

As a resident of Pine Mountain Estates in Willits, CA, I am concerned about the large scale cannabis growing on some of the parcels in my neighborhood. It is my understanding some of these have applied for permits. There are Covenants, Conditions and Restrictions (CC&R's) in our neighborhood that preclude commercial agriculture among other activities. I have attached a copy of our recorded CC&R's for your use. These CC&R's were put in place to keep our rural neighborhood a safe and enjoyable place to live and raise our children. It is not ag land or industrial land or commercial property. We have limited water. The CC&R's preclude a resident from drilling a well as there is a mutual water company that provides water. But being on a mountain, water is a limited resource that cannot be used for commercial agriculture and still provide adequate water for health and safety to the residents. It is a high fire danger area. It is no place for any commercial activity whatsoever, particularly one that impacts the neighbors as much as a large grow does. The County must be aware of these restrictions BEFORE accepting applications for cultivation permits on parcels in the Pine Mountain Estates. These CC&R's run with the property and are discoverable in a Title search. I would imagine there are CC&R's in many of the subdivisions in the area and the County should be aware of them or they will find themselves in a lawsuit. To grant a cannabis cultivation permit to ANY parcel in the Pine Mountain Estates is in clear violation of our CC&R's.

Thank you,

Angela Herman

Return to:

PINE MOUNTAIN *CC + R'S*  
PROPERTY OWNERS' ASSOCIATION

P.O. Box 121  
Willits, CA. 95490.

RECORDED AT REQUEST OF

*Nadine West*

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OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.

*Wila Richardson*  
RECORDER

COMPARET

*AW CC + R'S*

AMENDED AND REVISED DECLARATION OF RESTRICTIONS,  
CONDITIONS, COVENANTS AND AGREEMENTS AFFECTING  
REAL PROPERTY KNOWN AS PINE MOUNTAIN ESTATES UNIT  
#1, MENDOCINO COUNTY, CALIFORNIA, UNIT #2, UNIT #3,  
and UNIT #4, PINE MOUNTAIN ESTATES, MENDOCINO COUNTY, CA.

Revised declaration made on the 21st day of October, 1980 by the  
Pine Mountain Property Owners' Association, of that certain Declaration of  
Restrictions recorded on Sept. 23, 1964 in Book 670, P. 446 of Official Record  
of Mendocino County and all those subsequent amendments thereto now of record  
in the office of Historical background: the County Recorder of Mendocino  
County.

McKee & Sons, Inc. ("Developer"), having been the owner in fee  
simple absolute of a tract of land situated in Mendocino County,  
State of California, and delineated on that certain map entitled  
Pine Mountain Estates #1, recorded on the 23rd day of September,  
1964, in Book 670, at Page 446 of Official Records of Mendocino  
County, California, which map is by this reference incorporated  
herein, and shall hereinafter be called "the map."

Developer proposed to sell lots 1 through 10 of Block 1, lots  
1 through 19 of Block 2, lots 1 through 21 of Block 3 and lots 1  
through 32 of Block 4, shown on the map, and Developer desired to  
subject such property to certain restrictions, conditions, covenants  
and agreements between Developer and the several purchasers of such  
lots and between the several purchasers of such lots as between  
themselves, as hereinafter set forth.

NOW, THEREFORE, Developer declared that lots 1 through 10  
of Block 1, lots 1 through 19 of Block 2, lots 1 through 21 of  
Block 3, and lots 1 through 32 of Block 4, all inclusive, shown on  
the map are held and shall be sold, conveyed, leased, occupied,  
resided upon, hypothecated and held subject to the following  
restrictions, conditions, covenants and agreements between Developer  
and the several owners and purchasers of such lots, and between the  
several owners and purchasers of such lots as between themselves,  
their heirs, successors and assigns:

Tract #2, map recorded 4-18-66, map case 2, drawer 5, P. 25. Declaration  
of Restrictions Book 714, P. 356, Official Records.

Tract #3, map recorded 4-4-67, Map case 2, Drawer 8, P. 38. Declaration  
of Restrictions, Book 737, P. 248, Official Records.



AMENDED AND REVISED  
DECLARATION OF RESTRICTIONS, CONDITIONS,  
COVENANTS AND AGREEMENTS AFFECTING REAL  
PROPERTY KNOWN AS PINE MOUNTAIN ESTATES  
UNIT #3, MENDOCINO COUNTY, CALIFORNIA.

Revised declaration made on the 21st day of October, 1980,  
by Pine Mountain Property Owners' Association.

