



## Westport Municipal Advisory Council

P. O. Box 307, Westport, CA 95488

www.westportmac.org

---

4 August 2017

Diane Curry, Agriculture Commissioner  
890 North Bush Street  
Ukiah, CA 95482

Re: Medical Marijuana Permit (Application #111, APN 013-880-08, 23900 Dehaven Creek Road)

Dear Diane:

Thank you for discussing our written comments of July 12. The WMAC met August 1 and received additional input from 13 people on the pending cultivation permit application by Petra Buchanon cited above. Most expressed concerns, with the majority related to the scale and lack of screening from neighboring properties and the road.

The 20 acre parcel is zoned UR, requiring "Zoning Clearance." Six building permits have been issued for a SFR and five 2,016 sf greenhouses listed as an "Industrial Use." A key concern is that this apparent industrial use is inconsistent with the Upland Residential zoning of this parcel and surrounding lands in the Westport Beach Subdivision as defined in Code Section 20.056. Many wonder why building permits were issued for this incompatible use in a residential area. Will the County also take into consideration the CC&Rs legally restricting use of the subdivision parcels to residential purposes (*Official Records* 846:449ff, as attached)? There is strong concern about the precedent this will establish. The order of construction is a key concern because people are living and working on the site before a well, septic system, and habitation is built.

Concerns about this pending large scale industrial cultivation operation include its scale; impacts on neighboring wells and diversions; sanitation; environmental impacts (including grading, smell, and light pollution); public safety/security issues; increased traffic on a private road; and housing and sanitation issues associated with workers and residents. There is also concern about whether the labor practices of this business conform to State employment practices and worker housing standards. The size exceeds the 10,000 sf maximum allowed in Ordinance 4381.

Please advise the WMAC about: 1) your field inspection results; 2) the questions posed above; 3) what criteria are being used to screen permits to either deny or condition their approval in a way that minimizes impacts on neighbors; and 4) whether the WMAC can expect to receive other pending permit referrals in our area. You can reach me at 964-7272 or thad@mcn.org.

Sincerely,

A handwritten signature in blue ink that reads "Thad M. Van Bueren".

Thad M. Van Bueren, Chairman

Attachment: CC&Rs recorded at *Official Records* 846:449ff

Cc: Dan Gjerde, Fourth District Supervisor  
Trent Taylor, Code Enforcement Chief  
Tom Allman, Sheriff

MENDOCINO COUNTY  
OFFICIAL RECORDS

WHEN RECORDED  
MAIL TO:

COX, CASTLE AND NICHOLSON  
626 Wilshire Boulevard  
Suite 414  
Los Angeles, California 90017

4719

RECORDED AT REQUEST OF  
*C. P. J. Menger*  
BOOK 846 PAGE 409  
APR 23 11 30 AM '71

OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.

*Charles Richardson*  
RECORDER # 2360

WESTPORT BEACH

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS

BOOK 846 PAGE 409

MENDOCINO COUNTY  
OFFICIAL RECORDS

DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS

This declaration is made this 14<sup>th</sup> day of April,  
1971, by The Bank of California, a National Banking Associa-  
tion, hereinafter referred to as the "Declarant."

R E C I T A L S

WHEREAS, Declarant owns all of the real property  
which is located in the County of Mendocino, State of Calif-  
ornia, and which is more fully described in ~~the~~ WESTPORT BEACH  
PARCEL MAP FILED IN CASE NO. 2 OF MAPS, DRAWER 16, PAGE 57  
attached hereto and incorporated herein and made a part hereof  
by reference, which property is known as Westport Beach, here-  
inafter called "the Development;"  
and,

WHEREAS, Declarant is about to sell and convey the  
Nos. 1 THROUGH 79  
lots and parcels within the Development, and before doing so,  
desires by this Declaration to impose upon those herein desig-  
nated mutual and beneficial restrictions, covenants, equitable  
servitudes and charges, hereinafter collectively called "the  
Declaration," under a general plan or scheme of improvement  
for the mutual and reciprocal benefit and complement of all of  
the lots and parcels in the Development, the owners and future  
owners thereof.

