

From: [Maureen Linde](#)
To: [_CityCouncilListPublic](#)
Subject: [EXTERNAL] Fwd: CCR's for Town & Country Heights Subdivision
Date: Thursday, July 20, 2023 9:44:50 AM
Attachments: [CCR's Town & Country Heights Subdivision.pdf](#)

Hello- I am attaching the CCR's for my neighborhood for your review and consideration. The first paragraph, which I highlighted under section four, states that all lots or plots declared to be residential in character, shall not be used for any purposes or purpose other than residence purposes.

I would hope that you will take this into consideration and not allow the two homes on my street to remain as short term rentals as that clearly does not conform to our CCR's.

Thank you,

Maureen Linde

SONOMA TITLE GUARANTY CO.
P. O. Box 1913
Santa Rosa, Calif. 95403

NO. 118400

BOOK 2807 PAGE 05

DECLARATION OF RESTRICTIONS, COVENANTS, CONDITIONS AND AGREEMENTS
AFFECTING REAL PROPERTY COMMONLY KNOWN AS

TOWN AND COUNTRY HEIGHTS SUBDIVISION NO. 3

CITY OF SANTA ROSA, COUNTY OF SONOMA, CALIFORNIA

WHEREAS, Corporation is the owner of the real property described in Paragraph I of this Declaration and is desirous of subjecting the real property described in said Paragraph I to the Covenants, Restrictions, Reservations, Servitudes, Easements, Liens, and Charges hereinafter set forth, each of all which is and are for the benefit of said property and of each present and future owner thereof, or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and shall apply to and bind every present and future owner of said property, or any part thereof, and their and each of their heirs, successors and assigns;

NOW THEREFORE, MONTECITO DEVELOPMENT CORPORATION, hereby declares that the real property described in Paragraph I hereof is, and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges hereinafter set forth.

BOOK 2807 PAGE 05

I

PROPERTY SUBJECT TO THIS
DECLARATION

N 63581

RECORDED AT REQUEST OF

S. T. G. CO.
AT 15 MIN. PAST 10 A. M.
Sonoma County, California

Hubb RECORDER

OCT 10 1973

OFFICIAL RECORDS

FEES \$ 17.00 PD.

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, reservations, restrictions, servitudes, easements, liens and charges with respect to the various portions thereof set forth in the various paragraphs and subdivision of this Declaration is all located in the City of Santa Rosa, County of Sonoma, State of California, and is more particularly described as follows:

TOWN AND COUNTRY HEIGHTS SUBDIVISION NO. 3

Lots 1 to 14 inclusive as shown on the map entitled

"TOWN AND COUNTRY HEIGHTS SUBDIVISION NO. 3" filed for record in the office of the County Recorder of Sonoma County, California on August 22, 1973 in Book 196 of Maps, Pages 7, 8 and 9, Sonoma County Records

II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in Paragraph I hereof is subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges hereby declared so as to insure the best use and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of said property; to guard against the erection thereon of the poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious color schemes; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on lots; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvements in said property, and thereby to enhance the values of investments made by purchasers of lots therein. Nothing which is specifically prohibited, restricted or prevented herein shall be deemed in any way to limit the general prohibitions, restrictions or preventions herein or to in any way limit the overall purpose or intent of this Declaration.

III

DEFINITION OF TERMS

1. DWELLING HOUSE. The words "Dwelling House" and "Out-Building" wherever used in this Declaration shall be deemed and construed to include both the main portion of such structures and all projections therefrom, such as bay, bow or oriel windows, exterior chimneys, covered porches, or porticoes and the like, including any garage incorporated in or forming a part thereof, but shall not include the eaves or such structures, nor any open pergola, nor any uncovered porch, stoop or steps, or balustrades, the sides of which do not extend more than three (3) feet above the level of the ground floor of said building.

2. SAID MAP. THE WORDS "SAID MAP" WHEREVER USED IN THIS DECLARATION MEAN AND REFER TO THE MAP REFERRED TO IN PARAGRAPH 1 HEREOF.

3. SAID PROPERTY. THE TERM "SAID PROPERTY" WHEREVER USED IN THIS DECLARATION MEANS AND REFERS TO THE PROPERTY DESCRIBED IN THE AFORESAID PARAGRAPH 1 HEREOF.

4. SETBACK. THE TERM "SETBACK" WHEREVER USED IN THIS DECLARATION MEANS THE DISTANCE BETWEEN THE DWELLING HOUSE OR OTHER STRUCTURE REFERRED TO AND THE GIVEN STREET OR SIDE OR REAL LINES OF THE PARTICULAR LOT.

4. STREET. THE WORD "STREET" WHEREVER USED IN THIS DECLARATION MEANS AND REFERS TO ANY STREET, HIGHWAY, OR OTHER THOROUGHFARE SHOWN ON SAID MAP OR CONTIGUOUS TO THE REAL PROPERTY DESIGNATED ON SAID MAP, WHETHER DESIGNATED THEREON AS STREET, AVENUE, BOULEVARD, DRIVE, PLACE, COURT, ROAD, TERRACE, WAY, CIRCLE, LANE, WALK, PATH, OR OTHERWISE.

6. PLOT. THE WORD "PLOT" WHEREVER USED HEREIN REFERS TO AN INDIVIDUAL SITE FOR A RESIDENCE, TOGETHER WITH THE GROUNDS IN CONNECTION THEREWITH, WHETHER COMPOSED OF ONE OR MORE LOTS OR PORTIONS OR COMBINATIONS THEREOF.

7. CORPORATION. THE WORD "CORPORATION" WHEREVER USED HEREIN MEANS THE MONTECITO DEVELOPMENT CORPORATION OR ITS AGENT OR EMPLOYEES OR DESIGNEES OR SUCCESSORS IN INTEREST.

IV

USES PROHIBITED AND PERMITTED

1. SAID PROPERTY, AND ALL LOTS OR PLOTS LOCATED THEREIN ARE HEREBY DECLARED TO BE RESIDENTIAL IN CHARACTER, AND SHALL NOT BE USED FOR ANY PURPOSES OR PURPOSE OTHER THAN RESIDENCE PURPOSES.

