

# MONO COUNTY PLANNING COMMISSION

---

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## Special Planning Commission Meeting

June 25, 2025 at 1:30 pm

Bridgeport Board Chambers  
2nd floor County Courthouse  
278 Main Street  
Bridgeport, CA 93517

This meeting will be held in person at the location listed above. Additionally, a teleconference location will be available where the public and members of the Commission may participate by electronic means. Members of the public may participate in person and via the Zoom Webinar, including listening to the meeting and providing comment, by following the instructions below.

### TELECONFERENCE INFORMATION

**1. Mammoth Teleconference Location** -June Lake Room, First Floor, Mono County Civic Center, 1290 Tavern Road, Mammoth Lakes, CA 93546

#### **2. Joining via Zoom**

You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### **To join the meeting by computer**

**Visit:** <https://monocounty.zoom.us/j/83314694140>

Or visit <https://www.zoom.us/> and click on “Join A Meeting.” Use Zoom Meeting ID: 833 1469 4140

To provide public comment (at appropriate times) during the meeting, press the “Raise Hand” hand button on your screen and wait to be acknowledged by the Chair or staff. Please keep all comments to 3 minutes.

#### **To join the meeting by telephone**

Dial (669) 900-6833, then enter *Webinar ID*: 833 1469 4140

To provide public comment (at appropriate times) during the meeting, press \*9 to raise your hand and wait to be acknowledged by the Chair or staff. Please keep all comments to 3 minutes.

*\*Agenda sequence (see note following agenda).*

#### **1. CALL TO ORDER & PLEDGE OF ALLEGIANCE**

#### **2. PUBLIC COMMENT:** Opportunity to address the Planning Commission on items not on the agenda

#### **3. CONSENT AGENDA ITEMS**

A. Review and adopt minutes of May 15, 2025 (pg. 1)

---

DISTRICT #1  
COMMISSIONER  
Patricia Robertson

DISTRICT #2  
COMMISSIONER  
Roberta Lagomarsini

DISTRICT #3  
COMMISSIONER  
Jora Fogg

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza

#### **4. PUBLIC HEARING**

- A. **No earlier than 1:30 pm. UP 25-003 KURO LLC VHR** –Applicant requests a vacation home rental in an existing condominium at the Edgewater Condos #10 located at 112 Knoll Avenue in June Lake (APN # 015-076-010-000). The 1.35-acre property has a Land Use Designation of Multi-Family Residential, High (MFR-H) and the project is subject to Chapter 26 of the Mono County General Plan. (*Staff: Olya Egorov*) (pg. 3)
- B. **No earlier than 1:50 pm. UP 25-004 Valletta VHR**- Applicant is seeking a vacation rental permit for two of four multi-family residential units located at 34 Foster Avenue in June Lake (APN:015-111-032-000). The parcel is 0.23 acres and has a land use designation of Mixed Use (MU). The project is subject to Chapter 26 of the Mono County General Plan and staff is recommending denial. (*Staff: Aaron Washco*) (pg. 84)

#### **5. INFORMATIONAL/CORRESPONDENCE**

- A. Mono County Housing Survey (pg. 127)

#### **6. REPORTS**

- A. Director (pg. 129)
- B. Commissioners

#### **7. ADJOURN at** to scheduled Special Meeting on July 17, 2025, at 9:00 am.

**NOTE:** Although the Planning Commission generally strives to follow the agenda sequence, it reserves the right to take any agenda item – other than a noticed public hearing – in any order, and at any time after its meeting starts. The Planning Commission encourages public attendance and participation.

In compliance with the Americans with Disabilities Act, anyone who needs special assistance to attend this meeting can contact the Commission secretary at 760-924-1804 within 48 hours prior to the meeting to ensure accessibility (see 42 USCS 12132, 28CFR 35.130).

\*The public may participate in the meeting at the teleconference site, where attendees may address the Commission directly. Please be advised that Mono County does its best to ensure the reliability of videoconferencing but cannot guarantee that the system always works. If an agenda item is important to you, you might consider attending the meeting in Bridgeport.

Full agenda packets, plus associated materials distributed less than 72 hours prior to the meeting, will be available for public review at the Community Development offices in Bridgeport (Annex 1, 74 N. School St.) or Mammoth Lakes (1290 Tavern Rd, Mammoth Lakes, CA 93546). Agenda packets are also posted online at [www.monocounty.ca.gov / departments / community development / commissions & committees / planning commission](http://www.monocounty.ca.gov/departments/community%20development/commissions%20&%20committees/planning%20commission). For inclusion on the e-mail distribution list, send request to [hwillson@mono.ca.gov](mailto:hwillson@mono.ca.gov)

Commissioners may participate from a teleconference location. Interested persons may appear before the Commission to present testimony for public hearings, or prior to or at the hearing file written correspondence with the Commission secretary. Future court challenges to these items may be limited to those issues raised at the public hearing or provided in writing to the Mono County Planning Commission prior to or at the public hearing. Project proponents, agents or citizens who wish to speak are asked to be acknowledged by the Chair, print their names on the sign-in sheet, and address the Commission from the podium.

# MONO COUNTY PLANNING COMMISSION

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

## Draft Minutes

May 15, 2025, 9:00 a.m.  
Mono Lake Room First floor  
Mono County Civic Center  
1290 Tavern Road, Mammoth Lakes, CA 93546  
Visit: <https://monocounty.zoom.us/j/84464537336>

**COMMISSIONERS:** Jora Fogg, Roberta Lagomarsini, Chris Lizza

**STAFF:** Heidi Willson, planning commission clerk; Emily Fox, County Counsel; Erin Bauer, planning analyst; Wendy Sugimura, director

**PUBLIC:** Heidi Vetter, Chris Cloyd, Lydia March

*\*Agenda sequence (see note following agenda).*

### 1. CALL TO ORDER & PLEDGE OF ALLEGIANCE

- Meeting called to order at 9:02 am and the Commission lead the Pledge of Allegiances.

### 2. PUBLIC COMMENT: Opportunity to address the Planning Commission on items not on the agenda

- No public comment.

### 3. CONSENT AGENDA ITEMS

#### A. Review and adopt minutes of March 20, 2025

**Motion:** Approve minutes as presented.

Motion Lagomarsini; Lizza second.

*Roll-call vote – Ayes: Fogg, Lagomarsini, Lizza. Absent: Robertson, Bush.*

Motion Passes 3-0 with 2 absent.

### 4. SET JUNE MEETING DATE

- Sugimura provided an overview regarding the special June meeting. The Commission decided to hold the meeting on June 25 at 1:30 pm in the Bridgeport Chambers.

### 5. PUBLIC HEARING

#### A. No earlier than 9:00 am. UP 25-003 KURO LLC VHR – applicant has requested continuance to June. Applicant requests a vacation home rental in an existing condominium at The Edgewater Condos, which is located at 112 Knoll Avenue in June Lake (APN # 015-076-010-000). The 1.35-acre property has a Land Use Designation of Multi-Family Residential, High (MFR-H) and the project is subject to Chapter 26 of the Mono County General Plan. *Staff: Olya Egorov*

- **Public hearing opened at 9:13 am.**
- **No public comment**

DISTRICT #1  
COMMISSIONER  
Patricia Robertson

DISTRICT #2  
COMMISSIONER  
Roberta Lagomarsini

DISTRICT #3  
COMMISSIONER  
Jora Fogg

DISTRICT #4  
COMMISSIONER  
Scott Bush

DISTRICT #5  
COMMISSIONER  
Chris I. Lizza

- **Public hearing continued until June 25, 2025, at 9 am.**

**Motion:** Continue UP 25-003 Kuro LLV VHR per the request of the applicant.

Motion Lagomarsini; Second Fogg.

*Roll-call vote – Ayes: Fogg, Lagomarsini, Lizza. Absent: Robertson, Bush.*

Motion Passes 3-0 with 2 absent.

## 6. WORKSHOP:

### A. General Plan Amendment on short-term and transient rental policies and regulations. *Staff: Aaron Washco.*

*Aaron Washco.*

- Washco gave a presentation on the proposed changes to the short-term and transient rental policies and regulations and answered questions from the Commission.
- Public comment from Heidi Vetter, Lynda March, Chris Cloyd with concerns to the outreach effort regarding the policy changes, 2 permit process, economic impact for June Lake, no balance between STR's and work force housing, the previous June Lake STR policy worked.
- Commissioner Lagomarsini requested a tour of June Lake area to better understand neighborhoods and impacts.
- Sugimura stated that the Planning department would poll the Commission to schedule a June Lake Tour.
- Commissioner Fogg suggested a ministerial permit for condos instead of a use permit.

### B. Industrial Hemp Cultivation. *Staff: Brent Calloway*

- Calloway provided a presentation on the Industrial Hemp Cultivation and answered questions from the Commission.

## 7. REPORTS

### A. Director

- Sugimura provided a written report and answered questions from the Commissioners.

### B. Commissioners

- No Commissioners reports provided.

## 8. ADJOURN at to scheduled Special Meeting on June 25, 2025, at 1:30 pm.



# Mono County Community Development Department

P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1800, fax 924-1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

## Planning Division

P.O. Box 8  
Bridgeport, CA 93517  
(760) 932-5420, fax 932-5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 25, 2025

**TO:** Mono County Planning Commission

**FROM:** Olya Egorov, Planning Analyst

**RE:** Use Permit 25-003 (Kuro LLC Transient Rental)

### STAFF RECOMMENDATION

The Mono County Planning Commission should take one of the following actions:

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes;
2. Determine that the required findings can be made as contained in the staff report;
3. Approve Use Permit 25-003; and
4. Find that the project qualifies as a Categorical Exemption under the California Environmental Quality Act §15301 and instruct staff to file a Notice of Exemption.

### OR

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes;
2. Determine that the required findings cannot be made as contained in the staff report;
3. Deny Use Permit 25-003; and
4. Find that the California Environmental Quality Act does not apply to the project under §15270.

### PROJECT PROPOSAL

The project requests a transient rental at the Edgewater Condos #10 at 112 Knoll Avenue in June Lake (APN # 015-076-010-000). The Edgewater Condos is a 1.35-acre property with a Land Use Designation (LUD) of Multi-Family Residential – High (MFR-H) (Figure 1). The intention of the LUD is to “encourage multifamily units by allowing for higher population densities and to provide for commercial lodging facilities; i.e., hotels, motels.” The project proposes a maximum occupancy of six persons and two vehicles per stay. The rental will not be owner-occupied, and the applicant will contract a property management company to operate the transient rental.



*Figure 1: Edgewater Condos (facing east)*

## **PROJECT BACKGROUND**

Historically, transient rentals in condominiums could be permitted outright with a business license and transient occupancy tax (TOT) certificate under the existing nonconforming findings of Chapter 34 of the Mono County General Plan (MCGP) Land Use Element (LUE). However, on April 16, 2024, the Mono County Board of Supervisors adopted Resolution 24-038 (R24-038) which states that the existing nonconforming findings can no longer be made for such units. Therefore, upon a change of ownership, the Resolution requires all new owners seeking transient rentals in condominiums to follow the applicable existing regulations. For properties designated as MFR-H, transient rentals are subject to a use permit.

The subject unit has been rented for the past seven years as a transient rental. However, after the adoption of R24-038, the unit was purchased by a new owner. The new owner was unaware that approvals were required and applied for a business license on December 11, 2024. Community Development, with the concurrence of County Counsel, informed the applicant that a business license could not be issued until the required permits and licenses had been secured. Subsequently, the new owner submitted a use permit application, which was accepted by the Land Development Technical Advisory Committee (LDTAC) on April 7, 2025. During processing, the subject unit was identified on online platforms for rent on a short-term basis (i.e., for 30 consecutive days or less). The unit also appeared to have future bookings. Under Chapter 26 of the MCGP LUE and Chapter 5.65 of Mono County Code (MCC), any form of advertising for an unpermitted short-term rental unit is prohibited. Chapter 5.65 also prohibits transient rentals if all the necessary approvals have not been granted. Code Enforcement responded to the incident and issued a Notice of Violation on April 21, 2025.

If a use permit is approved for the project by the Mono County Planning Commission, the applicant must also obtain a Vacation Home Rental (VHR) permit, business license, and TOT certificate – all of which are ministerial – prior to operation. The use permit allowing a transient rental would transfer to a new owner if the property is sold in the future because use permits are attached to the land. The ministerial permits and licenses are specific to the owner and would not transfer with the sale of the property.

## **EDGEWATER HISTORY**

In 1983, the development plan for the Edgewater Condos was approved by the Mono County Planning Commission as a high-quality resort-residential development within the community of June Lake. It was intended that each unit would be owned and used privately for residential purposes.

The parcel was zoned for District – Multi-Family Community (R-3-CP), which was intended to maintain the residential character of the district, encourage the highest and best use of certain land areas, and establish a desirable optimum density of population in keeping with the adopted community plan of which the district is a part. Further, the district intended to provide for the development of recreation-oriented accommodations and services deemed vital to the economic well-being of the community and the county (Figure 2).

After approval, the developer submitted a use permit modification to reduce the density of the project. According to the application, the reduced density would make the units more saleable to prospective homeowners. The initial study for the modified proposal writes that it was "envisioned that the project [would] provide not only seasonal accommodations for visitors but also permanent residences for members of the local community." In 1984, the Mono County Planning Commission approved the modified development plan (see Attachment 1). The MFR-H designation was assigned to the parcel after Mono County combined the zoning code with the MCGP LUE.

On January 25, 1984, the Edgewater Homeowners' Association (HOA) recorded Covenants, Conditions & Restrictions (CC&Rs) for the property. Amendments were executed on October 21, 2004, and July 24, 2013, which both amended verbiage under Section 3.1. ("Residential Use"). The Edgewater CC&Rs initially stated, "no owner shall rent, lease, or let his condominium for transient or hotel purposes" but were changed in 2013 to allow transient rentals (see Attachment 2).

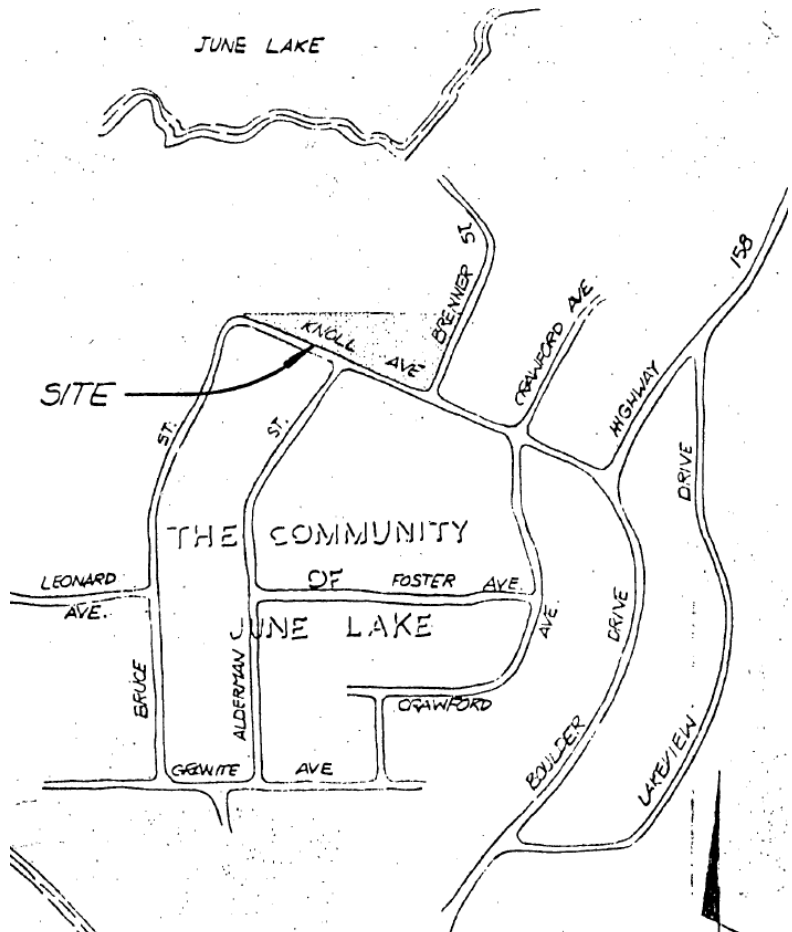


Figure 2: Vicinity Map from Archives

*Note: The findings do not consider the Edgewater CC&Rs in the analysis because Mono County does not enforce CC&Rs. Enforcement is a matter between the Edgewater HOA and private property owners. The Edgewater CC&Rs were included as an attachment because public comments refer to these rules and regulations and thus, a Planning Commissioner requested a copy.*

## PROJECT SETTING

The Edgewater Condos is a 20-unit complex in the June Lake Village. The property has five buildings, each of which has four townhomes and four garages. Out of the 20 condominium units, 14 (70%) are used as transient rentals. The parcel is adjacent to developed and undeveloped properties designated as MFR-H, Commercial Lodging – High (CL-H), Mixed Use (MU), and Resource Management (RM) (Figure 3). The undeveloped land is owned by the U.S. Forest Service and the developed properties include a mix of residential units, businesses, and commercial

lodging. The June Lake Village has the most diverse housing stock in the community as a result of the mixed residential and commercial uses. The MCGP LUE notes that the majority of the June Lake Loop's rental and affordable units exist in the Village.

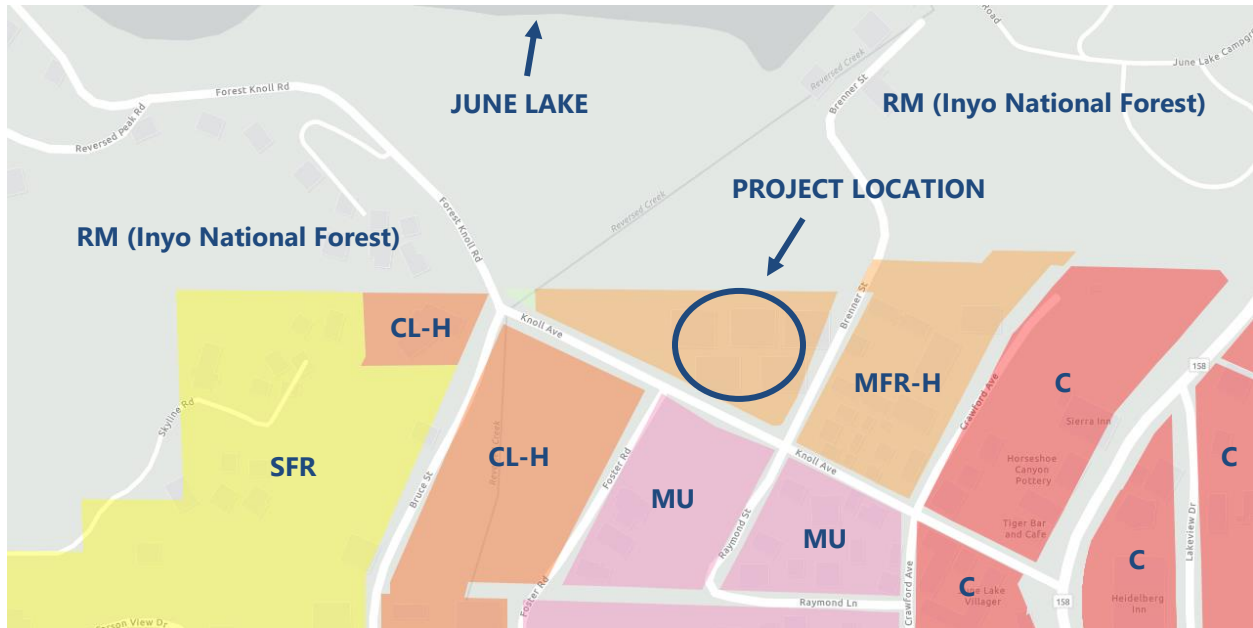


Figure 3: Adjacent LUDs to the Subject Property

The complex offers two entry points from Knoll Avenue and Brenner Street. Knoll Avenue is a 40-foot wide, paved public road that runs through the June Lake Village. The two-lane road is maintained by Public Works. Brenner Street is a 25-foot wide, paved public road that provides access to June Lake. This two-lane road is also maintained by Public Works. Both roadways are frequented by vehicles and non-motorized users (e.g., pedestrians). The roadways have limited infrastructure for non-motorized use.

### ENVIRONMENTAL IMPACT

If approved, the proposed project is consistent with a Class 1 Categorical Exemption under §15301 of the California Environmental Quality Act (CEQA). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Examples include but are not limited to:

- Conversion of a single-family residence to office use

The condominium was previously used as a transient rental prior to the adoption of R24-038. When the project was accepted by Community Development, the unit was used on a short-term basis as a second home. Thus, the short-term use constitutes the baseline for the environmental analysis. The project does not propose any new structures or amenities that would alter or expand uses on the property. The project is required to follow standards and requirements under Chapter 26 of the MCGP LUE, which are intended to minimize potential impacts of transient rentals such as noise and traffic. Therefore, it is unlikely that the project will result in

environmental impacts to the neighborhood because the use of the residential unit on a short-term basis involves no addition or expansion of use.

*Note: In accordance with §15270, the California Environmental Quality Act does not apply to projects in which a public agency rejects or disapproves.*

### **MONO COUNTY GENERAL PLAN CONSISTENCY**

The need for housing that is affordable to locals in Mono County has elevated the controversy surrounding short-term and transient rentals. On May 3, 2022, the Mono County Board of Supervisors adopted an emergency moratorium on permits for short-term and transient rentals in single-family residential units in all LUDs. The moratorium was extended on June 14, 2022, to provide time to analyze the impacts of transient rentals on housing for year-round residents and the workforce of Mono County. A study titled, "Mono County Short-Term Rental Housing Study," was completed on February 12, 2024, and policy direction was provided to staff on April 2, 2024. Prior to the conclusion of the moratorium, the Mono County Board of Supervisors adopted R24-038 on April 16, 2024, which provides direction on how to process requests for short-term and transient rentals while new regulations are under development.

### **LAND USE DESIGNATION & DEVELOPMENT STANDARDS**

**Intent and Permitted Uses:** The property has a LUD of MFR-H which is intended "to encourage multifamily units by allowing for higher population densities and to provide for commercial lodging facilities; i.e., hotels, motels." Condominiums and transient rentals are both permitted subject to a use permit.

**Maximum Lot Coverage and Snow Storage:** To assess the project, Public Works provided parcel maps to compare with the available site plans, and a site visit was conducted on April 25, 2025 (Figure 4). The available open space on the property appears to comply with the maximum lot coverage of 60% and snow storage requirement that is 65% of the area from which the snow is to be removed (i.e., parking, access walkways, and roads). Additionally, the use permit modification states that the project will achieve a maximum lot coverage of 35% for the development. A more detailed analysis was not conducted because the property is owned by more than one private party, which places an undue burden on an individual owner to collect the full extent of survey materials. Additionally, the exterior facilities and amenities are the responsibility of the Edgewater HOA.



Figure 4: Open Space (facing northwest)

**Minimum Setbacks:** The MFR-H LUD requires minimum setbacks of 20 feet in the front and 10 feet for the side and rear. The front yard setback is estimated at 25 feet and the side and rear setbacks appear to be 10 feet. In 2023, the State of California adopted the State Minimum Fire Safe Regulations (SMFSR), which requires a minimum of 30-foot setbacks for all buildings from all property lines and/or center of a road. The project is exempt under §1270.03(a) of the SMFSR because the regulations do not apply to maps approved before January 1, 1991. Therefore, the



property meets the minimum required setbacks of the LUD but is existing nonconforming under the SMFSR.

### **LAND DEVELOPMENT REGULATIONS**

**Chapter 06 (Parking):** Section 06.100 of the MCGP LUE specifies that residential units must have two parking spaces per unit. Each townhome has one covered garage parking space and one uncovered parking space in the lot. The property also has five guest parking spaces. All parking spaces meet the minimum size requirements under Chapter 26 of the MCGP LUE.

**Chapter 22 (Fire Safe Regulations):** Use permits within the State Responsibility Areas (SRAs) require an analysis of the current SMFSR (effective April 1, 2023), which supersede Chapter 22 of the MCGP LUE. Consistent with §1270.03(a) of the SMFSR, this project is exempt because the SMFSR regulations do not apply to parcel maps approved after January 1, 1991. The June Lake Fire District was notified about the project on April 29, 2025, and did not share any concerns about the property or proposed use.

**Chapter 23 (Dark Sky Regulations):** As of April 25, 2025, the light fixtures in the complex complied with dark sky regulations. All fixtures were shielded and positioned downward. All exterior facilities and amenities are the responsibility of the Edgewater HOA.

**Chapter 26 (Transient Rentals):** Transient rentals in non-residential LUDs are subject to Chapter 26 of the MCGP LUE. Prior to the issuance of any permits, applicants must certify in writing that the transient rental complies with the standards and requirements under Section 26.040 of the MCGP LUE.

### **LAND USE ELEMENT**

**Countywide Issues/Opportunities/Constraints:** Countywide Issues/Opportunities/Constraints of the MCGP LUE describes the short-term rental phenomenon and their rapid growth in residential neighborhoods. Short-term rentals meet a tourism market need. However, short-term rentals will also continue to impact neighborhoods and housing (see Attachment 3).

**Issues/Opportunities/Constraints for June Lake:** Issues/Opportunities/Constraints for June Lake recognizes that the short-term rentals are complex, controversial, and sometimes personal in nature due to their proximity to residential neighborhoods. Residents are concerned about disruption to the sense of neighborhood, inappropriate behavior, property values, and a reduction in workforce housing units. There is also acknowledgement that short-term rentals meet a tourism market need in June Lake and contribute to tax revenue for Mono County (see Attachment 3).

**Countywide Land Use Policies:** The countywide land use policies encourage a balanced approach to economic development and land use. Affordable housing is encouraged, and existing workforce/affordable housing should be protected. A sufficient amount of land should allow for a variety of lodging facilities, and suitable areas should be designated for "commercial lodging." Regulations of short-term rentals are needed in residential LUDs. The existing tourist economy should be supported by a sufficient bed base and visitor accommodations (see Attachment 3).

**Land Use Policies For June Lake:** The land use policies for June Lake state that development should retain the community character and support the tourist economy. The complexity of short-term rentals should be addressed and guided by public engagement. Residents and visitors should have a wide array of housing alternatives (see Attachment 3).

## **REVIEW OF RECENT DECISIONS ON TRANSIENT RENTALS**

Following the moratorium, the following decisions were made on transient rentals:

- UP 25-002 (Monteverde) requested one or two transient rentals in a duplex in the June Lake Village on a parcel is designated as Commercial (C). The Mono County Planning Commission denied the request (2-2) in April of 2025. Reasons for the decision included the proposed use would be detrimental to the public welfare because the proposal would lead to a reduction in the number of residential units available for long-term rental to the local workforce, and the proposed use is inconsistent with the map and text of the MCGP LUE. The applicant appealed, and the Mono County Board of Supervisors tentatively reversed the decision of the Mono County Planning Commission (3-2) in June of 2025. The findings under Section 32.010 of the MCGP LUE will be made by the Mono County Board of Supervisors in July of 2025.
- UP 24-009 (Poe) requested a transient rental in a single-family residence on a parcel designated as Commercial Lodging-Moderate (CL-M) in the Down Canyon neighborhood of June Lake. The Mono County Planning Commission denied the project (5-0) in December of 2024 because the finding under Section 32.010.C. of the MCGP LUE could not be made. The applicant appealed, and the Mono County Board of Supervisors upheld the decision (3-2) of the Mono County Planning Commission in February of 2025.
- UP 24-004 (Morgan) requested a transient rental in a single-family residence on a parcel designated as C in the June Lake Village. The project was approved by the Mono County Planning Commission (2-1) in October of 2024. Reasons cited included the location in the June Lake Central Business District, the C LUD, and the value of the home in relation to the values of homes that are considered starter homes.
- UP 22-004 (Valetta) requested transient rentals in two of four units in a fourplex located on a parcel designated as MU in the June Lake Village. The project was denied by the Mono County Planning Commission in June of 2022. The reasons for the decision included the proposal would lead to a reduction in the number of residential units available for long-term rental to the local workforce, and the proposed use is inconsistent with the map and text of the Mono County General Plan. The applicant appealed, and the Mono County Board of Supervisors upheld the decision of the Mono County Planning Commission in August of 2022.

## **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE**

On April 7, 2025, the use permit application was accepted by the LDTAC. The Conditions of

Approval were reviewed and accepted by the LDTAC on May 5, 2025, prior to the public hearing scheduled for May 15, 2025.

