hour drive away, where they can relax with their families and enjoy the beauty of our beaches, where they can stay at a lovely home and enjoy all the area has to offer, as eloquently expressed by Alex Pekelis in his poem. Many of these families come back several times per year.

Please consider the fact that Padaro Beach has had short-term rentals for over sixty years now and support its inclusion in the proposed STR Overlay.

I thank you for your consideration of this matter and I remain available to answer any questions you might have on the information provided herein.

Sincerely,



Jacqueline A. Phillips

Pekelis@aol.com

Fwd: Attached: Two_Weeks_at_the_Beach[1].doc

September 10, 2017 at 2:35 PM

Jacqueline Lowther

My family loves the Padaro Lane. We live by the ocean in Pacific Palisades, but Padaro is special. We've been coming for 20 years, until recently always at the Nimmer house (3+75 Padaro). My children are grown and now our four grandchildren come, too.

From time to time I have suggested other houses on other beaches, but I am always greeted with a chorus of NO's. Padaro is special.

My son even wrote a poem about our vacations on Padaro. It is attached below.

Sincerely,
Haim Pekelis

Two_Weeks_at_t
he_Beach[1].doc

...

Alex Pekelis
Setting poem

Two Weeks at the Beach

They're not just any two weeks at the beach
It's a two hour drive that feels like fifty.
You can't get there fast enough.
Once you're there, you're only two hours away,
might as well be fifty,
because you're not in Kansas anymore.
You're in Wonderland.
Carpinteria.
Everything feels different
and better.
For two weeks the
beach becomes you're backyard.
The ocean, you're alarm clock.
Because when you fall asleep to the
pounding of collapsing waves on sandy bottom
You are awakened to the
pounding of collapsing waves on sandy bottom.
Espresso tastes better if the sun hasn't quite
burned off all the marine fog.
But when the fog has dissipated
It's a Corona commercial.
Just don't forget the lime.
The water is warmer during the day.
But a dusk swim provides metallic water.
And that's something.
Dinner by barbeque.
Dessert by bonfire.
But don't go back inside until the
flames have humbled to a pool of embers.
because that's as beautiful as the stars above.
All trillion of them.
A two week perpetual state of meditation
because when all there is to do is
relax, swim, relax, surf, relax, eat, relax, sleep
and relax.
you feel very relaxed.
When you've been there almost every other year
since you can remember
its more than just a house.
a beach,
a town,
a vacation.
It's the best two weeks of the year
that end just before
you forget you're not at home.
They can't go by too slowly.
It's a two hour drive back that feels about two hours,
which is good because it reminds me
I'm only two hours away.

Marla Phillips
Padaro Lane rentals
September 7, 2017 at 5:09 PM

Kristi Lupoli

Hi Jackie,

I am happy to help after my daughter gets married in sept 16th. We have rented our Padaro home during the summer short term for the entire 17 years I have owned it.

After the wedding....swamped now.

Best, Marla

Sent from my iPhone

Richard Blish

Re: Turbulent 2016, so you are due for a major update

September 6, 2017 at 8:36 PM

Jacqueline Lowther

Jacqui

Thx for your note. I may be able to find some documentation. My family has rented the Starbuck cottage (5185 Padaro Lane, Carp) for about 3 weeks each year from about 1955 to 2005. As it was not available roughly since 2005, we looked for alternatives post pancreatic cancer for me (2009) finally settling upon your place and your neighbor for 2011-2016

Rich



CALIFORNIA ASSOCIATION OF REALTORS

VACATION RENTAL AGREEMENT

(Intended for occupancy of 90 days or less)

(C.A.R. Form VRA, Revised 1/00)

1. OCCUPANT: Ruth [redacted] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 3281 Padaro Lane, Carpinteria, California ("Premises").

3. ARRIVAL AND DEPARTURE: Arrival: November 19, 2007 (Date) at 10m (Time) Departure: November 26, 2007 (Date) at 11:00 a.m. (Time).

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 3 (Three) adults and children. (if checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:
A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

Table with 3 columns: Category, Amount Due, Payment Due Date. Rows include Reservation Fee, Rent (\$4,000.00), Security Deposit (\$800.00), Cleaning Fee (\$200.00), and Total (\$5,000.00).