2. NO BUILDING, OTHER THAN A DETACHED SINGLE FAMILY DWELLING HOUSE AND APPURTENANT OUTBUILDINGS, INCLUDING GARAGES FOR PRIVATE USE, SHALL BE ERRECTED, CONSTRUCTED OR MAINTAINED ON SAID PROPERTY, NOR SHALL ANY BUILDINGS CONSTRUCTED OR ERRECTED ON SAID PROPERTY BE USED FOR ANY PURPOSE OTHER THAN A PRIVATE DWELLING HOUSE OR APPURTENANT OUTBUILDING, INCLUDING GARAGE FOR PRIVATE USE.

3. SHOULD ANY RESIDENCE HEREAFTER ERRECTED ON SAID PROPERTY BE DESTROYED BY FIRE OR OTHERWISE, ANY STRUCTURE ERRECTED TO REPLACE SAME, SHALL CONFORM IN DESIGN TO TYPICAL HOUSES IN SAID SUBDIVISION, AND ITS PLANS SHALL BE APPROVED IN ADVANCE OF CONSTRUCTION BY CORPORATION AS HEREINAFTER PROVIDED.

4. NO DWELLING HOUSE, APPURTENANT OUTBUILDING, OR GARAGE, BEING MORE THAN TWO STORIES IN HEIGHT, SHALL BE ERECTED, CONSTRUCTED OR MAINTAINED ON SAID PROPERTY. FOR THE PURPOSE OF THIS PARAGRAPH, A BASEMENT SHALL NOT BE CONSIDERED A STORY. BASEMENT IS DEFINED AS BEING BELOW THE GRADE SURFACE OF THE GROUND.

5. FOR THE PURPOSE OF THIS DECLARATION, A PRIVATE GARAGE FOR THE USE OF THE OWNERS OF OCCUPANTS OF THE LOT UPON WHICH SAID GARAGE IS ERECTED SHALL BE DEEMED AN OUTBUILDING, AND MAY BE ERECTED AND CONSTRUCTED ON SUCH LOT. A PRIVATE GARAGE MAY BE INCORPORATED IN AND MADE A PART OF ANY PRIVATE DWELLING HOUSE ERECTED ON THE LOT IN THE MANNER PRESCRIBED IN THIS DECLARATION.

6. WHEN THE CONSTRUCTION OF ANY BUILDING OR ANY LOT IS ONCE BEGUN, WORK THEREON MUST BE PROSECUTED DILIGENTLY AND IT MUST BE COMPLETED WITHIN A REASONABLE TIME, OR, IN ANY EVENT, WITHIN SIX (6) MONTHS FROM THE TIME CONSTRUCTION IS PHYSICALLY COMMENCED. NO BUILDING SHALL BE OCCUPIED DURING CONSTRUCTION OR UNTIL MADE TO COMPLY WITH ALL REQUIREMENTS OF THIS DECLARATION.

7. NO OUTBUILDINGS, GARAGE, SHED, "SHACK, TENT, TRAILER, OR TEMPORARY BUILDING OF ANY KIND SHALL BE ERECTED, CONSTRUCTED, PERMITTED OR MAINTAINED ON ANY LOT PRIOR TO COMMENCEMENT OF THE ERECTION OF A DWELLING HOUSE, AND NO OUTBUILDINGS, GARAGE, SHACK, SHED, TENT, TRAILER, BASEMENT, OR TEMPORARY BUILDING SHALL BE USED FOR PERMANENT OR TEMPORARY RESIDENCE PURPOSES.

8. NO TRADE OR COMMERCIAL OR MANUFACTURING ENTERPRISE OR ACTIVITY OF ANY KIND OR NATURE SHALL BE CARRIED ON OR CONDUCTED UPON SAID PROPERTY, OR UPON ANY LOT OR PLOT THEREIN LOCATED, NOR SHALL ANY ACT OR THING BE DONE OR PERFORMED THEREON WHICH MAY BE OR BECOME AN ANNOYANCE OR NUISANCE TO THE NEIGHBORHOOD.

9. NO ANIMALS, BIRDS, OR FOWLS, INCLUDING BUT NOT LIMITED TO HOGS, CATTLE, COWS, GOATS, SHEEP, RABBITS, HARES, DOGS, CATS, PIGEONS, PHEASANTS, GAME BIRDS, GAME FOWL OR POULTRY (EXCEPT AS IN SUBDIVISION 10 HEREOF PERMITTED) SHALL BE KEPT OR MAINTAINED ON ANY PART OF SAID PROPERTY.

10. DOGS AND CATS MAY BE KEPT UPON ANY LOT OR PLOT IN REASONABLE NUMBERS AS PETS FOR THE PLEASURE AND USE OF THE OCCUPANTS OF SAID LOT, BUT NOT FOR ANY COMMERCIAL USE OR PURPOSE. THE CORPORATION SHALL HAVE THE RIGHT TO DETERMINE WHAT IS A REASONABLE NUMBER OF SUCH ANIMALS. RABBITS AND POULTRY MAY NOT BE KEPT UPON ANY LOT OR PLOT FOR ANY PURPOSE, UNLESS AND UNTIL AUTHORIZED IN WRITING BY THE CORPORATION, AND IN GRANTING ANY SUCH AUTHORIZATION THE CORPORATION SHALL

HAVE THE RIGHT TO LIMIT THE NUMBER AND PRESCRIBE THE CONDITIONS UNDER WHICH ANY SUCH RABBITS AND POULTRY MAY BE KEPT. IN NO EVENT SHALL ANY ROOSTERS, GUINEA HENS OR OTHER NOISY FOWL BE KEPT FOR ANY PURPOSE ON ANY LOT OR PLOT.

11. No STABLE, LIVERY STABLE, OR RIDING ACADEMY SHALL BE ERECTED, CONDUCTED, CARRIED ON, KEPT, PERMITTED, OR MAINTAINED, NOR SHALL ANY HORSES, PONIES, DONKEYS, OR BURROS, BE KEPT UPON ANY PART OF SAID REAL PROPERTY.