## **NOTICING**

Use permits are subject to the noticing requirements under Chapter 46 of the MCGP LUE, which includes a notice in a newspaper of general circulation and notices to surrounding properties within a 300-foot radius of the subject parcel at least ten days in advance of the public hearing. The project was originally scheduled for the regular meeting on May 15, 2025, and was therefore noticed in the April 26 edition of The Sheet and individual notices were mailed to property owners on April 25, 2025 (see Attachment 4).

## **PUBLIC COMMENTS**

Two written comments were received from members of the public (see Attachment 5). Both comments expressed support for the project. One public comment expressed that the ability to rent their unit on a short-term basis allows second homeowners to afford the unit, and that removing this privilege would likely force second homeowners to sell their unit. Additionally, the public comment stated that a removal of this privilege is expected to decrease property value, lead to a loss of investment, and not contribute to the local rental or ownership market, which will negatively impact June Lake and its local businesses. The other public comment states that the Edgewater Condos were developed specifically to meet the demand for visitor accommodations. It cites evidence from the Short-Term Rental Housing Study that a disapproval is unlikely to contribute to more long-term housing because second homeowners would retain their units. Both public comments refer to the Edgewater CC&Rs to support the approval of the project.

The potential that a disapproval would result in a reduction of property value and the sale of a second home is partly the basis of regulating transient rentals in Mono County. Anecdotally, condominiums are considered more affordable as rentals and starter homes due to their size, shared exterior maintenance costs, and lower property taxes. Some believe that the ability to rent condominiums on a short-term basis has contributed to an increase in median prices in comparison to single-family homes. In theory, if median prices for condominiums fell as a result of disapproval, there would be more opportunities for residents to afford housing. Further, second homeowners that cannot afford a second home without income generated through a transient rental may sell. Alternatively, a second homeowner may retain their property regardless of whether it can be used as a transient rental. A property that sits vacant could negatively impact the local economy.

According to the use permit modification, the Edgewater Condos were not developed exclusively for visitors or commercial use. The vision of the development was to provide both seasonal accommodations for second homeowners and residences for members of the local community. Until 2013, owners were not allowed to operate transient rentals under the Edgewater CC&Rs although Community Development has received comments that the Edgewater Condos have always been rented on a nightly basis.



**Chapter 32 (Use Permit):** Use permits may be granted by the Mono County Planning Commission when four findings are made in the affirmative under Section 32.010. of the MCGP LUE.

- A. *All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*

The property is consistent with the development standards under the MFR-H LUD and complies with the intent of the LUD, which seeks to encourage multifamily units by allowing for higher population densities and to provide for commercial lodging facilities; i.e., hotels, motels. Transient rentals are permitted subject to a use permit under the MFR-H designation. This finding can be made.

- B. *The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*

The use of an existing unit as a transient rental will not generate more traffic beyond its current residential and vacation home rental use. The SMFSR does not apply to the project because the parcel map was approved prior to 1991. The June Lake Fire District did not express any concerns about the project. This finding can be made.

- C. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

The short-term use of the residential unit is not a new use. The subject unit was used as a transient rental and second home for seven years under a business license that was obtained on May 8, 2018. Therefore, the proposed project would not remove a current long-term housing unit from the housing or rental market in June Lake. The project does not propose any new structures or amenities that would introduce, alter, or expand current uses on the property. Countywide Issues/Opportunities/Constraints notes that Mono County has received very few complaints against regulated and properly permitted short-term rentals. It is unlikely that the project will cause any environmental impacts that may be injurious to the property or improvements in the June Lake Village. This finding can be made.

## **OR**

The short-term use of a condominium is detrimental to the public welfare because it impacts housing availability in Mono County. Housing in Mono County is uniquely limited because of the small housing inventory, remoteness, and limited private landownership. Presently, long-term housing options are not reasonably available to the workforce and year-round residents because housing costs are exceedingly high. Condominiums are anecdotally considered more affordable as rentals and starter homes due to their size, shared exterior maintenance costs, and lower property taxes. Under R24-038, the Board of Supervisors determined that transient

rentals of condominiums may be detrimental to the public welfare. The disapproval of this proposal potentially adds one long-term housing unit to the rental and/or ownership market. This finding cannot be made.

- D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.*

The Edgewater Condo #10 was used as a transient rental and vacation home for the past seven years and did not contribute to the current workforce/affordable housing stock in unincorporated Mono County. Therefore, the proposed use would not conflict with Policy 1.D.5. of the MCGP LUE, which states that Mono County should enact measures to protect the current workforce/affordable housing stock within unincorporated areas of the county. The project would support a sufficient visitor bed base, which is consistent with Policy 11.B.3.e.

The project is also consistent with the following land use policies for June Lake:

- Objective 13.I. Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.
- Objective 20.B. Diversify and stabilize the local economy by attracting and retaining tourist- and community-oriented businesses, particularly those that provide new jobs for local residents.
- Objective 20.D. Increase visitation to June Lake.

And the following Issues/Opportunities/Constraints for June Lake:

- Enhancing the Loop's economic foundation will depend on expanding and improving tourist-oriented recreational facilities and accommodations. Public and private campgrounds during the summer months operate at near-full capacity, while in the winter, overnight accommodations fall short of demand.
- Opportunities expressed about short-term rentals include meeting a tourism market need, economic development for June Lake, tax revenue for the County, assisting homeowners in keeping and upgrading their properties, the potential for reduced impact compared to long-term rentals, accountability and enforcement through regulation, protecting property rights, and educating, socializing with, and serving as ambassadors to visitors.

This finding can be made.

**OR**

The project is inconsistent with Action 1.D.2.a. of the MCGP LUE, which encourages the provision of a variety of rental housing in community areas. The project would conflict with

Action 14.A.3. of the MCGP LUE because approval of a transient rental in a condominium would not promote year-round housing types and housing for low- and moderate-income households.

Additionally, the project is inconsistent with the following Issues/Opportunities/Constraints for June Lake:

- The majority of the June Lake Loop's rental and affordable units exists in the Village.
- The relatively small resident population, an estimated 630 persons (2010 Census), does not constitute a viable economic foundation. Studies have indicated that a population of 1,500 to 2,000 persons is needed to create a self-supporting consumer economy. Presently, most residents conduct their shopping in Mammoth Lakes or, when major purchases are involved, in Bishop or Reno.
- Housing or lodging facilities are oriented primarily to second-home owners and tourists, not to local housing needs.

This finding cannot be made.

**ATTACHMENTS**

1. Site plan for the Edgewater Condos
2. Covenants, Conditions & Restrictions for the Edgewater Condos
3. Mono County General Plan policies
4. Public notice for UP 25-003
5. Public comments in response to UP 25-003 (prior to June 18, 2025)
6. Notice of Decision for UP 25-003
7. Conditions of Approval for UP 25-003

*This staff report has been reviewed by the Community Development Director.*

# Edgewater Townhouses

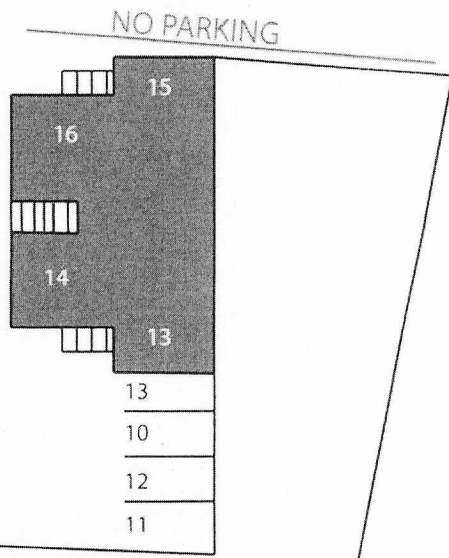
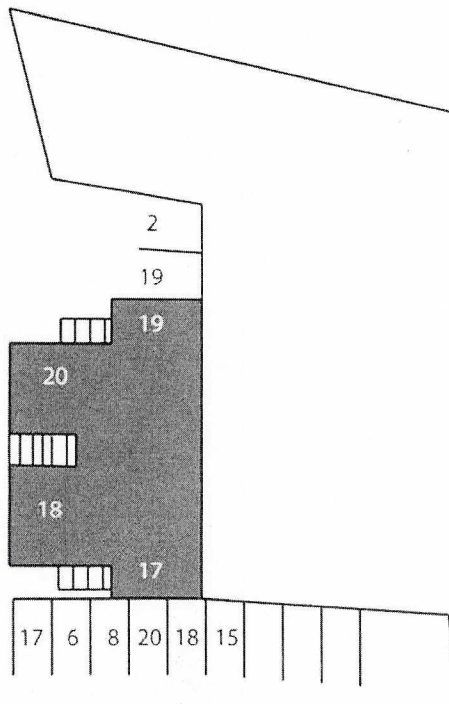
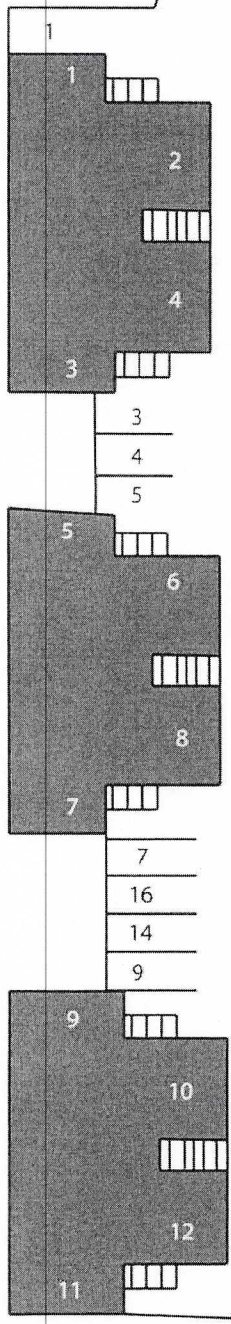
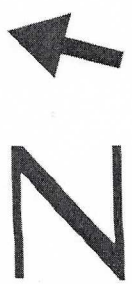
Brenner St.

Knoll Ave.



Refuse Container

Please display parking sticker in a visible spot on your dash



NO PARKING

KURO LLC  
949.292.1081  
112 Knoll Ave #10  
June Lake, CA 93529  
APN# 015-076-010-000

Greg & Renee Rozunko  
Jeff & Kelly Kudla



# State of California

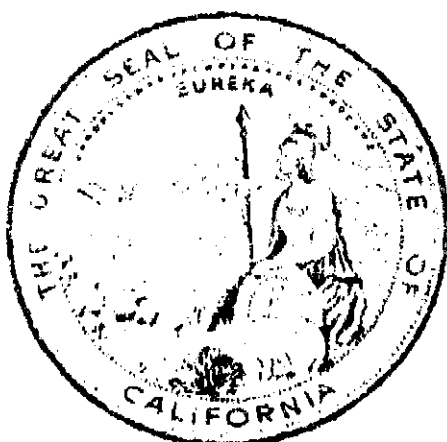
OFFICE OF THE SECRETARY OF STATE

I, **MARCEL FONG EU**, Secretary of State of the State of California hereby certify:

This annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

DEC 7 1984



*Marcel Fong Eu*

Secretary of State

When Recorded Return To:

Safeco Title

Bishop

#22654

VOL 425 PAGE 300

DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF EDGEWATER AT JUNE LAKE OWNERS'  
ASSOCIATION

TABLE OF CONTENTS

	<u>Page</u>
RECITALS	1
DECLARATION	1
I. DEFINITIONS	2
II. DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS	4
III. USE RESTRICTIONS	7
IV. THE ASSOCIATION	11
V. MEMBERSHIP AND VOTING RIGHTS	20
VI. ASSESSMENTS	23
VII. COLLECTION OF ASSESSMENTS; LIENS	27
VIII. INSURANCE	29
IX. DESTRUCTION OF IMPROVEMENTS	31
X. CONDEMNATION	32
XI. PARTITION	33
XII. NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM	33
XIII. TERM OF DECLARATION	34
XIV. PROTECTION OF MORTGAGEES	34
XV. AMENDMENT	39
XXVI. REQUIREMENTS OF THE COUNTY OF MONC	41
XVII. GENERAL PROVISIONS	42

RECORDED IN MONO  
COUNTY CALIFORNIA

'85 JAN 25 PM 2 57

5382

RENN NOLAN \$97.00  
COUNTY RECORDER

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION

This Declaration is made November 27,  
1984, by SOLA DEVELOPMENTS, INC., a California corporation.

RECITALS:

Declarant is the owner of the real property located  
at Mono County, California described on the attached Exhibit  
A incorporated herein by reference.

Declarant has improved or intends to improve the real property  
by constructing improvements on it containing twenty (20)  
dwelling units and recreational and other facilities in  
accordance with plans and specifications on file with the  
County of Mono, California. By this Declaration, Declarant  
intends to establish a plan of condominium ownership.

DECLARATION:

Declarant declares that the real property is, and shall  
be, held, conveyed, hypothecated, encumbered, leased, rented,  
used and occupied subject to the following limitations,  
restrictions, easements, covenants, conditions, liens and  
charges, all of which are declared and agreed to be in further-  
ance of a plan of condominium ownership as described in  
California Civil Code, Sections 1350-1361, for the subdivision,  
improvement, protection, maintenance, and sale of condominiums  
within the real property, and all of which are declared  
and agreed to be for the purpose of enhancing, maintaining  
and protecting the value and attractiveness of the real  
property. All of the limitations, restrictions, easements,  
covenants, conditions, liens and charges shall run with



the land, shall be binding on and inure to the benefit of all parties having or acquiring any right, title or interest in the real property, and shall be binding on and inure to the benefit of the successors in interest of such parties. Declarant further declares that it is the express intent that this Declaration satisfy the requirements of California Civil Code, Section 1355.

#### ARTICLE 1: DEFINITIONS

Unless otherwise expressly provided, the following words and phrases when used in this Declaration shall have the meanings hereinafter specified.

1.1 "Additional Declaration" shall mean any declaration of covenants, conditions and restrictions, or similar document which may in the future be imposed by Declarant.

1.2 "Articles" shall mean the Articles of Incorporation of the Association, as such Articles may be amended from time to time.

1.3 The "Association" means the EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION, a California nonprofit corporation, its successors and assigns.

1.4 The "Association rules" mean the rules and regulations regulating the use and enjoyment of the common area and recreation area adopted by the Board from time to time.

1.5 "Beneficiary" shall mean a mortgagee under a mortgage or beneficiary under a deed of trust, as the case may be, and the assignees of such mortgagee or beneficiary.

1.6 "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

1.7 "By-Laws" shall mean the By-Laws of the Association, as adopted by the Board initially and as such By-Laws may be amended from time to time.

1.8 "Close of Escrow" shall mean the date on which a deed or other such instrument conveying a lot is recorded.

1.9 The "Common Area" means the entire development except all units as defined in this Declaration or as shown on the Condominium Plan. "Restricted Common Area" means those areas designated as "decks" on the condominium plan and all such areas are restricted to the use of the condominium to which they are appurtenant.

1.10 A "Condominium" means an estate in real property as defined in California Civil Code, Section 783, consisting of an undivided interest as a tenant-in-common in the common area, together with a fee interest in a unit shown and described on the Condominium Plan.

1.11 The "Condominium Plan" means the condominium plan to be recorded pursuant to California Civil Code, Section 1351, respecting the development, and any amendments to the plan.

1.12 The "Declarant" means SOLA DEVELOPMENTS, INC., a California corporation, and its successors and assigns, if such successors and assigns acquire or hold record title to any portion of the development for development purposes.

1.13 "Declaration" shall mean this instrument as it may be amended from time to time.

1.14 "Deed of Trust" shall mean a mortgage or a deed of trust, as the case may be.

1.15 The "Development" means the real property divided or to be divided into condominiums or owned by the Association, including all structures and improvements on it, and any additional real property annexed pursuant to any recorded supplement to this Declaration.

1.16 A "Member" means every person or entity who holds a membership in the Association.

1.17 A "Mortgage" means a mortgage or deed of trust encumbering a condominium or other portion of the development. A "mortgagee" shall include the beneficiary under a deed of trust. An "institutional" mortgagee is a mortgagee that is a bank or savings and loan association or mortgage company or other entity chartered or licensed under federal or state laws whose principal business is lending money on the security of real property, or any insurance company or any federal or state agency. A "first mortgage" or "first mortgagee" is one having priority as to all other mortgages or holders of mortgages encumbering the same condominium or other portions of the development.

1.18 An "Owner" means each person or entity holding a record ownership interest in a condominium, including Declarant, and contract purchasers under recorded contracts. "Owner" shall not include persons or entities who hold an interest in a condominium merely as security for the performance of an obligation.

1.19 "Person" shall mean a natural individual, a corporation or any other entity with the legal right to hold title to real property.

1.20 The "Recreation Area" means all real property for the common use and enjoyment of the owners. The terms "recreation area" and "common area" are synonymous.

1.21 "Restrictions" shall mean this Declaration and the rules and regulations of the Association from time to time in effect.

1.22 "Rules and Regulations" shall mean the rules and regulations adopted by the Board pursuant to this Declaration, as they may be amended from time to time.

1.23 "Supplemental Declaration" shall mean any declaration of covenants, conditions and restrictions and reservation of easements or similar document supplementing this Declaration which may be recorded pursuant to this Declaration.

1.24 "Unit" means the elements of a condominium that are not owned in common with the other owners of condominiums in the development, such units and their respective elements and boundaries being shown and particularly described in the Condominium Plan. In interpreting deeds and plans the existing physical boundaries of a unit or of a unit reconstructed in substantial accordance with the original plans shall be conclusively presumed to be its boundaries rather than the description expressed in the deed or plans, regardless of minor variance between boundaries shown on the plans or in the deed and those of the building and regardless of settling or lateral movement of the building. Whenever reference is made in this Declaration, in the Condominium Plan, in any deed or elsewhere to a unit, it shall be assumed that such reference is made to the unit as a whole, including each of its component elements, and to any and all exclusive easements appurtenant to such unit over common area, if any.

## ARTICLE II: DESCRIPTION OF COMMON INTERESTS, PROPERTY RIGHTS, RIGHTS OF ENJOYMENT AND EASEMENTS

2.1 Ownership of Condominium; Easements. Ownership of each condominium within the development shall include a unit, an undivided interest in the common area (which undivided interest shall be specified in the deed from Declarant to each owner and which undivided interest cannot be altered or changed as long as the prohibition against severability of component interests in a condominium remains in effect as provided in the Declaration), a membership in the Association, and any exclusive or non-exclusive easement or easements appurtenant to such condominium over the common area or recreation area as described in this Declaration or the deed to the condominium.

## 2.2 Owners Non-Exclusive Easements of Enjoyment, Etc.

Every owner of a condominium shall have a non-exclusive easement of use and enjoyment in, to and throughout the common area and the recreation area and for ingress, egress and support over and through the common area and the recreation area; however, such non-exclusive easements shall be subordinate to, and shall not interfere with, exclusive easements appurtenant to units over the common area, if any. Each such non-exclusive easement shall be appurtenant to and pass with the title to every condominium, subject to the following rights and restrictions:

2.2.1 The right of the Association to limit the number of guests, and to adopt and to enforce the Association rules.

2.2.2 The right of the Association to charge reasonable admission and other fees for the use of any parking or storage spaces and any recreational facility situated upon the common area or the recreation area. Any fees charged to Owners pursuant to this Section shall be considered and collected separately from any assessments. This Section is intended to permit the Association to allow the temporary and occasional use of such facilities by non-owners.

2.2.3 The right of the Association to borrow money to improve, repair or maintain the common area or the recreation area, as limited by Section 4.3.3.1.

2.2.4 The right of the Association to assign, rent, license or otherwise designate and control use of parking and storage spaces within the common area or the recreation area (other than those portions subject to exclusive easements appurtenant to units, if any).

2.2.5 The right of the Association to suspend the right of an owner to use any recreational or other facility upon the recreation area or the common area as provided in Section 4.3.1.2 of this Declaration.

2.2.6 The right of Declarant or its designees to enter on the development to construct the development and to make repairs and remedy construction defects if such entry shall not interfere with the use of any occupied unit unless authorized by the unit owner.

2.2.7 The right of the Association, or its agents, with reasonable advance notice and at reasonable times to enter any unit to perform its obligations under this Declaration, including obligations with respect to construction, maintenance or repair for the benefit of the common area, the recreation area of the owners in common, or to make necessary repairs that the unit owner has failed to perform. The right shall be immediate in case of an emergency originating in or threatening such unit, whether or not the owner is present.

2.2.8 the right of any owner, or his representatives, to enter the unit of any other owner to perform permissible installations, alterations or repairs to mechanical or electrical services, including installation of television antennae and related cables, if requests for entry are made in advance and such entry is at a time convenient to the owner whose unit is being entered except that in case of emergency such right of entry shall be immediate.

2.3 Delegation of Use; Contract Purchasers; Tenants.  
Any owner may delegate his rights of use and enjoyment in the development, including any recreational facilities, to the members of his family, his guests, and invitees, and to such other persons as may be permitted by the By-Laws and Association rules, subject, however, to this Declaration, to the By-Laws and to the Association rules. However, if an owner of a condominium has sold his condominium to a contract purchaser or rented it, the owner, members of his family, his guests and invitees shall not be entitled to use and enjoy the recreational facilities of the development while the owner's unit is occupied by such contract purchaser or tenant. Instead, the contract purchaser, while occupying such unit, shall be entitled to use and enjoy the recreational facilities of the development and can delegate the rights of use and enjoyment in the same manner as if such contract purchaser or tenant were an owner during the period of his occupancy. Each owner shall notify the Secretary of the Association of the names of any contract purchaser or tenants of such owner's condominium. Each owner, contract purchaser or tenant also shall notify the Secretary of the Association of the names of all persons to whom such owner, contract purchaser or tenant has delegated any rights of use and enjoyment in the development and the relationship that each such person bears the owner, contract purchaser or tenant. Any delegated rights of use and enjoyment are subject to suspension to the same extent as are the rights of owners.

2.4 Minor Encroachments. If any portion of the common area or recreation area encroaches on any unit or if any portion of a unit encroaches on the common area or recreation area, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all units and the common area and the recreation area are made subject to such easements. If any structure containing a unit is partially or totally destroyed and then rebuilt and any encroachment on the common area or the recreation area results, a valid easement exists for such encroachment and for the maintenance of it as long as it remains, and all units and the common area and the recreation area are made subject to such easements.

2.5 Easements Granted by Association. The Association shall have the power to grant and convey to any third party easements and rights-of-way in, on, over, or under the common area and the recreation area for the purpose of constructing, erecting, operating or maintaining lines, cables, wires, conduits, or other devices for electricity, cable television, power, telephone and other purposes, public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes, and any similar public or quasi-public improvements or facilities, and each purchaser, in accepting a deed to a condominium, expressly consents to such easement. However, no such easement can be granted if it would interfere with the use, occupancy or enjoyment by any owner of his unit, any exclusive easements over the common area or recreation area appurtenant to a condominium or the recreational facilities of the development unless approved by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members and their first mortgagees

### ARTICLE III: USE RESTRICTIONS

3.1 Residential Use. Units shall be used for residential purposes only. However, for a period of three (3) years from the date of recordation of this Declaration, units owned by Declarant may be used by Declarant or its designees as models, sales offices and construction offices for the purpose of developing, improving and selling condominiums in the development. Nothing in this Declaration shall prevent an owner from leasing or renting his condominium. However, any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the By-Laws and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. No owner shall rent, lease, or let his condominium for transient or hotel purposes.

3.2 Commercial Use. Except as otherwise provided in this Declaration, including Section 3.1, no part of the development shall be used or caused, allowed, or authorized to be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential purpose.

3.3 Maintenance. Each owner of a condominium shall be responsible for maintaining his unit, including the equipment and fixtures in the unit and its interior walls, ceilings, windows and doors in a clean, sanitary, workable and attractive condition. Each owner has complete discretion as to the choice of furniture, furnishings, and interior decorating; but windows can be covered only by drapes or shades and cannot be painted or covered by foil, cardboard, or other

similar materials. Each owner shall also be responsible for repair, replacement and cleaning of the windows and glass of his unit, both exterior and interior. Unless otherwise provided in this Declaration, each owner shall clean and maintain any exclusive easement appurtenant to his condominium.

3.4 Offensive Conduct; Nuisances. No noxious or offensive activities, including but not limited to repair of automobiles or other motorized vehicles, shall be conducted within the development. Nothing shall be done on or within the development that may be or may become an annoyance or nuisance to the residents of the development, or that in any way interferes with the quiet enjoyment of the occupants of units. Unless otherwise permitted by the Association rules, no owner shall serve food or beverages, cook, barbecue or engage in similar activities, except within such owner's unit and except within those portions of the common area subject to exclusive easements appurtenant to such owner's condominium, if any.

3.5 Parking Restrictions. Unless otherwise permitted by the Board, no automobile shall be parked or left within the development other than within an assigned or appurtenant parking stall or space. No boat, trailer, recreational vehicle, camper, truck or commercial vehicle shall be parked or left within the development other than in a parking area designated by the Board for the parking and storage of such vehicles. However, parking by commercial vehicles for the purpose of making deliveries shall be permitted in accordance with the Association rules.

3.6 Signs. No sign of any kind shall be displayed to the public view on or from any unit or within the common area without the approval of the Board, except such signs as may be used by the Declarant or its designees for a period of three (3) years from the date of recordation of this Declaration or the date of recordation of any supplement to this Declaration pursuant to Section 16 hereof, whichever is later, for the purpose of developing, selling and improving condominiums within the development. However, one sign of customary and reasonable dimensions advertising a condominium for sale or for rent may be placed within each unit or within the common area area by the owner, the location of it to be subject to approval by the Board.

3.7 Antennae, External Fixtures, Etc. No television or radio poles, antennae, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or approved by the Board and any replacements shall be constructed or maintained on or within the common area or any structures on it. No wiring, insulation, air-conditioning, or other machinery or equipment other than

that originally installed by Declarant or approved by the Board, and their replacements, shall be constructed, erected or maintained on or within the common area, including any structures on it. Each owner shall have the right to maintain television or radio antennae within completely enclosed portions of his unit.

3.8 Fences, Etc. No fences, awnings, ornamental screens, screen doors, sunshades or walls of any nature shall be erected or maintained on or around any portion of any structure or elsewhere within the development except those that are installed in accordance with the original construction of the development, and their replacements or as are authorized by the Board.

3.9 Animals. No animals, reptiles, rodents, birds, fish, livestock or poultry shall be kept in any unit or elsewhere within the development except that domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any unit, if they are not kept, bred or raised for commercial purposes. The Board can prohibit maintenance of any animal that constitutes a nuisance to any other owner in the sole and exclusive opinion of the Board. Each person bringing or keeping a pet upon the development shall be absolutely liable to other owners, their family members, guests, invitees, tenants and contract purchasers, and their respective family members, guests and invitees for any damage to persons or property caused by any pet brought upon or kept upon the development by such person or by members of his family, his guests or invitees.

3.10 Deck Areas. The owner of each unit which has a deck or balcony area as part of his unit shall keep such area neat, clean and tidy, and shall not permit any unsightly (in the sole opinion of the Board) items to be stored or kept thereon.

3.11 Restricted Use of Recreation Vehicles, Etc. No boat, truck, trailer, camper, recreational vehicle or tent shall be used as a living area while located on the development. However, trailers or temporary structures for use incidental to the initial construction of the development or the initial sales of condominiums may be maintained within the development, but shall be promptly removed on completion of all initial construction and all initial sales.

3.12 Trash Disposal. Trash, garbage or other waste shall be kept only in sanitary containers. No owner shall permit or cause any trash or refuse to be kept on any portion of the development other than in the receptacles customarily used for it, which shall be located only in places specifically designated for such purpose except on the scheduled day for trash pickup.



3.13 Outside Drying and Laundering. No exterior clothesline shall be erected or maintained and there shall be no exterior drying or laundering of clothes on balconies, patios, porches or other areas.

3.14 Structural Alterations. No structural alterations to the interior of or common area surrounding any unit shall be made and no plumbing or electrical work within any bearing or common walls shall be performed by any owner without the prior written consent of the Board.

3.15 Exterior Alterations. No owner shall at his expense or otherwise make any alterations or modifications to the exterior of the buildings, fences, railings, or walls situated within the development without the prior written consent of the Board and any institutional first mortgagee whose interest may be affected.

