

ATTACHMENTS

Presley Medical Association CC&R Amendments

24PLN-45

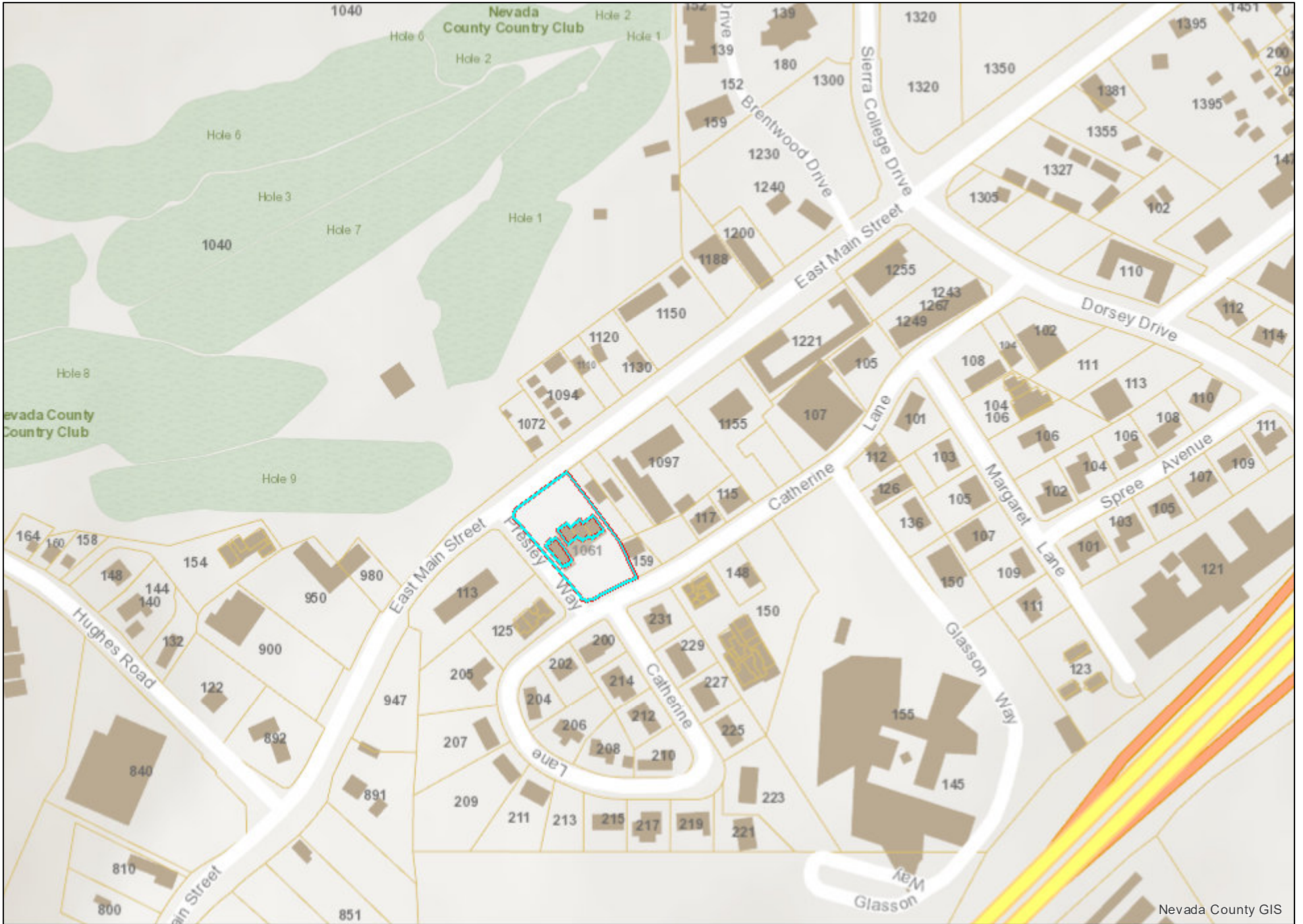
1. Aerial Map
2. Vicinity Map
3. Universal Application
4. Amended CC&Rs
5. 1984 Tentative Map Conditions of Approval
6. 1984 City Attorney Letter
7. 2024 City Attorney Acceptance