12. No RADIO OR TELEVISION AERIAL, OR SUPPORT THEREFORE, OF AN UNSIGHTLY NATURE, SHALL BE ERECTED OR MAINTAINED UPON ANY LOT OR PLOT OR UPON ANY BUILDING UPON ANY LOT OR PLOT. THE WRITTEN OPINION OF THE CORPORATION SHALL BE CONCLUSIVE AS WHETHER OR NOT SUCH STRUCTURE IS UNSIGHTLY.

13. THE PORTION OF ANY LOT OR PLOT IN FRONT OF THE FRONT LINE OR THE BUILDING THEREON SHALL BE KEPT FREE AT ALL TIMES FROM RUBBISH, LITTER AND WEEDS, AND WITH THE EXCEPTION OF WALKS, DRIVEWAY, OR PATIOS, SHALL BE PROPERLY CULTIVATED TO GROW AND MAINTAIN TREES, PLANTS, FLOWERS, SHRUBS OR LAWN. NO BUILDING MATERIALS, FIREPLACE WOOD, ETCETERA OR OTHER SUBSTANCES SHALL BE PILED, PLACED OR OTHERWISE STORED ON SUCH PORTION OF ANY LOT OR PLOT AFTER THE COMPLETION OF THE RESIDENCE THEREON FOR MORE THAN 48 HOURS, NOR SHALL ANY BOATS, AUTOMOBILE, TRUCK, TRAILER OF ANY NATURE, OR OTHER VEHICLE OR EQUIPMENT BE LEFT ON ANY AREA THEREOF NOR SHALL ANY HOUSETRAILER, BOAT OR BOATS, TRUCK OR OTHER COMMERCIAL TYPE VEHICLE BE STORED OR PARKED UPON THE DRIVEWAY, NOR SHALL ANY MAJOR MECHANICAL REPAIRS BE MADE TO ANY VEHICLE OUTSIDE THE COVERED AREA OF THE GARAGE. NOTHING HEREIN SHALL PREVENT THE PARKING OF PRIVATE PASSENGER VEHICLES UPON THE DRIVEWAY LEADING TO THE DWELLING. IN ADDITION, HEAVY OR COMMERCIAL VEHICLES, HOUSETRAILERS, TRAILERS, BOATS AND OTHER SIMILAR EQUIPMENT SHALL NOT BE PARKED OR STORED ON THE STREET ADJACENT TO THE LOT OR PLOT LINE.

14. No LOT OR PLOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND FOR RUBBISH. TRASH, GARBAGE, OR OTHER WASTE SHALL BE KEPT IN SANITARY CONTAINERS. ALL INCINERATORS OR OTHER EQUIPMENT FOR THE STORAGE OR DISPOSAL OF SUCH MATERIALS SHALL BE KEPT CLEAN.

15. No OIL DRILLINGS, OIL DEVELOPMENT OPERATIONS, OIL REFINING, QUARRYING OR MINING OPERATIONS OF ANY KIND SHALL BE PERMITTED UPON OR IN ANY LOT, NOR SHALL OIL WELLS, TANKS, TUNNELS, MINERAL EXCAVATIONS OR SHAFTS BE PERMITTED UPON OR IN ANY LOT. No DERRICK OR OTHER STRUCTURE DESIGNATED FOR USE IN BORING FOR OIL OR NATURAL GAS SHALL BE ERECTED, MAINTAINED OR PERMITTED UPON ANY LOT.

V

APPROVAL OF PLANS AND LOCATION OF STRUCTURES

1. NO BUILDING, OUTBUILDING, GARAGE, FENCE, WALL, RETAINING WALL, OR OTHER STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED, PLACED, OR MAINTAINED ON SAID PROPERTY, OR ANY PART THEREOF, NOR SHALL ANY ALTERATION, ADDITION, REPAIR OR REMODELING OF THE EXTERIOR THEREOF BE MADE, UNLESS PRIOR TO THE COMMENCEMENT OF SUCH WORK, TWO COMPLETE PLANS AND SPECIFICATIONS THEREOF, INCLUDING FRONT, SIDE AND REAR ELEVATIONS AND FLOOR PLANS FOR EACH FLOOR AND BASEMENT, COLOR SCHEME THEREOF, AND TWO PLOT PLANS INDICATING AND FIXING THE EXACT LOCATION OF SUCH STRUCTURE, OR SUCH ALTERED STRUCTURE, ON THE LOT OR PLOT WITH REFERENCE TO THE STREET AND SIDE LINES THEREOF, SHALL HAVE BEEN FIRST SUBMITTED IN WRITING FOR APPROVAL OF, AND APPROVED IN WRITING BY THE ARCHITECTURAL CONTROL COMMITTEE AS PROVIDED HEREIN.

2. THE ARCHITECTURAL CONTROL COMMITTEE IS COMPOSED OF WILMER P. PARSONS, JOAN PARSONS, LOUISE P. PARSONS AND HARRIET P. BARNES, OF SANTA ROSA, CALIFORNIA. A MAJORITY OF THE COMMITTEE MAY DESIGNATE A REPRESENTATIVE TO ACT FOR IT. IN THE EVENT OF DEATH OR RESIGNATION OF ANY MEMBER OF THE COMMITTEE, THE REMAINING MEMBERS SHALL HAVE FULL AUTHORITY TO DESIGNATE A SUCCESSOR. NEITHER THE MEMBERS OF THE COMMITTEE, NOR ITS DESIGNATED REPRESENTATIVE SHALL BE ENTITLED TO ANY COMPENSATION FOR SERVICES PERFORMED PURSUANT TO THIS COVENANT. AT ANY TIME, THE THEN RECORD OWNERS OF THE MAJORITY OF THE LOTS SHALL HAVE THE POWER THROUGH A DULY RECORDED WRITTEN INSTRUMENT TO CHANGE THE MEMBERSHIP OF THE COMMITTEE OR TO WITHDRAW FROM THE COMMITTEE OR RESTORE TO IT ANY OF ITS POWERS AND DUTIES.

3. IN THE EVENT THE PROPOSED IMPROVEMENT BE ONE FOR REPAINTING OR REDECORATING THE EXTERIOR OF SUCH STRUCTURE WITHOUT REMODELING OR CHANGING IT OR MAKING ADDITIONS THERETO, IT SHALL ONLY BE NECESSARY TO FILE WITH THE ARCHITECTURAL CONTROL COMMITTEE TWO COLOR SCHEMES OF SUCH PROPOSED WORK AND HAVE THE SAME SO APPROVED PRIOR TO THE COMMENCEMENT OF SUCH WORK.