HISTORICAL BACKGROUND:

McKee & Sons, Inc. ("Developer"), having been the owner in fee simple absolute of a tract of land situated in Mendocino County, State of California, delineated on that certain map entitled "Pine Mountain Estates, Unit Three Tract 97," which map is by this reference incorporated herein, and shall hereinafter be called "the map."

Developer proposed to sell lots 1 through 18 shown on the map, and Developer desired to subject such property to certain restrictions, conditions, covenants and agreements between Developer and the several purchasers of such lots and between the several purchasers of such lots as between themselves, as hereinafter set forth.

Now, therefore, Developer declared that lots 1 through 18 all inclusive, shown on the map, are held and shall be sold, conveyed, leased, occupied, resided upon, hypothecated and held subject to the following restrictions, conditions, covenants and agreements between Developer and the several owners and purchasers of such lots, and between the several owners and purchasers of such lots as between themselves, their heirs, successors and assigns:

1. All of the restrictions, conditions, covenants and agreements contained in this declaration are made for the direct and mutual and reciprocal benefit of each and every lot shown on the map, and are intended to create reciprocal rights and obligations between the respective owners of all of the lots shown on the map, and are intended to create a privity of contract and estate between and among the grantees of such lots, their heirs, successors and assigns, and shall, as to the owners of each lot shown on the map, his heirs, successors and assigns, operate as covenants running with the land for the benefit of all other lots shown on the map.

2. Term of Restrictions, Amending, Voting. Each restriction, condition, covenant and agreement contained in this declaration shall continue in full force and effect until the first day of January, 1984, at which time they shall be automatically extended for successive periods of ten (10) years unless a majority of the then record owners of the lots shown on the map vote to change the same, in whole or in part. In voting pursuant to this paragraph, each lot shown on the map shall have one vote apportioned to it, and the action resulting from such vote shall be evidenced by a written instrument signed and acknowledged by the record owners of a majority of the lots shown on the map, and recorded in the County Recorder's Office of the County of Mendocino, California.



3. Architectural Supervising Committee. There is and shall be an architectural supervising committee consisting of three members, and shall hereinafter be called "the architectural committee." Such committee shall have all the powers and functions granted to it elsewhere in this declaration, and in addition thereto, shall pass upon, approve or reject any plans or specifications for structures to be erected on the lots shown on the map, so that all structures to be erected shall conform to the restrictions and general plan of the Developer and of the architectural committee, for the improvement and development of all such lots. Nothing in this paragraph shall be construed as authorizing or empowering the architectural committee to change or waive any restriction set forth in this declaration except as herein specifically provided. The architectural committee may act by any two of its members, and any authorization or approval of or made by such committee must be in writing and signed by at least two members thereof.

4. Property Owners' Association. A non-profit corporation, without capital stock, or some other form of association, to be known as Pine Mountain Property Owners' Association, or a similar name, will be organized under the laws of the State of California by the Developer before the Developer has sold all of the lots shown on the map. Every person who acquires record title to any lot or lots shown on the map shall by such act be eligible for membership in Pine Mountain Property Owners' Association.

(a). Expenses, if any, incident to the enforcement of the conditions, restrictions, covenants and charges contained in this declaration;

(b). Office expenses incident to the conduct of the business of such association; and

(c). Such other association expenses and charges as the articles of incorporation or by-laws of the association, as the same may be amended from time to time, may specify.

All assessments and charges levied by such association shall be set in a manner and amount to be determined by such association.

5. Voting in Association. Each lot shown on the map, and each lot in any further Pine Mountain Subdivision as hereinafter referred to, shall have one vote apportioned to it, which vote may be cast only by the record owner or owners of such lot, as paid members of Pine Mountain Property Owners' Association.

6. Pets, Horses, Animals, etc. No animals, other than a reasonable and usual number of household pets, shall be kept on any of the lots shown on the map, except as hereinafter specified. The owner of any of the lots shown on the map has the right to keep and maintain a reasonable number of horses, poultry, rabbits or other animals as pets, provided the same are not kept and maintained for commercial purposes. Horses may be ridden only upon the property of the owner of such horse or horses, on trails designated by the architectural supervising committee, and on such other property as is permitted by the owner.



7. Hunting. No hunting shall be done or permitted on any of the lots shown on the map.

8. Bodies of Water, Maintenance and Swimming. In the event any lot shown on the map at any time hereafter abuts on a lake, stream or other body of water, the owner or owners of such lot shall not permit the shoreline of such body of water to be maintained in an unclean or unsanitary condition or permit such shoreline to become a nuisance.