3.16 Compliance with Law, Etc. Nothing shall be done or kept in any unit or in the common area or recreation area that might increase the rate of, or cause the cancellation of, insurance for the development, or any portion of the development, without the prior written consent of the Board. No owner shall permit anything to be done or kept in his unit that violates any law, ordinance, statute, rule or regulation of any local, county, state or federal body. No owner shall allow furniture, furnishings, or other personality belonging to such owner to remain within any portion of the common area or recreation area except portions subject to exclusive easements over common area appurtenant to such owner's condominium and except as may otherwise be permitted by the Board.

3.17 Indemnification. Each owner shall be liable to the remaining owners for any damage to the common area or recreation area that may be sustained by reason of the negligence of that owner, members of his family, his contract purchasers, tenants, guests or invitees, but only to the extent that any such damage is not covered by insurance. Each owner, by acceptance of his deed, agrees for himself and for the members of his family, his contract purchasers, tenants, guests or invitees, to indemnify each and every other owner, and to hold him harmless from, and to defend him against, any claim of any person for personal injury or property damage occurring within the unit of that particular owner and within any exclusive easements over the common area appurtenant to the owner's condominium, unless the injury or damage occurred by reason of the negligence of any other owner or person temporarily visiting in said unit or portion of the common area subject to an exclusive easement appurtenant to the condominium or is fully covered by insurance.

3.18 Owner's Obligation for Taxes. To the extent allowed by law, all condominiums, including their pro rata undivided interest in the common area and the membership of an owner in the Association, shall be separately assessed and taxed so that all taxes, assessments and charges which may become liens prior to first mortgages under local law shall relate only to the individual condominiums and not to the development as a whole. Each owner shall be obligated to pay any taxes or assessments assessed by the county assessor of the county in which the development is located against his condominium and against his personal property.

3.19 Future Construction. Nothing in this Declaration shall limit the right of Declarant, its successors and assigns, to complete construction of improvements to the common area or the recreation area and to condominiums owned by Declarant or to alter them or to construct additional improvements as Declarant deems advisable before completion and sale of the entire development. The rights of Declarant in this Declaration may be assigned by Declarant to any successor to all or any part of any Declarant's interest in the development, as developer, by an express assignment incorporated in a recorded deed that transfers any such interest to a successor.

3.20 Enforcement. The failure of any owner to comply with any provision of this Declaration or the Articles or By-Laws shall give rise to a cause of action in the Association and any aggrieved owner for the recovery of damages or for injunctive relief, or both, in addition to any other methods of enforcement specified in this Declaration.

#### ARTICLE IV: THE ASSOCIATION

4.1 Formation. The Association is a nonprofit corporation formed under the laws of California. On the close and recording of the first condominium sale to an owner, the Association shall be charged with the duties and invested with the powers set forth in the Articles, By-Laws and this Declaration, including but not limited to control and maintenance of the common area and any facilities on the common area or the recreation area.

4.2 Association Action; Board of Directors and Officers; Members' Approval. Except as to matters requiring the approval of members as set forth in this Declaration, the Articles or By-Laws, the affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint. Such election or appointment shall be in accordance with this Declaration or the By-Laws and their amendments. Except as otherwise provided in this Declaration, the Articles or the By-Laws, all matters requiring the approval of members shall be deemed approved if members holding a majority of the total voting rights

assent to them by written consent as provided in the By-Laws or if approved by a majority vote of a quorum of members at a regular or special meeting held in accordance with the By-Laws.

#### 4.3 Powers and Duties of the Association.

4.3.1 Powers. The Association shall have all the powers of a nonprofit corporation organized under the General Nonprofit Corporation Law of California and subject only to such limitations on the exercise of such powers as are set forth in the Articles, By-Laws, and this Declaration. It shall have the power to do any lawful thing that may be authorized, required, or permitted to be done by the Association under this Declaration, the Articles and the By-Laws, and to do and perform any act that may be necessary or proper for or incidental to, the exercise of any of the express powers of the Association, including, without limitation, the following:

4.3.1.1 Assessments. The Association shall have the power to establish, fix, and levy assessments against the owners and enforce payment of such assessments, in accordance with the provisions of this Declaration.

4.3.1.2 Right of Enforcement. The Association in its own name and on its own behalf, or on behalf of any owner who consents, can commence and maintain actions for damages or to restrain and enjoin any actual or threatened breach of any provision of this Declaration or of the Articles or By-Laws or of the Association rules or any resolutions of the Board, and to enforce by mandatory injunction, or otherwise, all of these provisions. Except as provided in this Section, the Association does not have the power or authority to cause a forfeiture or abridgement of an owner's right to the full use and enjoyment of such owner's condominium if the owner does not comply with provisions of this Declaration or of the Articles or By-Laws or the Association rules, except when the loss or forfeiture is the result of a court judgment or arbitration decision or a foreclosure or sale under a power of sale based on failure of the owner to pay assessments levied by the Association. The Association can suspend the voting rights, can suspend use privileges of the common area or the recreation area or can assess monetary penalties against any owner or other person entitled to exercise such rights or privileges for any violation of this Declaration or the Articles, By-Laws, Association rules or Board resolutions. However, any such suspension of use privileges cannot exceed a period of thirty (30) days for any one violation and any monetary penalty cannot exceed fifty dollars (\$50.00) for any one violation. Prior to imposing any such monetary penalty or suspension of privileges, the Board shall:

4.3.1.2.1 Notify the person to be fined or suspended of the proposed action and the reasons therefor. Such notification shall be given to such person by first class mail at his address as shown on the records of the Association at least fifteen (15) days prior to the effective date of the proposed fine or suspension and shall notify such person of his right to a hearing as set forth below.

4.3.1.2.2 Provide an opportunity for such person to be heard by the Board concerning the proposed fine or suspension, not less than five (5) days prior to the effective date thereof. Such person may appear in person or may appear by a writing and may at all times appear and/or be represented by counsel.

4.3.1.2.3 Vote unanimously to impose any fine or suspension of privilege.

4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the Board can delegate its powers, duties, and responsibilities to committees or employees, including a professional management agent ("manager"). Any agreement for professional management of the development shall be terminable by either party without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by agreement of the parties. If the development is professionally maintained or managed, the Board shall not terminate professional management and assume self-management of the development without the consent of seventy-five percent (75%) of first mortgagees.

4.3.1.4 Association Rules. The Board shall have the power to adopt, amend and repeal the Association rules as it deems reasonable. The Association rules shall govern the use of the common area and the recreation area by all owners, or their families, guests, invitees or by any contract purchaser, or tenant, or their respective family members, guests or invitees. However, the Association rules shall not be inconsistent with or materially alter any provisions of this Declaration, the Articles or the By-Laws. A copy of the Association rules as adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and a copy shall be posted in a conspicuous place within the development. In case of any conflict between any of the Association rules and any other provisions of the Declaration, the Articles, or By-Laws, the conflicting Association rule shall be deemed to be superseded by the provisions of this Declaration, the Articles or the By-Laws.

4.3.2 Duties of the Association. In addition to the powers delegated to it by its Articles or the By-Laws, and without limiting their generality, the Association, acting by and through the Board, or persons or entities described in Section 4.3.1.3, has the obligation to conduct all business affairs of common interest to all owners and to perform each of the following duties:

4.3.2.1 Operational and Maintenance of Common Area and Recreation Area. To operate, maintain, and otherwise manage or provide for the operation, maintenance and management of the common area and the recreation area, and all its facilities, improvements, and landscaping, including any private driveways and private streets, and any other property acquired by the Association, including personal property, in a first-class condition and in a good state of repair. In this connection, the Association may enter into contracts for services or materials for the benefit of the Association or the common area or recreation area, including contracts with Declarant. The term of any such service contract shall not exceed one (1) year and shall be terminable by either party without cause and without payment of a termination fee upon thirty (30) days' written notice.

4.3.2.2 Taxes and Assessments. To pay all real and personal property taxes and assessments and all other taxes levied against the common area or recreation area, personal property owned by the Association or against the Association. Such taxes and assessments may be contested or compromised by the Association; provided, that they are paid or that a bond insuring payment is posted before the sale or the disposition of any property to satisfy the payment of such taxes.

4.3.2.3 Water and Other Utilities. To acquire, provide and pay for water, sewer, garbage disposal, refuse and rubbish collection, electrical, telephone, gas and other necessary utility services for the common area or the recreation area, and for condominiums when the condominiums are not separately billed. The term of any contract to supply any of the listed services shall not exceed one (1) year or, if the supplier is a regulated public utility, the shortest term not to exceed one (1) year for which the supplier will contract at the applicable regulated rate.

4.3.2.4 Insurance. To obtain, from reputable insurance companies, and maintain the insurance described in Section 8, for a term not to exceed three (3) years providing said policy makes provision for short rate cancellation by insured.

4.3.2.5 Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by this Declaration, that may be reasonably necessary to enforce any of the provisions of this Declaration, the Articles and By-Laws, and the Association's rules and Board resolutions.

4.3.2.6 Enforcement of Bonded Obligations. If the Association is the obligee under a bond or other arrangement ("bond") to secure performance of a commitment of the Declarant or its successors or assigns to complete common area or recreation area improvements, not completed at the time the California Commissioner of Real Estate issues a final subdivision public report for the latest phase of the development, the Board shall consider and vote on the question of action by the Association to enforce the obligations under the bond with respect to any improvement for which a notice of completion has not been filed within sixty (60) days after the completion date specified for that improvement in the "planned construction statement" appended to the bond. However, if the Association has given an extension in writing for the completion of any common area or recreation area improvement, the Board shall consider and vote on the action to enforce the obligations under the bond only if a notice of completion has not been filed within thirty (30) days after the expiration of the extension. If the Board fails to consider and vote on the action to enforce the obligations under the bond, or if the Board decides not to initiate action to enforce the obligations under the bond, then on the petition in writing to the Board signed by members of the Association representing not less than five percent (5%) of the total voting power of the Association, the Board shall call a special meeting of members for the purpose of voting to override the decision of the Board not to initiate action or to compel the Board to take action to enforce the obligations under the bond. The meeting shall be called by the Board by fixing a date not less than thirty-five (35) days nor more than forty-five (45) days after receipt by the Board of said petition and by giving written notice to all owners entitled to vote in the manner provided in this Declaration or in the By-Laws for notices of special meetings of members of the Association. At the meeting, the vote in person or by proxy of a majority of the owners entitled to vote (other than Declarant) in favor of taking action to enforce the obligations under the bond shall be deemed to be the decision of the Association and the Board shall then implement this decision by initiating and pursuing appropriate action in the name of the Association.

4.3.2.7 Filling Vacancies on the Board. The Board shall have the power to appoint members to fill vacancies on the Board, except vacancies caused by the removal of directors pursuant to Section 5.2.5 Vacancies caused

by removal shall be filled by an election held pursuant to the provisions of Section 5.2.7.

4.3.3 Limitations on Authority of Board. Except with the vote or written assent of fifty-one percent (51%) of the votes residing in members other than the Declarant, neither the Board nor any person or entity described in Section 4.3.1.3 hereof shall take any of the following actions:

4.3.3.1 Incur aggregate expenditures for capital improvements to the common area or recreation area in any fiscal year in excess of five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or,

4.3.3.2 Sell during any fiscal year property of the Association having an aggregate fair market value greater than five percent (5%) of the budgeted gross expenses of the Association for that fiscal year; or,

4.3.3.3 Pay compensation to members of the Board or to officers of the Association for services performed in the conduct of the Association's business. However, the Board may cause a member of the Board or an officer to be reimbursed for expenses incurred in carrying on the business of the Association.

4.4 Personal Liability. No member of the Board, or of any committee of the Association, or any officer of the Association, or any manager, or Declarant, or any agent of Declarant, shall be personally liable to any owner, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of any such person or entity if such person or entity has, on the basis of such information as may be possessed by him or it, acted in good faith without willful or intentional misconduct.

4.5 Organization Meeting of Members. An organizational meeting shall be held as soon as practicable after incorporation of the Association, and the directors elected then shall hold office until the first annual meeting. All offices of the Board of Directors shall be filled at the organizational meeting.

4.6 Regular Meetings of Members and Notice. The first annual meeting of members of the Association shall be held within forty-five (45) days after the closing of the sale of the condominium that represents the fifty-first (51st) percentile interest authorized for sale under the first final subdivision public report issued for the development by the California Commissioner of Real Estate, but in no case later than six (6) months after the closing and recording sale of the first condominium within the development. Thereafter,

regular meetings of members of the Association shall be held at least once in each year at a time and place within the development as prescribed in the By-Laws or as selected by the Board. Special meetings may be called as provided for in the By-Laws. Notice of all members' meetings, regular or special, shall be given by regular mail, personal delivery or telegram to all owners and to any mortgagee who has requested in writing that such notice be sent to it and shall be given not less than ten (10) days nor more than thirty (30) days in the case of an annual meeting, and not less than thirty-five (35) days nor more than ninety (90) days in the case of a special meeting, before the time of the meeting and shall set forth the place, date and hour of the meeting, and the nature of the business to be undertaken. Any mortgagee, through its designated representative, shall be entitled to attend any such meeting but except as provided in Section 14.9 shall not be entitled to vote at the meeting. The presence at any meeting in person or by proxy of members entitled to cast at least fifty percent (50%) of the total votes of all members of the Association shall constitute a quorum. If any meeting cannot be held because a quorum is not present, members representing a majority of the votes present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days nor more than thirty (30) days from the date the original meeting was called, at which adjourned meeting the quorum requirement shall be at least twenty-five percent (25%) of the total votes. Any meeting of members at which a quorum is present may be adjourned for any reason to a time not less than forty-eight (48) hours nor more than thirty (30) days from the time of such meeting by members representing a majority of the votes present in person or by proxy. The time and place for any adjourned meeting shall be fixed and announced by those in attendance at the original meeting. If such time and place for the adjourned meeting should not be so fixed and announced, or if a new date is fixed for the adjourned meeting after adjournment of the original meeting, notice of the time and place of the adjourned meeting shall be given to members in the manner prescribed for regular meetings. As long as a majority of the voting power of the Association resides in Declarant, or as long as there are two outstanding classes of membership in the Association, the election of twenty percent (20%) of the directors (the "specially elected directors") shall be determined at a special election held immediately before the regular election of directors (except in the case of the election of a specially elected director following removal of the predecessor). At the duly constituted meeting of members, nominations for the specially elected director shall be made from the floor. When nominations have been closed, the special election shall take place. Declarant shall not have the right to participate in or vote in such special election (although Declarant or Declarant's representative may be present), and the candidates receiving the highest number of votes



up to the number of specially elected directors to be elected shall be deemed to be the specially elected directors, and their term shall be the same as that of any other director. Unless members (excluding Declarant) holding a majority of all voting rights (excluding any voting rights held by Declarant) assent by vote or written consent, such specially elected directors cannot be removed. In case of the death, resignation or removal of a specially elected director, his successor shall be elected at a special meeting of members, and the provisions set forth in this Section respecting the election of a specially elected director shall apply as to the election of a successor. Except as provided in this Declaration and of the Articles and By-Laws applicable to directors, including their election and removal, shall apply to a specially elected director.

#### 4.7 Financial Statements of the Association.

4.7.1 The following financial information shall be regularly prepared and distributed by the governing body to all members regardless of the number of members or the amount of assets of the Association:

4.7.1.1 A budget for each fiscal year consisting of at least the following information shall be distributed not less than forty-five (45) days prior to the beginning of the fiscal year.

4.7.1.1.1 Estimated revenue and expenses on an accrual basis.

4.7.1.1.2 The amount of the total cash reserves of the Association currently available for replacement or major repair of common facilities and for contingencies.

4.7.1.1.3 An itemized estimate of the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

4.7.1.1.4 A general statement setting forth the procedures used by the governing body in the calculation and establishment of reserves to defray the costs of repair, replacement or additions to major components of the common areas and facilities for which the Association is responsible.

4.7.1.2 A balance sheet - as of an accounting date which is the last day of the month closest in time to six months from the date of closing of the first sale of an interest in the subdivision - and an operating statement for the period from the date of the first closing to

the said accounting date, shall be distributed within sixty (60) days after the accounting date. This operating statement shall include a schedule of assessments received and receivable identified by the number of the subdivision interest and the name of the entity assessed.

4.7.1.3 A report consisting of the following shall be distributed within one hundred twenty (120) days after the close of the fiscal year.

4.7.1.3.1 A balance sheet as of the end of the fiscal year.

4.7.1.3.2 An operating (income) statement for the fiscal year.

4.7.1.3.3 A statement of changes in financial position for the fiscal year and any information required under Section 8322 of the Corporations Code.

4.7.1.3.4 For any fiscal year in which the gross income to the Association exceeds \$75,000.00, a copy of the review of the annual report prepared in accordance with generally accepted accounting principles by a licensee of the California State Board of Accountancy.

4.7.2 If the report referred to in 4.7.1.3 above is not prepared by an independent accountant, it shall be accompanied by the certificate of an authorized officer of the Association that the statement was prepared from the books and records of the Association without independent audit or review.

4.7.3 In addition to the financial statements, the governing body shall annually distribute within sixty (60) days prior to the beginning of the fiscal year a statement of the Association's policies and practices in enforcing its remedies against members for defaults in the payment of regular and special assessments including the recording and foreclosing of liens against members' subdivision interests.

#### 4.8 Inspection of Association Books and Records.

4.8.1 Any membership register, books of account and minutes of meetings of the members, the Board and committees of the Board of the Association, shall be made available for inspection and copying by any member of the Association, or his duly appointed representative, or any mortgagee, at any reasonable time and for a purpose reasonably related to his interest as a member, at the office of the Association or at such other place within the development as the Board prescribes.

4.8.2 The Board shall establish by resolution reasonable rules with respect to:

4.8.2.1 Notice to be given to the custodian of the records of the Association by the member, representative or mortgagee desiring to make an inspection.

4.8.2.2 Hours and days of the week when an inspection may be made.

4.8.2.3 Payment of the cost of reproducing copies of documents requested by a member or by a representative or mortgagee.

4.8.3 Every director of the Association shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

#### ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

##### 5.1 Membership.

5.1.1 Qualifications. Each owner of a condominium, including Declarant, shall be a member of the Association. No owner shall hold more than one membership in the Association even though such owner may own, or own an interest in, more than one condominium. Ownership of a condominium or interest in it shall be the sole qualification for membership in the Association. Each owner shall remain a member of the Association until his ownership or ownership interest in all condominiums in the development ceases at which time his membership in the Association shall automatically cease. Persons or entities who hold an interest in a condominium merely as a security for performance of an obligation are not to be regarded as members.

5.1.2 Members' Rights and Duties. Each member shall have the rights, duties, and obligations set forth in this Declaration, the Articles, the By-Laws and the Association's rules, as the same may from time to time be amended.

5.1.3 Transfer of Membership. The Association membership of each person or entity who owns, or owns an interest in, one or more condominiums shall be appurtenant to each such condominium, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except on a transfer of title to each such condominium or interest in it and then only to the transferee. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a condominium or interest in it

shall operate automatically to transfer the appurtenant membership rights in the Association to the new owner.

## 5.2 Voting.

5.2.1 Number of Votes. The Association shall have two (2) classes of voting membership:

Class A. Class A members are all owners, with the exception of Declarant. Each Class A member shall be entitled to one (1) vote for each condominium in which such class member owns an interest. However, when more than one Class A member owns an interest in a condominium, the vote for such condominium shall be exercised as they would themselves determine, but in no case shall more than one (1) vote be cast with respect to any one condominium.

Class B. The Class B members shall be the Declarant who shall be entitled to three (3) votes for each condominium owned in the development and with respect to which either a subsidization plan has been approved by the California Department of Real Estate or assessments are then being levied by the Association. The Class B membership shall cease and be converted to Class A membership on the happening of one of the following events, whichever occurs earlier:

5.2.1.1 When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

5.2.1.2 On the second anniversary of the original issuance of the subdivision public report for this project.

## 5.2.2 Majority of Members.

Any provision in these By-Laws or in the Declaration calling for approval by a "majority of Members" or "majority of the voting power" for action to be taken by the Association, except provisions with respect to action to enforce the obligations of the Subdivider under any completion bond, shall require the vote or written assent of fifty-one percent (51%) of each class of membership during the time that there are two outstanding classes of membership. From and after the cessation of two-class voting, "majority of Members" or "majority of the voting power" shall mean those Members holding fifty-one percent (51%) of the total voting power of the Association.

Where the By-Laws or the Declaration require the vote or written assent of each class of membership for the initiation of action by or in the name of the Association, except with respect to action to enforce the obligations

of the Subdivider under any completion bond and except with respect to amendments to the By-Laws or this Declaration, any requirement that the vote of the Declarant shall be excluded in any such determination shall be applicable only if there has been a conversion of Class B to Class A membership and only for so long as the Declarant holds or directly controls twenty five percent (25%) or more of the voting power of the Association.

5.2.3 Special Directors. From the first election of the governing body and thereafter for so long as a majority of the voting power of the Association resides in the subdivider, or so long as there are two outstanding classes of membership in the Association, not less than twenty percent (20%) of the incumbents on the governing body shall have been elected solely by the votes of owners other than the subdivider.

5.2.4 Removal of Special Directors. A governing body member who has been elected to office solely by the votes of members of the Association other than the subdivider may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in members other than the subdivider.

5.2.5 Removal of Other Directors. Unless the entire governing body is removed from office by the vote of members of the Association, no individual governing body member shall be removed prior to the expiration of his term of office if the votes cast against removal would be sufficient to elect the governing body member if voted cumulatively at an election at which the same total number of votes were cast and the entire number of governing body members authorized at the time of the most recent election of the governing body member were then being elected.

5.2.6 Joint Owner Votes. The voting rights for each condominium may not be cast on a fractional basis. If the joint owners of a condominium are unable to agree among themselves as to how their voting rights shall be cast, they shall forfeit the vote on the matter in question. If any owner exercises the voting rights of a particular condominium, it will be conclusively presumed for all purposes that he was acting with the authority and consent of all other owners of the same condominium. If more than one (1) person or entity exercises the voting rights for a particular condominium, their votes shall not be counted and shall be deemed void.

5.2.7 Cumulative Voting. Election to and removal from the Board shall be by secret ballot and cumulative voting, as defined in California Corporations Code, Section 708, subject only to the procedural requirements of Corp. Code §7615(b),

except as hereinafter provided. Each owner shall be entitled to vote, in person or by proxy, as many votes as such owner is entitled to exercise as provided in this Declaration multiplied by the number of directors to be elected or removed, and he may cast all of such votes for or against a single candidate or director, or he may distribute them among the number of candidates or directors to be elected or removed, or any two or more of them. The candidates receiving the highest number of votes up to the number of Board members to be elected shall be deemed elected. As to removal of directors, the provisions of Section 5.2.5 shall apply.

No member shall be entitled to cumulate votes for a candidate or candidates unless such candidate's name or candidates' names have been placed in nomination prior to the voting and the member has given notice at the meeting prior to the voting of the member's intention to cumulate votes. If any one member has given such notice, all members may cumulate their votes for candidates in nomination.

5.2.8 Severability of Voting Rights. The right to vote may not be severed or separated from the ownership of the condominium to which it is appurtenant.

#### ARTICLE VI: ASSESSMENTS

6.1 Agreement to Pay. The Declarant, for each condominium owned by it in the development that is expressly made subject to assessment as set forth in this Declaration, covenants and agrees, and each purchaser of a condominium by his acceptance of a deed covenants and agrees, for each condominium owned, to pay to the Association regular assessments and special assessments, such assessments to be established, made and collected as provided in this Declaration.

6.2 Personal Obligations. Each assessment or installment, together with any late charge, interest, collection costs and reasonable attorneys' fees shall be the personal obligation of the person or entity who was an owner at the time such assessment or installment became due and payable. If more than one person or entity was the owner of a condominium, the personal obligation to pay such assessment, or installment, respecting such condominium shall be both joint and several. The personal obligation for delinquent assessments, or delinquent installments and other such sums, shall not pass to an owner's successors in interest unless expressly assumed by them. No owner may exempt himself from payment of assessments, or installments, by waiver of the use or enjoyment of all or any portion of the common area or the recreation area or by waiver of the use or enjoyment of, or by abandonment of, his condominium.

6.3 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association, the improvement, replacement, repair, operation and maintenance of the common area and the recreation area and the performance of the duties of the Association as set forth in this Declaration.

6.4 Assessments.

6.4.1 Regular Assessments.

6.4.1.1 Not less than forty-five (45) days before the beginning of each fiscal year of the Association, the Board shall prepare or cause to be prepared a pro forma operating statement or budget for the forthcoming fiscal year and shall distribute a copy thereof to each owner and to each mortgagee which has requested in writing that copies be sent to it. Any owner or mortgagee may make written comments to the Board with respect to said pro forma operating statement. The pro forma operating statement shall be prepared consistently with the prior fiscal year's operating statement and shall include adequate reserves for contingencies and for maintenance, repairs, and replacement of the common area and recreation area, improvements and other improvements or personal property likely to need maintenance, repair or replacement, which reserves shall be sufficient to satisfy the requirements of any institutional mortgagee.

6.4.1.2 Not more than sixty (60) days nor less than thirty (30) days before the beginning of each fiscal year of the Association, the Board shall meet for the purpose of establishing the regular annual assessment for the forthcoming fiscal year. At such meeting the Board shall review the pro forma operating statement or budget, and any written comments received and any other information available to it and, after making any adjustments that the Board deems appropriate, without a vote of the members of the Association, shall establish the regular assessment for the forthcoming fiscal year; provided, however, that the Board may not establish a regular assessment for any fiscal year of the Association which is more than one hundred twenty percent (120%) of the regular assessment of the prior fiscal year of the Association (except the first such fiscal year of the Association if it should be less than twelve (12) months) without the approval by vote or written consent of members holding fifty-one percent (51%) of the votes residing in members other than the Declarant.

6.4.1.3 Unless the Association or its assessment income shall be exempt from federal or state income taxes, to the extent possible, all reserves shall

be accounted for and handled as contributions to the capital of the Association and as trust funds segregated from the regular income of the Association or in such other manner authorized by law or regulations of the Internal Revenue Service and the California Franchise Tax Board as will prevent such funds from being taxed as income of the Association.

6.4.2 Special Assessments: If the Board determines that the estimated total amount of funds necessary to defray the common expenses of the Association for a given fiscal year is or will become inadequate to meet expenses for any reason, including, but not limited to, unanticipated delinquencies, costs of construction, unexpected repairs or replacements of capital improvements on the common area or recreation area, the Board shall determine the approximate amount necessary to defray such expenses, and if the amount is approved by a majority vote of the Board it shall become a special assessment. The Board may, in its discretion, pro rate such special assessment over the remaining months of the fiscal year or levy the assessment immediately against each condominium. Unless exempt from federal or state income taxation, all proceeds from any special assessment shall be segregated and deposited into a special account and shall be used solely for the purpose or purposes for which it was levied or it shall be otherwise handled and used in a manner authorized by law or regulations of the Internal Revenue Service or the California Franchise Tax Board in order to avoid, if possible, its taxation as income of the Association.

6.4.3 Limitation Respecting Special Assessments. Any special assessment in excess of five percent (5%) of the budgeted gross expense of the Association for the fiscal year in which a special assessment is levied shall require approval by vote or written consent of fifty-one percent (51%) of the votes residing in members other than the Declarant, except in case of a special assessment against an owner as follows:

6.4.3.1 As a remedy to reimburse the Association for costs incurred in maintaining, repairing, or replacing any item within the common area, recreation area, or upon any easement when such maintenance, repair, or replacement was made reasonably necessary by the willful or negligent act of such owner, his family, guests, or invitees.

6.4.3.2 As a means of enforcing any monetary penalty imposed upon such owner as provided in Section 4.3.1.2 of this Declaration.

6.4.3.3 As a remedy to reimburse the Association for costs incurred in bringing the owner or his condominium into compliance with the provisions of this Declaration.

6.4.3.4 Any such assessment shall be subject to the provisions of Section 2792.26(c) of Dept. of Real Estate Regulations.



6.5 Uniform Rate of Assessment. Except as otherwise specifically provided in this Declaration, including Sections 4.3.1.2 and 6.4.3, regular and special assessments will be the same for all condominium units.

6.6 Assessment Period. The regular assessment period shall commence on January 1 of each year and shall terminate on December 31 of such year, and regular assessments shall be payable in equal monthly installments unless the Board adopts some other basis for collection. However, the initial regular assessment period shall commence on the first day of the calendar month following the date on which the sale of the first condominium to a purchaser is closed and recorded (the "initiation date") and shall terminate on December 31 of the year in which the initial sale is closed and recorded. The first regular assessment and all special assessments shall be adjusted according to the number of months remaining in the fiscal year and shall be payable in equal monthly installments unless the Board adopts some other basis for collection. The Association shall not change the pro rata interest or obligation of any condominium for purposes of levying assessments unless all owners and all institutional first mortgagees have given their prior written consent.