NOW, THEREFORE, Declarant declares that;

MENDOCINO COUNTY  
OFFICIAL RECORDS

(i) It hereby establishes the covenants, conditions, restrictions and reservations for the maintenance, improvement, use and repair of the Development; and,

(ii) Each such covenant, condition, restriction and reservation, and each act described herein which is covenanted to be done upon the Development, or which is covenanted to be refrained from being done upon the Development, is expressly for the benefit of each and every lot, parcel and other portion of the Development; and,

(iii) Each and every present and future grantee or owner of the Development, or any lot, parcel or other portion thereof, by acceptance of the grant thereof to him, shall and does thereby also then consent to, accept, covenant and agree to perform (or, if appropriate, to refrain from performing) each and every provision hereof; and,

(iv) Each present and future owner of the Development, or any lot, parcel or other portion thereof, during his ownership, and each person having any interest in the Development derived through any owner thereof, during the term of such interest, is and shall be benefitted by each such covenant, condition, restriction and reservation, and bound by this Declaration and by each such covenant, condition, restriction and reservation; and,

(v) Each and every such covenant, condition, restriction and reservation stated herein is expressly in-

MENDOCINO COUNTY  
OFFICIAL RECORDS

tended, agreed and declared to run with the Development, lot, parcel or other portion thereof; and

(vi) The Development, and each and every lot, parcel or other portion thereof is and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved only in accordance with these covenants, conditions, restrictions and reservations, all of which are declared and agreed to be a part of and in furtherance of a general plan to enhance and protect the value, usefulness and attractiveness of the Development and every part thereof;

Said covenants, conditions, restrictions and reservations are as follows:

ARTICLE I

DEFINITIONS

For the purposes hereof, the following explanations and definitions of words, terms and phrases shall govern unless the context thereof indicates differently:

A. Architectural Committee: The committee provided for in Article III hereof.

B. Accessory Building: A subordinate building or portion of the principal building other than a garage, the use of which is incidental to that of the principal building and customary in connection with that use.

MENDOCINO COUNTY  
OFFICIAL RECORDS

C. Structure: Anything erected, constructed, placed, laid or installed in, on or over said real property, the use of which requires a location on or in the ground.

D. Building: Any structure having a roof supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal, chattel or property of any kind.

E. Dwelling: A residential building for single family occupancy permitted to be built hereunder, not including accessory buildings or garages, but including, in some instances, mobilehomes, coaches and other movable structure.

F. Family: One or more persons each related to the other either by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

G. Garage: A building or portion of a building designed for the purpose of parking and sheltering automobiles, whether attached, partially attached, or separate from the dwelling.

H. Owner: Any person or legal entity, including Declarant, who from time to time holds fee simple title to any parcel. The term shall also include any purchaser

MENDOCINO COUNTY  
OFFICIAL RECORDS

under an Agreement of Sale from the Declarant or any subsequent owner of the lot as well as a lessee under a recorded lease for term of not less than fifty (50) years from the owner of the lot in fee simple. The term "owner" shall not apply to anyone who holds an interest in a lot merely as security for the performance of an obligation to pay money, e.g., mortgagees, trustees under deeds of trust or land contract vendors, unless and until he shall realize upon his security.

I. Parcel: Any part of said property shown as a parcel in a parcel map of said property filed pursuant to California Business and Professions Code §11580.

J. Stable: A building in which domestic animals are sheltered.

K. "Westport Beach" shall mean all of the development shown and described on the map and any property subsequently annexed thereto pursuant to this Declaration.

ARTICLE II

GENERAL RESTRICTIONS

Section I. Single Family Dwellings.