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

7. SECURITY DEPOSIT:
A. The security deposit will be [checked] transferred to and held by Owner, or [] held in Owner's Representative's trust account.
B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure any default of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding normal wear and tear; (iii) clean the Premises; and (iv) replace or

RUTH [redacted] FER 3281 PADARO LN. CARPINTERIA RENTAL Date 11/13/2007

Pay to the Order of: GEOFFREY PHILLIPS \$5,000.00 FIVE THOUSAND DOLLARS

Bank of America ACH - Clearing

For: 7000 - Rent 11/19-26 07 [redacted]

for its return, if the an Occupant, then y deposit has been Payment Due Date, ise terminates this ter's Representative





CALIFORNIA ASSOCIATION OF REALTORS

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/05)

to be paid
RECA 10/11
215/718-4558

- OCCUPANT: William [redacted] ("Occupant") agrees as follows:
- PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as 3331 Placido Lane, Carpinteria, situated in County of Santa Barbara, California ("Premises"). The Premises has Three (3) bedroom(s) and Three (3) bath(s).
- ARRIVAL AND DEPARTURE: Arrival: August 30, 2007 (Date) at 11:00 a.m. (Time). Departure: September 3, 2007 (Date) at 11:00 a.m. (Time).
- AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 5 adults and 2 children. In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: [redacted] ("Authorized Guests")

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

- PAYMENTS: Occupant agrees to the following payments:
 - The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

Category	Amount Due	Payment Due Date
Reservation Fee:	\$	
Rent:	\$ 3,140.00	July 20, 2007
Security Deposit:	\$ 1,000.00	July 20, 2007
Cleaning Fee:	\$ 200.00	July 20, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 4,340.00	

- BALANCE DUE; LATE CHARGE: If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ _____.
- SECURITY DEPOSIT:
 - The security deposit will be transferred to and held by Owner, or held in Owner's Representative's trust account.
 - All or any portion of the security deposit, upon termination or occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding _____.

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: **PAYMENT** **\$1,500.00**

Please Direct Any Questions To: [redacted] 50/310 [redacted]

WACHOVIA BANK, NA

July 24, 2007

deposited 8/1/07

MEMO: 8/30-9/3 house rental

by ONE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS \$ *****1,500.00

To The order of [redacted]

Void After 180 DAYS
Signature On File
This check has been authorized by your depositor



CALIFORNIA
ASSOCIATION
OF REALTORS

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Michael M [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 321 Pacific Lane, situated in _____ County of _____, California ("Premises").
The Premises has Three (3) bedroom(s) and Three (3) bath(s).

3. ARRIVAL AND DEPARTURE:

Arrival: August 22, 2007 (Date) at 1pm (Time) Departure: August 29, 2007 (Date) at 11:00 a.m. (Time)

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than Two (2) adults and Two (2) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:

- A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

B. Category

Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	Due April 15, 2007
Rent:	\$ 3,500.00	Due July 15, 2007
Security Deposit:	\$ 1,000.00	Due July 15, 2007
Cleaning Fee:	\$ 200.00	Due July 15, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	

Total: \$ 6,700.00

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

7. SECURITY DEPOSIT:

- A. The security deposit will be transferred to and held by Owner, or held in Owner's Representative's trust account.

- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure or repair damage to the Premises, excluding normal wear and tear; (ii) replace or repair damaged items; (iii) furnish bills for utilities; and (iv) pay for any other charges incurred by the Occupant.

Occ
ord
retu
Occ
disp
(2) r

DEIRDRE
MICHAEL

Deposited 8/14/07 charles SCHWAB

2600

Date 7/15/07

3-5/310
150

C. No l

- D. If the security deposit is not returned to the Occupant, then the Occupant agrees to pay the amount of the security deposit to the Owner.

May Phillips \$ 4700

Four thousand Seven hundred Dollars

6/30/07

8. CANCELLATION: If the Occupant cancels this Agreement, the Occupant shall be responsible for all payments due under this Agreement and shall be liable for any damages caused by the Occupant or the Occupant's guests, visitors or persons.