6.7 Notice and Assessment Installment Due Dates. A single ten (10) day prior written notice of each annual regular assessment and each special assessment shall be given to any owner of every condominium subject to assessment in which the due dates for the payments of installments normally shall be the first day of each month unless some other due date is established by the Board. Each installment of regular assessments and special assessments shall become delinquent if not paid within fifteen (15) days after its due date. There shall accrue with each delinquent installment a late charge of fifteen dollars (\$15.00) together with interest at the rate of seven percent (7%) per annum calculated from the due date to and including the date full payment is received by the Association.

6.8 Estoppel Certificate. The Board or manager, on not less than twenty (20) days prior written request, shall execute, acknowledge and deliver to the party making such request a statement in writing stating whether or not to the knowledge of the Association, a particular owner is in default as to his condominium under the provisions of this Declaration and further stating the dates to which installments of assessments, regular or special, have been paid as to such condominium. Any such certificate may be relied on by any prospective purchaser or mortgagee of the

condominium, but reliance on such certificate may not extend to any default not involving the payment of assessments of which the signer had no actual knowledge.

**6.9 Waiver of Enjoyment.** No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the condominium unit owned by him from the liens and charges hereof, by any attempted waiver of enjoyment of the common area or any other Association property and the facilities thereon or by abandonment of his condominium unit.

**6.10 Mortgage Protection.** Notwithstanding all other provisions hereof, no lien created under this Article, nor any breach of the restrictions, nor the enforcement of any provision hereof or of any additional declaration hereto, shall defeat or render invalid the rights of the beneficiary under any recorded first deed of trust (meaning any deed of trust with first priority over other deeds of trust) upon a condominium unit made in good faith and for value; provided that after such beneficiary or some other third party obtains title to such condominium unit by judicial foreclosure or by means of the powers set forth in such deed of trust, such condominium unit shall remain subject to the herein Declaration, and the payment of all assessments accruing subsequent to the date such beneficiary or other persons obtain title.

#### ARTICLE VII: COLLECTION OF ASSESSMENTS; LIENS

**7.1 Right to Enforce.** The right to collect and enforce assessments is vested in the Board acting for and on behalf of the Association. The Board or its authorized representative, including any manager, can enforce the obligations of the owners to pay assessments provided for in this Declaration by commencement and maintenance of a suit at law or in equity, or the Board may foreclose by judicial proceedings or through the exercise of the power of sale pursuant to Section 7.2 to enforce the lien rights created. Suit to recover a money judgment for unpaid assessments together with all other amounts described in Section 6.2 shall be maintainable without foreclosing or waiving the lien rights.

**7.2 Creation of Lien.** If there is a delinquency in the payment of any assessment, or installment, on a condominium, as described in Section 6.7, any amounts that are delinquent, together with the late charge described in that Section, interest at the rate of seven percent (7%) per annum, and all costs that are incurred by the Board or its authorized representative in the collection of the amounts, including reasonable attorneys' fees, shall be a lien against such condominium upon the recordation in the office of the County Recorder of Mono County of a notice of assessment as provided in California Civil Code, Section 1356. The notice of assessment

shall not be recorded unless and until the Board or its authorized representative has delivered to the delinquent owner or owners, not less than fifteen (15) days before the recordation of the notice of assessment, a written notice of default and a demand for payment, and unless such delinquency has not been cured within said fifteen (15) day period. The lien shall expire and be void unless, within one (1) year after recordation of the notice of assessment, the Board or its authorized representative records a notice of default as provided hereinafter or institutes judicial foreclosure proceedings with respect to such lien.

7.3 Notice of Default; Foreclosure. Not more than one (1) year nor less than fifteen (15) days after the recording of the notice of assessment, the Board or its authorized representative can record a notice of default and can cause the condominium with respect to which a notice of default has been recorded to be sold in the same manner as a sale is conducted under California Civil Code, Sections 2924, 2924b and 2924c, or through judicial foreclosure. However, as a condition precedent to the holding of any such sale under Section 2924c, appropriate publication shall be made. In connection with any sale under Section 2924c, the Board is authorized to appoint its attorney, any officer or director, or any title insurance company authorized to do business in California as trustee for purposes of conducting the sale. If a delinquency is cured before sale, or before completing a judicial foreclosure, the Board or its authorized representative shall cause to be recorded in the office of the County Recorder of the county in which the development is located a certificate setting forth the satisfaction of such claim and release of such lien upon payment of actual expenses incurred, including reasonable attorneys' fees, by any delinquent owner. During the pendency of any foreclosure proceeding, whether judicial or by power of sale, the owner shall be required to pay to the Association reasonable rent for the condominium and the Association shall be entitled to the appointment of a receiver to collect the rent. On becoming delinquent in the payment of any assessments, or installments, each delinquent owner shall be deemed to have absolutely assigned all rent, issues and profits of his condominium to the Association and shall further be deemed to have consented to the appointment of a receiver (which appointment may, at the election of the Association, be enforced by the Association through specific performance). The Association, acting on behalf of the owners, shall have the power to bid upon the condominium at foreclosure sale and to acquire, hold, lease, mortgage and convey the condominium.

7.4 Waiver of Exemptions. Each owner, to the extent permitted by law, waives, to the extent of any liens created pursuant to this Section 7, the benefit of any homestead or exemption laws of California in effect at the time any assessment, or installment, becomes delinquent or any lien is imposed.

ARTICLE VIII: INSURANCE

8.1 Liability Insurance. The Association shall obtain and maintain comprehensive public liability insurance insuring the Association, any manager, the Declarant and the owners and occupants of condominiums, and their respective family members, guests, invitees, and the agents and employees of each, against any liability incident to the ownership or use of the common area and the recreation area and including, if obtainable, a cross-liability or severability of interest endorsement insuring each insured against liability to each other insured. The limits of such insurance shall not be less than \$1,000,000.00 covering all claims for death, personal injury and property damage arising out of a single occurrence. Such insurance shall include coverage against water damage liability, liability for non-owned and hired automobiles, liability for property of others and any other liability or risk customarily covered with respect to projects similar in construction, location and use.

8.2 Fire and Extended Coverage Insurance. The Association also shall obtain and maintain a master or blanket policy of fire insurance for the full insurable value of all of the improvements within the development. The form, content, and term of the policy and its endorsements and the issuing company must be satisfactory to all institutional first mortgagees. If more than one institutional first mortgagee has a loan of record against a condominium in the development, the policy and endorsements shall meet the maximum standards of the various institutional first mortgagees represented in the development. The policy shall contain an agreed amount endorsement or its equivalent, an increased cost of construction endorsement or a contingent liability from operation of building laws endorsement or their equivalent, an extended coverage endorsement, vandalism, malicious mischief coverage, a special form endorsement and a determinable cash adjustment clause for a similar clause to permit cash settlement covering full value of the improvements in case of partial destruction and a decision not to rebuild. The policy shall provide amounts of coverage as shall be determined by the Board. The policy shall name as insured the Association, the owners and Declarant, as long as Declarant is the owner of any condominium, and all mortgagees as their respective interests may appear, and may contain a loss payable endorsement in favor of the trustee described hereinafter.

8.3 Individual Fire Insurance Limited. Except as provided in this Section, no owner shall separately insure his unit against loss by fire or other casualty covered by any insurance carrier under Section 8.2. If any owner violates this provision, any diminution in insurance proceeds otherwise payable under policies described in Section 8.2 that results from the existence of such other insurance will be chargeable to the owner who

acquired other insurance, and such owner will be liable to the Association to the extent of any such diminution. An owner can insure his personal property against loss. In addition, any improvements made by an owner within his unit may be separately insured by the owner, but the insurance is to be limited to the type and nature of coverage commonly known as "tenant's improvements". All such insurance that is individually carried must contain a waiver of subrogation rights by the carrier as to other owners, the Association, Declarant and institutional first mortgagee of such condominium.

8.4 Trustee. All insurance proceeds payable under Sections 8.2 and 8.3, subject to the rights of mortgagees under Section 8.8, may be paid to a trustee, to be held and expended for the benefit of the owners, mortgagees and others, as their respective interests appear. Said trustee shall be a commercial bank in the county in which the development is located that agrees in writing to accept such trust. If repair or reconstruction is authorized, the Board shall have the duty to contract for such work as provided for in this Declaration.

8.5 Other Insurance. The Board may, and, if required by any institutional first mortgagee, shall purchase and maintain demolition insurance in adequate amounts to cover demolition in case of total or partial destruction and a decision not to rebuild, and a blanket policy of flood insurance and insurance to cover earthquake damage and any other hazard that the Board feels in its best judgment needs insurance coverage. The Board also shall purchase and maintain workers' compensation insurance, to the extent that it is required by law, for all employees or uninsured contractors of the Association. The Board also shall purchase and maintain fidelity bonds or insurance (which shall be in amount not less than 150% of each year's estimated annual operating expenses and reserves and shall contain an endorsement of coverage of any person who may serve without compensation) sufficient to meet the requirements of any institutional first mortgagee. The Board shall purchase and maintain such insurance on personal property owned by the Association, and any other insurance that it deems necessary or that is required by any institutional mortgagee.

8.6 Owner's Insurance. An owner may carry whatever personal liability and property damage liability insurance with respect to his condominium that he desires. However, any such policy shall include a waiver of subrogation clause acceptable to the Board and to any institutional first mortgagee.

8.7 Adjustment of Losses. The Board is appointed attorney-in-fact by each owner to negotiate and agree on the value and extent of any loss under any policy carried pursuant to Section 8.1, 8.2 and 8.5. The Board is granted full right and authority to compromise and settle any claim or enforce any claim by legal action or otherwise and to execute releases in favor of any insurer.

8.8 Distribution to Mortgagees. Any mortgagee has the option to apply insurance proceeds payable on account of a condominium in reduction of the obligation secured by the mortgage of such mortgagee.

#### ARTICLE IX: DESTRUCTION OF IMPROVEMENTS

9.1 Destruction; Proceeds Exceed 85% of Reconstruction Costs. If there is a total or partial destruction of the improvements in the development, and if the available proceeds of the insurance carried pursuant to Section 8 are sufficient to cover not less than eighty-five percent (85%) of the costs of repair and reconstruction, the improvements shall be promptly rebuilt unless, within ninety (90) days from the date of destruction, members then holding at least seventy-five percent (75%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and reconstruction shall not take place. If repair and reconstruction is to take place, the Board shall be required to execute, acknowledge and record in the office of Mono County Recorder not later than one hundred twenty (120) days from the date of such destruction, a certificate declaring the intention of the members to rebuild.

9.2 Destruction; Proceeds Less than 85% of Reconstruction Costs. If the proceeds of insurance are less than eighty-five percent (85%) of the costs of repair and reconstruction, repair and reconstruction may nevertheless take place if, within ninety (90) days from the date of destruction, members then holding at least fifty-one percent (51%) of the total voting power of each class of members present and entitled to vote, in person or by proxy, at a duly constituted meeting, determine that such repair and construction shall take place. If repair and reconstruction is to take place, the Board shall execute, acknowledge and record in the office of the Mono County Recorder not later than one hundred twenty (120) days from the date of such destruction a certificate declaring the intention of the members to rebuild.

9.3 Rebuilding Procedures. If the members determine to rebuild, pursuant to Sections 9.1 or 9.2, and should the cost of reconstruction or restoration exceed the available insurance proceeds, the Board shall, subject to Sections 6.4.3 and 6.5 hereof, levy a special assessment to obtain the requisite funds to complete the restoration or reconstruction.

9.4 Rebuilding Contract. If the members determine to rebuild, the Board or its authorized representative shall obtain bids from at least two reputable contractors and shall award the repair and reconstruction work to the lowest bidder. The Board shall have the authority to enter into a written contract with the contractor for such repair and reconstruction, and the insurance proceeds held by the trustee shall be disbursed

to the contractor according to the terms of the contract. It shall be the obligation of the Board to take all steps necessary to assure the commencement and completion of authorized repair and reconstruction at the earliest possible date.

9.5 Rebuilding Not Authorized. If the members determine not to rebuild, then, subject to the rights of mortgagees under Section 8.8, any insurance proceeds then available for such rebuilding shall be distributed to the owner of each condominium as follows: each owner of a condominium shall receive a fraction of such insurance proceeds, the numerator of which shall be the price for which Declarant first sold the particular unit and the denominator of which shall be the total of the prices for which Declarant first sold all of the units of the development. The Board shall have the duty, within one hundred twenty (120) days from the date of such destruction, to execute, acknowledge and record in the office of the County Recorder of said County, a certificate declaring the intention of the members not to rebuild.

9.6 Revival of Right to Partition. On recordation of a certificate described in Section 9.5, the right of any owner to partition through legal action as described in Section 11 shall revive immediately.

#### ARTICLE X: CONDEMNATION

10.1 Sale by Unanimous Consent: If an action for condemnation of all or a portion of the development is proposed or threatened by any governmental agency having the right of eminent domain, then, on unanimous written consent of all of the owners and after written notice to all mortgagees, the development, or a portion of it may be sold by the Board acting as irrevocable attorney-in-fact of all of the owners for a price deemed fair and equitable by the Board but in no event less than the aggregate unpaid balance of all mortgages encumbering condominiums in the development.

10.2 Distribution of Proceeds of Sales. On a sale occurring under Section 10.1, the proceeds shall be distributed to the owner and the mortgagees of each condominium in a like manner as set forth in Section 10.3.1 below.

10.3 Condemnation Awards. A condemnation award affecting all or a part of the structural common area of the condominium project which is not apportioned among the owners by court judgment or by agreement between the condemning authority and each of the affected owners in the subdivision, shall be distributed among the affected owners and their respective mortgagees according to the relative values of the condominium units affected by the condemnation as determined by independent appraisal and in accordance with the provisions of this Declaration.

10.3.1 Condemnation Award Valuation. In the event of partial or total taking of the structural common area of the condominium project, and an election by the owners not to rebuild, insurance proceeds received by the Association on account of the destruction of the common area shall be distributed by the Association among owners of units and their respective mortgagees proportionately according to the respective fair market values of the units at the time of the destruction as determined by an independent appraisal.

10.3.2 Appointment of Appraiser. The Board shall appoint an independent MIA Certified Appraiser to appraise as required by this Declaration.

10.4 Revival of Right to Partition. On sale or on taking that renders more than fifty percent (50%) of the units in the development uninhabitable, the right of any owner to partition through legal action shall revive immediately.

#### ARTICLE XI: PARTITION

11.1 Suspension. The right of partition is suspended pursuant to California Civil Code, Section 1354, as to the development. Partition of the development can be had on a showing that the conditions for such partition as stated in Section 9.6 or in Section 10.4 have been met. Nothing in this Declaration shall prevent partition or division of interest between joint or common owners of any condominium.

11.2 Distribution of Proceeds. Proceeds or property resulting from a partition shall be distributed to and among the respective owners and their mortgagees as their interests appear in proportion to each owner's respective percentage undivided interest in the common area.

11.3 Power of Attorney. Pursuant to California Civil Code, Section 1355(b)(9), each of the owners hereby grants the Association an irrevocable power of attorney to sell the development for the benefit of the owners when partition can be had. Exercise of said power is subject to the approval of members and their institutional first mortgagees.

#### ARTICLE XII: NON-SEVERABILITY OF COMPONENT INTERESTS IN A CONDOMINIUM

12.1 Prohibition Against Severance. An owner shall not be entitled to sever his unit in any condominium from his membership in the Association, and shall not be entitled to sever his unit and his membership from his undivided interest in the common area for any purpose. None of the component interests in a condominium can be severally sold, conveyed, encumbered, hypothecated or otherwise dealt with, and any violation or attempted violation of this provision shall be void. Similarly,



no owner can sever any exclusive easement appurtenant to his unit over the common area from his condominium, and any attempt to do so shall be void. The suspension of such right of severability will not extend beyond the period set forth in Section 11 respecting the suspension of partition. It is intended hereby to restrict severability pursuant to California Civil Code, Section 1355(g).

12.2 Conveyance. After the initial sales of the condominiums, any conveyance of a condominium by an owner shall be presumed to convey the entire condominium. However, nothing contained in this Section shall preclude the owner of any condominium from creating a cotenancy or joint tenancy in the ownership of the condominium with any other person or persons.

#### ARTICLE XIII: TERM OF DECLARATION

This Declaration shall run with the land, and shall continue in full force and effect for a period of fifty (50) years from the date on which this Declaration is executed. After that time, this Declaration and all covenants, conditions, restrictions and other provisions shall be automatically extended for successive ten (10) year periods unless this Declaration is revoked by an instrument executed by the owners and their respective institutional first mortgagees of not less than three-fourths (3/4) of the condominiums in the development and recorded in the office of the County Recorder of the County in which the development is located. Said instrument revoking this Declaration must be so recorded no sooner than one (1) year prior and no later than thirty (30) days prior to the expiration of the fifty (50) year period, or any subsequent ten (10) year period.

#### ARTICLE XIV: PROTECTION OF MORTGAGEES

14.1 Mortgage Permitted. Any owner may encumber his condominium with a mortgage.

14.2 Subordination. Any lien for general or special assessments created or claimed under the provisions of this Declaration is expressly made subject to and subordinate to the rights of any first mortgage that encumbers all or a portion of the development, or any condominium made in good faith and for value, and no such lien shall in any way defeat, invalidate or impair the obligation or priority of such first mortgage unless the mortgagee expressly subordinates his interest, in writing, to such lien.

14.3 Amendment. The prior written consent of seventy-five percent (75%) of the holders of all first mortgages (based upon one vote for each mortgage held) shall be required to any material amendment to this Declaration, to the Articles or to the By-Laws. As used in this Section 14.3, the term "any material amendment" is defined to mean amendments to

provisions of this Declaration, to the Articles or to the By-Laws governing the following subjects:

14.3.1 The purpose for which the development may be used;

14.3.2 Voting;

14.3.3 Assessments, collection of assessments, creation and subordination of assessment liens;

14.3.4 Reserves for repair and replacement of common area or recreation area improvements;

14.3.5 Maintenance of common area, recreation area and improvements thereon;

14.3.6 Casualty and liability insurance;

14.3.7 Rebuilding or reconstruction of common area, recreation area and improvements thereon, in the event of damage or destruction;

14.3.8 Rights of use to and in the common area and recreation area;

14.3.9 Annexation of additional property; and

14.3.10 Any provision which by its terms, is specifically for the benefit of first mortgagees, or specifically confers rights on first mortgagees.

14.4 Restrictions on Certain Changes. Unless seventy-five percent (75%) of first mortgagees of condominiums have given their prior written approval, neither the Association nor the owners shall be entitled:

14.4.1 By act or omission to seek to abandon or terminate the condominium project, except for abandonment provided by statute in case of substantial loss to the units and common area;

14.4.2 To change the method of determining the obligations, assessments, dues or other charges which may be levied against an owner, or to change the pro rata interest or obligations of any condominium for purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or for determining the pro rata share of ownership of each owner in the common area;

14.4.3 To partition or subdivide any unit;

14.4.4 By act or omission to seek to abandon, partition, subdivide, encumber, sell or transfer the common area

or the recreation area. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common area by the Association or the owners shall not be deemed to be a transfer within the meaning of this Clause;

14.4.5 To use hazard insurance proceeds for losses to units or common area or recreation area improvements in the development or to any other Association property, for other than the repair, replacement or reconstruction of such improvements or property except as provided by statute in case of substantial loss to the units or common area of the development;

14.4.6 By act or omission to change, waive or abandon the provisions of this Declaration, or the enforcement thereof, pertaining to architectural design or control of the exterior appearance of structures in the development, the maintenance of the common area and the recreation area, walks or fences and driveways, or the upkeep of lawns and plantings in the development.

14.5 Right to Examine Books and Records. Institutional first mortgagees can examine the books and records of the Association or the condominium project and can require the submission of financial data concerning the Association or the condominium project, including annual reports and operating statements as furnished to the owners.

14.6 Right of Insurance and Condemnation Proceeds. No owner, or any other party, shall have priority over any right of institutional first mortgagees of condominiums pursuant to their mortgages in case of a distribution to owners of insurance proceeds or condemnation awards for losses to or taking of units or common area. Any provision to the contrary in this Declaration or in the By-Laws or other documents relating to the development is to such extent void. All applicable fire and all physical loss or extended coverage insurance policies shall contain loss payable clauses acceptable to the affected institutional first mortgagees naming the mortgagees, as their interest may appear.

14.7 Amenities. All amenities (such as parking, recreation and service areas) and common area or recreation area shall be available for use by owners and all such amenities with respect to which regular or special assessments for maintenance or other uses may be levied shall constitute common area or recreation area. All such amenities shall be owned in fee by the owners in undivided interests or by the Association free of encumbrances except for any easements granted for public utilities or for other public purposes consistent with the intended use of such property by the owners or by the Association.

14.8 Notices to Mortgagees of Record. Upon any loss to any unit covered by a mortgage, if such loss exceeds one thousand dollars (\$1,000.00), or any loss to the common area, if such loss exceeds ten thousand dollars (\$10,000.00), or on any taking of the common area, notice in writing of such loss or taking shall be given to each mortgagee of record. If any owner of a unit is in default under any provision of these covenants, conditions and restrictions, or under any provision of the By-Laws or the Association rules, which default is not cured within thirty (30) days after written notice to such owner, the Association shall give to the mortgagee of record of such owner written notice of such default and of the fact that said thirty (30) day period has expired.

14.9 Voting Rights on Default. In case of default by any owner in any payment due under the terms of any institutional first mortgage encumbering such owner's condominium, or the promissory note secured by the mortgage, the mortgagee or his representative, on giving written notice to such defaulting owner or owners, and placing of record a notice of default, is hereby granted a proxy and can exercise the voting rights of such defaulting owner attributable to such condominium at any regular or special meeting of the members held during such time as such default may continue.

14.10 Payment by Mortgagees. Mortgagees of condominiums may, jointly or singularly, pay taxes or other charges which are in default and which may or have become a charge against the common area or recreation area and may pay overdue premiums or hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for common area or recreation area improvements or other insured property of the Association and, upon making any such payments, such mortgagees shall be owed immediate reimbursement therefor from the Association. This provision shall constitute an agreement by the Association for the express benefit of all mortgagees and upon request of any mortgagee the Association shall execute and deliver to such mortgagee a separate written agreement embodying the provisions of this Section 14.10.

14.11 Effect of Breach. No breach of any provision of these covenants, conditions and restrictions shall invalidate the lien of any mortgage in good faith and for value, but all of the covenants, conditions and restrictions shall be binding on any owner whose title is derived through foreclosure sale, trustee's sale or otherwise.

14.12 Foreclosure. If any condominium is encumbered by a mortgage made in good faith and for value, the foreclosure of any lien created by an provision set forth in this Declaration for assessments, or installments of assessments, shall not operate to affect or impair the lien of the mortgage. On foreclosure of the mortgage, the lien for assessments, or

installments, that has accrued up to the time of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser taking title to the condominium free of the lien for assessments, or installments, that has accrued up to the time of the foreclosure sale. On taking title to the condominium the foreclosure-purchaser shall only be obligated to pay assessments or other charges levied or assessed by the Association after the foreclosure-purchaser acquired title to the condominium. The subsequently levied assessments or other charges may include previously unpaid assessments provided all owners, including the foreclosure-purchaser, and his successors and assigns are required to pay their proportionate share as provided in this Section.

14.13 Non-Curable Breach. Any mortgagee who acquires title to a condominium by foreclosure or by deed in lieu of foreclosure or assignment in lieu of foreclosure shall not be obligated to cure any breach of this Declaration that is non-curable or of a type that is not practical or feasible to cure.

14.14 Loan to Facilitate. Any mortgage given to secure a loan to facilitate the resale of a condominium after acquisition by foreclosure or by a deed in lieu of foreclosure or by an assignment in lieu of foreclosure shall be deemed to be a loan made in good faith and for value and entitled to all of the rights and protections of this Section 14.

14.15 Appearance at Meetings. Because of its financial interest in the development, any mortgagee may appear (but cannot vote except under the circumstances set forth in Section 14.9) at meetings of the members and the Board to draw attention to violations of this Declaration that have not been corrected or made the subject of remedial proceedings or assessments.

14.16 Right to Furnish Information. Any mortgagee can furnish information to the Board concerning the status of any mortgage.

14.17 Inapplicability of Right of First Refusal to Mortgagee. No right of first refusal or similar restriction on the right of an owner to sell, transfer or otherwise convey the owner's condominium shall be granted to the Association without the written consent of any mortgagee of the condominium. Any right of first refusal or option to purchase a unit that may be granted to the Association (or other person, firm or entity) shall not apply to any conveyance or transfer of title to such condominium, whether voluntary or involuntary, to a mortgagee which acquires title to or ownership of the unit pursuant to the remedies provided in its mortgage or by reason of foreclosure of the mortgage or deed or assignment in lieu of foreclosure.

14.18 Contracts with Declarant. Any agreement between the Association and Declarant pursuant to which the Declarant agrees to provide services shall provide for termination by either party without cause or payment of a termination fee on thirty (30) days written notice and shall have a maximum contract term of one (1) year; provided that the Board can renew any such contract on a year-to-year basis.

#### ARTICLE XV AMENDMENT

15.1 Amendment Before the Close of First Sale. Before the close of the first sale of a condominium in the development to a purchaser other than Declarant, this Declaration and any amendments to it may be amended in any respect or revoked by the execution by Declarant and any mortgagee of record of an instrument amending or revoking the Declaration. The amending or revoking instruments shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the County in which the development is located.

15.2 Amendment After Close of First Sale. After the close of the first sale of a condominium in the development to a purchaser other than Declarant, this Declaration may be amended or revoked in any respect by the vote or written consent of the holders of not less than seventy-five percent (75%) of the voting rights of each class of members. However, if any provision of this Declaration requires a greater or lesser percentage of the voting rights of any class of members in order to take affirmative or negative action under such provision, the same percentage of such class or classes of members shall be required to amend or revoke such provision. Also, if the consent or approval of any governmental authority, mortgagee or other person, firm, agency or entity is required under this Declaration with respect to any amendment or revocation of any provision of this Declaration, no such amendment or revocation shall become effective unless such consent or approval is obtained. Any amendment or revocation subsequent to the close of such first sale shall be evidenced by an instrument certified by the secretary or other duly authorized officer of the Association and shall make appropriate reference to this Declaration and its amendments and shall be acknowledged and recorded in the office of the County Recorder of the county in which the development is located.

15.2.1 Amendment After Conversion to One Voting Class. Following the conversion of Class B members pursuant to Sections 5.2.1.1 - 5.2.1.2, amendment of this Declaration shall require (i) a majority of the total voting power of the Association which is at least a bare majority; and (ii) at least a bare majority of the votes of members other than Declarant; but (iii) in any case not more than 75% of the total voting power.

15.3 Conflict with Section 14 or Other Provisions of this Declaration. To the extent any provisions of this Section 15 conflicts with the provisions of Section 14 or any other provision of this Declaration, except those contained in Section 15.4, the provisions of Section 14 or the other provisions shall control.

15.4 Business and Professions Code Section 11018.7. All amendments or revocations of this Declaration shall comply with the provisions of California Business and Professions Code, Section 11018.7 to the extent said Section is applicable.

15.5 Reliance on Amendments. Any amendments made in accordance with the terms of this Declaration shall be presumed valid by anyone relying on them in good faith.

15.6 Amendments to Conform with Mortgage Requirements. It is the intent of Declarant that this Declaration and the Article and By-Laws of the Association, and the development in general, shall now and in the future meet all requirements necessary to purchase, guarantee, insure or subsidize any mortgage of a condominium in the development by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Federal Housing Administration and the Veterans' Administration. In furtherance of that intent, Declarant expressly reserves the right and shall be entitled by unilateral amendment of the Declaration so long as Declarant owns more than twenty-five percent (25%) of the condominiums in the development to amend this Declaration in order to incorporate any provisions or to enter into any agreement on behalf of and in the name of the Association that are, in the opinion of any of the cited entities or governmental agencies, required to conform the Declaration, the Articles, the By-Laws or the development to the requirements of any of the entities or governmental agencies, including without limitation, the execution on behalf of and in the name of the Association of a regulatory agreement between the Association and the Federal Housing Commissioner and any other agreement sufficient to satisfy the requirements for mortgage purchase, guarantee or insurance by any of said entities or agencies. Declarant is hereby granted an irrevocable power of attorney to execute any such amendment or agreement by and in the name of the Association. Any such provisions shall first be approved by the California Department of Real Estate in connection with its issuance of a final subdivision public report or amendment to it with respect to the development. Each owner of a condominium and each mortgagee of a condominium by acceptance of a deed or encumbrance of a condominium consents to the incorporation in this Declaration of any such provisions and to the execution of any amendment or regulatory agreement and agrees to be bound by any such provisions as if they were incorporated in this Declaration. The Board and each owner shall take any action or shall adopt any resolutions required by Declarant or any mortgagee to conform this Declaration or the development to the requirements of any of said entities or agencies.