Aerial Map - 1061 E Main St



Nevada County GIS

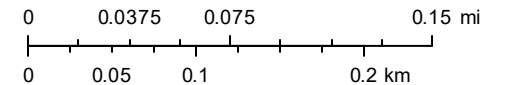
Vicinity Map - 1061 E Main St



March 13, 2025

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Scale:
1:4,514



Nevada County GIS

UNIVERSAL PLANNING APPLICATION



Application Types

Administrative

- Limited Term Permit \$757.00
- Zoning Interpretation \$243.00

Development Review

- Minor Development Review – under 10,000 sq. ft. \$1,966.00
- Major Development Review – over 10,000 sq. ft. \$3,571.00
- Conceptual Review - Minor \$497.00
- Conceptual Review – Major \$847.00
- Plan Revisions – Staff Review \$342.00
- Plan Revisions – DRC / PC Review \$901.00
- Extensions of Time – Staff Review \$306.00
- Extensions of Time – DRC / PC Review \$658.00

Entitlements

- Annexation \$8,505.00 (deposit) + \$20.00 per acre
- Condominium Conversion \$5,339.00 (deposit) + \$25 / unit or \$25 / 1,000 sf com.
- Development Agreement – New \$20,023.00 (deposit) + cost of staff time & consultant minimum \$300
- Development Agreement – Revision \$7,486.00 + cost of staff time & consultant minimum \$300
- General Plan Amendment \$8,000.00
- Planned Unit Development \$8,839.00 + \$100.00 /unit and / or \$100 / 1,000 sf floor area
- Specific Plan Review - New Actual costs - \$18,399.00 (deposit) (+ consultant min. \$300)
- Specific Plan Review - Amendments / Revisions Actual costs - \$7,576.00 (deposit) (+ consultant min. \$300)
- Zoning Text Amendment \$3,364.00
- Zoning Map Amendment \$5,501.00
- Easements (covenants & releases) \$1,794.00

Environmental

- Environmental Review – Initial Study \$1,858.00
- Environmental Review – EIR Preparation Actual costs - \$34,274.00 (deposit)
- Environmental Review - Notice of Determination \$162.00 (+ Dept. of Fish and Game Fees)

- Environmental Review - Notice of Exemption \$162.00 (+ County Filing Fee)

Sign Reviews

- Minor – DRC, Historic District, Monument Signs or other districts having specific design criteria \$330.00
- Major – Master Sign Programs \$1,407.00
- Exception to Sign Ordinance \$1,046.00

Subdivisions

- Tentative Map (4 or fewer lots) \$3,788.00
- Tentative Map (5 to 10 lots) \$5,267.00
- Tentative Map (11 to 25 lots) \$7,053.00
- Tentative Map (26 to 50 lots) \$9,668.00
- Tentative Map (51 lots or more) \$14,151.00
- Minor Amendment to Approved Map (staff) \$1,208.00
- Major Amendment to Approved Map (Public Hearing) \$2,642.00
- Reversion to Acreage \$829.00
- Tentative Map Extensions \$1,136.00
- Tentative Map - Lot Line Adjustments / Merger \$1,325.00

Use Permits

- Minor Use Permit - Staff Review \$562.00
- Major Use Permit - Planning Commission Review \$3,292.00

Variations

- Minor Variance - Staff Review \$562.00
- Major Variance - Planning Commission Review \$2,200.00

Application	Fee
Plan Revisions - DRC/PC Review	901.00
Total:	\$901.00

Below is the Universal Planning Application form and instructions for submitting a complete planning application. In addition to the Universal Planning Application form, a project specific checklist shall be submitted. All forms and submittal requirements must be completely filled out and submitted with any necessary supporting information.