No structure (except accessory and temporary structures as hereafter defined) erected or maintained in the Development shall be used for any purpose other than for single family dwelling purposes, and no portion of the Development shall be used for any purpose other than for

MIINDOCINO COUNTY  
OFFICIAL RECORDS

single family dwelling purposes.

Section 2. Construction and Occupancy.

No structure in the Development shall be occupied in the course of original construction until the same is completed and made to comply with the covenants, restrictions and conditions contained in this declaration. All work of construction on each such structure shall be prosecuted diligently and continuously from the time of commencement of construction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God or similar causes beyond the reasonable control of the builder.

Section 3. Maintenance and Repairs.

All structures within the Development shall at all times be maintained in good condition and repair and well and properly painted.

Section 4. Accessory Buildings and Structures.

Accessory structures which may be constructed and maintained within the Development shall be garages, stables, patios, swimming pools with or without dressing rooms, not more than one separate quarters, without kitchen, to be used only by non-paying guests or servants, and other accessory buildings and structures, exclusive of living quarters, customarily used in connection with single family private dwell-



MENDOCINO COUNTY  
OFFICIAL RECORDS

ings.

Section 5. Mobilehome Coaches, Trailers and Boats.

(a) With the approval of the Architectural Committee, mobilehome coaches may be placed by an owner on his parcel within the Development. No boat, camper, trailer or truck shall be stored or maintained upon any lot or parcel unless the same shall be kept within an enclosed area out of the view of any road or street and of any other lot or parcel.

(b) A temporary office for use during the sale of parcels or homes in the Development or upon property adjoining or in the vicinity of the Development may, if consented to in writing by Declarant or the Architectural Committee, be constructed and maintained within the Development during such sale of parcels or homes upon any portion thereof or which are upon property adjoining or in the vicinity of the Development,

Section 6. Television and Radio Facilities.

No antenna or other structure for use for television or radio reception or other communication or similar purpose shall be erected or maintained upon any residence or structure within the Development unless the same is within a structure, except that in certain cases such antenna may be permitted outside of a structure if and to the extent approved in writing as to type, appearance, height and location by the

MENDOCINO COUNTY  
OFFICIAL RECORDS

Architectural Committee. No community antenna television and/or FM radio facilities shall be installed within the Development without prior approval by the Architectural Committee.

Section 7. Outhouses.

No privy (other than a temporary one during erection of a structure) shall be erected or maintained within the Development. Any lavatory or toilet in existence or used in the Development shall be enclosed within a building permitted under this Declaration and shall be properly connected with an underground septic tank or other method of disposal which is so constructed and operated that no offensive odor shall escape therefrom.

Section 8. Nuisances.

No noxious or offensive activities shall be carried on, in, or upon any part of the Development nor shall anything be done thereon which may be or may become an annoyance or nuisance to the owner or owners within the Development or to the Declarant.

No rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any portion of the Development which would render it insanitary, unsightly, offensive or detrimental to the Development or any portion thereof, or the dominant tenement or any portion thereof.

MENDOCINO COUNTY  
OFFICIAL RECORDS

Improvements which have been partially or totally destroyed by fire, earthquake, or otherwise, and allowed to remain in such state for more than six (6) months from the time of such destruction shall be deemed a nuisance. The Architectural Committee shall have the right to cause removal of incomplete work or of a partially destroyed improvement or cause completion or repair of the same at the cost of the Owner.

Section 9. Compliance with Plans and Approvals.

No structure (including fences) within the Development shall be built, occupied or used until the plans, specifications, drawings and other matters in connection therewith have been approved by the Architectural Committee to the extent required by this Declaration or until any such structure is made to conform to such plans, specifications, drawings or other matters as approved by said Committee.

Section 10. Drainage.

There shall be no interference with established drainage in or over any lot or parcel in the Development. In the event it becomes necessary to change the established drainage over any lot or parcel, the owner thereof shall make adequate provisions for proper drainage in connection with any such change, including the landscaping of all lots or parcels in the Development or of a dominant tenement affected by the change.