Charles Schwab
PNC BANK, N.A. Philadelphia, PA

Schwab One

The copy of this Agreement shall be provided to the Occupant and the Owner.

[REDACTED SIGNATURES]





CALIFORNIA
ASSOCIATION
OF REALTORS

*3111 S. PASEO DEL MAR, UNIT 200
CARPINTERIA, CALIFORNIA 94006*
VACATION RENTAL AGREEMENT
(Intended for occupancy of 30 days or less)
(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Bryan J. F. [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as 3331 Paseo del Mar, situated in Carpinteria, County of Santa Barbara, California ("Premises"). The Premises has Three (3) bedroom(s) and Three (3) bath(s).

3. ARRIVAL AND DEPARTURE:
Arrival: July 30, 2007 (Date) at 1p.m. (Time) Departure: August 6, 2007 (Date) at 11:00 a.m. (Time)

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than Three (3) adults and Two (2) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:
A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	March 30, 2007
Rent:	\$ 3,500.00	July 1, 2007
Security Deposit:	\$ 1,000.00	July 1, 2007
Cleaning Fee:	\$ 200.00	July 1, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 6,700.00	

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

7. SECURITY DEPOSIT:
A. The security deposit will be transferred to and held by Owner; or held in Owner's Representative's trust account.
B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
C. No interest will be paid on the security deposit unless required by local ordinance.
D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.

8. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant acknowledges receipt of a copy of this page.
Occupant's title is (_____) (_____)



deposited into MLTU
4/24/07



CALIFORNIA
ASSOCIATION
OF REALTORS®

TO
Lance

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

- OCCUPANT:** Konstantin [redacted] ("Occupant") agrees as follows:
- PROPERTY:** Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 3281 Pudaro Lane, Carpinteria, situated in _____, County of Santa Barbara, California ("Premises"). The Premises has Three (3) bedroom(s) and Three (3) bath(s).
- ARRIVAL AND DEPARTURE:** Arrival: June 23, 2007 (Date) at 1pm (Time) Departure: June 30, 2007 (Date) at 1pm (Time).
- AUTHORIZED USE AND GUESTS:** The Premises are for the sole use as a personal vacation residence by not more than 8 (8) adults and _____ children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

- PAYMENTS:** Occupant agrees to the following payments:
 - The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	Due April 18, 2007
Rent:	\$ 2,900.00	Due May 15, 2007
Security Deposit:	\$ 1,000.00	Due May 15, 2007
Cleaning Fee:	\$ 200.00	Due May 15, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 6,100.00	

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

7. SECURITY DEPOSIT:

-
-



Konstantin [redacted]

90-716213222
188344627



1001

04-14-07

-
-

By: Geoffrey Phillips \$6100.00
Six thousand one hundred



Washington Mutual

Washington Mutual Bank, a Division of
Washington Mutual Financial Group
190115 Sateo St., Ste 260
Redondo Beach, CA 90263
1-800-737-3444
24-hour Customer Service

Res. fee, rent, deposit, cleaning

account.
sary to: (i) cure
tags, excluding
(iv) replace or
hail; (1) furnish
the basis for its
_____ bills; and

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Occupant, then
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ment Due Date,
terminates this
Representative

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machine
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CALIFORNIA ASSOCIATION OF REALTORS®

Occupant's Initials KA/LS



VRA REVISED 1/06 (PAGE 1 OF 3)

VACATION RENTAL AGREEMENT (VRA PAGE 1 OF 3)



CALIFORNIA
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VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Alan & Marcia K [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 2201 Pacific Lane, Carpinteria, situated in Santa Barbara County of Santa Barbara, California ("Premises"). The Premises has 3 (three) bedroom(s) and 3 (three) bath(s).
3. ARRIVAL AND DEPARTURE: Arrival: August 7, 2007 (Date) at: 1:00 p.m. (Time) Departure: August 21, 2007 (Date) at: 11:00 a.m. (Time).
4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than adults and children. (if checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: no more than six additional people including children ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments.
- A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	February 20, 2007
Rent:	\$ 9,000.00	July 1, 2007
Security Deposit:	\$ 2,000.00	July 1, 2007
Cleaning Fee:	\$ 200.00	
Other:	\$ (500.00)	Special Discount
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 12,700.00	