Upon receipt of the **completed forms, site plan/maps, and filing fees**, the Community Development Department will determine the completeness of the application. This review will be completed as soon as possible, but within thirty (30) days of the submittal of the application. If the application is determined to be complete, the City will begin environmental review, circulate the project for review by agencies and staff, and then schedule the application for a hearing before the Planning Commission.

If sufficient information **has not** been submitted to adequately process your application, you will receive a notice that your application is incomplete along with instructions on how to complete the application. Once the City receives the additional information or revised application, the thirty (30) day review period will begin again.

Since the information contained in your application is used to evaluate the project and in the preparation of the staff report, it is important that you provide complete and accurate information. Please review and respond to each question. If a response is not applicable, N/A should be used in the space provided. Failure to provide adequate information could delay the processing of your application.

Additional information may be obtained at www.cityofgrassvalley.com regarding the 2020 General Plan and Zoning. You may also contact the Community Development Department for assistance.

ADVISORY RE: FISH AND GAME FEE REQUIREMENT

Permit applicants are advised that pursuant to Section 711.4 of the Fish and Game Code a fee of **\$3,539.25** for an Environmental Impact Report and **\$2,548.00** for a Negative Declaration* shall be paid to the County Recorder at the time of recording the Notice of Determination for this project. This fee is required for Notices of Determination recorded after January 1, 1991. A Notice of Determination cannot be filed and any approval of the project shall not be operative, vested, or final until the required fee is paid. This shall mean that building, public works and other development permits cannot be approved until this fee is paid. These fees are accurate at the time of printing, but **increase the subsequent January 1st** of each year.

This fee is **not** a Grass Valley fee; it is required to be collected by the County pursuant to State law for transmission to the Department of Fish and Game. This fee was enacted by the State Legislature in September 1990, to be effective January 1, 1991.

*If the City finds that the project will not have an impact on wildlife resources, through a De Minimus Impact Finding, the City will issue certificate of fee exemption. Therefore, this fee will not be required to be paid at the time an applicant files the Notice of Determination with the County Recorder. The County's posting and filing fees will still be required.

<u>Applicant/Representative</u>	<u>Property Owner</u>
Name: Ben Mrvich	Name: Presley Medical Association
Address: 1061 E. Main St. Suite 102 Grass Valley, CA 95945	Address: 1061 E. Main St. Grass Valley, CA 959
Phone: 530-615-4041	Phone: 5306154041
E-mail: benmrnich@yahoo.com	E-mail: benmrnich@yahoo.com

<u>Architect</u>	<u>Engineer</u>
Name:	Name:
Address:	Address:
Phone: ()	Phone: ()
E-mail:	E-mail:

1. Project Information

- a. Project Name CC&R Change
- b. Project Address 1061 E. Main St Grass Valley, CA 95945
- c. Assessor's Parcel No(s) 035-350-036-000
(include APN page(s))
- d. Lot Size 42,688 SqFt

2. Project Description Changes to Presley Medical Association CC&Rs article 7.1 and 8.4. Changes to Current CC&Rs require PC approval

We would like to change the wording from article 7.1 that currently states that the condominium units shall not be used for any non-medical reason, except if the sale of the unit to a non-medical business has been voted on by the owners with a majority vote for yes in lamens terms. The new text will state that the condominium units can be sold to any non-residential, professional entity, even non-medical without a vote needed. Changes to article 8.4 will be the complete deletion of article 8.4.

3. General Plan Land Use: _____ **4. Zoning District:** _____

4. **Cortese List:** Is the proposed property located on a site which is included on the Hazardous Waste and Substances List (Cortese List)? Y N

The Cortese List is available for review at the Community Development Department counter. If the property is on the List, please contact the Planning Division to determine appropriate notification procedures prior to submitting your application for processing (Government Code Section 65962.5).