9. Signs. No signs shall be displayed on any of the lots shown on the map, except as follows: The name of any home owner and the name and profession of any professional person who is a home owner may be displayed upon or in front of his dwelling house on a sign not exceeding 200 square inches in size and there may also be displayed upon such lot a sign not exceeding 18 inches by 24 inches advertising the fact that such lot or dwelling house situated thereon is for sale or lease.

10. Parking of Vehicles. No vehicle owned or maintained by the owner of any of the lots shown on the map, his guests, agents or employees, shall be parked, under normal circumstances, upon the roads or streets shown on the map.

11. Excavating. No excavation of or for stone, gravel, earth, sand or minerals of any kind or nature shall be made on any of the lots shown on the map, unless such excavation is made in connection with the erection of a building or structure on such lot.

12. Rubbish, Garbage and Burning Control. No rubbish or garbage shall be stored or allowed to accumulate on any of the lots shown on the map except in receptacles approved by the architectural committee for a period of not more than one week. No burning of rubbish, trash or garbage shall be done on any of the lots shown on the map unless it is done in full compliance with the laws and ordinances in effect in the County of Mendocino.

13. Liquor Restrictions. No intoxicating beverages of any kind or nature shall be distilled, manufactured, bottled, vended, sold or traded on any lot shown on the map.

14. Drilling of Wells, Water Systems. No well for the production of, or from which there is produced, oil or gas or any other mineral substance (excluding water for private consumption on the lot on which such well is dug) shall be dug or operated on any such lots, except that the Pine Mountain Mutual Water Company may dig, operate and maintain a well or wells on lots owned by said water company for the purpose of furnishing water for domestic use to such persons and on such conditions as are determined by the Pine Mountain Mutual Water Company.

In the event the Pine Mountain Mutual Water Company makes a water supply available to any of the lots shown on the map from any source whatsoever, then the owners of such lots, and each of them, shall supply and install at their own expense all extension lines connecting with such water supply at the property line of each such lot, and each such owner shall supply and install a meter of such design and at such location as may be approved by the Pine Mountain Mutual Water Company.



15. Resubdivision of Lots. The lots shown on the map may not be resubdivided. Pine Mountain Estates recorded zoning by law is Residential Estates Special Building Site - to size (RE-B to size). In 1980 Mendocino County's General Plan further designates Pine Mountain Estates as 5-acre Rural Residential.

16. Type and Use of Structure. No building, or other structure, shall be commenced, erected or maintained on any lot or lots shown on the map, until the design and class of materials to be used shall have been submitted to, and approved in writing by, the architectural committee. The materials filed with the architectural committee for approval shall include a floor plan, a perspective sketch or simple front and side elevations, and construction details for foundation, sills, size and spacing of floor joists, framing, roof pitch, size and spacing of rafters, electrical wiring and flue construction. In reviewing such materials, the committee will consider with favor simplicity, good proportion and an appearance of naturalness with regard to the surrounding terrain and vegetation. All plans submitted to the committee must be accompanied by such building permits and/or licenses as may then be required by ordinance or statute then in effect.

No structure on any lot shall be used for any purpose other than a dwelling house, guest house or appurtenant outhouse, private boat house, or private float, and more particularly, and with the intent of limiting the foregoing restrictions, no store, flat, double house, radio tower, hotel or apartment house shall be built or placed upon such property, nor shall any trade, business, manufacture, nor any filling station, garage or repair shop of any kind, school, sanitarium, hospital, commercial gardening, dairy, animal or poultry raising, to be carried on or conducted for commercial purposes on such property, or any part thereof.

No dwelling house shall be erected, placed or maintained on any lot, or any portion thereof, which shall have a floor area, exclusive of garage, basement, patios and covered porches, of less than 800 square feet; provided, however, that the architectural committee may approve a dwelling of lesser floor area if in the opinion of such committee the architectural design of said dwelling or the terrain of the building site warrants such approval.

Subject to all restrictions set forth elsewhere in this declaration, and particularly the provisions of paragraph 18, a record owner of a lot or lots shown on the map may use such lot or lots for short periods of camping for himself and for the members of his immediate family and a reasonable number of guests. No other temporary structures are permitted on any lot or lots shown on the map.

#### AMENDMENT TO PARAGRAPH 16, TYPE AND USE OF STRUCTURES.

The provisions of paragraph 16 are amended to permit the installation and maintenance of a single 20 foot wide house-trailer on Lot 1 of Block 1 and Lots 11, 27, 28, 29, 30, 31 and 32 of Block 4, Pine Mountain Estates #1, at such location as is approved in writing by the Architectural Committee. Any and all additions or improvements to the aforementioned housetrailer must be approved in writing by the Architectural Committee as to location and design prior to construction thereof.