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

7. SECURITY DEPOSIT:
- A. The security deposit will be transferred to and held by Owner; or held in Owner's Representative's trust account.
- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or repair personal property or appliances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish and state the amount of any security deposit (i) received, (ii) withheld and the basis for its

A K [REDACTED]

504

Guy Phillip
Ten thousand seven hundred & NO
10,700

Bank of America (818) 453-6400
San Marino Branch 0997
2180 Huntington Drive
San Marino, CA 91108

3201 Palmar



Agent: [REDACTED]
Broker: RE/MAX SANTA BARBARA 1205 [REDACTED]

using WINForms software



CALIFORNIA
ASSOCIATION
OF REALTORS®

VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

- OCCUPANT: Mirian [redacted] ("Occupant") agrees as follows:
- PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as:
3281 Padaro Lane, Carpinteria
County of Santa Barbara, California ("Premises").
The Premises has Three (3) bedrooms and Two (2) baths.
- ARRIVAL AND DEPARTURE:
Arrival: August 2, 2007 (Date) at 1pm (Time) Departure: August 6 (Date) at 11:00am (Time).
- AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 6 (Six) adults and 1 (One) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

- PAYMENTS: Occupant agrees to the following payments:
 - The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

Category	Amount Due	Payment Due Date
Reservation Fee:	\$	
Rent:	\$ 2,800.00	Due: June 28, 2007
Security Deposit:	\$ 1,000.00	Due: June 28, 2007
Cleaning Fee:	\$ 200.00	Due: June 28, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	

Total: \$ 4,000.00

- BALANCE I or Owner's reservation fee

- SECURITY I
 - The security deposit
 - All or an Occupant's ordinary return of security deposit
 - No interest
 - If the security deposit is released

Teddy [redacted] 16-05 1220 3842
Date 6/27/07
Pay to the Order of Jeffrey Phillips \$ 3,000.00
Three Thousand & 00/100 Dollars
BANK OF AMERICA, N.A.
DANA POINT BRANCH #1077
24801 DEL PRADO AVENUE

- CANCEL all payments Agreement and all n

Teddy [redacted] 16-05 1220 3843
Date 6/27/07
Pay to the Order of Jeffrey Phillips \$ 1,000.00
One Thousand & 00/100 Dollars
BANK OF AMERICA, N.A.
DANA POINT BRANCH #1077
24801 DEL PRADO AVENUE
DANA POINT, CALIFORNIA
949-837-3400

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VRA REVISED

Agent: [redacted]

Memo Security Deposit



ottward



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VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Phyllis [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 3281 Padaro Lane, situated in Carletona, County of Santa Barbara, California ("Premises"). The Premises has 3 (Three) bedroom(s) and 3 (Three) bath(s).
3. ARRIVAL AND DEPARTURE: Arrival: February 9, 2008 (Date) at 1:00pm (Time) Departure: February 23, 2008 (Date) at 11:00 am (Time)
4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 4 (Four) adults and 3 (Three) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:
- A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.
- B. Category

Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	October 31, 2007
Rent:	\$ 5,800.00	December 10, 2007
Security Deposit:	\$ 1,000.00	December 10, 2007
Cleaning Fee:	\$ 200.00	
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	

Total: \$ 9,000.00

6. BALANCE DUE; LATE CHARGE: If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ _____.
7. SECURITY DEPOSIT:
- A. The security deposit will be transferred to and held by Owner or held in Owner's Representative's trust account.
- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
- C. No interest will be paid on the security deposit unless required by local ordinance.
- D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
8. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant acknowledges receipt of a copy of this page

Occupant's initials ([Signature])



VRA REVISED 1/06 (PAGE 1 OF 3)

VACATION RENTAL AGREEMENT (VRA PAGE 1 OF 3)

Agent: _____ Phone: 805-692282 Fax: 805-691742 Prepared using WINForms software
Broker: RE/MAX SANTA BARBARA 1205 COAST VILLAGE RD, MONTECITO CA 93107



CALIFORNIA
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VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Jane [redacted] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 3051 Pastore Lane, Carpinteria, situated in _____, County of Santa Barbara, California ("Premises").
The Premises has Three (3) bedroom(s) and Two (2) bath(s).