5. **Indemnification:** The City has determined that City, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, expense, attorney's fees, litigation expenses, court costs or any other costs arising out of or in any way related to the issuance of this permit, or the activities conducted pursuant to this permit. Accordingly, to the fullest extent permitted by law, the applicant shall defend, indemnify and hold harmless City, its employees, agents and officials, from and against any liability, claims, suits, actions, arbitration proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including, but not limited to, actual attorney's fees, litigation expenses and court costs of any kind without restriction or limitation, incurred in relation to, as a consequence of, arising out of or in any way attributable to, actually, allegedly or impliedly, in whole or in part, the issuance of this permit, or the activities conducted pursuant to this permit. Applicant shall pay such obligations as they are incurred by City, its employees, agents and officials, and in the event of any claim or lawsuit, shall submit a deposit in such amount as the City reasonably determines necessary to protect the City from exposure to fees, costs or liability with respect to such claim or lawsuit.

6. **Appeal:** Permits shall not be issued until such time as the appeal period has lapsed. A determination or final action shall become effective on the 16th day following the date by the appropriate review authority, where no appeal of the review authority's action has been filed in compliance with Chapter 17.91 of the City's Development Code.

The 15-day period (also known as the "appeal" period in compliance with Chapter 17.91) begins the first full day after the date of decision that the City Hall is open for business, and extends to the close of business (5:00 p.m.) on the 15th day, or the very next day that the City Hall is open for business.

I hereby certify, to the best of my knowledge, that the above statements are correct.

Property Owner/*Representative Signature: 

**Property owner must provide a consent letter allowing representative to sign on their behalf.*

Applicant Signature: 

--OFFICE USE ONLY--	
Application No.:	Date Filed:
Fees Paid by:	Amount Paid:
Other Related Application(s):	

Presley Medical Association
1061 E. Main St,
Grass Valley, CA 95945
Phone: 530-615-4041

09/09/2024

To Whom It May Concern,

Subject: Letter of Consent for Representation

This letter serves as formal authorization for **Ben Mrvich** to act as a representative of **Presley Medical Association** in his capacity as designated by the Association President. Ben Mrvich is hereby granted authority to sign documents and give consent on behalf of Presley Medical Association concerning matters related to the building, including but not limited to approvals for changes to the building and any necessary documentation.

This authorization is effective as of 09/09/2024 and will remain in effect until revoked in writing by the undersigned.

Should you have any questions regarding this authorization, please do not hesitate to contact our office.

Thank you for your attention to this matter.

Sincerely,



President, Presley Medical Association

From: [Rene Kronland](#)
To: [Lucy Rollins](#)
Subject: Presley Medical Association CC&Rs
Date: Friday, January 31, 2025 4:46:08 PM
Attachments: [PMCOA CCRs city changes.docx](#)

Hello, in response to my prior inquiry on the changes we desire for our CC&Rs, please accept the following. I have taken over as the Association Board President replacing Ben Mrvich. I will be the new contact person for our association. Our CC&Rs document is available as a PDF so I converted that to a word document to allow for the requested changes. The formatting is cumbersome as these often are. I have highlighted the areas in red that we would like deleted and added the new text verbiage in red that was advised by your office. I hope this is adequate to move the process forward.

Thank-you.
Rene' Kronland
(530) 913-4118
rkronland@gmail.com

the parties.

6.2. Maintenance and Utility Bill Obligations: The Association shall maintain all utility installations located in the Common Area Except for those installations maintained by utility companies, public, private, or municipal, or required to be maintained by owners. The association shall pay all charges for utility services supplied to the project except those metered or charged separately for the units. The owners of units shall each maintain, repair and replace, at their expense, the facilities supplying or servicing their unit(s), and pay all utility bills therefor. Each unit shall have a separate meter for electricity, and the owner shall be responsible for payment of all charges based on said meter(s).

6.3. Access Easements: The Association and its members shall have nonexclusive easements for ingress and egress over the portions of the Common Area containing open space, and parking and driveway areas.