15.7 Amendment of Articles and By-Laws. Procedures and requirements for amending the Articles of Incorporation or the By-Laws of the Association shall be as set forth in the By-Laws.

ARTICLE XVI: REQUIREMENTS OF THE COUNTY OF MONO

The Declarant, for each condominium owned by him within the project, hereby covenants, and each owner of a condominium within the project, by acceptance of a deed therefor, is deemed to covenant and agree to abide by the following requirements of the County in addition to all the rights reserved to the County, by other provisions of this Declaration:

16.1 Compliance with Use Permit. The development of the project and the use thereof by all owners, their families, servants, guests, tenants and invitees shall at all times comply with all conditions of County Use Permit Application No. ~~34-81-65~~ <sup>344</sup> and all other applicable codes, ordinances and regulations 34-84-05 of the County.

16.2 Open Space Requirements. Without the prior written approval of the County (including all applicable agencies and departments thereof) there shall be no modification, reduction or alteration of those portions of the common area of the project devoted to open space, snow storage or parking (except for regular maintenance and landscaping).

16.3 Snow Removal and Deposit. For the purpose of guaranteeing snow removal and ice control, the Association shall at all times maintain with the County of Mono one of the following:

16.3.1 An irrevocable letter of credit issued by a bank or savings and loan institution in the amount of \$ 3,000.00 <sup>724</sup> running to and approved by the County of Mono. Said letter of credit may be released only by written authorization of the County of Mono; or,

16.3.2 The sum of \$3,000.00 <sup>724</sup> deposited with the Treasurer of the County of Mono; or,

16.3.3 A certificate of deposit for \$ 3,000.00 <sup>724</sup> in favor of the County of Mono to remain with the Treasurer of the County of Mono.

16.4 Manager's Unit. The portion of the recreation area which is designated as the manager's unit shall be at all times owned either in common or by the Association and shall not be sold to any person as an individual condominium unit.

16.5 Amendment. Any other provision of this Declaration notwithstanding, no portion of this Article XVI may be amended without the consent of all applicable departments of the County of Mono.



ARTICLE XVII: GENERAL PROVISIONS

17.1 Headings. The headings used in this Declaration are for convenience only and are not to be used to interpret the meaning of any of the provisions of this Declaration.

17.2 Severability. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any provision or provisions of it shall not invalidate any other provisions.

17.3 Cumulative Remedies. Each remedy provided for in this Declaration shall be cumulative and not exclusive. Failure to exercise any remedy provided for in this Declaration shall not, under any circumstances, be construed as a waiver thereof.

17.4 Violations as Nuisance. Every act or omission in violation of the provisions of this Declaration shall constitute a nuisance and, in addition to all other remedies herein set forth, may be abated or enjoined by any owner, any member of the Board, the manager or the Association.

17.5 No Racial Restriction. No owner shall execute or cause to be recorded any instrument which imposes a restriction upon the sale, leasing or occupancy of his condominium on the basis of race, sex, color or creed.

17.6 Access to Books. Any owner may, at any reasonable time and upon reasonable notice to the Board or manager, at his own expense, cause an audit or inspection to be made of the books and financial records of the Association.

17.7 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provision thereafter.

17.8 Notification of Sale of Condominium. Concurrently with the consummation of the sale of any condominium under circumstances whereby the transferee becomes an owner thereof, or within five (5) business days thereafter, the transferee shall notify the Board in writing of such sale. Such notification shall set forth the name of the transferee and his mortgagee and transferor, the common address of the condominium purchased by the transferee, the transferee's and the mortgagee's mailing address, and the date of sale. Prior to the receipt of such notification, any and all communications required or permitted to be given by the Association, the Board or the manager shall be deemed to be duly made and given to the transferee if duly and timely made and given to said transferee's transferor. Mailing addresses may be changed at any time upon written notification to the Board. Notices shall be deemed received

forty-eight (48) hours after mailing if mailed to the transferee, or to his transferor if the Board has received no notice of transfer as above provided, by certified mail, return receipt requested, at the mailing address above specified. Notices shall also be deemed received twenty-four (24) hours after being sent by telegram or upon personal delivery to any occupant of an condominium over the age of twelve (12) years.

17.9 Number; Gender. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine or neuter, as the context requires.

17.10 Exhibits. All exhibits referred to are attached to this Declaration and incorporated by reference.

17.11 Easements Reserved and Granted. Any easements referred to in this Declaration shall be deemed reserved or granted, or both reserved and granted, by reference to this Declaration in a deed to any condominium.

17.12 Binding Effect. This Declaration shall inure to the benefit of and be binding on the successors and assigns of the Declarant, and the heirs, personal representatives, grantees, tenants, successors and assigns of the owners.

17.13 Unsegregated Real Estate Taxes. Until such time as real property taxes have been segregated by the County Assessor of the County in which the development is located, they shall be paid by the respective owners of condominiums. The proportionate share of the taxes for a particular condominium shall be determined by dividing the initial sales price or offered initial sales price of the condominium by the total initial sales prices and offered initial sales prices of all condominiums within the development (the term "offered initial sales price" means the price at which an unsold condominium is then being offered by sale by Declarant). If, and to the extent, that taxes are

///

///

///

///

///

///

///

not paid by any owner of a condominium and are allowed to become delinquent, they shall be collected from the delinquent owner by the Association.

Declarant has executed this instrument as of this 27th day of November, 1984

SOLA DEVELOPMENTS, INC.  
a California corporation,  
Declarant

APPROVED AS TO FORM:

Ron Ewald  
RON EWALD  
County Counsel - County of Mono  
Date: DEC 21 1984

By G. Michael Lyon  
G. MICHAEL LYON, President

By Robert M. Passero  
Robert M. Passero, Secretary-Treasurer

State of CALIFORNIA }  
County of LOS ANGELES } SS.

On this the 27th day of NOVEMBER, 1984, before me,

BETTE GWYN

the undersigned Notary Public, personally appeared

G. Michael Lyons & Robert M. Passero

☐ personally known to me  
☒ proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as President  
Secretary/Treasurer or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.



Bette Gwyn  
Notary's Signature

## EXHIBIT "A" Continued:

## PARCEL 3:

All of Lots 1, 2 and 9, Block 10, Silver Lake Pines Subdivision Tract No. 1, and that portion of Lot 10, Block 10, in said subdivision described as follows: Beginning at a one-half inch iron pipe which marks the Southwest corner of Lot 1, Block 10, in said subdivision, and running thence North 30°05' East 150 feet to a point of beginning; thence North 30°05' East 9.28 feet to a one-half inch iron pipe; thence South 89°13' East 114.27 feet to a one-half inch iron pipe; thence South 30°05' West 57.41 feet to a point; thence North 64°25' West 100.00 feet to the point of beginning.

Said land is shown on Record of Survey filed November 18, 1963, in Book 3 Page 107 of Maps.

## PARCEL 4:

That portion of Alderman Street as shown on the map of Silver Lake Pines Tract No. 1, in the County of Mono, State of California, as per map recorded in Book 1 Page 2 of Maps lying North of a line described as follows:

Commencing at a one-half inch iron bolt set in rock which marks the North sixteenth corner of the Northwest quarter of said Section 14, and running thence South 89°13' East 518.29 feet to a one-half inch iron pipe, thence South 89°13' East 306.96 feet to a one-half inch iron pipe; thence South 30°05' West 139.70 feet to a one-half inch iron pipe which marks the point of beginning of said line, said point being the intersection of the Northwesterly line of Alderman Street and the Northeasterly line of Knoll Avenue, thence Southeasterly to a point which is the Southwest corner of Lot 1 of Block 10 of said Silver Lake Pines Tract No. 1 and being the terminus of said line as said portion of Alderman Street was abandoned by Resolution No. 12-64 of the Mono County Board of Supervisors.

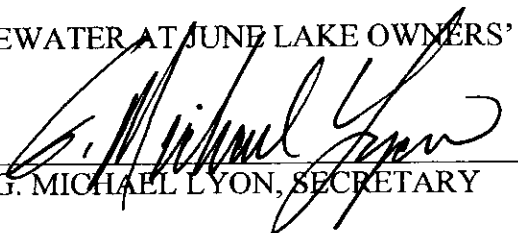
Said property is also known as "EDGEWATER TOWNHOUSES" in June Lake, Mono County, California, described as Lot 1 of Tract No. 34-18, as per map recorded in Book 9, pages 69 and 69A of Maps, in the office of the County Recorder of said County.



Declarant has executed this instrument this 1<sup>st</sup> day of NOVEMBER, 2004

EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION

BY:

  
G. MICHAEL LYON, SECRETARY

**DECLARATIONS OF AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS  
EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION**

The Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are amended by adding Section 6.11 of Article VI as follows:

"6.11 Notwithstanding the foregoing provisions hereof, the Board of Directors may from time to time change the provisions related to notices and assessment due dates as it deems advisable and to comply with prevailing law and statutes by sending written notice to the owners at least 30 days prior to the effective date of any new procedures for assessments and notices."

The Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are further amended by adding Section 7.5 to Article VII as follows:

"7.5 Notwithstanding the foregoing provisions hereof, the Board of Directors may from time to time change the provisions related to collection of assessments and liens as it deems advisable and to comply with prevailing law and statutes by sending written notice to the owners at least 30 days prior to the effective date of any new procedures for collection of assessments and liens."

The Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are further amended by deleting the existing Section 8.6 of Article VIII and substituting in its place the following:

"8.6 Owner's Insurance. An owner must carry general liability insurance insuring the owner(s) against liability with respect to his condominium from personal injury, bodily injury and death to any occupants, family members, guests, invitees, renters, and the agents and employees of each, in the minimum amount of one million dollars (\$1,000,000.00) arising out of a single occurrence or a minimum amount designated by the Board of Directors by written notice to the owner. An owner must also carry personal property damage insurance in an amount that covers the reasonable value of the personal property in his condominium. An owner must provide the Board of Directors (or its designated manager) a copy of the Declarations page of the insurance policy that confirms that the owner has the required insurance coverage.

- a) If an owner fails to carry the insurance required hereunder and/or to provide a copy of the Declarations page, confirming such coverage, the Association may initiate legal action to enforce this provision.
- b) The Association may take whatever action it deems necessary to enforce this provision including but not limited to obtaining additional insurance coverage on account of the non-complying Owner for the Association's benefit and imposing an assessment against the non-

complying Owner's unit for the cost of such coverage as provided in Section 4.3 of this Declaration

- c) If the non-complying Owner fails to timely pay the assessment, the Association may initiate, and pursue to completion, the legal proceeding for foreclosure on a unit as provided in its Collection Procedures, Article VII hereunder."

The Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are further amended by deleting the existing Section 4.3.1.3 of Article IV and substituting in its place the following:

"4.3.1.3 Delegation of Powers; Professional Management. The Association acting by and through the Board can delegate its powers, duties, and responsibilities to committees or employees, including a professional management agent ("manager"). Any agreement for professional management of the development shall be terminable by either party without cause and without payment of a termination fee on thirty (30) days' written notice. The term of any such agreement shall not exceed one (1) year, although such agreement may be renewed from year to year by agreement of the parties."


The Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are further amended by deleting the existing Section 3.1 of Article III and substituting in its place the following:

"3.1 Residential Use. Units shall be used for residential purposes only. Nothing in this Declaration shall prevent an owner from leasing or renting his condominium provided that the owner carries liability insurance as provided in Section 8.6, Article VIII of this Declaration and complies with all of the terms of Section 8.6. If an owner fails to carry the liability insurance provided for in Section 8.6 or fails to comply with all of the terms of Section 8.6, said owner shall not lease or rent his condominium. Any lease or rental agreement shall be in writing and any tenant shall abide by and be subject to all provisions of this Declaration, the Articles, the By-Laws and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement. No owner shall rent, lease, or let his condominium for transient or hotel purposes.

Declarant has executed this instrument this 21st day of October, 2004

EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION

BY:

  
VERNE TJARKS, VICE- PRESIDENT

## RECORDING REQUESTED BY

EDGEWATER AT JUNE LAKE  
OWNER'S ASSOCIATION  
AND WHEN RECORDED MAIL TO

Doc # 2013005052  
Page 1 of 5  
Date: 9/16/2013 11:30A  
Filed by: GENERAL PUBLIC  
Filed & Recorded in Official Records  
of MONO COUNTY  
LYNDA ROBERTS  
CLERK-RECORDER  
Fee: \$20.00

NAME ROBERT C. ASLER  
ADDRESS 7259 PONDERA CIRCLE  
CITY/STATE/ZIP WEST HILLS, CA  
91307

---

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

---

TITLE(S)

DECLARATIONS OF AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS  
EDGEWATER AT JUNE LAKE OWNER'S ASSOCIATION

TITLE ORDER NO. \_\_\_\_\_ ESCROW NO. \_\_\_\_\_ APN \_\_\_\_\_



**DECLARATIONS OF AMENDMENT TO  
COVENANTS, CONDITIONS AND RESTRICTIONS  
EDGEWATER AT JUNE LAKE OWNERS' ASSOCIATION**

The Covenants, Conditions and Restrictions of Edgewater at June Lake Owners' Association are amended by adding Section 2.2.7.1 to ARTICLE II.

"2.2.7.1 Due to the extreme weather conditions germane to the location of the Development within Mono County, California the Association, or its Manager shall conduct weekly physical inspections of the interior of each and every Unit to assure that each Unit's inside ambient temperature is no less than fifty-five degrees Fahrenheit. To facilitate said inspection each and every Owner shall provide the Association, or its Manager with a key to the entry door lock of their Unit. Failure of any Owner to provide access to their Unit shall be considered a breach of this Declaration, and in addition to all other remedies for breach contained in this Declaration shall subject said Owner to being fully liable for any and all damages that may occur to the Development, the Common Area or to a fellow Owner's Unit as a result of the ambient temperature within said unit being less than fifty-five degrees Fahrenheit."

The, Covenants, Conditions and Restrictions, of Edgewater at June Lake Owners' Association are further amended by deleting the existing section 3.1 of Article III and substituting in its place the following.:

"3.1 Residential Use. Units shall be used for residential purposes only. Nothing in this Declaration shall prevent an Owner from leasing or renting his condominium provided that the Owner carries liability insurance as provided in Section 8.6, Article VIII of the Declaration and complies with all of the terms of Section 8.6. If an Owner fails to carry the liability insurance provided for in Section 8.6 or fails to comply with all of the terms of Section 8.6, said Owner shall not lease or rent his condominium. Any lease or rental agreement, for other than transient housing, shall be in writing. All tenants shall abide by and be subject to all provisions of this Declaration, the Articles, the By-Laws and the Association rules and any lease or rental agreement must specify that failure to abide by such provisions shall be a default under the lease or rental agreement."

Declarant has executed this instrument this 5 day of July, 2013.

EDGEWATER AT JUNE LAKE OWNER'S ASSOCIATION

BY:

  
ROBERT C. ADLER, PRESIDENT

Declarant has executed this instrument this 24<sup>th</sup> day of July, 2013.

EDGEWATER AT JUNE LAKE OWNER'S ASSOCIATION

BY: Tom Carlisle  
TOM CARLISLE, TREASURER

## ATTACHMENT 3 MONO COUNTY GENERAL PLAN

### LAND USE ELEMENT

#### **COUNTYWIDE ISSUES/OPPORTUNITIES/CONSTRAINTS**

16. The short-term rental market (i.e., rentals for fewer than 30 days) in residential neighborhoods has exploded worldwide, exhibiting a 15x growth rate from 2008 to 2016. The market is dynamic and seasonal, and rentals have become mainstream. No "silver bullet" exists; a variety of creative solutions and mechanisms is needed to address the complexity of the issue.
17. The short-term rental phenomenon in residential neighborhoods has some basis in the idea that excess assets can be rented to or shared with others, potentially for a fee that benefits the owner. Given the growth in the short-term rental market, the market has evolved from a small-scale supplemental sharing model to a full investment or business model.
19. Differentiating between residential neighborhood impacts of illegal rentals vs. legal rentals is difficult, and the court of public opinion often does not recognize a difference. The County has received very few complaints against regulated and properly permitted short-term rentals.
21. Industry data indicate short-term rentals will not stop if they are banned or prohibited. They will continue to be an issue that potentially impacts neighborhoods and requires a County response.
22. The increase in short-term rentals in single-family residential areas has the potential to further reduce the already limited housing stock available for workforce housing.
23. Short-term rentals in single-family residential areas meet a tourism market need and have the potential to utilize existing units for additional visitor accommodations, rather than units remaining vacant and not contributing to the local economy. According to census data, Mono County has the second-highest vacation home ownership percentage of counties in the state.

#### **ISSUES/OPPORTUNITIES/CONSTRAINTS FOR JUNE LAKE**

3. The Loop's growth is inhibited by the surrounding natural environment, the lack of privately owned land, and the desire to maintain its unique, mountain village character. These conditions necessitate controlled expansion, infill and recycling of the existing built environment
6. The relatively small resident population, an estimated 630 persons (2010 Census), does not constitute a viable economic foundation. Studies have indicated that a population of 1,500 to 2,000 persons is needed to create a self-supporting consumer economy. Presently, most residents conduct their shopping in Mammoth Lakes or, when major purchases are involved, in Bishop or Reno.
16. In recognition of the complexity, controversy, and sometimes personal nature of the impacts of short-term rentals in residential neighborhoods, effort is being made to avoid the trap of "yes" vs. "no" in policy and regulatory solutions, which often result in a polarized discussion that does not delve into nuances of how to best tailor policies and regulations to solve problems and take advantage of opportunities.
17. To provide opportunity for public input, develop and identify any consensus/common ground in the best interests of the community, engage residents in conversations about the character of their neighborhoods, and seek certainty and finality regarding short-term rentals, over 50

hours of community workshops were held supported by over 300 hours of staff time from December 2016 to December 2017. Workshops included education on the existing industry/market, County regulations and identification of community character; technical considerations and issues of individual neighborhoods; concerns and negative impacts; opportunities and benefits; and potential solutions; and the input was used as the basis for the development of policies and regulations.

18. Concerns expressed about short-term rentals include disruption of the sense of neighborhood, impacts to quality of life, inappropriate behavior and lack of respect for the neighborhood by renters, lack of enforcement, poor management, reduction in workforce housing units and property values, reduction in safety, inequitable competition for traditional hotels/motels, private road ownership and liability, road conditions, inadequate ingress and egress, small lot sizes, and environmental and wildlife issues.
19. Opportunities expressed about short-term rentals include meeting a tourism market need, economic development for June Lake, tax revenue for the County, assisting homeowners in keeping and upgrading their properties, the potential for reduced impact compared to long-term rentals, accountability and enforcement through regulation, protecting property rights, and educating, socializing with, and serving as ambassadors to visitors.
20. The majority of the June Lake Loop's rental and affordable units exists in the Village.
21. The construction of single-family residences on vacant lots comprises the majority of development activity. Obtaining financial backing for higher-density residential units such as apartments and condominiums has been problematic and has slowed their construction.
22. In the past, June Lake residents, most of who reside in single-family homes and have lived in the community for several years, would like new housing units to consist of single-family homes, bed-and-breakfast establishments, and motels/hotels; condominiums were not highly regarded. Seasonal residents felt no additional housing was needed. Both groups identified the need for affordable housing.
23. Housing or lodging facilities are oriented primarily to second-home owners and tourists, not to local housing needs.
24. The Village and the Down Canyon areas contain most of the community's housing stock. Single-family homes, the dominant housing type, make up the majority of housing in the Down Canyon area. The Village has a more diverse mixture of housing, as it contains single- and multifamily residences, condominiums, apartments, motels, mobile homes, and lodges.

## **COUNTYWIDE LAND USE POLICIES**

**Goal 1.** Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

**Objective 1.D.** Provide for the housing needs of all resident income groups, and of part-time residents and visitors.

**Policy 1.D.1.** Designate adequate sites for a variety of residential development in each community area.

**Action 1.D.1.a.** Designate areas for high-density residential development only in existing community areas. High density residential development should be located in areas with convenient access to employment, shopping, recreation, and transportation, including public transit.

**Policy 1.D.2.** Provide for affordable housing.

**Action 1.D.2.a.** Encourage the provision of a variety of rental housing in community areas.

**Action 1.D.2.b.** Implement policies in the county Housing Element pertaining to the provision of affordable housing.

**Policy 1.D.3.** Designate a sufficient amount of land for a variety of lodging facilities

**Action 1.D.3.a.** Designate suitable areas in communities as "Commercial Lodging."

**Policy 1.D.5.** Mono County shall enact measures to protect the current workforce/affordable housing stock located within the unincorporated areas of the County.

**Objective 1.M.** Regulations of short-term rentals in residential land use designations (e.g., SFR, ER, RR, or RMH, excluding MFR-M and MFR-H) are needed to protect residential neighborhood character and quality of life, as well as capture potential benefits to the extent possible.

**Policy 1.M.3.** In addition to reasonable opposition by the neighborhood, short-term rental applications may be denied in neighborhoods with certain safety and/or infrastructure characteristics that are not compatible with visitor use, or where conflicts with other regulations exist.

**Action 1.M.3.c.** Opposition by a Homeowner's Association (HOA) Board on a short-term rental application shall be considered and may constitute reasonable neighborhood opposition. The HOA Board should send a Board-approved comment letter on the project to the County prior to the public hearing or testify at the hearing.

**Policy 1.M.4.** To support the tourist economy, short-term rentals are allowed in a limited form, and additional opportunities may be explored.

**Action 1.M.4.a.** Support an even playing field, e.g., equitable regulations and taxation, between hotels/motels and short-term rentals to support existing commercial lodging facilities.

**Objective 11.B.** Enhance and support the existing tourism-related economy.

**Policy 11.B.3.** Support a sufficient bed base and visitor accommodations to support the tourism industry.

## **LAND USE POLICIES FOR JUNE LAKE**

**Goal 13.** That June Lake ultimately develop into a moderately sized, self-contained, year-round community.

**Objective 13.I.** Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

**Objective 13.B.** Promote well-planned and functional community development that retains June Lake's mountain-community character and tourist-oriented economy.

**Objective 13.I.** Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

**Objective 13.M.** To balance the character of single-family residential neighborhoods and the tourist economy, utilize a mix of best practices, creative solutions, and regulatory

mechanisms, as guided by public input and engagement, to address the complexity of short-term rentals.

**Goal 14.** Provide residents and visitors with quality housing, a wide array of housing alternatives designed to promote unique experiences, and year-round housing stock; and promote adequate affordable housing.

**Objective 14.A.** Ensure future development projects mitigate impacts to the local housing stock.

**Policy 14.A.3.** Promote year-round housing types and housing for low- and moderate- income households.

**Goal 20.** Expand and strengthen June Lake's tourist-oriented economy by stimulating the development of year-round recreational facilities and attracting and retaining a diversity of businesses, while protecting June Lake's scenic and natural resource values, and unique character.

**Objective 20.B.** Diversify and stabilize the local economy by attracting and retaining tourist- and community-oriented businesses, particularly those that provide new jobs for local residents

**Objective 20.D.** Increase visitation to June Lake.

## MONO COUNTY PLANNING COMMISSION

---

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

April 22, 2025

To: The Sheet  
From: Olya Egorov, Planning Analyst  
Re: Legal Notice for **April 26** edition  
Invoice: Heidi Willson, P.O. Box 347, Mammoth Lakes, CA 93546

---

### NOTICE OF PUBLIC HEARING

**NOTICE IS HEREBY GIVEN** that the Mono County Planning Commission will conduct a public hearing on **May 15, 2025**, in the Mono Lake Room (1st Floor) at the Mono County Civic Center, 1290 Tavern Road, Mammoth Lakes, and the meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/83067393645> or in-person at the CAO Conference Room in the Mono County offices, Annex 1, 74 North School Street, Bridgeport, where members of the public shall have the right to observe and offer public comment and to consider the following **no earlier than 9:00 AM:**

**Use Permit 25-003** proposes a vacation home rental with a maximum occupancy of six persons at The Edgewater Condos in June Lake (APN # 015-076-010-000), which would allow the condominium unit to be rented for 30 consecutive days or less. The Edgewater Condos is a 1.35-acre property located at 112 Knoll Avenue in June Lake with a Land Use Designation of Multi-Family Residential, High (MFR-H). If approved, the project qualifies for an exemption under the California Environmental Quality Act (CEQA) §15301, Existing Facilities. Project materials will be available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800.

**INTERESTED PERSONS** are strongly encouraged to attend the meeting in-person or online to comment. Comments may also be submitted in-person or by mail to the Secretary of the Planning Commission, 1290 Tavern Road, Suite 137, P.O. Box 347, Mammoth Lakes, CA 93546, or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) **by 5:00 PM on May 14, 2025**. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing.

**Olya Egorov**

---

**From:** joheiting@heitingandirwin.com  
**Sent:** Friday, May 9, 2025 1:38 PM  
**To:** CDD Comments  
**Subject:** Use Permit 25-003

You don't often get email from joheiting@heitingandirwin.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]**

This email is to comment on the vacation home rentals at Edgewater Condominiums in June Lake (APN # 015-076-010-000). The current date and time for hearing is May 15, 2025, at no earlier than 9 am.

I and my wife, Cindy Heiting, have been homeowners at Edgewater #13 for many years now. We bought with the express expectation and ability to rent the condo short-term throughout the year to help with the mortgage and give us the ability to afford the property. Our family is usually there for about a week at a time 4-5 times a year or more. However, the balance of the time, the condo is available for rent, and it is rented multiple times a year, always for under 30 days at a time, many times for only a few days at a time. There is no, and has been no, issue of renter abuse, wild parties, or other negative event reflective on the fact that it is a short-term rental. Families usually come up to ski, to fish, to hike, or just to enjoy June Lake and the surrounding



area. Without the availability of our condos, I do not believe there would be sufficient short-term rooms available to make it feasible to sustain the tourist traffic and use necessary to maintain the ski lift, the fishing and outdoor activity industry, and/or the town. And when there is insufficient rental property available, the people don't come; and the venues and businesses lose revenue and shut down. The great little village of June Lake, with its character and charm, is no longer. Our property goes down in value; we have to sell; and we no longer have our family gatherings and annual uses and festivities there.

The Edgewater condos were built in 1985. The CC&Rs allow for "transient rentals". The County General Plan supports transient rentals in the Edgewater condos. We bought with that understanding; and we are able to keep the property, in part, because of that ability. We bought with the ability to rent to others on a short-term basis. For you to strip us of that right that came with the property and that we relied on when we bought with the property is to take our property from us without compensation. You would be causing our property values to go down, and you would be causing an inability to hold onto the property for many of us. It may even cause some to be unable to hold the property long

enough to sell, resulting in a total loss of investment and property rights. It is unrealistic to think there is, or would be, an ability to maintain property values, or a sustainable market for full-time rentals there. As stated above, it is much more likely that people would be moving out due to the fact that the town and its tourist businesses would be dying.

And the owners who do have the ability and desire to hold onto their condo without short-term rentals will not be renting their condos to full-time or permanent renters. A change in ability to rent short-term will not increase full time renters. Why would they come? The owners own so they can enjoy the June Lake area. Short-term renters come for the same reason. Long-term renters not so, especially with little or no hope of earning a living through the tourist industry. Cindy and I did not buy in June Lake to have a rental property. We could have done that anywhere. We bought because we love June Lake and are awed by the surroundings and God's handiwork, and the only way it makes sense to have the property is having the ability to rent it out short-term several times a year.

Please do not take our property and/or our rights to use our property.

Thank you for your consideration. You may reach me at the return email address, or at 15992 Summit Crest Drive, Riverside, CA. 92506, by my work phone at 951-682-6400, or by my cell number at 951-203-9682.