3. ARRIVAL AND DEPARTURE:
Arrival: December 28, '07 (Date) at 1pm (Time) Departure: January 4, '08 (Date) at 11:00 a.m. (Time)

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 3 (Three) adults and 4 (Four) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:
A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is NONREFUNDABLE.

Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 1,000.00	September 30, 2007
Rent:	\$ 3,550.00	October 30, 2007
Security Deposit:	\$ 1,000.00	October 30, 2007
Cleaning Fee:	\$ 200.00	October 30, 2007
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 5,750.00	

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

7. SECURITY DEPOSIT:
A. The security deposit will be transferred to and held by Owner, or held in Owner's Representative's trust account.
B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
C. No interest will be paid on the security deposit unless required by local ordinance.
D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.

8. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant's Initials (_____) (_____)





VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Jim & Beverly [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as: 3281 Padaro Lane, Carpinteria, situated in _____, County of Santa Barbara, California ("Premises").
- The Premises has Three (3) bedroom(s) and Three (3) bath(s).
3. ARRIVAL AND DEPARTURE:
Arrival: July 1, 2008 (Date) at 1pm (Time) Departure: July 12, 2008 (Date) at 11:00 a.m. (Time).
4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 4 (four) adults and 0 children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:

A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

B. Category

Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,500.00	February 10, 2008
Rent:	\$ 6,135.00	May 1, 2008
Security Deposit:	\$ 1,000.00	May 1, 2008
Cleaning Fee:	\$ 200.00	May 1, 2008
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	
Total:	\$ 9,835.00	

6. **BALANCE DUE; LATE CHARGE:** If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ _____.
7. **SECURITY DEPOSIT:**
- A. The security deposit will be transferred to and held by Owner; or held in Owner's Representative's trust account.
- B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary to: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
- C. No interest will be paid on the security deposit unless required by local ordinance.
- D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
8. **CANCELLATION; REFUND:** If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant's Initials (_____) (_____)





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VACATION RENTAL AGREEMENT

(Intended for occupancy of 30 days or less)

(C.A.R. Form VRA, Revised 1/06)

1. OCCUPANT: Marcia K [REDACTED] ("Occupant") agrees as follows:
2. PROPERTY: Occupant rents, for vacation purposes only, the furnished real property and improvements described as 3261 Padaro Lane, Carpinteria, situated in _____, County of Santa Barbara, California ("Premises").
The Premises has Three (3) bedroom(s) and Three (3) bath(s).

3. ARRIVAL AND DEPARTURE:
Arrival: July 13, 2008 (Date) at 1pm (Time) Departure: July 27, 2008 (Date) at 11:00 a.m. (Time).

4. AUTHORIZED USE AND GUESTS: The Premises are for the sole use as a personal vacation residence by not more than 4 (Four) adults and 4 (Four) children. (If checked) In addition to the Occupant identified in paragraph 1, only the following shall reside at the Premises: _____ ("Authorized Guests").

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

5. PAYMENTS: Occupant agrees to the following payments:
A. The Premises will not be held for Occupant until both the reservation fee and this Agreement signed by Occupant have actually been received. Once paid, the reservation fee is for services rendered in entering into this Agreement and is **NONREFUNDABLE**.

B. Category	Amount Due	Payment Due Date
Reservation Fee:	\$ 2,000.00	September 30, 2007
Rent:	\$ 9,000.00	June 1, 2008
Security Deposit:	\$ 1,500.00	June 1, 2008
Cleaning Fee:	\$ 200.00	June 1, 2008
Other:	\$	
Other:	\$	
Transient Occupancy Tax:	\$	