ARTICLE VII

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the property and each condominium therein is subject to the following:

7.1. Condominium Uses: No part of the project shall ever be used or caused, allowed or authorized to be used in any way, directly or indirectly, for any residential or other non-business purpose. Uses in the units shall be as permitted by applicable zoning laws and maintain a valid City of Grass Valley business license. ~~from time to time. In addition to limitations imposed by applicable zoning laws, the condominium units shall be used for professional offices, pharmacies, medical or dental laboratories, and other retail businesses related to the medical or dental field.~~ Nothing herein, however, shall prevent the owners by a two-third majority vote from allowing other non-residential uses of the condominium units. No portion of the common area shall be used for business activity. No activity shall be allowed in the common area which interferes with the use and enjoyment of the common area by all owners.

7.2. Nuisances: No noxious, illegal, or offensive activities shall be carried on upon any condominium, or in any part of the property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to which may in any way interfere with the quiet enjoyment of each of the owners of his respective unit, or which shall in any way increase the rate of insurance for the project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building, or which will

structural integrity.

7.8. Liability of Owners for Damage to Common Area: The owner of each unit shall be liable to the Association for all damage to the Common Area or improvements thereon caused by such owner or any occupancy of his unit, tenant, customer or guest, except for that portion of said damage, if any, fully covered by insurance. Liability of an owner shall be established only after notice to the owner and hearing before the Board of the Association.

7.9. Overloading: No machinery, apparatus, or appliance or equipment shall be located in any unit or in the common area which will in any manner structurally overload the building, or in any manner vibrate, shake or otherwise damage any portion of any building.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Enforcement: The Association, or any of its members, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by the Court. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

8.2. Invalidity of Any Provisions: Should any provisions or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this property is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

8.3. Term: The covenants and restrictions of this Declaration shall run with and bind the property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then owners of the Condominiums, has been recorded within the year preceding the beginning of each successive period of ten (1) years, agreeing to change said covenants and restrictions in whole or in part, or to terminate the same.

8.4. Amendments: After close of escrow on the sale of the first unit this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of a majority of members of the total voting power of the Association. However, the percentage of voting power necessary to amend a

84.21286

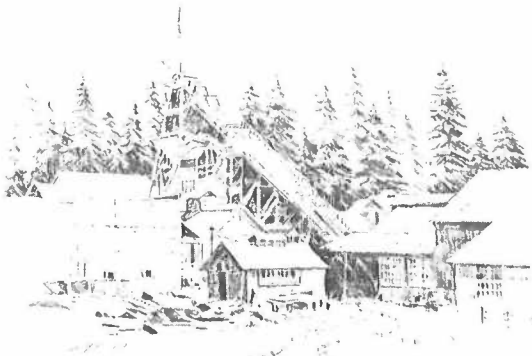
specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to Articles 5, 6, and 7 of this Declaration shall first be approved by the ~~Grass Valley City Planning Commission~~. City of Grass Valley Community Development Director, with the discretion to refer any amendment to the Planning Commission for hearing and discussion. Any amendment must be recorded and shall become effective upon being recorded at the Recorder's Office of the County of Nevada.

8.5. Encroachment Easements: Each condominium within the property is hereby declared to have an easement over all adjoining condominiums and the Common Area, for the purpose of accommodating any encroachment due to minor engineering errors, minor errors in original construction, reconstruction, repair, settlement or shifting or movement of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments, as long as they shall exist, and the rights and obligations of owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an owner or owners if said encroachment occurred due to the willful misconduct of said owner or owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the owners agree that minor encroachments over adjoining areas, condominiums, or Common Areas shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they exist.