4. APPROVAL OF SUCH PLANS SPECIFICATIONS AND LOCATION OF BUILDINGS BY THE ARCHITECTURAL CONTROL COMMITTEE SHALL BE ENDORSED IN WRITING ON BOTH SETS OF SAID PLANS AND SPECIFICATIONS, AND ONE SET SHALL FORTHWITH BE RETURNED TO THE PERSON SUBMITTING THE SAME, AND THE OTHER SHALL BE RETAINED BY THE ARCHITECTURAL CONTROL COMMITTEE.

5. THE APPROVAL BY THE ARCHITECTURAL CONTROL COMMITTEE OF ANY PLANS OR SPECIFICATIONS SUBMITTED FOR

APPROVAL, AS HEREIN SPECIFIED, SHALL NOT BE DEEMED TO BE A WAIVER OF THE RIGHT TO OBJECT TO ANY OF THE FEATURES OR ELEMENTS EMBODIED IN SUCH PLAN OR SPECIFICATIONS IF AND WHEN THE SAME FEATURES OR ELEMENTS ARE EMBODIED IN ANY SUBSEQUENT PLANS OR SPECIFICATIONS SUBMITTED FOR APPROVAL FOR USE ON OTHER LOTS OR PLOTS.

6. AFTER SUCH PLANS AND SPECIFICATIONS AND OTHER DATA SUBMITTED HAVE BEEN APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, NO BUILDING, OUTBUILDING, GARAGE, FENCE, WALL, RETAINING WALL, OR OTHER STRUCTURE OF ANY KIND SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED OR MAINTAINED UPON SAID PROPERTY UNLESS THE SAME SHALL BE ERECTED, CONSTRUCTED, OR ALTERED IN CONFORMITY WITH THE PLANS AND SPECIFICATIONS, COLOR SCHEME, AND PLOT PLAN THERETOFORE APPROVED AS PROVIDED HEREIN. IF ANY BUILDING, OUTBUILDING, GARAGE, FENCE, WALL, RETAINING WALL OR OTHER STRUCTURE OF ANY KIND SHALL BE ERECTED, CONSTRUCTED, PLACED, ALTERED OR MAINTAINED UPON SAID PROPERTY, OTHER THAN IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, COLOR SCHEME AND PLOT PLAN THEREOF, APPROVED BY THE ARCHITECTURAL CONTROL COMMITTEE, SUCH ERECTION, CONSTRUCTION, PLACING, ALTERATION AND MAINTENANCE SHALL BE DEEMED TO HAVE BEEN UNDERTAKEN WITHOUT APPROVAL EVER HAVING BEEN OBTAINED AS REQUIRED BY THIS DECLARATION.

7. (A) AFTER THE COMPLETION OF ANY STRUCTURE OF ALTERATION, SUCH STRUCTURE OR ALTERATION SHALL BE DEEMED TO COMPLY WITH ALL OF THE PROVISIONS OF PARAGRAPH V, UNLESS NOTICE TO THE CONTRARY SHALL HAVE BEEN RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF SONOMA, OR LEGAL PROCEEDINGS SHALL HAVE BEEN INSTITUTED TO ENFORCE SUCH COMPLIANCE.

(B) IN THE EVENT THE ARCHITECTURAL CONTROL COMMITTEE SHALL FAIL FOR A PERIOD OF THIRTY (30) DAYS AFTER SUBMISSION TO APPROVE OR DISAPPROVE ANY PLANS, SPECIFICATIONS, COLOR SCHEME OR PLOT PLANS SUBMITTED TO IT FOR APPROVAL, THE SAME SHALL BE DEEMED TO HAVE BEEN APPROVED.

8. ANY AGENT OR DESIGNEE OF THE ARCHITECTURAL CONTROL COMMITTEE MAY AT ANY REASONABLE TIME ENTER AND INSPECT ANY BUILDING OR PROPERTY WHICH IS SUBJECT TO THIS DECLARATION, UNDER CONSTRUCTION OR ON OR IN WHICH SUCH AGENT OR OFFICER MAY BELIEVE THAT A VIOLATION OF THE COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES OR EASEMENTS IS OCCURRING OR HAS OCCURRED. REFUSAL TO PERMIT THE INSPECTION PERMITTED HEREIN AT ANY TIME WITHIN 30 DAYS AFTER REQUEST THEREFORE SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THIS DECLARATION.

9. Corporation may cause to be constructed upon lots located within said property, residential units and incidental related improvements, pursuant to said general plan. Notwithstanding any other provisions contained in this Declaration, said residential units and improvements shall irrevocably be deemed to have complied with, and to be in accordance with, all of the provisions of this Declaration, and no approval of the plans and specifications thereof shall be necessary or required.

VI

SETBACK AND FREE SPACES OF BUILDING

1. It is the intent of the Corporation in the development of the said property to control placement of each residential unit on a lot or plot with setbacks and free spaces so fixed with respect to said lot and group of lots in said property in such manner that the same will make the improvements on each lot, and in said property as a whole, most desirable and most attractive, and except as otherwise provided in subdivision (2) and (3) of this Paragraph VI it is desirable that the setbacks and free spaces so established and to be established by Corporation be maintained. Accordingly:

2. No fence, wall or similar structure shall be erected, constructed, placed or maintained, nor shall any hedge be grown, planted, or permitted to remain upon any lot or plot, or along any boundary line of any lot or plot which exceeds the following heights: Two (2) feet if situated within six (6) feet of the front lot line; or six (6) feet if situated more than six (6) feet to the rear of the said front line; nor shall any such structure or hedge be permitted to encroach upon street rights of way;

3. No building and no addition to any building, and no structure, hedge or object of any kind more than six (6) feet in height, excepting trees, shrubs, and plants, shall be erected, placed or maintained on any lot nearer than fifteen (15) feet to any side street line and fifteen (15) feet to any front street line. No fence, wall, hedge, shrub planting which obstructs sight lines at elevations between two and six feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such

INTERSECTIONS UNLESS THE FOLIAGE LINES IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES; THE ARCHITECTURAL CONTROL COMMITTEE MAY REQUIRE SETBACKS IN ADDITION TO THOSE PROVIDED FOR IN THIS PARAGRAPH.