Total: \$ 12,700.00

6. BALANCE DUE; LATE CHARGE: If any amount due is not received by the applicable Payment Due Date, Owner may, at Owner's or Owner's Representative's sole discretion, either terminate this Agreement and refund to Occupant all payments except the reservation fee, or impose a late charge of \$ _____.
7. SECURITY DEPOSIT:
A. The security deposit will be transferred to and held by Owner, or held in Owner's Representative's trust account.
B. All or any portion of the security deposit, upon termination of occupancy, may be used as reasonably necessary for: (i) cure Occupant's default in payment of rent, non-sufficient funds ("NSF") fees or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Occupant or Occupant's guests or licensees; (iii) clean the Premises; and (iv) replace or return personal property or appurtenances. Within three weeks after Occupant vacates the Premises, Owner shall: (1) furnish Occupant an itemized statement indicating the amount of any security deposit (i) received, (ii) withheld and the basis for its disposition, and (iii) withheld pending receipt of utility, phone and _____ bills; and (2) return any remaining portion of the security deposit to Occupant.
C. No interest will be paid on the security deposit unless required by local ordinance.
D. If the security deposit is held by Owner, Occupant agrees not to hold Owner's Representative responsible for its return. If the security deposit is held by Owner's Representative and the security deposit is released to someone other than Occupant, then Owner's Representative's only duty shall be to notify Occupant, in writing, where and to whom the security deposit has been released.
8. CANCELLATION; REFUND: If Occupant cancels or otherwise terminates this Agreement prior to the latest Payment Due Date, all payments except the reservation fee will be refunded to Occupant. If Occupant cancels or otherwise terminates this Agreement after the latest Payment Due Date, Occupant shall be responsible for rent, commission to Owner's Representative and all marketing and preparation costs necessary to ready the Premises for re-rental.

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Occupant's initials: _____ (_____)



VRA REVISED 1/06 (PAGE 1 OF 3)

VACATION RENTAL AGREEMENT (VRA PAGE 1 OF 3)

Agent: _____ Phone: 8059692232 Fax: 8059691742 Prepared using WINForms software
Broker: RE/MAX SANTA BARBARA 1005 COAST VILLAGE RD. MONTECITO CA 93108

Lenzi, Chelsea

From: Paul Pease <paul@zacamesa.com>
Sent: Tuesday, September 19, 2017 11:00 PM
To: sbcob
Subject: Short Term Rentals

Hi:

I understand there is a meeting Oct 3 regarding short term rentals. Although we do not have any STR's on our property, we do have visitors to our tasting room that rent STR's. We have employees here at Zaca Mesa that have raised their families working at Zaca Mesa

Ruben Camacho: 40 years

Jose Aguiniga: 35 years

Agustin Robles: 33 years

and several more for over fifteen years.

We rely more and more on our Direct To Consumer business for us to keep our operation open, but our visitorship has declined every year since a high of over 27,000 in 2010 to a projected 18,000 in 2017 (first time below 20,000 visitors since we have kept track in 2000). We depend on visitors to be able to visit the region, taste, and buy our wine. Restricting STR's will continue to kill our ability to function as a business and threaten any opportunity for us or anyone else to create a sustainable employment environment in our community. thank you for considering not to restrict STR's in Santa Barbara County

Sincerely

Paul Pease

General Manager

Zaca Mesa Winery

(ofc): 805-688-9339 x 303

Cell

310-890-3044

[Website](#) [Facebook](#) [Twitter](#) [Instagram](#)

*****CONFIDENTIALITY NOTICE*****

This email and any attached files contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the person to whom this email is addressed.

To the Board of Supervisors
County of Santa Barbara, CA
September 23, 2017

We are writing to you to provide some insight into what it is like to live near a "short term rental".

We live on Holiday Hill Rd in the foothills of Goleta. There are about 30 one acre parcels in our neighborhood. One of the 30 parcels is a 4 bedroom home with a large pool, jacuzzi, and sound system that is rented often through "Airbnb". Our otherwise peaceful, pastoral neighborhood is frequently disturbed by traffic, multiple parked cars on the street, loud music, and loud shouting from the pool. We have spoken to the owner (who does NOT live there and has another residence) and he HAS been responsive when there is a problem and we threaten to call the police. However, that does not alter the fact that he and the county are profiting handsomely at our expense. It is simply not fair. We all pay property taxes, local taxes, etc, and yet we are victimized by ongoing harassment by strangers to the area.