MENOCINO COUNTY  
OFFICIAL RECORDS

Section 11. Land Not to be Used for Storage.

No part of the Development shall at any time be used for outside storage of building materials, vehicles, implements, tools, furniture, landscaping materials or equipment, irrigation pipes or apparatus, junk, trash or any other things whatsoever; provided, however, that building and landscaping materials, tools or equipment may be placed and maintained on any lot or parcel from and after the approval in writing by the Architectural Committee of plans and specifications for a structure of any kind to be constructed on such lot or parcel as herein provided and for use in such construction; provided further, that such construction shall commence in a reasonable time after such approval. Should such construction not commence within such reasonable time, the materials, tools or equipment must be removed forthwith upon request by the Architectural Committee. The Architectural Committee shall be the sole judge of what is a "reasonable time."

Section 12. Protection of View.

No fences, walls, trees or other obstruction shall be placed, permitted or maintained on any part of the Development which substantially obstructs or diminishes the view from any other part of the Development. Upon the finding made by the Architectural Committee that a view is substantially obstructed or diminished by fences, walls, trees or the like on any portion of the property of the dominant tenement, the owner

MENDOCINO COUNTY  
OFFICIAL RECORDS

thereof, upon written notice sent by the Architectural Committee, shall, within thirty (30) days, remove, cut down or cut back or alter any such obstruction to the extent specified by the Architectural Committee. If said notice is not complied with, the Architectural Committee may cause the removal, cutting down or cutting back or alteration of any such obstruction with expenses of such to be borne by the owner of the lot or parcel.

Section 13. Oil and Mining Operations.

No lot or parcel shall be used for the purpose of boring, mining, quarrying, exploring for or removing water, oil or other hydrocarbons, minerals of any kind, gravel or earth. No machinery shall be placed, operated or maintained upon any lot or parcel except such machinery as is usual and customary in connection with the maintenance of a private single family residential dwelling.

Section 14. Signs and Billboards.

Except as expressly permitted herein, no sign or billboard of any character shall be erected or displayed in the Development. Temporary signs in connection with the subdivision and sale of the Development may be maintained during the period of construction and sale of lots or parcels and homes in the area where lots, parcels and/or homes are being sold. Nothing herein shall prohibit an owner from maintain-

MENDOCINO COUNTY  
OFFICIAL RECORDS

ing on his property one "for sale," "for rent" or "for lease" sign not exceeding in size 18 x 24 inches, or a name and/or address place not exceeding two hundred forty (240) square inches.

Section 15. Drying and Rubbish Enclosures.

All laundry, clothing and household furnishings drying or airing and all garbage and rubbish within the Development shall be contained in a service area or building enclosed or fenced in such a manner that the contents thereof shall not be visible from any other portion of the said property or of the dominant tenement except to the extent otherwise approved in writing by the Committee.

Section 16. Noise Level.

No speaker or other facility or equipment shall be permitted upon said property which is capable of producing any sound in excess of 65 decibels measured at a point 100 feet or more from (i) the outside of a building within which the sound emanates or (ii) the facility or equipment from which the sound emanates. Decibel measurements for the purpose of this Section 18 shall be the average of at least 3 and, at most, 5 decibel readings by a qualified engineer.

In addition to the foregoing noise level restriction, no such speaker or other facility or equipment shall be permitted upon said property except after the Architectural Committee created in Article III below shall have approved the

MENDOCINO COUNTY  
OFFICIAL RECORDS

same in writing.

Section 17. Lighting.

Unless approved by the Architectural Committee, no exterior lights or lighting arrangement shall be in excess of twenty (20) feet above the ground level upon which such respective lights or lighting arrangement is located, and all such lights or lighting arrangements shall be hooded so that all light therefrom is projected downward; except that nothing in this Section 17 shall prohibit the Architectural Committee, as provided for in Article III herein, from approving, in writing, the use or maintenance of lights or lighting arrangements at a height greater than twenty (20) feet above such ground level.