8.6. Rights of First Lenders: No breach of any covenant, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any mortgage (meaning a mortgage with priority over any other mortgage) on any unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise. Notwithstanding any provisions in the Project Documents to the contrary, First Lenders shall have the following rights:

A. Copies of Project Documents: The Association shall make available to unit owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration, Bylaws, or other rules concerning the project and the books, records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

B. Audited Statement: The holders of fifty-one percent (51%) or more of first mortgages shall be entitled, upon written request, to have an audited financial statement for the immediately preceding fiscal year prepared at their expense if one is not



CITY OF GRASS VALLEY

Planning Commission Planning Department

April 17, 1984

Swiftfox Corporation
Attention: Levi and Pam Swift
154 Hughes Road, Suite 7
Grass Valley, CA 95945

Re: Tentative Map TM84-07
Two-Story, Eight-Unit Office/Retail Condominium
Easterly Side of Presley Way Between East Main Street
and Catherine Lane
C-2 District, AP#35-350-09 and -22

Dear Mr. and Mrs. Swift:

Please be informed that after public hearing held at its regular meeting of April 16, 1984, the Grass Valley Planning Commission made findings of facts and conditionally approved the above referenced Tentative Map, subject to a compliance with the conditions of approval set forth as follows:

1. Prior to the issuance of any other grading or building permit, the existing wholesale propane storage tanks shall be removed from the property in conformance with all requirements of the Grass Valley Fire Department, set forth in a letter from the Fire Marshal dated March 28, 1984, or the tanks shall be fenced with a temporary construction fence, subject to the approval of the Fire Department.
2. Prior to the issuance of any building or grading permit, either record a parcel map to merge the properties into one, or record the final map of the condominium. If not already of record, 20 foot radius block returns shall be offered for dedication at the corners of Presley Way and East Main Street and Catherine Lane.
3. The site appears to have some possible seepage areas that could be from underground drainage. Upon the completion of the mass earth excavation, applicant shall have a written report prepared by a licensed geotechnical engineer as to the condition of the soils and any recommendation that may be necessary. Said report may be waived by the City Engineer.
4. Provide an engineered drainage plan showing any improvements needed to drain surface and subsurface water from the site to natural drainage courses. Provide and offer for dedication any easements needed for drainage across the site. Install all drainage improvements required by the drainage improvement plan approved by the City Engineer.

5. Prior to the issuance of a Certificate of Occupancy, the installation of curb, gutter and sidewalks and pavement widening, where needed, shall be assured along the frontages of this property on East Main Street, Presley Way and Catherine Lane. An engineered improvement plan showing the street frontage improvements shall be submitted for approval of the City Engineer. Such improvement plan shall be based upon relocation of the N.I.D. pressure reducing station and vault on East Main Street to accommodate the street frontage improvements.
6. Fire hydrants, if needed, shall be installed as required by the Fire Marshal and City Engineer to provide adequate water for fire flow for the proposed building.
7. The public improvements mentioned hereinabove shall be either installed prior to the issuance of a building or grading permit, and in any case prior to recording of a final map of the condominium, or the developer/subdivider may enter into a secured improvement agreement with the City Council guaranteeing a completion of the work as shown on the improvement plans approved by the City Engineer within a specified period of time.
8. The developer is responsible for making arrangements for other public utilities, power, natural gas, telephone. It is desirable that all utilities be installed underground to the extent feasible.
9. The final improvement plans shall show provisions for mail delivery and for storage and removal of solid waste.
10. The final map of the subdivision, showing the one ground lot, easements, offers of dedication, etc., should be recorded prior to the issuance of a Certificate of Occupancy; however, this is not essential unless required by the City Attorney.
11. The proposed Condominium Diagram and Covenants, Conditions and Restrictions to provide for creation of the condominium upon the first sale shall be submitted for approval of the City Engineer and City Attorney with the final map. However, recording of these documents can be deferred until after recording the final map but prior to the issuance of the Certificate of Occupancy. In any case, they must be recorded prior to the first sale.
12. The CC&Rs shall provide for maintenance of signs installed as part of the common facilities.
13. Install directional traffic signs as required by the City Engineer to warn against wrong-way traffic from the parking lots, onto Presley Way.
14. A small nameplate center identification sign should be provided to identify the entry from Catherine Lane to head off drivers attempting to enter the Center by going the wrong way down Presley from Catherine.