I am sure you, personally, as homeowners, do not want to see your own neighborhood degraded. Many of us have sacrificed much to live in a nice neighborhood in this wonderful city. Please, don't let it continue to be spoiled by a vocal, extremely small minority of self serving money grabbers. In addition, I wish you could make the observation at the hearing that the proponents of short term rentals are there because it is part of their JOB to be there. Most of us in the neighborhood hold regular jobs and need to be at work by 8AM on Wednesday morning. That speaks volumes in my mind. Thank you for your consideration of our point of view. We are confident that cooler heads will prevail on this issue.

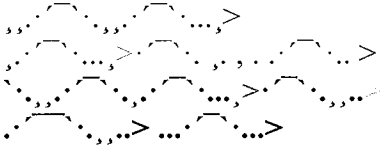
Thank you,

Ray Noack
Claire Noack
1551 Holiday Hill Rd.
Goleta, Ca 93117

Lenzi, Chelsea

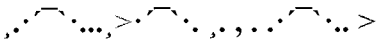
From: Robin Abrahamson Masson <robin.masson@gmail.com>
Sent: Saturday, September 16, 2017 6:41 PM
To: sbcob
Subject: STRs on Ag land

I support STRs on Ag Land. Please allow and encourage their continued existence.
thank you.



Robin Abrahamson Masson
Mediator

www.massonmediator.com



BANNING AG STRs WILL BENEFIT THE PASO WINERIES AND INCREASE THE DEFICIT

By Stephen Pepe

President EconAlliance

STRs are short -term rentals we know as Airbnb. Our shortage of reasonably priced hotel rooms makes STRs popular with wine tourists. The complaints against STRs are noise, parking and traffic. These are correct in residential areas but are non -existent on AG land.

There are many benefits to STRs on agricultural land:

- Extra income will keep farmers in farming.

- Consumers who stay on farm land will be more loyal customers.

- Urban dwellers who support the farm to table and organic movements want AG land experiences.

For the Supervisors October 3rd meeting they directed staff to prepare a STR Ordinance that:

Bans STRs in:

- Residential zones;

- AG-I Zones (40 acres or less) but with a “home stay” exception; and

- AG - II Zones (40+ acres) but with a ‘farm stay’ exception.

According to the County staff there are 535 lawful STRs in the County providing \$1,669,810 dollars in Bed Tax revenue. Of those legitimate STRs 24% (128) are on AG I or AG II land. Staff also estimated an equal number of STRs is operating illegally and not paying an estimated additional \$1.5 million in Bed Tax. Staff also

stated that the Supervisors' decision would eliminate 92% of existing STRs because they would not qualify for the exceptions.

Banning STRs will continue the Supervisors' hostility to wine tourists. Paso Robles two hours north of us attracts 1.5 million wine tourists. Santa Barbara County attracts 866,000. The Paso Robles wine tourists are not coming from Bakersfield or the Bay Area. They are from the southland. They are driving thru Santa Barbara to stay in Paso Robles because of the shortage of reasonably priced hotel rooms, because they want to experience staying on vineyards and dining in vineyard restaurants which are permitted in Paso Robles but prohibited in Santa Barbara County. They also want to see where the grapes are grown, where the wine is made and interact with the winemakers, all of which are permitted in Paso Robles while Santa Barbara continues to cram wine tourists into urban tasting rooms divorced from the vineyard and winery.

The Visit Santa Barbara statistics for the last several years record an increase in day trippers confirming that southland wine tourists are stopping in Santa Barbara for lunch and continuing North to stay in Paso Robles.

The EVP & Founder of Silicon Valley Bank's Wine Division-Rob McMillian's presentation at the EconAlliance – Vintners Wine/Tourism Forum on June 26, 2017 demonstrated that by all available metrics the Santa Barbara Wine Industry is a distant "also-ran" to the Paso Robles Wine Industry.

Tourist Wine Club sales-	Paso 58%	S. B. 53%
Avg. bottle price -	Paso \$41.30	S. B. \$39.37
Tot. Rev. from DTC	Paso 73%	S. B. 64%
Avg. Winery/month Visitors	Paso 1,342	S. B. 751 (US Ind. Avg. is 1,116)
Avg. Tasting Room Purchase	Paso \$86	S. B. \$74

Avg. Length of Club Mem. Paso 34 mos. S. B. 28 mos. (US Ind. Avg. 30 mos.)

From 2014 to 2016 Santa Barbara had a 4% drop in Direct to Consumer revenue and a 9% drop in cases sold.