Section 18. Areas of Flood Hazard.

No building shall be constructed, maintained or used, and no work of construction on any structure which is intended to become part of a building shall be commenced under or upon the surface of or above any part of said property which is located in or adjacent to one or more natural drainage courses (as such natural drainage courses are shown on a recorded final map, as defined in California Business and Professions Code §11504, or on a parcel map filed pursuant to California Business and Professions Code §11580) unless and until the written consent of the Mendocino County Engineer to such construction,

MENDOCINO COUNTY  
OFFICIAL RECORDS

maintenance or use has been first obtained.

ARTICLE III

ARCHITECTURAL AND LANDSCAPING CONTROL

Section 1. Architectural Control.

No dwelling, fence or other structure of any type shall be maintained within the Development until the plans and specifications therefor, the appearance and color thereof, the heights thereof, the plot plan showing the location thereof and the grading plans, and, if requested, a soils report for the building site upon which the structure is to be or is located shall have been approved by the Architectural Committee created in Section 2 of this Article III; and no change in the exterior appearance, type, color, grade, height or location of any such structure shall be made without the written approval by the Architectural Committee of the plans and specifications, detail and appearance thereof. The Architectural Committee shall function as follows:

(a) All plans and specifications for a residence or other building shall have been prepared by an architect, licensed as such under the laws of the State of California, unless the Architectural Committee shall otherwise give its prior consent in writing.

(b) All submissions to the Architectural Committee shall (i) be in duplicate, (ii) show the address of the party submitting the same, (iii) be deemed made when actually re-



MENDOCINO COUNTY  
OFFICIAL RECORDS

ceived by the Architectural Committee at the address specified in subsection (g) of this Section 1, or such other place as may be designated in writing by the Architectural Committee from time to time, and (iv) state in writing the specific matters as to which approval is sought.

(c) Any approval, disapproval or other action by the Architectural Committee pursuant to this Declaration shall be indicated on the material submitted stating the Architectural Committee's action as having been joined in by at least the majority of its members and shall be signed by one of the Architectural Committee's members. The indication placed upon the material shall constitute the action of the Architectural Committee, and one set of the plans or material shall promptly be mailed, postage prepaid, to the address specified by the submitting party unless such party shall elect to accept delivery thereof in person or by agent.

(d) One set of the duplicate sets of material submitted to the Architectural Committee may be retained by the Architectural Committee.

(e) If the Architectural Committee fails to approve or disapprove any material submitted to it hereunder within 30 days after submission and to give notice of its action as above required, it shall be conclusively presumed that the Architectural Committee has approved such material as submitted.

MENDOCINO COUNTY  
OFFICIAL RECORDS

(f) As a condition precedent to its consideration of or action upon any material or matter submitted to it hereunder, the Architectural Committee shall be entitled to receive a sum fixed by it which shall not exceed \$150.00 for each set of plans, specifications, drawing or other material so submitted; and, until the requisite sum shall have been paid to it as provided herein, any material delivered to the Architectural Committee shall not be considered to have been submitted to it for the purposes of this Declaration. Swimming pool designs delivered to the Architectural Committee shall, as a condition of the Architectural Committee's duty to consider them, be accompanied by the written approvals of a qualified engineering geologist and a qualified soils engineer.

(g) The address of the Architectural Committee is 9255 Sunset Boulevard, St. 625, Los Angeles, California 90069, or such other place as may from time to time be designated by the Architectural Committee by a written instrument recorded in the office of the County Recorder of Mendocino County; and the last instrument so recorded shall be deemed the Committee's proper address.

Section 2. Architectural Committee.

(a) Members

(i) The Architectural Committee shall consist of three (3) members appointed by Declarant, and Declar-

MENDOCINO COUNTY  
OFFICIAL RECORDS

ant hereby appoints Charles LeMenager, Donal MacAdam and Ruth Juhl as the first members of the Committee.