Sincerely,

James O. Heiting  
Edgewater #13 condo owner

**Olya Egorov**

---

**From:** Scott Adler <mr.scottadler@gmail.com>  
**Sent:** Sunday, May 11, 2025 6:38 AM  
**To:** CDD Comments  
**Subject:** Support for Use Permit 25-003 for Transient Rental – Edgewater Condominium #10

You don't often get email from mr.scottadler@gmail.com. [Learn why this is important](#)

**[EXTERNAL EMAIL]**

Dear Mono County Planning Commission,

I'm writing to express my support for the Use Permit 25-003 for transient rental at Edgewater Condominium #10. This unit has served as a transient rental since its construction in 1985, in full accordance with the CC&Rs established under California law. The Mono County General Plan zoning supports transient rentals within the Edgewater complex, aligning with the property's long standing use and the county's planning objectives.

While addressing housing needs in Mono County is important, restricting STRs does not appear to be an effective solution for increasing long-term housing availability. Mono County's own data from the October 18, 2023, to April 29, 2024 moratorium on STRs reflects this reality. According to the [Mono County Short-Term Rental Housing Study \(February 12, 2024\)](#), most STR owners prefer to use their properties personally when not rented out and are unlikely to offer them as long-term rentals. As a fellow longtime Edgewater owner, that would be our family's behavior if our STR permit was not renewed. The study also highlighted that permitted short-term rentals in unincorporated Mono County represent just **2.4% of the total housing stock**.

The question must be asked: Would banning STRs like Edgewater #10 genuinely increase permanent housing availability? The evidence suggests otherwise. During the recent moratorium, there was no noticeable increase in long-term rentals in June Lake. Removing transient rental options would more likely harm the local economy, especially in communities like June Lake, where tourism is a crucial economic driver. Transient rentals provide much-needed lodging beyond the limited motel accommodations, supporting local businesses and maintaining the vibrancy of the community.

Edgewater was originally developed to meet the demand for such accommodations, and that demand persists today. Approving the Use Permit for transient rental at Edgewater #10 would honor its historical use, remain consistent with county zoning policies, and help sustain the economic health of June Lake.

Thank you for your thoughtful consideration.

Sincerely,

Scott Adler

Representing the Adler Family Trust

(Owners Edgewater Unit 9)  
1659 Oak View Avenue  
Kensington, CA 94707  
(415) 412-9850

# MONO COUNTY

## Planning Division

# NOTICE OF DECISION & USE PERMIT

**USE PERMIT:** UP 25-003      **APPLICANT:** Kuro LLC

**ACCESSOR PARCEL NUMBER:** 015-076-010-000

**PROEJCT TITLE:** Kuro LLC VHR

**PROJECT LOCATION:** 112 Knoll Avenue, Unit 10 in June Lake

On June 25, 2025, a duly advertised and noticed public hearing was held and the required findings under Section 32.010 of the Mono County General Plan Land Use Element [could be made **OR** could not be made] by the Mono County Planning Commission. The use permit application is therefore [approved **OR** disapproved]. In accordance with this decision, a Notice of Decision is hereby rendered for Use Permit 25-003, at the conclusion of the appeal period.

*Note: the language above will be updated following the approval or denial of Use Permit 25-003 at the public hearing on June 25, 2025.*

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHOLD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

Notice is hereby given pursuant to Code of Civil Procedure Section 1094.6 that the time within which to bring an action challenging the County's decision is 90 days from the date the decision becomes final. If no appeal is made to the Planning Commission, the Planning Commission decision shall become final on the expiration of the time to bring an appeal (10 days). Notice is also hereby given that failure to exhaust administrative remedies by filing an appeal to the Board of Supervisors may bar any action challenging the Planning Commission's decision.

**DATE OF DECISION:** June 25, 2025

EFFECTIVE DATE OF USE PERMIT: N/A

**MONO COUNTY PLANNING COMMISSION**

**DATED:** June 25, 2025

cc: X Applicant  
X Public Works  
X Building  
X Code Compliance

**ATTACHMENT 6**  
**CONDITIONS OF APPROVAL**  
**USE PERMIT 25-003 KURO LLC VHR**

1. Occupancy shall not exceed six guests and two vehicles during vacation home rentals.
2. A minimum of two parking spaces shall be available to guests during vacation home rentals. All parking spaces must meet the required parking stall requirements. Guests may not use the visitor parking spaces for overnight parking during transient rentals.
3. Parking shall occur only on the property in the designated parking areas. Off-site parking, including street parking, is prohibited during vacation home rentals. Guests and their vehicles shall not obstruct the flow of traffic on Brenner Street or Knoll Avenue.
4. Guests shall sleep only within the primary dwelling unit. Guests are prohibited to sleep in an RV, travel-trailer, or similar mobile-living unit on the property, neighboring properties, or public right-of-way.
5. The June Lake Fire District shall be notified prior to the start of operations. The vacation home shall comply with any requirements of the June Lake Fire District.
6. The project shall comply with Chapter 23 of the Mono County General Plan Land Use Element. All exterior lighting shall be fully shielded and directed downward to comply with dark sky regulations.
7. The project shall comply with the Mono County General Plan Land Use Element, including Chapter 26 and Multi-Family Residential, High (MFR-H) Land Use Designation. The applicant shall obtain or complete Vacation Home Rental Permit, Transient Occupancy Tax Certificate, and Business License. Additionally, the applicant shall pay Housing Mitigation Ordinance fees prior to the start of operations.
8. The project shall comply with any and all applicable requirements from other Mono County Departments or Divisions, including but not limited to, Code Compliance, Public Works, Building, and Environmental Health. The project shall follow any public health and safety orders issued by the State of California.
9. Appeal. The Use Permit shall become effective 15 days following the issuance of the Planning Commission's decision. During the 10-day period, an appeal may be filed in

accordance with Chapter 47. If an appeal is filed, the permit will not be issued until the appeal is considered and a decision is rendered by the Planning Commission. (Section 31.060).

10. Termination. A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:
  - a. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit;
  - b. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and
  - c. No extension is granted as provided in Section 32.070.
  
11. Extension: If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.
  
12. Revocation: The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The



decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

# Mono County Community Development

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 25, 2025

To: Mono County Planning Commission

From: Aaron M. Washco, Planning Analyst

Re: Conditional Use Permit 25-004/Valletta

### RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes; and
2. Determine that the required use permit findings cannot be made and disapprove Use Permit 25-004 (Valletta). (Projects which a public agency rejects or disapproves are statutorily exempt under CEQA §15270.)

OR

### Alternative Recommendation:

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes;
2. Find the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report and approve Use Permit 22-004 (Valletta) subject to Conditions of Approval;

### BACKGROUND

The project parcel is 0.23 acres and located at 34 Foster Avenue (APN 015-111-032-000) in June Lake (see Figure 1). It has a land use designation (LUD) of Mixed Use (MU) and contains a total of four two-bedroom multi-family units. The proposal is to use two of the multi-family residential units as transient rentals. The remaining two units will serve as long-term rentals.

The project proposal is nearly identical to a vacation home rental proposal that was denied by the Planning Commission by a 5-0 vote in 2022 (UP 22-004). Reasons cited by Planning Commissioners for the 2022 denial included insufficient snow storage areas, rear setback concerns relating to potential encroachment onto a neighboring parcel, and housing impacts. The snow storage and setback issues appear to have been resolved. The main reason for denial, however, was that the proposal is inconsistent “with the General Plan due to June Lake’s desire

for long-term rentals and affordable housing in the Village contained in the General Plan,” which rendered the proposal “detrimental to the public welfare as expressed by the Board of Supervisors in their moratorium.” While the moratorium has since expired, the need for local housing in Mono County remains.

The Planning Commission’s decision was then appealed to the Board of Supervisors (Appeal 22-001) with the applicant arguing he was not provided sufficient opportunity to rebut certain claims made in the Planning Commission hearing. In the appeal, the Board of Supervisors affirmed the Planning Commission’s decision with a 4-0 vote. At this time, the applicant desires reconsideration of the project by the Planning Commission and is entitled to submit an application for that purpose.

Transient rentals are defined as rentals of 30 or less consecutive days in non-residential and Multi-Family Residential – High (MFR-H) land use designations. The project parcel is designated Mixed Use (MU). Transient rentals in the MU LUD are historically subject to a Director Review permit; however, on April 16, 2024, the Mono County Board of Supervisors adopted Resolution R24-038 which states, in part, that “[s]hort-term rental projects are controversial, and therefore any such proposed project application that may be subject to a Director Review Permit shall be elevated to a Use Permit pursuant to Mono County General Plan (MCGP) Land Use Element (LUE) §31.010.” This transient rental application has therefore been elevated to a Use Permit.

If the Use Permit is approved by the Planning Commission, the project will also require a ministerial Vacation Home Rental permit, business license, and transient occupancy tax certificate—all of which are ministerial—prior to operation. While the Use Permit attaches to the property and would transfer to a new owner should the subject property be sold in the future, the Vacation Home Rental permit, business license and transient occupancy tax certificate are all specific to the owner and would not transfer with the property.

Due to the housing impact basis for the previous denial and given housing availability has not improved, the recommendation is to deny Use Permit 25-004.

## **PROJECT DESCRIPTION**

The proposed project would allow transient rental (30 or less consecutive days) of two, two-bedroom units in the fourplex located at 34 Foster Avenue (APN 015-111-032-000) in the Village area of June Lake. Each unit is approximately 768 square feet (sf) and all four units are presently unoccupied. Maximum occupancy for each transient rental unit will be six persons, and two parking spaces are to be provided for each unit.

The property is 0.23 acres, and the units were constructed in 1979/80 as two separate duplexes on two separate parcels. In March 1992, the Mono County Planning Commission approved

Conditional Use Permit #34-91-17 to convert all units to transient rentals, with an added condition to merge the parcels. At some point, transient use was discontinued and all units were converted to long-term rental. All four units continued to serve as long-term rental units until approximately 2022.

As noted in the 2022 staff report (see Attachment 1), as of June 16, 2022, two units were occupied by long-term renters and two had been recently vacated due to tenants choosing not to renew their leases. Since the denial of the 2022 use permit application, the tenants in the other two units have also vacated the premises, and all four units are presently vacant. According to the applicant, the units remain vacant due to the applicant's unwillingness to rent long term.

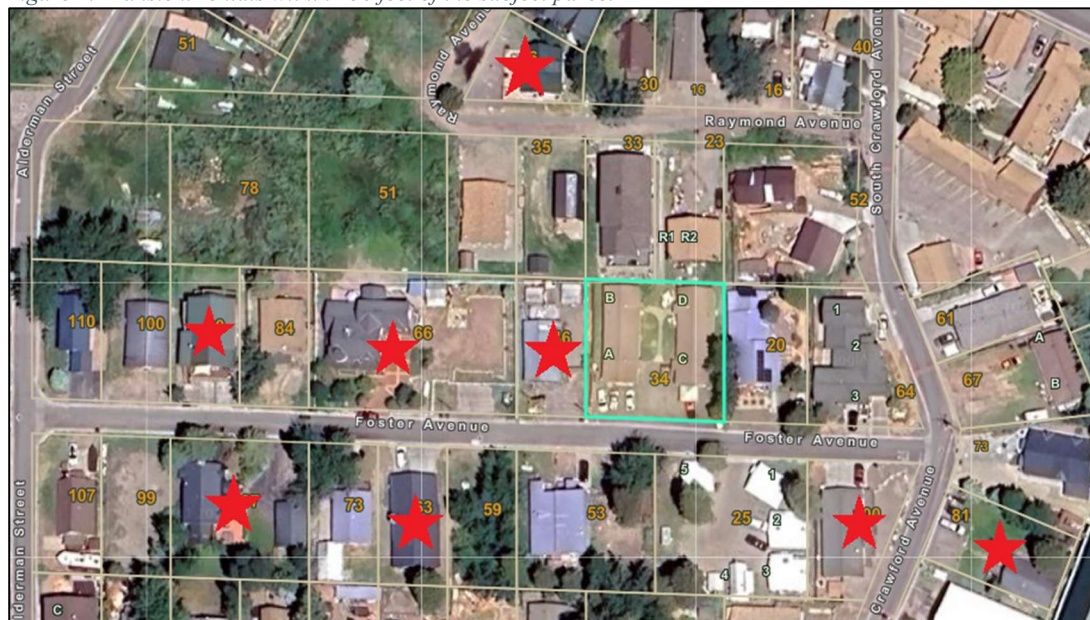
### PROJECT SETTING

The project is located on a Mixed Use (MU) parcel in the June Lake Village, which is the commercial hub of June Lake and has the most diverse mixture of housing in the community with single- and multi-family residences, condominiums, apartments, motels, mobile homes, and lodges.

Figure 1. Project location: 34 Foster Ave.

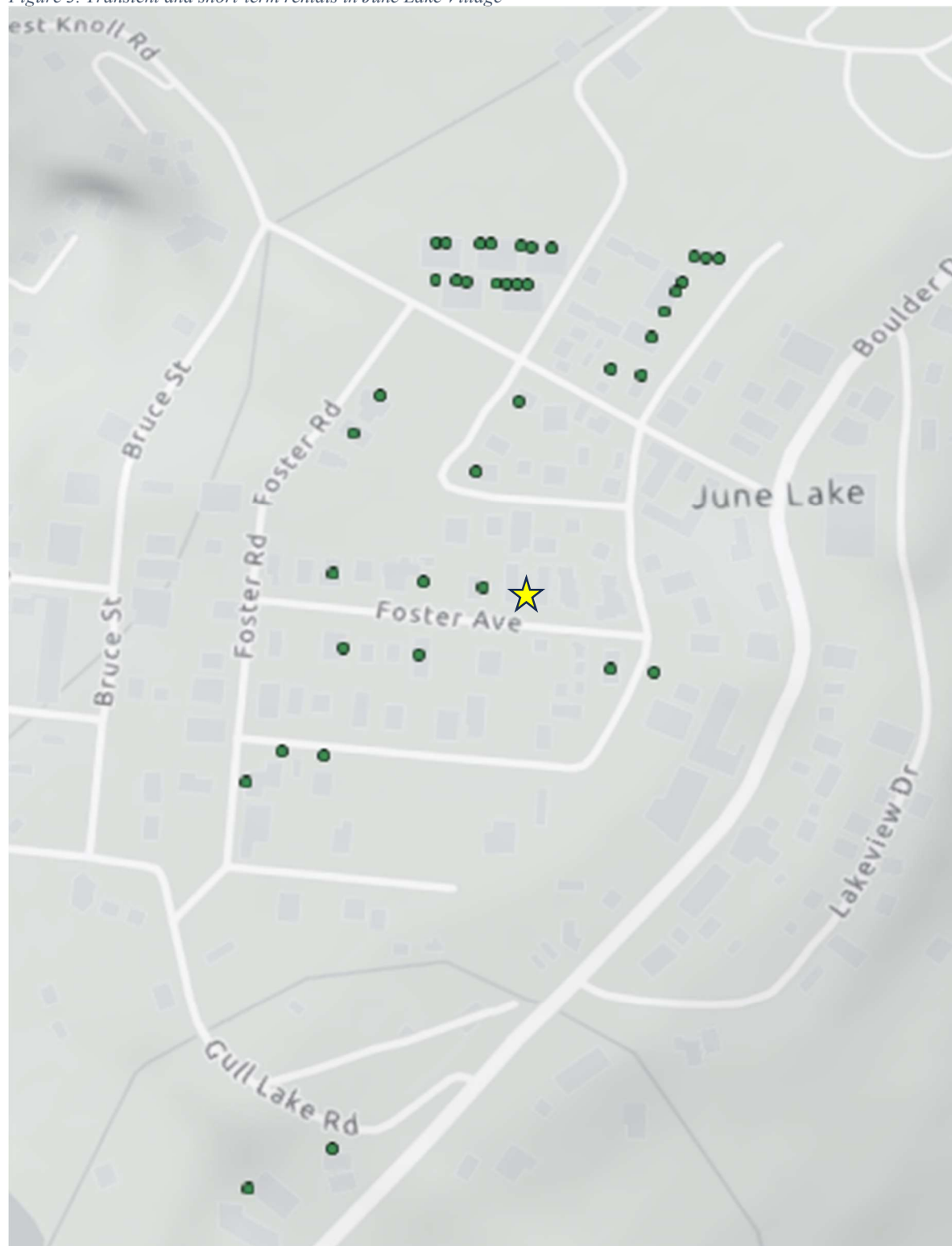


Figure 2. Transient rentals within 250 feet of the subject parcel



Presently, there are eight permitted transient rentals within 250 feet of the subject parcel (see Figure 2). In the June Lake Village as a whole, 37 units are presently permitted for transient or short-term rentals (see Figure 3).

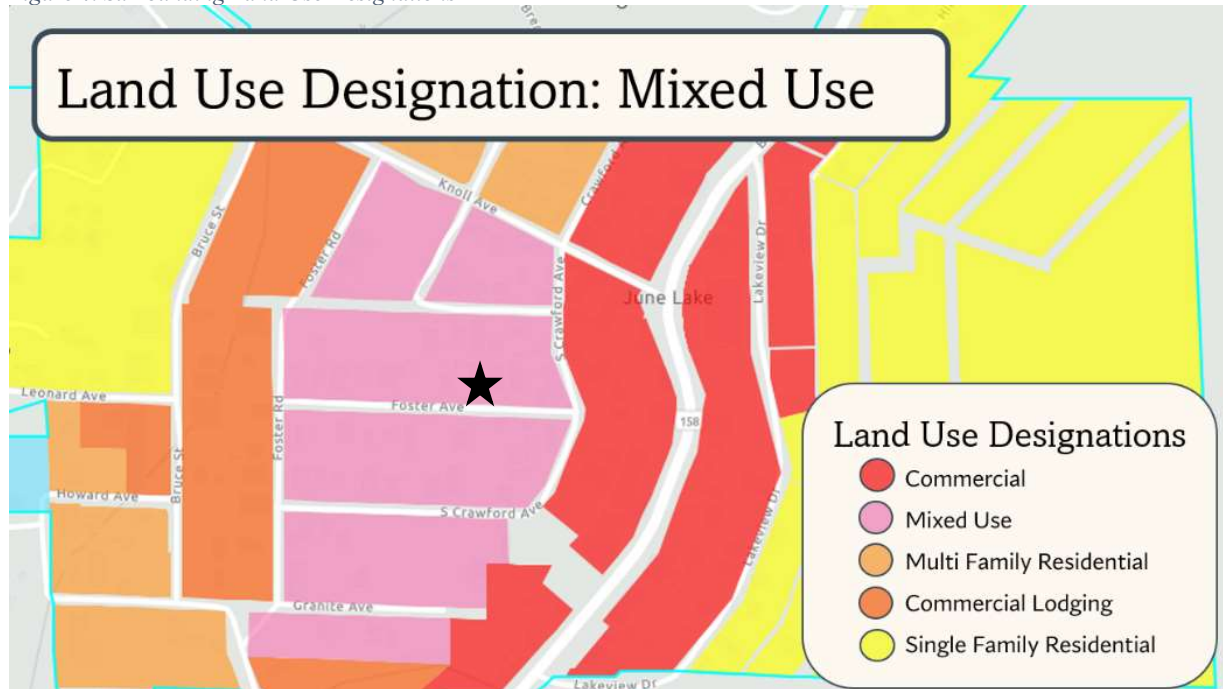
*Figure 3. Transient and short-term rentals in June Lake Village*





The parcel under consideration is bordered on all sides by parcels designated MU with single-family or multi-family residences. Outside of the MU district immediately surrounding the subject parcel are Multi-Family Residential, Commercial, and Commercial Lodging districts (see Figure 4).

Figure 4. Surrounding Land Use Designations



### GENERAL PLAN CONSISTENCY

As noted, the General Plan Land Use Designation for this property is Mixed Use (MU). According to the Mono County General Plan, “the ‘MU’ district is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development. MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district[s]. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.” Transient rentals are allowed under the MU LUD, traditionally subject to Director Review, but are presently being escalated to Use Permit at the direction of the Mono County Board of Supervisors.

### MONO COUNTY LAND USE ELEMENT, Countywide Land Use Policies

**Goal 1.** *Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.*

**Objective 1.C.** *Provide a balanced and functional mix of land uses.*

***Objective 1.D.*** Provide for the housing needs of all resident income groups, and of part-time residents and visitors.

Countywide land use policies in the General Plan's Land Use Element emphasize the importance of finding a balance between the competing interests of residents and visitors. Policies addressing short-term rentals focus on limiting short-term rentals in residential land use designations; however, the subject parcel is designated mixed use and located within June Lake's Central Business District.

## **JUNE LAKE AREA PLAN POLICIES**

In the June Lake Area Plan, there are a variety of policies which (1) favor transient rentals, (2) discourage transient rentals, and (3) favor a case-by-case approach in approving or denying transient rental proposals.

Area Plan policies that favor transient rentals in the Village:

***Objective 20.B.*** Diversify and stabilize the local economy by attracting and retaining tourist- and community-oriented businesses, particularly those that provide new jobs for local residents.

***Objective 20.D.*** Increase visitation to June Lake.

***Objective 13.I.*** Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

Area Plan policies that discourage transient rentals in the Village:

***Goal 14.*** Provide residents and visitors with quality housing, a wide array of housing alternatives designed to promote unique experiences, and year-round housing stock; and promote adequate affordable housing.

Area Plan policies that favor case-by-case analysis:

***Objective 13.M.*** To balance the character of single-family residential neighborhoods and the tourist economy, utilize a mix of best practices, creative solutions, and regulatory mechanisms, as guided by public input and engagement, to address the complexity of short-term rentals.

***Objective 13.B.*** Promote well-planned and functional community development that retains June Lake's mountain-community character and tourist-oriented economy.

***Objective 13.H.*** Balance the development of recreational facilities with the adequate provision of public amenities, employee and visitor housing, infrastructure, and circulation facilities.

The policies contained in the June Lake Area Plan acknowledge the complexity of transient and short-term rental permits in a community with limited housing and a strong reliance on tourism. Some policies favor transient rentals, some policies discourage them (especially in areas designated for residential use), but most favor case-by-case analysis. The most pertinent objective in the area plan, 13.M., simply urges decision-makers to use their best judgment. Others, such as Objectives 13.B. and 13.H., emphasize balance.

The fourplex at 34 Foster Avenue is situated in the Village, the densest and most commercial of June Lake's neighborhoods. Many policies within the June Lake Area Plan, including Objective 13.I. and its associated policies and actions, encourage and concentrate commercial development within the Village area.

Transient rentals do have benefits for the community. The Issues, Opportunities, and Constraints section of the area plan cites several of them: they meet a tourism market need, propel economic growth, provide tax revenue, and assist homeowners in keeping and upgrading their properties.

This same section of the area plan also makes clear the link between attracting tourists and maintaining a stable economy for local residents:

*Enhancing the Loop's economic foundation will depend on expanding and improving tourist-oriented recreational facilities and accommodations. Public and private campgrounds during the summer months operate at near-full capacity, while in the winter, overnight accommodations fall short of demand.*

Synthesizing these goals and policies favors the concentration of commerce, and especially commercial activity that attracts tourists, within the Village.

However, as implied by Goal 14 above, lodging for visitors and lodging for residents are not mutually exclusive categories—they overlap in the form of short-term and transient rentals. The majority of June Lake's rental and affordable units are located in the Village. So are 37.5% of *all* short-term rentals in unincorporated Mono County.

A key goal for local residents is that "June Lake ultimately develop into a moderately sized, self-contained, year-round community." This goal (Goal 13) is developed and reiterated throughout the area plan.

This section of the Area Plan on Issues, Opportunities, and Constraints identifies the key obstacle to self-sufficiency:

*The relatively small resident population, an estimated 630 persons (2010 Census), does not constitute a viable economic foundation. Studies have indicated that a population of 1,500 to 2,000 persons is needed to create a self-supporting consumer economy. Presently, most residents conduct their shopping in Mammoth Lakes or, when major purchases are involved, in Bishop or Reno.*



Any reduction of the available housing stock, and especially the availability of affordable housing, negatively impacts progress toward the goal of self-sufficiency and improved amenities identified in the June Lake area plan.

## **PARKING & ACCESS**

MCGP LUE §06.010 specifies that the standards for providing parking shall apply at the time of erection of any building or establishment of any use. As this use permit would establish a new use on the parcel, all applicable parking standards must be met. In this regard, MCGP LUE §26.030.B.4. requires transient rentals to comply with the parking requirements set forth in the MCGP.

*§26.030.B.4. The property must be certified by the Community Development Department as complying with parking requirements and any applicable land use regulations set forth in the Mono County General Plan.*

Table 06.010 of the MCGP LUE sets parking requirements based on use. A multi-family dwelling is required to provide a minimum of two parking spaces per unit, plus no fewer than two guest parking spaces. As a four-unit complex, the property is therefore required to provide a minimum of 10 parking spaces. Two units of the fourplex are intended to be long-term rentals and the two guest spaces will be allocated to these units for a total of six parking spaces (i.e., two per unit plus two guest spaces). For the two units intended to be transient rentals, a total of four spaces will be required.

According to MCGP LUE §06.030, uncovered parking spaces in June Lake must be a minimum of 10' x 20'. In addition, Section 06.020.B of the MCGP LUE requires that all parking spaces be paved, and Table 06.020 specifies that the driveway for all multifamily residential land uses with a paved access road shall be asphalt or a similar impervious or approved semi-pervious surface. Finally, MCGP LUE §06.020B requires all paved parking spaces to be striped.

The parking area at the project site is 100' x 28' (see Figure 5) and the site plan provided by the applicant shows nine, 11' x 20', uncovered, paved parking spaces (see Figure 6). Due to the size of the parking area, it is possible to fit the ten, 10' x 20' uncovered parking spaces required by the MCGP LUE. The parking area does not have parking space markings/stripping, and spaces are not designated for each unit. Thus, the property can meet all parking requirements contained in the MCGP LUE and Conditions of Approval have been added to ensure there will be a total of ten striped 10' x 20' spaces at the project site, including four that will be reserved for the two transient rental units, prior to issuance of a Vacation Home Rental permit.

Figure 5. Parking area.



### **LOT DIMENSIONS AND COVERAGE**

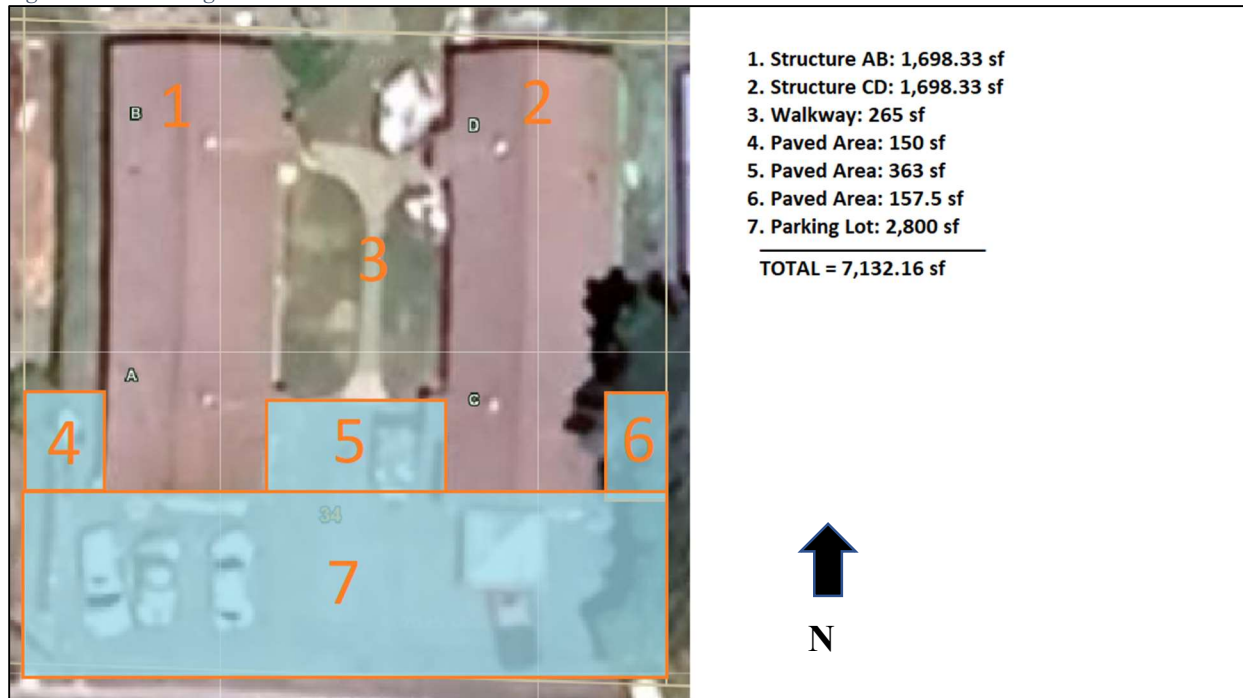
Minimum lot dimensions in the MU LUD are 60' in width and 100' in depth. The minimum lot area in the MU LUD is 10,000 sf. Measuring 100' by 100', the project parcel is 10,000 sf and meets all lot dimension requirements contained in the MCGP LUE.