On March 7, 2017, the San Luis Board of Supervisors voted to permit STRs on Williamson Act land.

Banning STRs on Ag land has no rational basis and will benefit the Paso wineries and adversely impact the Santa Barbara wine industry and County taxes.

If you support STRs on AG land, please email the Supervisors at sbcob@co.santa-barbara.ca.us and tell them so.

Lenzi, Chelsea

From: Susan Insch <susan4298@gmail.com>
Sent: Friday, September 22, 2017 6:38 AM
To: sbcob
Subject: STRs need approval similar to San Luis County

September 22, 2017

Dear Supervisors,

STRs are an important tool for the economic health of our agriculture sector, and can help us keep competitive with San Luis County.

Your current direction to staff would cripple our ag sector's efforts to stay economically viable. Let our farms and ranches stay small and local.

I understand the issues with STRs in neighborhoods, but the ag zones don't have the same issues, especially since most ag properties have owners in residence when STRs are also there.

Encourage STRs on our ag land, educate the community so that bed-tax revenues are better collected, and help develop tourism rather than hinder.

Thank you,
Susan Insch

Lenzi, Chelsea

From: Tamara Rowles <tamara@rowlesholdings.com>
Sent: Friday, September 15, 2017 9:23 AM
To: sbcob
Subject: Short term rentals in the SBC

Dear County Supervisors,

I write to indicate my opposition to any ban of short term rentals, or any "farm stay" limitation on Ag-II property. My husband and I own two adjacent 100+ acre parcels (zoned Ag-II) in Los Alamos. One of the parcels contains a large vineyard and another parcel has a large ranch home that we intend to rent to short term renters who are visiting this beautiful Santa Ynez Valley. Our property is extremely private and secluded, with very little risk that neighbors will complain about people staying on our ranch.

The Santa Ynez Valley prospers from the wine and event business, such as parties and weddings. Santa Barbara County wineries and vineyards are already faced with so much restriction that we are losing much needed tourism to our neighbors in the San Luis Obispo County. Weekend tourists from Los Angeles pass the Santa Barbara County by as they go to stay in Paso Robles, in large part because those wineries are allowed to offer food and lodging on their properties, which creates a better experience for their tourists. While we commend your recent decision to put a planned highly restrictive wine ordinance on hold to draft a better suited one for our community, I request that you also reconsider your current plan to draft a highly restrictive ban on short term rentals on Ag land.

While we technically can offer "farm stays" on our property, I'm not sure why we should have to. Our property is well suited to accommodate guests and tourists. Many families seek to rent our five bedroom home because there are very few places where families can stay together on one property, especially when they are in town for an event or wedding. Hotel rooms cannot offer the type of family friendly experience we can, especially for families with young children. Not all of our guests are here for a "farm experience" nor do they want to give up their precious time to take a mandatory vineyard tour or the like. We can offer vineyard tours or classes, but we don't have a winery and frankly we don't have the staff to offer these types of experiences, which require significant planning and risk of liability on our part should one of our guests get injured on a vineyard tour. Guests should be free to stay on our property without having to participate on a "farm stay" type experience. It should be an option, at the behest of the landowner, not a requirement.

I would also like to point out that we charge upwards of \$1000/night for our home, which generates \$120 per night in transient occupancy tax income to the county. The better we do, the more TOT income we can offer the county. Putting a "farm stay" restriction on our property will hinder our ability to rent our home to certain types of clientele.

I hope you consider my request, which I know echoes many of the concerns of property owners like myself in our beautiful county. Let's keep it thriving together.

I appreciate your consideration and your efforts.

Very truly yours,

Tamara M. Rowles, Esq.

Lenzi, Chelsea

From: Valerie <valerielesher@gmail.com>
Sent: Tuesday, September 26, 2017 8:55 PM
To: sbcob
Subject: Vacation rentals

Board of Supervisors

We are in support of short term vacation rentals on AG 1 + in Santa Barbara County. We've used it many times while traveling & it's so nice not having to try & get connecting hotel rooms or at least on the same floor. Very convenient for larger groups &/or families.

Please support this.

Thank you
Valerie Lesher
Solvang