4. NO BUILDING, EXCEPT THE DWELLING AND ATTACHED GARAGE ORIGINALLY CONSTRUCTED AND ALSO EXCEPTING A DETACHED GARAGE OR OTHER OUTBUILDING LOCATED FIFTY-FIVE (55) FEET OR MORE FROM THE FRONT LOT LINE, SHALL BE CONSTRUCTED, ERECTED OR MAINTAINED ON ANY LOT NEARER THAN FIVE (5) FEET TO ANY INTERIOR SIDE LOT LINE;

5. ANYTHING IN THIS PARAGRAPH VI TO THE CONTRARY NOTWITHSTANDING, IN THE EVENT ONE LOT AND THE WHOLE OR A PORTION OF A CONTIGUOUS LOT, ALL IN ONE OWNERSHIP, SHALL BE USED AS ONE BUILDING SITE FOR ONE RESIDENCE BUILDING AND ITS APPURTENANT OUTBUILDINGS PERMITTED BY THIS DECLARATION, THEN WHILE SO OWNED AND USED THE SIDE LINES AND REAR LINE OF SUCH SITE SHALL, FOR THE PURPOSES OF THIS PARAGRAPH VI, BE DEEMED TO BE THE SIDE LOT LINES AND THE REAR LOT LINES OF SUCH SITE.

6. NO SIDEWALK, WALKWAY, PATH, TRAIL OR OTHER SIMILAR STRUCTURE SHALL BE CONSTRUCTED PARALLELING OR EXTENDING ALONG THE SIDE OR FRONT LOT OR PLOT LINE OF ANY LOT, PLOT, OR SITE; NO SUCH STRUCTURE SHALL EXTEND FROM ONE SIDE LOT LINE TO THE OTHER SIDE LOT LINE OF ANY LOT; PLOT OR SITE BETWEEN THE PRINCIPAL DWELLING AND THE FRONT OR SIDE LOT LINE. NOTHING HEREIN SHALL PREVENT THE CONSTRUCTION OF A WALK, WALKWAY, PATH OR DRIVEWAY FROM THE FRONT LOT LINE LEADING TO SAID DWELLING OR GARAGE, OR FROM THE DRIVEWAY LEADING TO SAID DWELLING.

VII

LOTS

1. NOT MORE THAN ONE DWELLING HOUSE AND GUEST HOUSE, THE LATTER WHICH SHALL NOT BE FOR RENT, SHALL BE ERECTED, CONSTRUCTED OR MAINTAINED UPON ANY ONE LOT, OR UPON ANY BUILDING SITE CONSISTING OF A LOT AND A PORTION OF A CONTIGUOUS LOT IN THE SAME OWNERSHIP.

2. NO LOT MAY BE RE-SUBDIVIDED INTO A SMALLER AREA THAN THAT SHOWN AND DELINEATED ON THE ABOVE-REFERRED TO MAP.

VIII

AREA OF IMPROVEMENTS AND CONSTRUCTION MATERIALS

1. The ground floor area of the main structure or dwelling house on any lot or plot exclusive of one-story open porches and garages, shall be not less than 1500 square feet in area for a one-story dwelling, nor less than 1000 square feet for a dwelling of more than one story. It is the intention and purpose of this covenant to insure that all dwellings shall be of a quality of workmanship and material substantially the same, as or better than that which can be produced on the date of recordation hereof, at the minimum cost stated herein for the minimum permitted dwelling size.

2. Unless and until written authorization shall be obtained from the architectural control committee, no dwelling house, outbuildings, garage or other structure on said property shall be constructed of any material except new material.

IX

REMOVAL OF TREES

1. The architectural Control Committee shall have the right at any time, and from time to time, at its own cost, to cut and remove any trees on any lots, plots, or other portion of the property, or remove or trim the branches of any trees located thereon, if it deems it desirable to do so for the benefit of the other lots in said property, or for the general benefit of said property. Refusal to permit the Architectural Control Committee so to do at any time within 30 days after request so to do constitutes a breach of this Declaration.

2. The Architectural Control Committee may require the owner of any lot, or the purchaser of any lot under a contract of sale from Declarant, or his successors or assigns, to cut and remove any trees or any branches of any trees or shrubs which in the opinion of this Committee are dangerous to adjoining property, or the streets shown on said map, or bordering thereon, or any hedges which shall be maintained in violation of the provisions of Paragraph VI hereof. If such owner or purchaser shall fail so to do within ten (10) days after written notification from the Architectural Control Committee, then the Architectural Control Committee may cut and remove such trees or branches or branches or make

SUCH HEDGES CONFORM TO THE PROVISIONS OF PARAGRAPH VI HEREOF AND SUCH OWNER OR SUCH PURCHASER BY ACCEPTING A CONVEYANCE OF ANY LOT, OR ENTERING INTO A CONTRACT OF PURCHASE THEREOF, AGREES TO REIMBURSE THE ARCHITECTURAL CONTROL COMMITTEE UPON DEMAND, FOR ALL MONEYS SO EXPENDED BY IT.

X

STREETS, EASEMENTS, RESERVATIONS
AND RIGHTS OF WAY

1. NO TITLE TO LAND IN ANY STREET IS INTENDED TO BE CONVEYED, OR SHALL BE CONVEYED TO THE GRANTEE UNDER ANY DEED, OR TO THE PURCHASER, UNDER ANY CONTRACT OF PURCHASE, UNLESS EXPRESSLY SO PROVIDED IN SUCH DEED OR CONTRACT OF PURCHASE.

