

City of Cathedral City
68700 Avenida Lalo Guerrero
Cathedral City, CA 92234
Via email through Josie Mesa, Administrative Assistant II, jmeza@cathedralcity.gov

March 30, 2017

Dear: Mayor, City Council, and City Manager

Reference: Ordinance Amending Short Term Vacation Rental Regulation, and Resolution Setting Fees and Fines for Short Term Rentals.

Please APPROVE the Short-Term Vacation Rental ordinance amendment and related actions at your April 12, 2017 meeting (second reading). It is my understanding the pending ordinance amendment was approved in a 5-0 vote at your March 22, 2017 meeting (item 4-B). I understand that if approved at the April 12th meeting, it should go into effect 30 days later.

In my neighborhood, Landau Homes, the addition of the language: ...***"For units subject to CC&Rs but not within an association, a copy of the CC&Rs shall be submitted to the City to determine whether vacation rentals are either not regulated or not prohibited by the CC&Rs"*** is welcomed. The CC&R's for the Landau Homes development expressly prohibits the renting or leasing of property for less than 30 days (section 2.17).

Thank you,



Bary A. Freet
67833 Marilyn Circle
Cathedral City, CA 92234

for which a public authority or utility is responsible.

Section 2.17. Leasing and Subdivision. No provision of this Declaration shall be construed to limit the right of an Owner (a) to rent or lease the Dwelling Unit on his Lot by means of a written lease or rental agreement, expressly made subject to the restrictions of this Declaration, so long as the Dwelling Unit is not leased for transient or hotel purposes (as used herein, "transient or hotel purposes" shall mean renting or leasing for a period of thirty (30) days or less); (b) to sell his Lot; or (c) to transfer or sell his Lot to more than one Person to be held by them as tenants in common, joint tenants, tenants by the entirety, or as community property. Any failure by the lessee or tenant of such Dwelling Unit to comply with the provisions of this Declaration shall constitute a default under the lease or rental agreement. No Owner shall further subdivide his Lot.

ARTICLE III

EASEMENTS AND ENCROACHMENTS

Section 3.01. Utility Easements. Each Owner agrees, by acceptance of his deed, that his Lot is granted subject to easements for utility installations and maintenance as shown on the Recorded Subdivision Map of the Project. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities and drainage facilities. The utility easement areas