Levi and Pam Swift
Page 3
April 17, 1984
TM84-07

15. The building shall be moved in an easterly direction and the proposed private drive from Catherine Lane to East Main Street shall be moved to the west side of the building, or the developer shall install "speed bumps" on the private drive.

A copy of the conditionally approved Tentative Map is attached.

Any person dissatisfied with the decision of the Planning Commission on this Tentative Map or any of the conditions of approval thereof may appeal to the City Council. Such appeal shall be in writing setting forth the grounds for the appeal and shall be filed with the City Clerk within 10 days following the date of the Planning Commission's action. A filing fee of \$100 must accompany any appeal. An appeal stays all proceedings.

This conditional approval expires three (3) years from the date of approval, ending April 16, 1987. During this time you may either record a parcel map to merge the properties into one, or record the final map of the condominium. If you will need additional time to record the map, you may request an extension of time by filing a written request at least 45 days prior to the date of expiration. The request should state the reasons the extension is needed. The Planning Commission may extend the conditional approval for a period of not to exceed three (3) years.

Your next step, assuming you do not wish to appeal, will be to submit your parcel map to the City Engineer for checking and recording.

Please contact City Engineer Tom Leland (273-6824) if you have any questions regarding compliance with the conditions or parcel map processing.

Sincerely,

GRASS VALLEY PLANNING COMMISSION
Jerry Borgnis, Chairman

By *Claudia J. Barnes*
Claudia J. Barnes
Planning Secretary

enc.

cc: Building Department
Tom Leland

CITY OF GRASS VALLEY

City Attorney

August 6, 1984

Swift-Fox Corporation
154 Hughes Road, Suite 7
Grass Valley, CA 95945

Attention: Levi Swift

SUBJECT: C,C & R's - Albert Presley Medical Complex

Dear Levi:

I have reviewed the C, C and R's for the Albert Presley Medical Complex and have amended Section 8.4 of Article VIII, General Provisions, as follows:

Sec. 8.4. Amendments: After close of escrow on the sale of the first unit this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent of a majority of members of the total voting power of the Association. However, the percentage of voting power necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to Articles 5, 6, and 7 of this Declaration shall first be approved by the Grass Valley City Planning Commission. Any amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of the County of Nevada.

If I can be of further assistance, please feel free to contact me.

Sincerely,


Dwight L. Moore
City Attorney

DLM:slo

cc Tom Leland, City Engineer
Bill Roberts, City Planner
Terry Roach, Attorney-at-Law

Lucy Rollins

From: Michael Colantuono <mcolantuono@chwlaw.us>
Sent: Wednesday, December 11, 2024 8:40 AM
To: Lucy Rollins
Cc: Amy Kesler-Wolfson; David Ruderman; Mackenzie Anderson
Subject: Re: Amendment to CC&Rs

I'm fine with this.

Michael G. Colantuono
Colantuono, Highsmith & Whatley, PC
(530) 432-7357

Sent from my iPhone

> On Dec 11, 2024, at 8:21 AM, Lucy Rollins <lrollins@cityofgrassvalley.com> wrote:

>

> Hi Michael,

>

> Sorry for the delay. Based on your emails, we drafted the following modifications to request the applicant make to their amendments:

>

> Section 7.1 (Condominium Uses) to require that uses comply with

> applicable zoning laws and a valid business license Section 8.1 (Amendments) to replace "approval by the Grass Valley City Planning Commission" with "approval by the City of Grass Valley Community Development Director, with the discretion to refer any amendment to the Planning Commission for hearing and decision."

>

> Since the original language in 8.4 was added by the 1984 City Attorney, I wanted to confirm that this change is acceptable before we ask the applicant to make it then take it to PC.