2. EASEMENTS, RESERVATIONS AND RIGHTS OF WAY AS SHOWN ON SAID MAP SHALL BE AND ARE, RESERVED ON AND ACROSS SAID PROPERTY FOR THE ERECTION, CONSTRUCTION AND MAINTENANCE OF

(A) POLES, WIRES AND CONDUITS FOR THE TRANSMISSION OF ELECTRICITY, POWER, LIGHTING, TELEPHONE AND OTHER PURPOSES, PIPES AND MAINS FOR WATER, GAS AND HEATING, AND FOR NECESSARY ATTACHMENTS IN CONNECTION THEREWITH;

(B) PUBLIC AND PRIVATE SEWERS, STORM DRAINS AND LAND DRAINS;

(C) ANY OTHER METHOD OF CONDUCTING OR PERFORMING ANY PUBLIC OR QUASI-PUBLIC UTILITY, FUNCTION, OR USE BENEATH THE SURFACE OF THE GROUND.

XI

SIGNS

1. NO SIGN OF ANY KIND SHALL BE DISPLAYED TO THE PUBLIC VIEW ON ANY LOT OR PLOT, OR ON OR IN ANY STRUCTURE EXCEPT ONE PROFESSIONAL SIGN OF NOT MORE THAN ONE (1) SQUARE FOOT IN SIZE OR ONE SIGN OF NOT MORE THAN FIVE (5) SQUARE FEET IN SIZE ADVERTISING THE PROPERTY FOR SALE OR RENT, OR SIGNS USED BY THE CORPORATION OR ANY OTHER BUILDER TO ADVERTISE THE PROPERTY DURING THE ORIGINAL CONSTRUCTION AND SALES PERIOD.

2. Notwithstanding anything contained in the foregoing Paragraph 1 of this Paragraph XI, no sign advertising property for sale shall be displayed on any lot or plot or on or in any structure at any time during a period of one (1) year following the original purchase thereof, unless notice in writing shall be given to MONTECITO DEVELOPMENT CORPORATION, 2500 Montecito Avenue, Santa Rosa, California, or at such other location as above-named may hereinafter designate by writing filed on record in the Office of the County Recorder of Sonoma County, California.

XII

SCOPE, DURATION OF COVENANTS, RESTRICTIONS, RESERVATIONS, SERVITUDES, EASEMENTS, LIENS AND CHARGES

1. All of the covenants, restrictions, reservations, servitudes, easements, liens and charges set forth in this Declaration are imposed upon said property for the direct benefit thereof and of the owners thereof as a part of the general plan of development, improvement, building, equipment and maintenance of said property. Each owner or purchaser under a contract of sale or agreement of purchase, by accepting a Deed of Contract of Sale or Agreement of Purchase, accepts the same subject to the covenants, restrictions, reservations, servitudes, easements, liens and charges set forth in this Declaration, and agrees to be bound by each such covenants, restrictions, reservations, servitude, easement, lien and charge. Said covenants, restrictions, reservations, servitudes, easements, liens and charges shall run with the land and continue to be in full force and effect, except as hereinafter provided, until the first day of September, 1993.

2. Said covenants, restrictions, servitudes, easements, liens and charges, as are in force on said first day of September, 1993 shall be continued automatically and without further notice from that time for a period of ten (10) years and thereafter for successive periods of ten years (10) each, without limitation, unless within six (6) months prior to the expiration of any successive ten (10) year period thereafter, a written agreement executed by the then record owners of more than fifty percent (50%) of the total number of lots then subject to the Declaration shall be placed on record in the office of the County Recorder of Sonoma County, California, in which agreement any of the covenants, restrictions, reservations, servitudes, easements, liens or charges may be changed, modified, waived or extinguished in whole or in part as to all or any part of the property then subject thereto in the manner and to the extent therein provided.

3. In the event that any such written agreement of change or modification be fully executed and recorded, the original covenants, restrictions, reservations, servitudes, easements, liens and charges, as therein modified shall continue in force for successive periods of ten (10) years each, unless and until further changes, modified or extinguished, in the manner herein provided.

4. Damages are hereby declared not to be adequate compensation for any breach of the covenants, restrictions, reservations, servitudes, or easements of this Declaration, but such breach and the continuance thereof may be enjoined, abated and remedied by appropriate proceedings by the Corporation, or by an owner of any other lot in said property.

XIII

CANCELLATION AND ANNULMENT OF RESTRICTIONS AND CHARGES

At any time after the first day of September, 1993, the owners of record of lots in the property who hold not less than seventy-five percent (75%) of such lots then subject to this Declaration on which dwelling houses are then located may change, modify, cancel and annul with respect to the property then subject to this Declaration all of any of the covenants, restrictions, reservations, servitudes, easements, liens and charges contained in this Declaration, by an instrument in writing by said owners, which shall be acknowledged by them so as to entitle it to record, and be recorded in the Office of the County Recorder of Sonoma County, State of California.

XIV

ENFORCEMENT

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

XV

RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Corporation, or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns, and failure by Corporation, or by any other property owner, or their legal representatives, heirs, successors or assigns, at any time to enforce any of such covenants, restrictions, reservations, servitudes, easements, liens or charges herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise

XVI

ASSIGNMENT OF POWER

IN THE EVENT CORPORATION SHALL CONVEY ALL OF ITS RIGHT, TITLE AND INTEREST IN AND TO THE REAL PROPERTY DESCRIBED IN PARAGRAPH I HEREOF AND SHALL ASSIGN ALL OF ITS RIGHT, POWERS AND PRIVILEGES UNDER THIS CORPORATION TO ANOTHER AND SUCH OTHER SHOULD BY INSTRUMENT IN WRITING DULY EXECUTED, ACKNOWLEDGED AND RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SONOMA COUNTY, ACCEPT SUCH CONVEYANCE AND ASSUME AND AGREE TO BE BOUND BY EACH AND ALL OF THE OBLIGATIONS AND DUTIES HEREBY IMPOSED UPON THE CORPORATION, THEN AND IN SUCH EVENT CORPORATION SHALL BE RELIEVED OF THE PERFORMANCE OF ANY FURTHER DUTY OR OBLIGATIONS HEREUNDER, AND SUCH OTHER SHALL SUCCEED TO ALL OF THE RIGHTS, POWERS, RESERVATIONS, OBLIGATIONS AND DUTIES AS THOUGH SUCH OTHER HAD ORIGINALLY BEEN NAMED HEREIN AS CORPORATION INSTEAD OF CORPORATION.