Current development standards for the MU designation include maximum lot coverage of 60%. This property is 10,000 sf (100' x 100') and, therefore, lot coverage may not exceed 6,000 sf on the project parcel. As shown in Figure 6, the lot coverage is approximately 7,132 sf or 71%. As a result, the project parcel is considered existing nonconforming in relation to current lot coverage standards.

### **SETBACKS**

The MU designation also requires minimum setbacks of 10' in the front, 5' in the rear, and 10' on the sides. It appears that these requirements are met by the project parcel, though a survey was not required for this application and the rear and west side setbacks are tight. Between structure AB in Figure 6 below and the fence which appears to mark the west property line (see Figure 8), it measures 10'6" which appears sufficient in relation to side setback standards. In the rear, another fence which appears to run along part of the property line (see Figure 8) appears to measure 5'6" from structure AB. In addition, there are wooden stairs to the rear of each building that protrude 2'10" from both buildings. Under MCGP LUE §04.120(G)(2), "[o]pen, uncovered porches, landing places or outside stairways may project not more than [three] feet into any required yard." In this case, the outside stairways protrude 2'4" into the rear setback and the parcel therefore meets present setback standards.

Figure 6. Lot coverage



## SNOW STORAGE

A snow-storage area is required for all multi-family developments with three or more units. The area may be landscaped, paved or covered with natural vegetation. Snow-storage areas shall be equal to a required percentage of the area from which the snow is to be removed (i.e., parking and access/roads areas). Snow storage shall also be provided on site and the applicant intends to contract for snow-removal services during winter months.

For June Lake, the snow-storage area shall be 65% of the area from which the snow is removed. The parking area, entryway area, and walkways, the cumulative area of which is 3,428 sf, require snow removal. As a result, a snow-storage area of 2,228 sf is required on the project parcel.

An 80' x 10.5' (840 sf) snow-storage area exists along the west side of the property (Figure 8). Two lawns, each 13.5' x 34' (459 sf), provide additional snow-storage areas totaling 908 sf (Figure 10). Another area measuring 40' x 13' (520 sf) provides snow storage along the east side of the property (Figure 9). The total snow-storage area at the project site is therefore 2,268 sf (see Figure 7), which is just above the required 2,228 sf. Thus, the property conforms to present snow-storage standards. A Condition of Approval has been added to require the snow storage area be cleared prior to issuance of a Vacation Home Rental permit.



Figure 7. Snow storage areas.

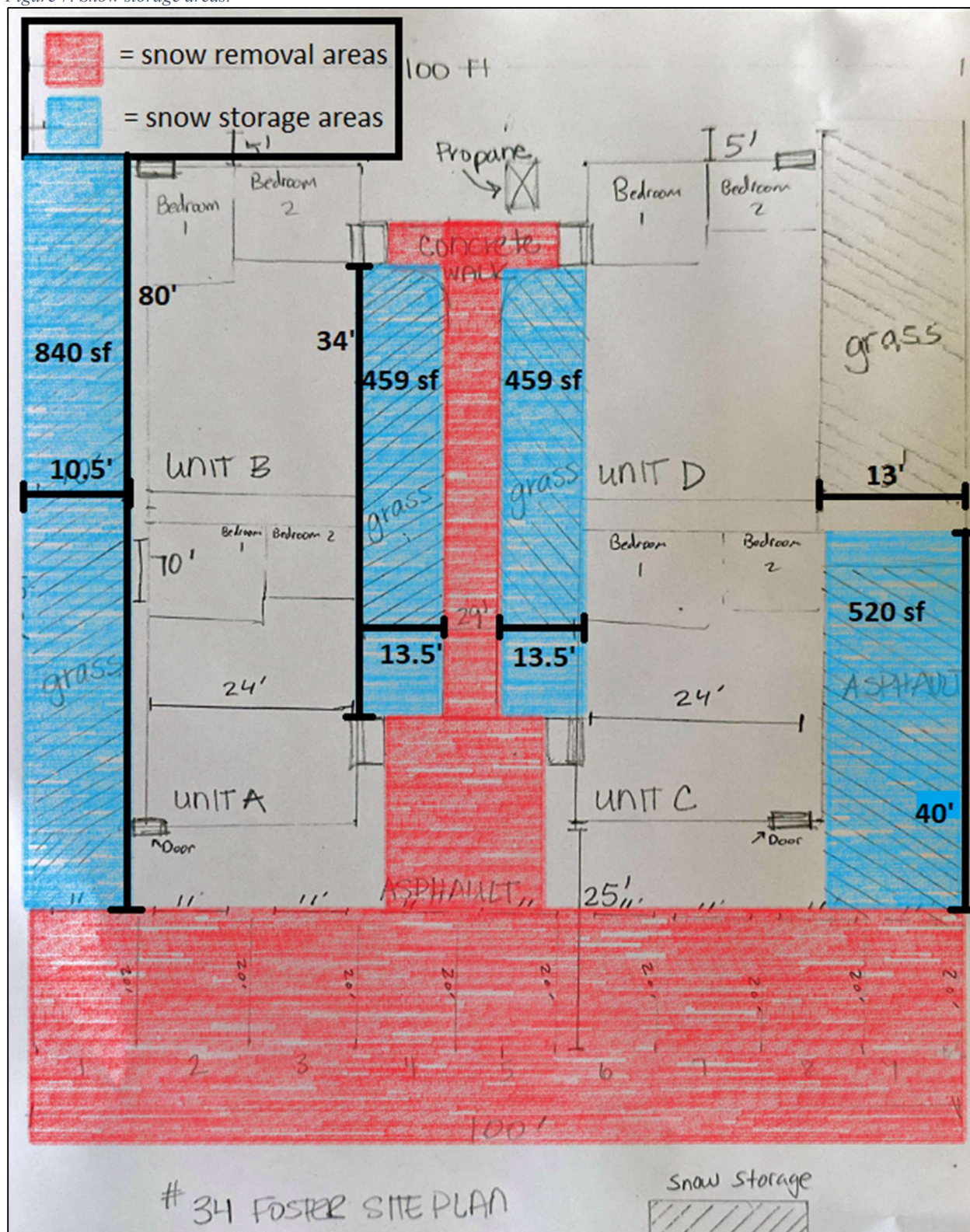




Figure 8. West snow-storage area (840 sf)





Figure 9. East snow storage area (520 sf)



Figure 10. Walkway area with snow storage (908 sf)



**DARK SKY COMPLIANCE**

The exterior lighting fixtures at the project site are not compliant with the Mono County Dark Sky Provisions contained in Chapter 23 of the MCGP LUE. Therefore, a condition of approval requires the applicant to replace the existing non-compliant fixtures with fixtures that meet the requirements of MCGP LUE Chapter 23 prior to issuance of a Vacation Home Rental permit.

While on site to gather pictures of the existing light fixtures at the project site, the power line from the power pole to the property was observed to be held back by a dog leash (Figure 11). The dog leash is tied off to a light fixture on Structure CD. After discussing the issue with the Mono County Building Official, it was determined this power line is too low to pass current building codes. As a result, a Condition of Approval has been added that requires the applicant to correct the issue and pass an inspection by Mono County Building Division staff prior to issuance of a Vacation Home Rental permit.

*Figure 11. Power line tied to light fixture*





## **REVIEW OF RECENT DECISIONS ON TRANSIENT RENTALS**

Following the moratorium, the following decisions were made on transient rentals:

- UP 25-002 (Monteverde) requested one or two transient rentals in a duplex in the June Lake Village on a parcel is designated as Commercial (C). The Mono County Planning Commission denied the request (2-2) in April of 2025. Reasons for the decision included the proposed use would be detrimental to the public welfare because the proposal would lead to a reduction in the number of residential units available for long-term rental to the local workforce, and the proposed use is inconsistent with the map and text of the MCGP LUE. The applicant appealed, and the Mono County Board of Supervisors tentatively reversed the decision of the Mono County Planning Commission (3-2) in June of 2025. The findings under Section 32.010 of the MCGP LUE will be made by the Mono County Board of Supervisors in July of 2025.
- UP 24-009 (Poe) requested a transient rental in a single-family residence on a parcel designated as Commercial Lodging-Moderate (CL-M) in the Down Canyon neighborhood of June Lake. The Mono County Planning Commission denied the project (5-0) in December of 2024 because the finding under Section 32.010.C. of the MCGP LUE could not be made. The applicant appealed, and the Mono County Board of Supervisors upheld the decision (3-2) of the Mono County Planning Commission in February of 2025.
- UP 24-004 (Morgan) requested a transient rental in a single-family residence on a parcel designated as C in the June Lake Village. The project was approved by the Mono County Planning Commission (2-1) in October of 2024. Reasons cited included the location in the June Lake Central Business District, the C LUD, and the value of the home in relation to the values of homes that are considered starter homes.
- UP 22-004 (Valette) requested transient rentals in two of four units in a fourplex located on a parcel designated as MU in the June Lake Village. The project was denied by the Mono County Planning Commission in June of 2022. The reasons for the decision included the proposal would lead to a reduction in the number of residential units available for long-term rental to the local workforce, and the proposed use is inconsistent with the map and text of the Mono County General Plan. The applicant appealed, and the Mono County Board of Supervisors upheld the decision of the Mono County Planning Commission in August of 2022.

## **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC met May 5, 2025, to review and accept the application for processing. Conditions of approval were reviewed and approved at the June 16, 2025, meeting.



## NOTICING

The project was noticed in the June 14, 2025, edition of The Sheet. Notices were also mailed to property owners within 300' of the site on June 9, 2025. No comments were received at the time this staff report was published.

A verbal update will be provided on any public comments received after the publication of this staff report. Reasonable opposition by neighbors who may be directly affected may be considered by the Planning Commission as grounds for denial, as stated below in Land Use Element, Action 1.M.3.c.

## CEQA COMPLIANCE

In accordance with §15270, projects which a public agency rejects or disapproves are statutorily exempt from CEQA.

If approved, the proposed project is consistent with a Class 1 Categorical Exemption under §15301 of the California Environmental Quality Act (CEQA). Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Examples include but are not limited to the following:

- interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances;
- Conversion of a single-family residence to office use.

The two transient rental units will be used in a manner not substantially different from occupancy by full-time residents, whether owners or long-term renters. In addition, transient rentals must comply with Chapter 26 of the MCGP LUE, which addresses aesthetics, noise, parking, utilities, and other concerns.

The shift from long-term to short-term use of the residence does not change or expand the residential activities occurring on the property, which includes sleeping and eating. Thus, the continued residential use on a short-term basis is not more intensive than the conversion of a single-family residence to office use.

Additionally, because the project does not propose any new structures or amenities that would alter current residential activities, it is unlikely that the project will result in significant environmental impacts to the Village neighborhood.

The project is subject to Chapter 5.65 of the MCC which specifies health and safety standards and other requirements such as quiet hours and owner or property manager response time (e.g., owner or property manager must be able to respond within a reasonable timeframe, preferably within an hour). The requirements set forth by Chapter 5.65 are intended to minimize potential impacts to the neighborhood as a result of short-term, residential use.

## USE PERMIT FINDINGS

The following provides findings and alternative findings that allow for either approval or denial of the project, in accordance with MCGP LUE, Chapter 32, Processing-Use Permits.

### Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*

The site is existing nonconforming in relation to present MCGP LUE land development standards because it exceeds the maximum lot coverage of 60%.

This finding cannot be made.

## OR

The project is located within the June Lake Village neighborhood on a property designated Mixed Use. This designation is intended to provide for a wide range of compatible residential and commercial uses and allows transient rentals subject to Use Permit.

While the parcel is existing nonconforming for lot coverage, it appears to meet all other MCGP LUE standards including snow storage. Further, the site is adequate to accommodate transient rental for up to 12 persons total and four vehicles total.

Conditions of approval ensure that, with the exception of the existing non-conforming lot coverage, the site would meet all residential design requirements before a Vacation Home Rental permit is issued.

This finding can be made.

2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*

The parcel is accessed by Foster Avenue. The road is maintained by the County and plowed in the winter. All parking must occur on-site. Off-site parking is prohibited. The kind of traffic generated by the proposed use is similar to that of the existing residential uses. The parking area also meets Chapter 22, Fire Safe Standards.

This finding can be made.

3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area on which the property is located because:*

Approval would convert two historically long-term rentals into visitor accommodations. Due to the lack of housing availability for local residents and

employees, the use of residential housing stock for transient rental is detrimental to the public welfare and results in, for example, persons residing in non-compliant facilities such as recreational vehicles and trailers.

The size of the units is appropriate for workforce rentals or starter homes and until housing availability increases, allowing the rental of residential property to visitors rather than use as a traditional residence by the owner or rental to persons in need of housing to live in the area is detrimental to the public welfare.

Visitor accommodations should be provided intentionally through facilities built for that purpose, such as hotels and motels.

This finding cannot be made.

**OR**

- a. The proposed use is not expected to cause significant environmental impacts.
- b. The property is designated for mixed use, and the proposed use is consistent with its designation.
- c. The applicant shall comply with requirements established in MCGP LUE Chapter 26, Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODs. The standards and requirements minimize fire hazards, noise, traffic, parking conflicts, and disturbance to the peace and quiet.
- d. The use permit process provides decision makers and the public the opportunity to balance competing priorities.

This finding can be made.

4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*

The project is inconsistent with the following June Lake Issues/Opportunities/Constraints:

- *The majority of the June Lake Loop's rental and affordable units exists in the Village.*
- *The relatively small resident population, an estimated 630 persons (2010 Census), does not constitute a viable economic foundation. Studies have indicated that a population of 1,500 to 2,000 persons is needed to create a self-supporting consumer economy. Presently, most residents conduct their shopping in Mammoth Lakes or, when major purchases are involved, in Bishop or Reno.*

- *Housing or lodging facilities are oriented primarily to second-home owners and tourists, not to local housing needs.*

Allowing two units to be converted to transient rental will remove units from the long-term rental market available to the local workforce.

This finding cannot be made.

**OR**

- a. The Commercial designation allows the use of a property as a transient rental, consistent with Chapter 26 of the MCGP and area plan policies, subject to a Director Review (later elevated to a Use Permit via R24-038). The designation also permits lodging, subject to a Use Permit.
- b. The project is consistent with the following June Lake Area Policies:
  - ***Objective 13.I.*** *Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.*
  - ***Objective 20.B.*** *Diversify and stabilize the local economy by attracting and retaining tourist- and community-oriented businesses, particularly those that provide new jobs for local residents.*
  - ***Objective 20.D.*** *Increase visitation to June Lake.*
- c. The project is consistent with the following June Lake Area Issues/Opportunities/Constraints:
  - *Enhancing the Loop's economic foundation will depend on expanding and improving tourist-oriented recreational facilities and accommodations. Public and private campgrounds during the summer months operate at near-full capacity, while in the winter, overnight accommodations fall short of demand.*
  - *Opportunities expressed about short-term rentals include meeting a tourism market need, economic development for June Lake, tax revenue for the County, assisting homeowners in keeping and upgrading their properties, the potential for reduced impact compared to long-term rentals, accountability and enforcement through regulation, protecting property rights, and educating, socializing with, and serving as ambassadors to visitors.*

This finding can be made.

This staff report has been reviewed by the Community Development Director.

**ATTACHMENTS**

Attachment 1: Notice of Decision

Attachment 2: Conditions of Approval for alternative recommendation (if project is approved)

Attachment 3: UP22-004 Staff Report

Attachment 4: Noticing

Attachment 1

**MONO COUNTY****Planning Division****NOTICE OF DECISION - USE PERMIT****USE PERMIT:** CUP 25-004**APPLICANT:** Devin and Lauren Valletta**ASSESSOR PARCEL NUMBER:** 015-111-032-000**PROJECT TITLE:** Valletta Transient Rental**PROJECT LOCATION:** 34 Foster Avenue, June Lake

On June 25, 2025, a duly advertised and noticed public hearing was held and the required findings under Section 32.010 of the Mono County General Plan Land Use Element could not be made by the Mono County Planning Commission. The Use Permit Application is therefore disapproved by a vote of \_\_\_ with one recusal. In accordance with this decision, a Notice of Decision is hereby rendered for Use Permit 25-004, at the conclusion of the appeal period.

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

Notice is hereby given pursuant to Code of Civil Procedure Section 1094.6 that the time within which to bring an action challenging the County's decision is 90 days from the date the decision becomes final. If no appeal is made to the Board of Supervisors, the Planning Commission decision shall become final on the expiration of the time to bring an appeal (10 days). Notice is also hereby given that failure to exhaust administrative remedies by filing an appeal to the Board of Supervisors may bar any action challenging the Planning Commission's decision.

**DATE OF DECISION/USE PERMIT APPROVAL:** June 25, 2025**EFFECTIVE DATE USE PERMIT:** N/A**MONO COUNTY PLANNING COMMISSION****DATED:** June 25, 2025

cc: X Applicant  
X Public Works  
X Building  
X Compliance

## Attachment 2

**CONDITIONS OF APPROVAL (For the Alternative Recommendation)**  
**Conditional Use Permit 25-004/Valletta**

1. Prior to conducting business, the property owner(s) shall receive a Vacation Home Rental permit and comply with Mono County General Plan Chapter 26 "Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODS," a Mono County Transient Occupancy Tax Certificate, and a Mono County business license. Payment of any applicable Housing Mitigation Ordinance fees is also required prior to conducting any transient rental business at the project site.
2. Transient rental is limited to two units only. The applicant shall identify the units on the Vacation Home Rental permit applications. Occupancy shall not exceed six renters per rental unit.
3. Two units are required to be rented on a long-term basis. Any reporting and accountability required by Mono County to demonstrate renting in good faith must be complied with by the applicant.
4. A minimum of ten parking spaces, which shall be delineated with striping in accordance with the approved parking layouts shown in figure 06.010 of the MCGP LUE, are required.
5. Two parking spaces per unit shall be designated for transient rental use with signage identifying the spaces. Transient renters may not park in any other locations.
6. A maximum of two vehicles per unit, or four vehicles total, are allowed to park on the property for transient rental. At no time shall the number of vehicles present exceed the two parking spaces per unit designated for transient rental guests.
7. Vehicle parking shall occur only on the property. Off-site and on-street parking are prohibited. Vehicle(s) shall not obstruct the flow of traffic on Foster Avenue.
8. All transient rental customers must sleep within the dwelling; customers are prohibited from sleeping in an RV, travel-trailer, or similar mobile-living unit on the property or any neighboring property.
9. All exterior lighting shall be shielded and directed downward to comply with Chapter 23, Dark Sky Regulations prior to issuance of a Vacation Home Rental permit.
10. A sufficient number of wildlife-resistant trash receptacles shall be available at the project site. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. Property management shall be responsible for the cleanup if the tenants or transient rental guests do not properly dispose of trash in wildlife-resistant containers.

11. In order to qualify as a transient rental, the building cannot be substandard as defined by the California Health and Safety code.
12. The low-hanging power line in Figure 10 of this report must be brought into compliance with the California Building Code and pass an inspection performed by Mono County Building Division staff prior to issuance of a Vacation Home Rental permit.
13. The project is required to comply with any requirements of the June Lake Fire Protection District.
14. Transient rental units shall meet the standards and requirements of Mono County General Plan Chapter 26.
15. The project shall comply with provisions of the Mono County General Plan including Chapter 26, Mono County Code, project description, and all conditions.
16. Future development shall meet all requirements of Mono County including, but not limited to, the General Plan, Mono County Code, and project conditions and site plan.
17. The project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Mono County Building Division, Public Works, and Environmental Health requirements, and any California state health orders.
18. Appeal. Appeals of any decision of the Planning Commission may be made to the Board of Supervisors by filing a written notice of appeal, on a form provided by the division, with the Community Development director within ten calendar days following the Commission action. The Director will determine if the notice is timely and if so, will transmit it to the clerk of the Board of Supervisors to be set for public hearing as specified in Section 47.030.
19. Termination: A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:
  - A. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit;
  - B. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and
  - C. No extension is granted as provided in Section 32.070 Extensions.
20. Extensions. If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension



shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.

21. Revocation. The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

# Mono County Community Development

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

## Planning Division

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

June 16, 2022

To: Mono County Planning Commission

From: Michael Draper, Planning Analyst

Re: Conditional Use Permit 22-004/Valletta

### RECOMMENDATION

It is recommended the Planning Commission take the following actions:

1. Hold the public hearing, receive public testimony, deliberate the project, and make any desired changes;
2. Find the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and instruct staff to file a Notice of Exemption;
3. Make the required findings as contained in the project staff report and approve Use Permit 22-004/Valletta subject to Conditions of Approval;

OR

1B. Find that the project does not meet the required findings as contained in the project staff report and deny Use Permit 22-004.

### BACKGROUND

Under Mono County General Plan Land Use Element Chapter 26, transient rental use may be permitted for any parcel having a non-residential land use designation, subject to a Director Review Permit, or Multi-Family Residential- High (MFR-H) designation, subject to a use permit, and provided the project is non-controversial.

At the March 1, 2022, Board of Supervisors meeting, Community Development staff conducted a workshop for a potential moratorium on short-term rentals. The Board indicated support for a moratorium and directed staff to return with varying options. The Board did not provide direction on acceptance and processing of new applications, and therefore typical procedures were followed.

The project's application was accepted for processing at the March 7, 2022, Land Development Technical Advisory Committee (LDTAC) meeting. After acceptance, it was determined that the project would be elevated to a Conditional Use Permit per General Plan Land Use Element §31.010 because a potential moratorium on the use indicated controversy, and the applicant was informed of the decision. The applicant directed staff to wait to process the permit until the Board made a final decision on the moratorium.

On May 3, the Board approved an emergency moratorium on all overnight rentals conducted in a single-family residence regardless of the land use designation. However, the Board directed staff

to process projects that were already deemed complete and accepted, and to elevate the applications to a use permit. This project is located within a fourplex on a property designated Mixed Use (MU) and was accepted for processing prior to the moratorium.

## PROJECT DESCRIPTION

The proposed project would allow transient rental (fewer than 30 consecutive days) of two, two-bedroom units in a fourplex at 34 Foster Avenue (APN 015-111-032-000) in the Village area of June Lake. Maximum occupancy for each unit is six persons, and two parking spaces will be provided for each unit. Each unit is approximately 768 square-feet (sf). The remaining two units will continue to be used for long-term rentals. Two units are proposed for transient rental and are currently unoccupied because the previous long-term tenants chose not to renew their lease.

*Figure 1. Project location: 34 Foster Ave.*

The property is 0.21-acres, and the units were constructed in 1979/80 as two separate duplexes on two separate parcels. In March 1992, the Mono County Planning Commission approved Conditional Use Permit #34-91-17 to convert all units to transient rentals, with an added condition to merge the parcels. Since then, transient use discontinued, and all units were converted to long-term rental. The current owner is requesting to allow two of the four units for transient rental (rental less than 30-days).

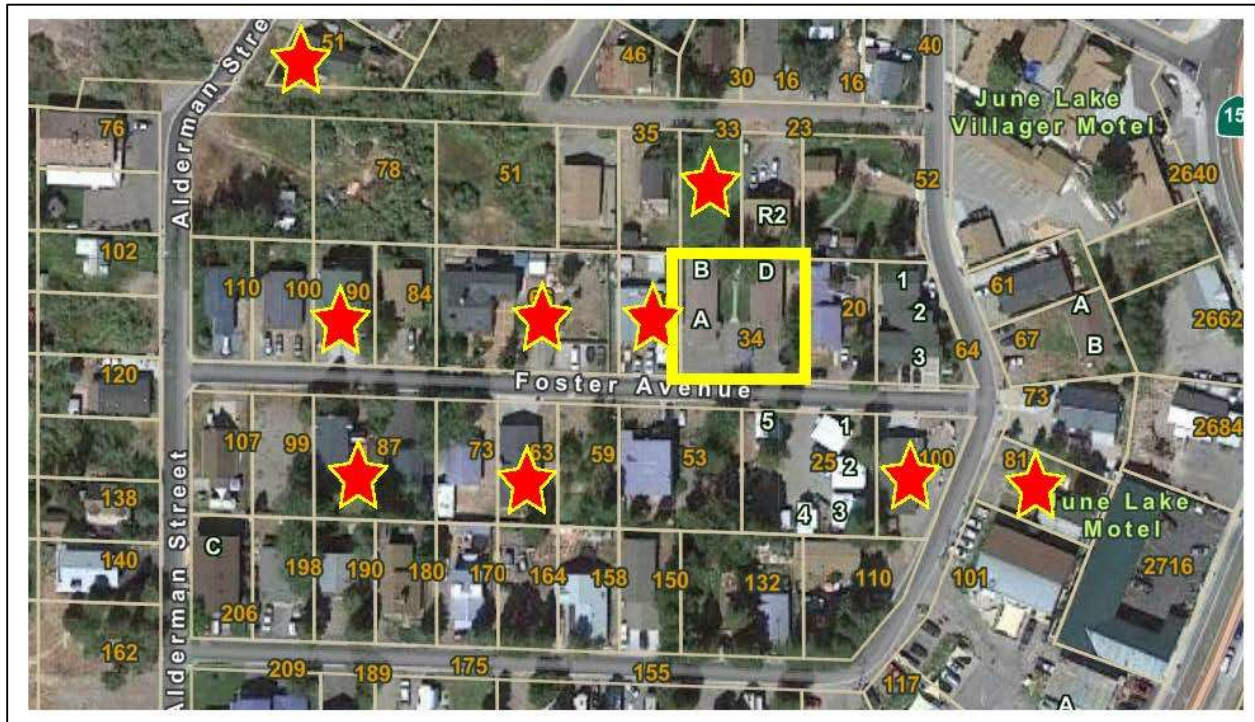
## PROJECT SETTING

The project is located on an MU parcel at 34 Foster Avenue in June Lake (APN 015-111-032). Foster Avenue is a paved road maintained by the County and is within the Class III categorization for snow removal priority.



All properties surrounding the project are designated MU and developed with residential units. Along Foster Avenue six properties have approvals to conduct transient rental, in addition to three properties within the vicinity (see the image below: 46 Foster Avenue (DR21-011), 33 Raymond (DR21-012), 81 South Crawford (DR21-013), 66 Foster Avenue (DR17-014), 46 Raymond (DR17-021), 63 Foster Avenue (DR16-002), 100 South Crawford (DR16-003), 87 Forster Avenue (DR16-087), and 90 Foster Avenue (DR15-013).

Figure 2. Transient rentals within the vicinity



## GENERAL PLAN CONSISTENCY

## I. Land Use Designation Standards

The General Plan Land Use Designation for this property is Mixed Use (MU). Per the Mono County General Plan, “the ‘MU’ district is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development.

MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.

Permitted uses subject to a Director Review permit include transient rental (fewer than 30 consecutive days) in compliance with Chapter 26 and a business license. As previously noted, at the May 3, 2022, Board of Supervisors meeting, direction was given to elevate all current transient and short-term rental applications to a Use Permit.

## II. Land Use Development Standards

Current development standards for the MU designation include maximum lot coverage of 60%, and minimum setbacks of 10' in the front and 5' on the rear and 10' for side-yards. Minimum lot dimensions are a width of 60' and depth of 100'.



This property is 10,018 sf (0.23 acres) therefore lot coverage may not exceed 6,010 sf; current lot coverage is 7,144' sf or 71%; therefore, the property is existing nonconforming to current lot coverage standards.

The two multi-family structures meet required setback distances, however a shed along the east property boundary does not meet setbacks and is existing nonconforming to the side-yard setback distance required.