(ii) Declarant shall have the power from time to time to replace any members of the Committee or to fill any vacancy in its membership by recording a written notice of such replacement or appointment in the office of the County Recorder of Mendocino County.

(iii) After original sale by Declarant of 90% of the parcels within the Development, the power to replace and fill vacancies among the members of said Architectural Committee shall belong solely to and be exercisable by a majority of the owners of lots in the Development, through a duly recorded written instrument, to change the membership of the Architectural Committee, to modify, add or withdraw from the Committee or restore to it any of its powers and duties.

(b) Failure to Fill Vacancy.

Failure to fill any vacancy in the Architectural Committee shall not prevent the running of the 30-day period referred to in subsection (e) of Section 1 of this Article III, and shall not prevent said Architectural Committee from acting on any matter to the extent that any two members thereof join in the action taken.

Section 3. Reliance.

All parties, including any title insurance company, are entitled to rely conclusively upon the membership of the

Architectural Committee as herein specified and as changed by any such recorded notice.

Section 4. Compensation.

(a) Neither the members of such Architectural Committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant, except as provided in subsection (f) of Section 1 of this Article III.

Section 5. Discretion of Committee and Declarant.

(a) All action by the Architectural Committee authorized in this Declaration shall be within its sole discretion. All action by Declarant authorized in this Declaration and subject to any limitation provided for herein shall be within the sole discretion of Declarant.

(b) The Committee as a part of its general authority under this Declaration shall have power to disapprove or refuse to consent to (i) any plans, specifications, drawings, plot plans, grading plans, heights or other matters in connection with any dwelling or other structure and (ii) any matter in reference to any tree or other landscaping solely on the grounds that in the opinion of the Architectural Committee such structure or landscaping may unreasonably interfere with the view from another lot or parcel within the Development.

MENDOCINO COUNTY  
OFFICIAL RECORDS

Section 6. Access to Premises.

Each member of the Architectural Committee, Declarant or any agent or employee of the Architectural Committee or Declarant, as long as Declarant is an owner, shall at all reasonable hours have access to any lot or parcel and any building site or structures being built or completed thereon for the purpose of inspection relative to compliance with this Declaration.

Section 7. Non-Waiver by Architectural Committee.

The approval or disapproval by the Committee of any plans, specifications, drawing, plot plans, grading plans, heights or any other matters submitted for approval or consent shall not be deemed to be a waiver by the Architectural Committee of its right to approve, disapprove, object or consent to any of the features or elements embodied therein when the same features or elements are embodied in any other plans, specifications, drawings, plot plans, grading plans, heights or other matters submitted to such Architectural Committee.

Section 8. Architectural Committee's Action.

Any approval or disapproval of any plans, specifications, plot plans, grading plans, drawings, locations or heights by said Architectural Committee pursuant to this Declaration which is evidenced by an endorsement executed pursuant to Section 1 of this Article III shall be irrevocable and may

MENDOCINO COUNTY  
OFFICIAL RECORDS

be conclusively relied upon as the action of the Architectural Committee by all parties, including, but not limited to, any owner or purchaser of any portion of the Development, any lender taking as security any portion of the Development covered hereby and any title insurance company.

Section 9. Non-liability.

Neither Declarant nor the Architectural Committee shall be responsible for any defects in any building or other structure erected, constructed, installed, placed, altered or maintained in accordance with or pursuant to any plans and specifications, color scheme, plot, plan or grading plan approved by the Architectural Committee or any conditions or requirements that said Architectural Committee may have imposed with respect thereto.

Section 10. Deviation.

(a) The Architectural Committee shall have the right and privilege to permit the owner of any lot or lots, or parcel or parcels (without the consent of owners of other lots or parcels), to deviate from any or all of the covenants set forth herein, provided that such deviation is necessary in order to carry out the general purposes of this Declaration. Any such permission of said Architectural Committee shall be in writing and shall not constitute a waiver of said Architectural Committee's power of enforcement with respect to any of

said covenants as to other lots or parcels.