XVII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

THE MARGINAL NOTES AND HEADINGS AS TO THE CONTENTS OF PARTICULAR PARAGRAPHS ARE INSERTED ONLY AS A MATTER OF CONVENIENCE AND FOR REFERENCE, AND IN NO WAY ARE, OR ARE THEY INTENDED TO BE, A PART OF THIS DECLARATION, NOR ARE THEY INTENDED IN ANY WAY TO DEFINE, LIMIT OR DESCRIBED THE SCOPE OR INTENT OF THE PARTICULAR SECTION OR PARAGRAPH TO WHICH THEY REFER.

XVIII

THE VARIOUS PARTS OF THIS DECLARATION ARE SEVERABLE

IN THE EVENT ANY PARAGRAPH, SUBDIVISION, TERM, PROVISION OR PART OF THIS DECLARATION SHALL BE ADJUDICATED BY FINAL JUDGMENT OF ANY COURT OF COMPETENT JURISDICTION TO BE INVALID, OR UNENFORCEABLE, THEN DISREGARDING SUCH PARAGRAPH, SUBDIVISION TERM, PROVISION OR PART OF THIS DECLARATION SO ADJUDICATED TO BE INVALID OR UNENFORCEABLE, THE REMAINDER OF THIS DECLARATION, AND EACH AND ALL OF ITS TERMS AND PROVISIONS NOT SO ADJUDICATED TO BE INVALID OR UNENFORCEABLE, SHALL REMAIN IN FULL FORCE AND EFFECT, AND EACH AND ALL OF THE PARAGRAPHS, SUBDIVISIONS, TERMS, PROVISIONS OR PARTS OF THIS DECLARATION ARE HEREBY DECLARED TO BE SEVERABLE AND INDEPENDENT OF EACH OTHER.

XIX

TIME IS OF THE ESSENCE

TIME IS OF THE ESSENCE HEREOF AND ANY INDIVIDUAL WAIVER OF TIME IN ANY INSTANCE SHALL NOT CONSTITUTE ANY SUBSEQUENT WAIVER OF THIS PROVISION.

From: [Tom Schiff](#)
To: [CityCouncilListPublic](#)
Subject: [EXTERNAL] Letter to Editor -- PD
Date: Monday, July 24, 2023 9:53:13 AM

Neighborhood upended

EDITOR: My wife and I purchased our dream retirement home in Santa Rosa in 2017. It was destroyed in the Tubbs Fire. We worked hard and spent several hundred thousand dollars of our retirement savings to rebuild. We were proud to help our community recover from that devastating wildfire. When we finally moved back into our home in April 2019, we found ourselves surrounded on three sides by non-hosted short-term rentals.

Now, rather than enjoying leisurely weekends in our rebuilt home we dread weekends. That's when a new batch of strangers come for days of fun and frolic with all the associated partying, loud music and disturbances that create anxiety for my wife and me. These renters don't respect the peace and tranquillity of our neighborhood because they're just here for a good time.

Nobody anticipated the damage that unrestrained growth of non-hosted short-term rentals would inflict upon our community. The City Council must begin the process of undoing some of the damage it has allowed to occur.

Non-hosted short-term rentals are unattended and unsupervised commercial

enterprises operating in our neighborhoods, and they are destroying our community. They need to be banned in residential zones.

ERICH RAIL

Santa Rosa

Thomas E. Schiff

[REDACTED]

Santa Rosa, CA 95404

[REDACTED]

From: [David Long](#)
To: [Hartman, Clare](#)
Cc: [Meads, Shari](#); [Jones, Jessica](#); [Dunston, Daryel](#); [CityCouncilListPublic](#)
Subject: [EXTERNAL] amended form of Short-Term Rental Ordinance for second reading at 7/25 Council Meetingnew Ordinacsecond reading of Short-term
Date: Friday, July 21, 2023 5:02:01 PM

Hi Clare,

I am addressing this to you since your name appears on the staff report that is in the agenda packet for the subject item; however, the others copied on this email have played a much more visible and prominent role in this process and are likely to be the ones to take action in response.

On June 6, 2023 Council passed a multi-faceted motion directing staff to do several things associated with the Ordinance. That meeting was long and the discussions took several confusing turns. With only the following exceptions, the staff report and modified Ordinance do a good job of implementing Council's direction

1. The affidavit requirement for Hosted Short-term Rentals
2. An inaccurate and overly general reference to the upcoming Council workshop regarding a potential ballot measure.

Because a solution to No. 1 is a bit more involved, I will address these items in reverse order.

For Item No. 2, staff is downplaying the primary topic that will be discussed in the workshop. The Council's adopted motion included holding a workshop to discuss placing a measure on the ballot for a standard election in either March or November 2024 asking the voters if they want to **prohibit Non-Hosted Rentals in residential neighborhoods (zoning districts)**. Please correct the statement in the Executive Summary portion of the Staff Report to reflect the true, specific workshop purpose. This was an important addition to the motion, especially for its proponent, Councilmember Fleming, and the residents of Districts 3 & 4, so whenever stated for the record, it should be accurately done.

For Item No. 1 the Ordinance needs further revision to achieve the Council's direction requiring each Hosted Rental Owner to submit an affidavit that they "live on site." This is a very loose requirement that needs tightening. The Council's motion and discussions leading to the adoption of the motion clearly intended the affidavit to certify that the Hosted Rental is the owner's Principal Residence or Primary Residence (these two terms are used interchangeably in various contexts). To achieve this, the Ordinance needs the following adjustments:

- Add to Section 20-48.030 the definition "Principal Residence. The place where one resides for more than one-half of the year."
- Revise Section 20-48.030(G) to read "Hosted Rental Short-Term Rental. A Short-Term Rental where the Owner lives and sleeps in a Dwelling Unit on the property throughout the Short-Term Rental period that is the Owner's Principal Residence."
- Revise Section 20-48.040(B)(1)(d) to read, "...documenting that the Owner lives and sleeps in a Dwelling Unit on the property throughout the Short-Term Rental period that is the Owner's Principal Residence, as defined in Section 20-48.030(add new paragraph designation)."
- Add a new paragraph, 20-48-040(B)(1)(e) that reads "The Owner's Principal Residence shall be established by 1) A driver's license or California state identification card; and 2)

Voter registration, federal tax return (redacted as necessary), or proof of school enrollment for a dependant child, each of which show the Owner's name and Principal Residence address.