Figure 3. Lot coverage

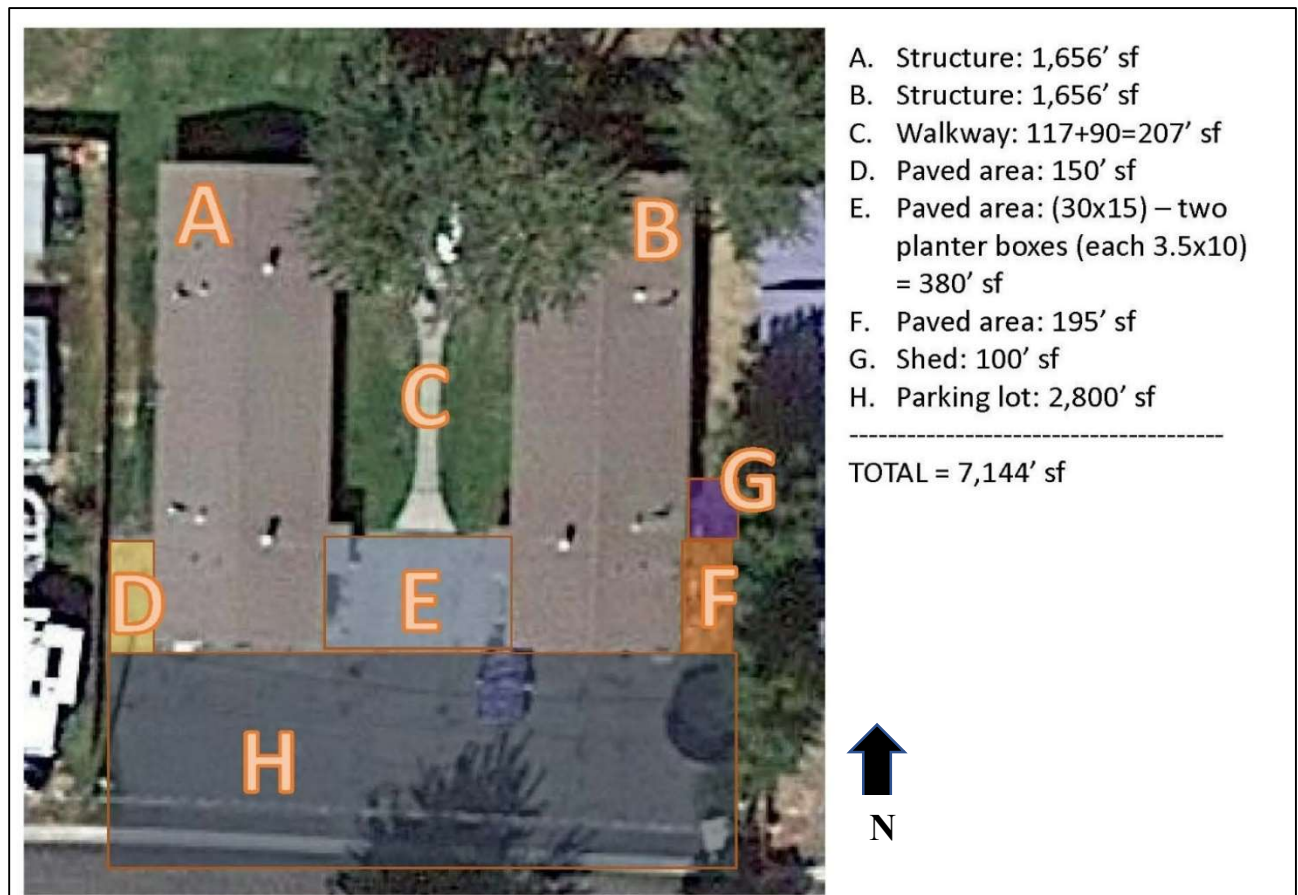


Figure 4. Nonconforming shed.



### Parking

A multi-family dwelling is required to provide a minimum of two parking spaces per unit, plus no fewer than two guest parking spaces. Uncovered parking spaces in June Lake must be a minimum of 10' x 20'. As a four-unit complex, the property is required to provide a minimum of 10 parking spaces. Two units of the four-plex shall remain long-term rental, therefore six spaces shall remain available to the long-term units.

For a transient rental use, units are required to provide the minimum parking requirement set forth in the General Plan, and the number of vehicles shall not exceed the number of parking spaces.

The site plan provided by the applicant shows nine, 11' x 20', uncovered, paved parking spaces. The parking area is 100' x 28' and can accommodate 10, 10' x 20' uncovered parking spaces to meet the requirement of the General Plan. The parking area does not have parking space markings/stripping, and spaces are not designated for each unit. Six spaces must be available to long-term rents, therefor the transient rental is limited to four parking spaces.

Figure 5. Parking area.



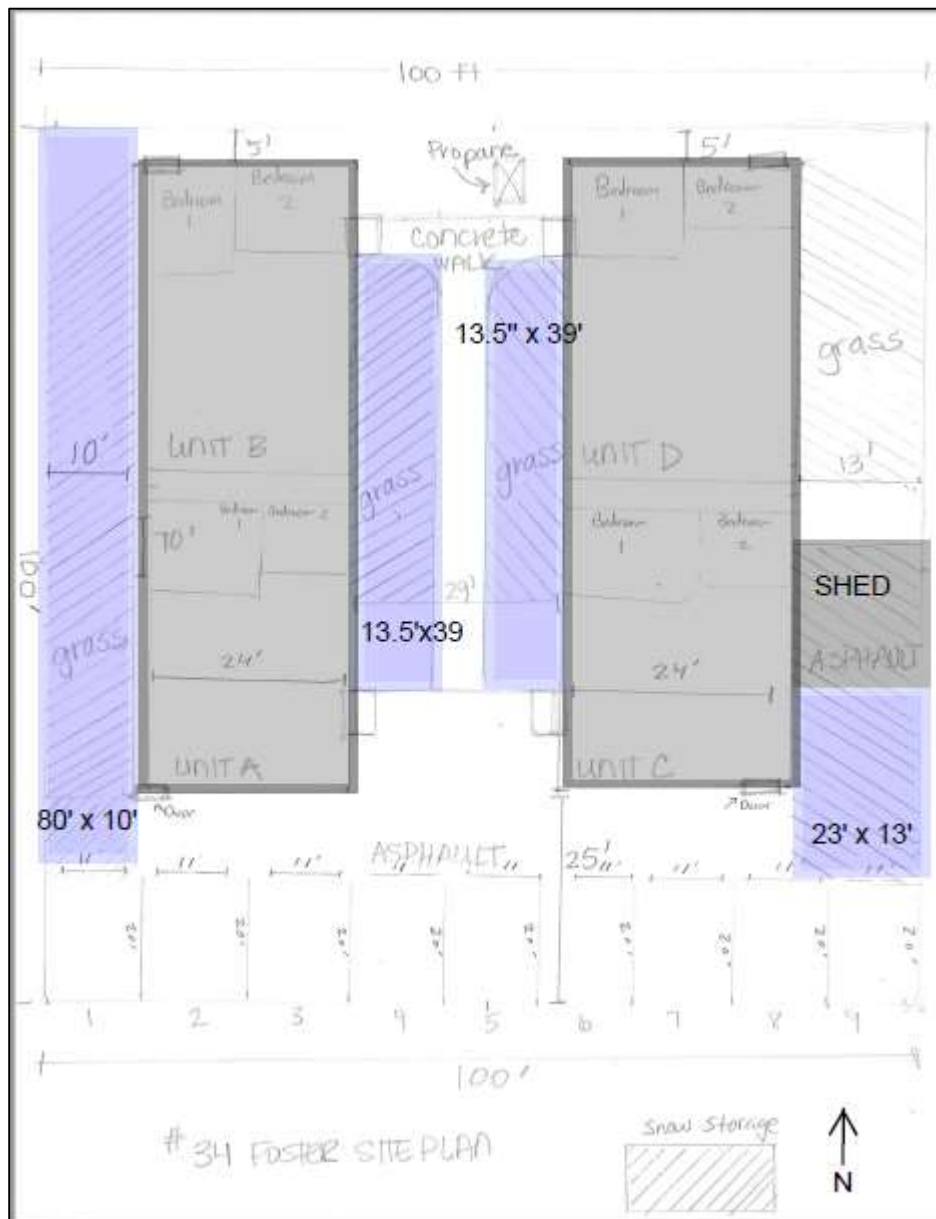
### Snow Storage

A snow-storage area is required for all multifamily developments (three or more units). The area may be landscaped, paved or covered with natural vegetation. Snow-storage areas shall be equal to a required percentage of the area from which the snow is to be removed (i.e., parking and access/roads areas). Snow storage shall also be provided on site. For June Lake, the snow-storage area shall be 65% of area from which the snow is removed.

The parking area, paved entry way area, and paved walkways require snow removal. The cumulative area is equal to 3,387' sf, therefore a snow-storage area of 2,201' sf is required.

An 80' x 10' snow-storage area exists along the west side of the property (800' sf). Two lawns, 13.5' x 39' each, provide additional snow-storage areas (1,053' sf). Another area measuring 23' x 13' provides snow-storage on the east side of the property (299' sf), however an existing shed blocks additional snow-storage area identified by the applicant. The total snow-storage areas equal 2,152' sf, which is 49' sf less than the requirement. The property is existing nonconforming to snow-storage standards; however, more snow-storage would be accessible if the shed within the setback is moved. The applicant will contract for snow-removal services during winter months.

Figure 6. Snow storage areas.





*Figure 7. West snow-storage area*



Figure 8. Walkway area



Figure 9. East snow-storage area





Figure 10. East inaccessible snow-storage area.



#### **LAND DEVELOPMENT TECHNICAL ADVISORY COMMITTEE (LDTAC)**

The LDTAC reviewed and approved the application for processing on March 7, 2022. The draft conditions of approval for this project were reviewed and approved by LDTAC June 6, 2022.

#### **PUBLIC HEARING NOTICE**

A notice was published in the June 4, 2022, edition of The Sheet. Notices were also mailed to all property owners within 300' of the project site.

#### **COMMENTS RECEIVED**

One comment letter was received on the project (Attachment 1) at the time this staff report was drafted. The letter did not oppose or support the project, but rather indicated the residential units encroach onto an adjacent property at the rear yard. Therefore, the rear-yard setback may also be

existing nonconforming, but a survey of the subject property would need to be completed. A condition requiring the survey, submittal of an adjusted site plan if necessary, and resolution with the neighbor on any encroachment prior to application for a Vacation Home Rental permit under Mono County General Plan Land Use Element Chapter 26 has been added to address this issue.

A verbal update will be provided on any public comments received after the drafting of this staff report. Reasonable opposition by neighbors who may be directly affected may be considered by the Planning Commission as grounds for denial, as stated below in Land Use Element, Action 1M.3.c.

### **CEQA COMPLIANCE**

The project is consistent with a Class 1 California Environmental Quality Act (CEQA) exemption. Class 1 (15301) consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

Examples include but are not limited to:

- Conversion of a single-family residence to office use.

Residential units that are rented on a transient basis will still be used in a manner that is not substantially different from how they would be used if they were occupied by full-time residents or long-term renters. In addition, transient rentals are subject to compliance with regulations governing the management of these units stipulated in Mono County General Plan Chapter 26, which addresses aesthetics, noise, parking, utilities, and other similar issues. As a result, rental of a residential unit is not an expansion of use, and is no more intensive or impactful than, for example, conversion of a single-family residence to office use.

### **USE PERMIT FINDINGS**

The following provides findings and alternative findings that allow for either approval or denial of the project, in accordance with Mono County General Plan, Chapter 32, Processing-Use Permits.

Section 32.010, Required Findings:

1. *All applicable provisions of the Mono County General Plan are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features because:*
  - a) The project is located within the June Lake Village area on a property designated Mixed Use. This designation is intended to provide for a wide range of compatible resident and visitor-oriented residential and commercial uses.

The site is adequate to accommodate transient rental for up to 12 persons total and four vehicles total. The property contains four units, two units will remain long-term rentals and two units will be used for transient rental. Transient rentals are operated in a manner similar to long-term residential occupancy.

The property has a shed nonconforming to the side-yard setback, and the property is nonconforming to lot coverage and snow-storage standards. The following criteria

shall be considered by staff during the review of any application to expand/alter a nonconforming use (General Plan Land Use Element §34.020):

*A. Alterations of the nonconforming use shall not be detrimental to the intent of the land use designations, objectives and policies, specified in this General Plan.*

The alteration taking place is a change of use for two of the four existing residential units on the property. No new development is proposed, and the nonconforming components are not detrimental to the residential use of the property. The shed encroaching into the side-yard setback has not generated complaints. The amount of available snow-storage is 49' sf less than what is required and has not caused impacts to surrounding neighbors, and additional snow storage area can be provided if the shed is moved. Per General Plan Chapter 26 and the Vacation Home Rental Permit standards, snow removal is required for all parking and walkways. The applicant has stated that they will contract for snow-removal during winter months. The property exceeds the maximum lot coverage of 60% by 11%. The property was developed in 1980 as two separate parcel and merged in 1992. No new development has taken place, other than the placement of the nonconforming 10' x 10' shed, however without the shed the property remains over lot coverage by 532' sf.

The nonconforming elements will not be detrimental to the use of the property as a transient rental.

*B. The granting of permission to alter the nonconforming use shall not be substantially detrimental to the public health, safety or welfare or injurious to the property or improvements in the vicinity or adversely impact the surrounding properties more than the existing nonconforming use.*

The existing nonconforming features of the property will not be exacerbated by the change in use of two units from long-term rental to transient rental at this property. The change in use and nonconforming features will not have detrimental effects to public health, safety, or welfare, or be injurious to property or improvements in the vicinity. There is no record of complaints filed against the property and the property has not changed significantly since its initial development. The applicant/owner will contract for snow removal, mediating impacts of snow-storage. Transient rentals adjacent to, and within the vicinity of this project have not had detrimental impacts to surrounding properties.

*C. The alteration shall not increase the intensity of the use-category of the land, building or structure.*

No alteration to the nonconforming features will take place. The project will grant a change in use for two of the four units. Transient rental use impacts and intensity have been found to be similar to long-term rental use. The

residential use will remain, and the intensity of use is not expected to increase.

*D. If the proposed alteration could generate public controversy, the Director shall refer the application to the Planning Commission for its consideration.*

The project is being considered by the Planning Commission and may be conditioned as seen fit by the Commission. The project has not generated public controversy and is subject to General Plan Chapter 26 standards for mitigating public impacts.

**OR**

- b) The site is existing nonconforming to General Plan land development standards. The existing shed does not meet side-yard setback standards, the property exceeds the maximum lot coverage, and the property lacks the required amount of snow-storage. Occupation by unfamiliar visitors makes management of these nonconforming features more difficult and could impact public health, safety, and welfare, or be injurious to adjacent properties, because visitors would not understand how to efficiently maximize use of space. The change of use to transient rentals for two units may impact available housing units for the local workforce, contrary to General Plan Housing Element policies.
2. *The site for the proposed use related to streets and highways is adequate in width and type to carry the quantity and kind of traffic generated by the proposed use because:*
- a) The parcel is accessed by Foster Avenue. The road is maintained by the County and plowed in the winter. All parking must occur on-site. Off-site parking is prohibited, even when the road may have snow. The kind of traffic generated by the proposed use is similar to that of the existing residential uses. The parking area also meets Chapter 22, Fire Safe Standards. The finding can be made for the project.
3. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area on which the property is located because:*
- a) The project will not be detrimental to the public or property or improvement in the area because the use of the units will be similar to the existing use and the use will be the same as adjacent transient rental properties. The duration of stay by renters is not anticipated to be detrimental to properties in the area. This finding can be made.

**OR**

- b) The Board of Supervisors has enacted a moratorium on all new overnight rentals (rentals less than 30 days) of single-family residences (SFRs) in Mono County. The Board has identified overnight rentals of SFRs as reducing the housing stock for long-term rentals, negatively affecting the ability of local residents and workforce to find housing. This project seeks to eliminate long-term rental of two housing units. Public welfare may be impacted if employers are unable to hire employees due to the lack of available and affordable housing. This finding cannot be made.

4. *The proposed use is consistent with the map and text of the Mono County General Plan because:*

- a) The Mixed-Use land use designation allows the use of a property as a transient rental, consistent with Chapter 26 and area plan policies, subject to a Director Review Permit. The designation also permits commercial lodging subject to a Director Review Permit.

The project is consistent with the following June Lake Area Policies:

- ☐ Objective 13.B. Promote well-planned and functional community development that retains June Lake's mountain-community character and tourist-oriented economy.
- ☐ Objective 13.I. Maintain the June Lake Village as the Loop's commercial core by providing a wide range of commercial and residential uses in a pedestrian-oriented atmosphere.

The project is consistent with the following June Lake Area Issues/Opportunities/Constraints:

- 19. Opportunities expressed about short-term rentals include meeting a tourism market need, economic development for June Lake, tax revenue for the County, assisting homeowners in keeping and upgrading their properties, the potential for reduced impact compared to long-term rentals, accountability and enforcement through regulation, protecting property rights, and educating, socializing with, and serving as ambassadors to visitors.
- 57. The June Lake Loop's economy is based upon its tourist industry orientation, and the area must be able to accommodate a significant spike in population during the busiest days. Summer activities such as fishing, camping, hiking and sightseeing presently draws the majority of the Loop's visitors.

This finding can be made.

**OR**

The project is consistent with the following General Plan, Issues/Opportunities/Concerns and should therefore be denied:

- #20, “the majority of the June Lake Loop's rental and affordable units exists in the Village”. Allowing two units to be covered to transient rental will remove units from the long-term rental market available to the local workforce.

This finding cannot be made.

This staff report has been reviewed by the Community Development Director.

**ATTACHMENTS**

Attachment 1: Public comment letters

Attachment 2: Noticing

# MONO COUNTY

## Planning Division

### NOTICE OF DECISION - USE PERMIT

**USE PERMIT:** CUP 22-004

**APPLICANT:** Devin Valletta

**ASSESSOR PARCEL NUMBER:** 015-111-032

**PROJECT TITLE:** Valletta Transient Rental

**PROJECT LOCATION:** 34 Foster Avenue, June Lake

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

**DATE OF DECISION:** June 16, 2022

### MONO COUNTY PLANNING COMMISSION

**DATED:** June 16, 2022

cc: X Applicant  
X Public Works  
X Building  
X Compliance



## CONDITIONS OF APPROVAL

### Conditional Use Permit 22-004/Valletta

1. Transient rental is limited to two units only. The applicant shall identify the units on the Vacation Home Rental permit applications. Occupancy shall not exceed six renters per rental unit and two vehicles per unit. Existing tenants can remain in their units until their leasehold interest terminate.
2. A minimum of ten required parking spaces shall be delineated with striping.
3. Two parking spaces per unit shall be designated for transient rental use with signage identifying the spaces.
4. Vehicle parking shall occur only on the property. Off-site and on-street parking are prohibited. Vehicle(s) shall not obstruct the flow of traffic on Foster Avenue.
5. The existing shed along the east side of the property shall be removed or relocated outside of required setbacks. Provide documentation of condition compliance with submittal of any Vacation Home Rental permit application.
6. The rear property line shall be surveyed, a revised site plan resubmitted to the Mono County Planning Division if changes result, and a resolution agreed upon with the rear yard neighbor at 23 Raymond Avenue (APN 015-111-015-000) and 33 Raymond Avenue (APN 015-111-014-000) prior to application for Vacation Home Rental permits. Provide documentation of condition compliance with application.
- 6.7. Snow removal shall be provided, which may include contracting for the service, and shall include trucking of snow by a commercial service with approved off-site snow storage when necessary to prevent impacts to any property, including without limitation, to avoid snow storage on adjacent properties, impacts to access or flooding onto the street or adjacent properties.
- 7.8. All rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property.
- 8.9. A sufficient number of wildlife-resistant trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in ~~bear-proof~~ wildlife-resistant containers.
- 9.10. Transient rental units shall meet the standards and requirements of Mono County General Plan Chapter 26.
- 10.11. Prior to operating, the owner shall obtain a Mono County Vacation Home Rental Permit, Mono County Business License and Mono County Transient Occupancy Tax Certificate. The required Housing Mitigation Ordinance (HMO) fees shall be paid prior to business license issuance.

~~11.12.~~ The project shall comply with provisions of the Mono County General Plan, Mono County Code, project description, and all conditions.

~~12.13.~~ The project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Mono County Building Division, Public Works, and Environmental Health requirements, and any California state health orders.

~~13.14.~~ If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.

~~14.15.~~ Termination: A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur:

- A. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit;
- B. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and
- C. No extension is granted as provided in Section 32.070 Extensions.

~~15.16.~~ Extensions. If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.

~~16.17.~~ Revocation. The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The

decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

# MONO COUNTY PLANNING COMMISSION

---

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
commdev@mono.ca.gov

---

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

Date: June 10, 2025

To: The Sheet

From: Heidi Willson

Re: Legal Notice for the **June 14** issue.

Invoice: Deanna Tuetken, PO Box 347, Mammoth Lakes, CA 93546

---

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on June 25, 2025, in the Board Chambers, Second Floor, County Courthouse, 278 Main Street, Bridgeport, CA 93517. The meeting will be accessible remotely by livecast at <https://monocounty.zoom.us/j/83314694140>, or via teleconference at the June Lake Room, which is attached to the Mono County Community Development Office located at Suite 137 on the First Floor of the Mono County Civic Center, 1290 Tavern Road, Mammoth Lakes, CA 93546 where members of the public shall have the right to observe and offer public comment and to consider the following: **No earlier than 1:50 p.m. Use Permit 25-004/Valletta Vacation Home Rental.** The proposal is to permit two of four multi-family residential units located at 34 Foster Avenue in June Lake (APN 015-111-032-000) for vacation home rentals. The property is 0.23 acres and designated Mixed Use (MU). If permitted, each of the two vacation home rental units will have a maximum overnight occupancy of six guests and no more than two vehicles. The project qualifies for an exemption under CEQA §15301, Existing Facilities. Project materials will be available on or before June 20, 2025 for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend online or in person to comment, or to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by 5 p.m. on Tuesday, June 24, 2025, to ensure timely receipt, or by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered at or prior to the public hearing.

Help shape the

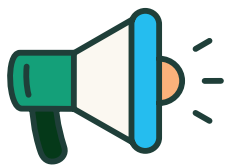
# FUTURE OF HOUSING

in the Eastern Sierra



## Take the Eastern Sierra Housing Needs Survey Today!

The Collective Housing Committee (CHC) – including Inyo County, Mono County, the City of Bishop, the Town of Mammoth Lakes, and ESCOG – is launching a Regional Housing Needs Study for the Eastern Sierra region.



### We Need Your Voice!

Surveys are now open to collect insights from residents, workers, and employers. Your input will help us understand housing challenges and guide future investment.



**Resident & Workforce Survey:**  
[resident-workforcesurvey.easternsierrahousingneeds.com](https://resident-workforcesurvey.easternsierrahousingneeds.com)



**Business & Employer Survey:**  
[employersurvey.easternsierrahousingneeds.com](https://employersurvey.easternsierrahousingneeds.com)



More details & workshop info: [escog.ca.gov/housing-needs](https://escog.ca.gov/housing-needs)  
 Questions? Contact Elaine Kabala: [ekabala@escog.ca.gov](mailto:ekabala@escog.ca.gov)





Ayuda a dar forma al

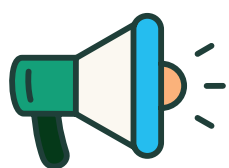
# FUTURO DE LA VIVIENDA

en la Sierra Este



## ¡Responde hoy a la encuesta de necesidades de vivienda de la Sierra Este!

El Comité de Vivienda Colectiva (CHC), que incluye los condados de Inyo y Mono, la Ciudad de Bishop, el Pueblo de Mammoth Lakes y ESCOG, está lanzando un Estudio Regional de Necesidades de Vivienda para la región de la Sierra Este.



### ¡Necesitamos tu voz!

Las encuestas ya están abiertas para recibir opiniones de residentes, trabajadores y empleadores. Tu participación nos ayudará a entender los desafíos de vivienda y a guiar futuras inversiones.



**Encuesta para residentes y trabajadores:**  
[encuesta-residentesytrabajadores.easternsierrahousingneeds.com](https://encuesta-residentesytrabajadores.easternsierrahousingneeds.com)



**Encuesta para negocios y empleadores:**  
[encuestaparaempleadores.easternsierrahousingneeds.com](https://encuestaparaempleadores.easternsierrahousingneeds.com)



Más detalles e info de talleres: [escog.ca.gov/housing-needs](https://escog.ca.gov/housing-needs)  
 ¿Preguntas? Contacta a Elaine Kabala: [ekabala@escog.ca.gov](mailto:ekabala@escog.ca.gov)



## Mono County Planning Division\*: Current Projects

June 18, 2025

\*Does not comprehensively include transportation, LAFCO, building, code compliance, etc. projects

Completed Planning Work		
Appeal	June Lake	UP 25-002 Monteverde granted one STR with the condition that the other unit is rented long term.
PC Field Trip	June Lake	To review STR neighborhoods
Fee update approved		
staffing update		
Active Planning Permit Applications		
Permit Type	Community	Description
UP	June Lake	VHR - Edgewater
UP	June Lake	2 STRs in 4-unit complex
GPA/SP	Mono Basin	STRs & campground, awaiting applicant approval of CEQA costs - expiring
DR	Sonora Junction	Permit existing nonconforming campground, change LUD from RM to SP
GPA/SP	Mono Basin	Convert D&S Waste UP into a SP to limit permitted uses to those approved in the UP
UP	SBP	wood pellet manufacturing
UP	Benton	OH lines - expiring
UP	June Lake	New RV Park (Bear Paw)
UP	Sunny Slopes	New Long Valley Fire Dept station
UP	June Lake	new STR - expiring
UP	June Lake	4 new units - expiring
UP	Sonora Junction	Recreational facilities
LM	June Lake	Highlands II
LM	Walker	merger of ER parcels
LM	Virginia Lakes	merger of two parcels
Active Policy/Planning Projects		
Name	Community	Description
Overall Work Program Draft	Countywide	Approved and submitted
Short-Term Rental Housing Study	Countywide	Final write up underway
Multi-Jurisdictional Hazard Mitigation Plan Update	Countywide	Input from agencies/districts being finalized, plan is being drafted
Safe Park Facility	Mammoth Vicinity	"Low Barrier Navigation Facility" at old Sheriff Substation, CDD compiled comments from all County departments, correction letter sent 4/18/25
Review last mile provider proposal	Countywide	Attended project meeting, CEQA and permitting concerns have not been addressed
Drought Management Plan	Countywide	Consultant on contract, kick-off meeting complete
Workshop on Hemp regulations	Countywide	In progress
Annual Clean-up GPA	Countywide	In progress
RVs as residences	Countywide	Analyzing results for workshop with Planning Commission and Board to determine policy direction
Tri-Valley Groundwater Model	Tri-Valley	project underway by consultant
Revising Environmental Handbook	Countywide	Provide updated guidance to applicants on the County's implementation of CEQA
Rush Creek Dam Decommissioning	June Lake	Continuing to follow and comment as needed
Transportation projects of note	Countywide	Collaborating with Caltrans on Lee Vining and Bridgeport street rehabilitation projects, and traffic calming for Walker Main Street.

Active Policy/Planning Projects		
Environmental Justice Element	Countywide	Required by state law, drafting for public review, notified tribes of opportunity for input
HMO Update	Countywide	Preparing budget request for FY 25-26
US 395 Wildlife Crossings	Long Valley	Caltrans staff left, CDFW staff taking lead
Sage grouse conservation	countywide	Bi-State Action Plan being finalized, lek counts finished
Biomass Facility	Countywide	Assist with land use planning issues as necessary; Whitebark has been expanding project area to June and Mono Basin
Review State Minimum Fire Safe Standards and update General Plan regulations	Countywide	Will be a separate GPA, received determination that new regulations do not apply to existing roads
Revision to Chapter 11	Countywide; Antelope Valley	on hold pending staffing resources
Cannabis Odor Standards	Countywide	Low priority

**Acronyms:**

AG	Agriculture
APR	Annual Progress Report
BOS	Board of Supervisors
CDBG	California Development Block Grant
CEQA	California Environmental Quality Act
DR	Director Review
ESCOG	Eastern Sierra Council of Governments
GHG	Greenhouse Gas
GPA	General Plan Amendment
HCD	Housing and Community Development (State Department of)
LLA	Lot Line Adjustment
LTC	Local Transportation Commission
LUD	Land Use Designation
MFR-M	Multi-Family Residential - Medium
MLTPA	Mammoth Lakes Trails and Public Access
MMSA	Mammoth Mountain Ski Area
MU	Mixed Use
PC	Planning Commission
RR	Rural Residential
SP	Specific Plan
STR	Short-Term Rental
TOML	Town of Mammoth Lakes
UP	Use Permit
VHR	Vacation Home Rental
VMT	Vehicle Miles Traveled