>

> Thanks,

> Lucy

>

> -----Original Message-----

> From: Michael Colantuono <mcolantuono@chwlaw.us>

> Sent: Wednesday, December 4, 2024 8:32 AM

> To: Lucy Rollins <lrollins@cityofgrassvalley.com>

> Cc: Amy Kesler-Wolfson <awolfson@cityofgrassvalley.com>; David

> Ruderman <druderman@chwlaw.us>; Mackenzie Anderson

> <manderson@chwlaw.us>

> Subject: Re: Amendment to CC&Rs

>

> If we do not control amendments, they can amend out the provisions we asked them to include making the requirements meaningless (and useless as CEQA mitigation measures). So, some approval by the City is appropriate — particularly for their promises to maintain common area improvements and to impose assessments to fund their costs to do so. What is a bit unusual is control over uses — a policy issue that PC or staff should control, not attorneys. So, we can certainly allow amendments on enforcement issues with the City Attorney's approval, but allowing changes to permissible uses is the question for the PC. Do they want to continue to control that via CC&Rs rather than just via the zoning ordinance? If so, do they want to delegate that control to staff?

>

> Michael G. Colantuono, Esq.
> Colantuono, Highsmith & Whatley, PC
> (530) 432-7357
> Sent from my iPad

>

>> On Dec 4, 2024, at 8:27 AM, Lucy Rollins <lrollins@cityofgrassvalley.com> wrote:

>>

>> Thanks, Michael. We are planning to take this to the Planning Commission in January for a final decision, but anticipate questions from them on what the purpose of language such as this in the CC&Rs is since it hasn't come up before (at least in recent memory). I haven't come across anything in the original approvals that explains why the City Attorney at the time added that provision. We are debating whether to recommend approval as proposed, or request they modify it to require staff approval rather than PC.

>>

>> Thanks,
>> Lucy

>>

>>

>> -----Original Message-----

>> From: Michael Colantuono <mcolantuono@chwlaw.us>
>> Sent: Wednesday, December 4, 2024 8:14 AM
>> To: Lucy Rollins <lrollins@cityofgrassvalley.com>
>> Cc: Amy Kesler-Wolfson <awolfson@cityofgrassvalley.com>; David
>> Ruderman <druderman@chwlaw.us>; Mackenzie Anderson
>> <manderson@chwlaw.us>
>> Subject: Re: Amendment to CC&Rs

>>

>> To amend the permit, we would need the agency which granted it to approve the change — likely the Planning Commission.

>>

>> The issue is this: what was the purpose of requiring PC approval of a change to the CC&Rs? If it is just to ensure they do not take out provisions the City wants, then staff or the City Attorney could sign off on amendments. We draft language like that all the time. If it is to ensure the PC and the public get notice and hearing before the range of permitted uses is changed, that's a question for the PC. They might delegate that to staff (and should not delegate it to the City Attorney) but might not. And, if the change would affect neighboring property, we'd likely have to give neighbors notice and opportunity to be heard.

>>

>> Michael G. Colantuono, Esq.
>> Colantuono, Highsmith & Whatley, PC
>> (530) 432-7357
>> Sent from my iPad

>>

>>>> On Dec 3, 2024, at 12:46 PM, Lucy Rollins <lrollins@cityofgrassvalley.com> wrote:

>>>>

>>>> Hi Michael,

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>>>> We have received an application from Presley Medical Association located at 1061 E Main requesting to amend their CC&Rs to remove language that was added by the City Attorney in 1984 that requires any changes to articles 5, 6, and 7 of their CC&Rs be approved by the Planning Commission. They initially brought this up with us in late 2023, you may recall Amy and I chatting with you about it. They've now actually applied to make the change. I have attached their original conditions of approval, the letter from the attorney in 1984, a clean version of their CC&Rs, and the redlined proposed changes under Article VII, Section 7.1 (page 36 of the PDF) and Article VIII, Section 8.4 (page 40/41 of the PDF).

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>>> The NC-Flex zone allows non-medical professional uses, so from that perspective staff doesn't have any concerns. Do you have any thoughts on amending the CC&Rs to remove the PC review requirement?
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>>> Thanks,
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