- The City should prepare a form of affidavit that is used by all Hosted Rental Owners.

Thank you,
David Long



July 24, 2023

MEMORANDUM

To: Mayor and Members of Council

From: Clare Hartman, Planning and Economic Development Director

CC: Maraskeshia S. Smith, City Manager

Subject: Short-Term Rentals Ordinance – Second Reading (part 2 of 2)

On July 21, 2023, the City received an e-mail from David Long requesting several changes to the draft Short-Term Rentals Ordinance related to the requirement for an affidavit for Hosted Short-Term Rental Permits. On June 6, 2023, Council directed staff to include language in the draft Ordinance requiring the submittal of an affidavit certifying that the Host is the owner of the residence and that they will live on site. Below are the changes that Mr. Long has requested, along with a response to each:

- Add to Section 20-48.030 the definition "Principal Residence. The place where one resides for more than one-half of the year."

Response: It is not necessary for the property to be the hosts "principal residence". As defined, a host must be the owner of record of the property and, as the owner of record, they are required to live on site throughout the short-term rental period (see definitions below).

Draft Ordinance Section 20-48.030(F) defines "Host" as follows: ***"A natural person or persons who is/are the owner of record of residential real property, as documented by a deed or other such evidence of legal ownership, who offers their residence, or a portion thereof, as a Short-Term Rental. Host includes a personal or family trust whose beneficiaries consist solely of natural persons, but does not include residences or condominiums owned as a timeshare, limited liability partnership, corporation, or other business entity, or any fractional ownership of six or more interests. Host is synonymous with Owner and Operator."*** (emphasis added)

Draft Ordinance Section 20-48.030(G) defines "Hosted Short-Term Rental" is as follows: ***"A Short-Term Rental where the Host lives and sleeps in the Dwelling Unit or lives and sleeps in another legal Dwelling Unit on the same parcel throughout the Short-Term Rental period. Hosted Short-Term Rentals shall be allowed only in the primary residence on any property containing more than one legal Dwelling Unit except where allowed in an ADU pursuant to Section 20-48.040(A)(4)(b)."*** (emphasis added)

Draft Ordinance Section 20-48.040(B)(1)(d), Hosted Short-Term Rental Application Affidavit, states the following: ***"All applications for a Hosted Short-Term Rental Permit shall require the submittal of an affidavit documenting that the Host lives and sleeps in the Dwelling Unit or lives and sleeps in another legal Dwelling Unit on the same parcel throughout the Short-Term Rental period, as defined in Section 20-48.030(G)."*** (emphasis added)



- Revise Section 20-48.030(G) to read "Hosted Rental Short-Term Rental. A Short-Term Rental where the Owner lives and sleeps in a Dwelling Unit on the property throughout the Short-Term Rental period that is the Owner's Principal Residence.

Response: The draft Ordinance requires that the owner live and sleep on site; it is not necessary for the property to be the hosts "principal residence".

- Revise Section 20-48.040(B)(1)(d) to read, "...documenting that the Owner lives and sleeps in a Dwelling Unit on the property throughout the Short-Term Rental period that is the Owner's Principal Residence, as defined in Section 20-48.030(add new paragraph designation).

Response: Same response as above.

- Add a new paragraph, 20-48-040(B)(1)(e) that reads "The Owner's Principal Residence shall be established by 1) A driver's license or California state identification card; and 2) Voter registration, federal tax return (redacted as necessary), or proof of school enrollment for a dependent child, each of which show the Owner's name and Principal Residence address.

Response: Staff has determined that documentation such as voter registration, federal tax return or proof of school enrollment is not necessary. As a "host" the draft Ordinance requires documentation by "a deed or other such evidence of legal ownership".

- The City should prepare a form of affidavit that is used by all Hosted Rental Owners.

Response: This is not necessary for the draft Ordinance. An affidavit will be developed in consultation with the City Attorney's Office and will be required for all Hosted Short-Term Rental applications.

From: [Sonoma County Coalition of Hosts](#)
To: [City Council Public Comments](#)
Subject: [EXTERNAL] City Council Agenda Item 12.5 July 25, 2023
Date: Monday, July 24, 2023 3:45:53 PM
Attachments: [image.png](#)



Dear Mayor and Santa Rosa City Council Members,

On behalf of our Santa Rosa hosts, restaurants, and all small businesses in the city, heartfelt thanks to you all and to the Santa Rosa Planning Department staff who have worked so hard to make these Short-Term Rental Regulations a reality.

We wanted to highlight a few places we believe the legislation could be improved.

1. **TOT FINES:** Fines already exist in the code for non-payment of TOT/BIA by the city revenue office. These should be left as they are. We do believe that there should be a fine structure for people operating without a permit and for those who have never paid their TOT/BIA.
2. **REVOCATION:** We do not support revoking permits for violators forever. We do support suspending permits for at least 12 months from the third violation so that permit holders can renew when their suspension period is up. Additionally, we do not believe that administrative violations, such as advertising and listing requirements, should count toward the three strikes to have your permit revoked.
3. **DAYTIME GUESTS:** The ordinance still only allows half of your overnight capacity to visit during the day and must leave by 9 p.m. . So, if you have a one bedroom hosted rental, that would allow only one person to visit during the day. This means that if a couple renting a one bedroom STR has another couple over for lunch, they are in violation of the law. Additionally, to make people leave at 9 p.m. seems unfair. Why not have people be allowed to stay for dinner and have them leave at 10 p.m. when the city noise ordinance takes effect?
4. **APPEALS:** Ten days to appeal a denial of a permit is unfair and too short. While the city takes more than 6 months or longer to consider permit applications, and does not make staff readily available for in-person meetings, families need more time to consider whether mounting an appeal is worth their time and resources. Their ability to research their grounds for appeal and discuss with relevant professionals is

greatly curtailed.

5. **CODE ENFORCEMENT:** Code enforcement, fire, police, or building personnel may request an inspection of your home (hosted and non-hosted) at any time. Is this legal? How does this not cross with guests' right to privacy?

We thank you for your consideration on these issues as we finalize this important STR legislation.

Sincerely,

Sonoma County Coalition of Hosts