17. Diligence in Building. When the erection of any residence or other structure is once begun, work thereon must be prosecuted diligently and it must be completed within a reasonable time.

18. Septic Tanks. Each lot owner shall dispose of sewage by means of a septic tank constructed on his lot at his own expense, unless a district is formed or some other municipal facility is provided for the disposal of sewage. The location, design, size, construction and maintenance of such tank shall comply with all ordinances, rules, regulations and requirements of the Mendocino County Health Department and of any other public body having jurisdiction thereof.

19. Electrical wiring. All wiring for electricity and telephone on each lot shall be installed and maintained by the lot owner and shall comply with all laws, ordinances and statutes which may then be in effect governing such installation.

20. Set-backs. No building shall be located on any lot shown on the map less than 20 feet from any street located adjacent to such lot, and no building shall be located on any lot shown on the map less than ten feet from the common boundary line with any adjoining lot, unless otherwise designated on the map.

21. Easements. As shown on the map.

22. Acceptance of Restrictions. All purchasers of lots shown on the map shall, by acceptance of a contract or deed for any lot or lots shown thereon, or any portion thereof, be deemed to have consented and agreed to all restrictions, conditions, covenants and agreements set forth herein.

23. Invalidity. It is expressly agreed that in the event that any covenant or condition or restriction contained in this declaration, or any portion thereof, is held invalid or void, such invalidity or void covenant, condition or restriction shall in no way affect any other covenant, condition or restriction herein contained.

24. Waiver of Breach. No waiver of a breach of any of the covenants, conditions or restrictions herein contained shall be construed as a waiver of any succeeding breach of the same or any other condition or restriction herein contained.

25. Mortgages or Deeds of Trust. All restrictions, covenants, conditions, agreements, assessments and charges of the property owners association referred to in paragraph 4 above, and all other provisions herein contained, shall be deemed subject to and subordinate to all mortgages or deeds of trust now or hereafter executed covering all or any of the lots shown on the map, and none of the restrictions, covenants, conditions, agreements or other provisions set forth in this declaration shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust, and it is understood and agreed that if any lot or lots are sold pursuant to foreclosure of any mortgage or under the provisions of any deed of trust, any purchaser at such sale, his successors or assigns, shall hold such lot or lots so purchased subject to valid assessments and charges thereafter levied by such property owners association, and subject to all of the restrictions, covenants, conditions, agreements and other provisions of this declaration then existing and as the same may hereafter be amended from time to time.



26. Future Developments. It is contemplated (but without any agreement, undertaking or representation to that effect) that at some future time the Developer may record in the office of the County Recorder of Mendocino County, California, a final subdivision map or record of survey map, or maps, applicable to real property other than the lots shown on the maps of Pine Mountain Estates #1 and #2 and which may then abut on Pine Mountains Estates #1 and #2 or may be located within reasonable proximity of Pine Mountain Estates #1 and #2. If such recordation is made, it would be beneficial to the general plan of improvement that such further lots should also enjoy the benefits created by this declaration. Accordingly, should such recordation be made, the owners of all lots in such new subdivision or subdivisions shall be entitled to become members of the property owners association described in paragraph 4 above, and shall enjoy the rights, benefits and privileges of such membership specified herein and in the articles of incorporation and by-laws of such association, as the same may be from time to time amended, all upon such terms and conditions and subject to such declaration of restrictions as may hereafter be executed and recorded. Such terms and conditions, insofar as they may pertain to charges and assessments of the association, shall not be more favorable than those imposed upon the owners of the lots shown on the map of Pine Mountain Estates #1. The restrictions, conditions, covenants and agreements contained in this declaration are also made for the direct benefit of such further subdivision or subdivisions as the Developer may hereafter record.

27. Captions. The captions of the paragraphs of this declaration are inserted only as a matter of convenience and for reference, and in no way are or are they intended to be part of this declaration or in any way to define, limit or describe the scope, meaning or content of the particular paragraph to which they refer.

28. Alteration or Modification. Pine Mountain Property Owners' Association reserves the right to delete, alter, or modify the foregoing restrictions, conditions, covenants and agreements.

THEREFORE, the undersigned, by its president and secretary duly authorized by resolution of its board of directors, has caused its name to be hereunto subscribed and a notary seal to be hereunto affixed, the day and year first above written.

PINE MOUNTAIN PROPERTY OWNERS' ASSOCIATION

*M. J. T. D. A*