(b) Said covenants constitute the minimum conditions and restrictions applicable to lots or parcels. Declarant hereby reserves the right to add or impose by a supplemental declaration other and more stringent limitations, covenants, conditions, restrictions and reservations with respect to any lot or lots or parcel or parcels now or hereafter owned by it, including the right to increase and supplement but not to diminish said covenants affecting said real property except by permit given pursuant to subparagraph (a) of this section and regardless of conveyance of any lot(s) subject to said covenants.

Section 11. Enforcement of Road Maintenance Assessment

Each Owner shall pay to Declarant annually, on or before June 1, of each year, through June 1, 1986, the sum of Thirty Dollars (\$30.00), to be used to maintain roads within the Development. Declarant or the Architectural Committee may pursue legal remedies to enforce this obligation if Owners do not make such payments. Declarant may discontinue such road maintenance and, if such road maintenance is discontinued, the assessment required by this provision shall be terminated.

MENDOCINO COUNTY  
OFFICIAL RECORDS

ARTICLE IV

HEIGHTS LIMIT, MINIMUM AREA SET BACK AND  
SPECIFIC USE PROVISIONS

Section 1. Height Limits.

No structure shall be constructed, placed, or maintained upon any portion of the Development which consists of more than two stories, as defined herein, nor any structure so constructed, placed or maintained upon said property shall be of a height in excess of thirty (30) feet above the average ground surface level of the portion of said property which is used for the foundation or base of such structure. "Story" means that portion of a structure included between the surface of any floor and the surface of the floor next above; or, if there is no floor above, the space between the floor and the ceiling next above. A basement shall not be counted as a story.

Section 2. Minimum Area.

The amount of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports or other accessory buildings) in any single story dwelling in the Development shall be at least 1800 square feet and in any two-story or split level shall be at least 2800 square feet.

Section 3. Minimum Land Area.

No dwelling, accessory building or garage shall be constructed or maintained upon any portion of the Development unless the same is located on a lot, as defined herein, which



MENDOCINO COUNTY  
OFFICIAL RECORDS

lot or approved parcel contains at least 20,000 square feet and which is of a minimum uniform width of at least 100 feet. Any one or more accessory buildings and garages, when the use thereof is incidental to that of a dwelling may be located on the same parcel as the dwelling.

Section 4. Elevation and Set-Backs.

The following minimum dimensions shall apply to front, side and rear set-backs on all lots (except for fences or walls where approved or required by the Architectural Committee):

- (a) Twenty-five (25) feet from the front lot line;
- (b) Fifteen (15) feet from all side lot lines.

ARTICLE V

DURATION, MODIFICATION, SEVERABILITY  
AND ENFORCEMENT

Section 1. Duration.

All of the covenants, conditions and restrictions set forth in this Declaration, as they may from time to time be amended pursuant to Section 2 of this Article V shall continue in full force and effect at all times against said property and the owners thereof until January 1, 2000, after which time the same shall be extended for successive periods of ten years each.

Section 2. Modification or Termination.

Modification or termination of all or any of the covenants, conditions or restrictions herein may be affected

MENDOCINO COUNTY  
OFFICIAL RECORDS

from time to time as to said property or any portion thereof by written instrument duly executed by (a) Declarant, until fifty per cent (50%) of the parcels are sold to Owners and (b) thereafter, by twenty-five per cent (25%) of the Owners of the Development.

Section 3. Severability.

Invalidation of any one or more of the covenants, conditions, restrictions or reservations contained in this Declaration, by judgment, court order or operation of law, shall in no way affect any other covenant, condition, restriction or reservation contained herein, and each of the latter shall remain in full force and effect as otherwise provided in this Article V.

Section 4. Nuisances and Enforcement of Restrictions.

(a) Nothing in this Declaration or in any deed which Declarant may use in disposing of said property shall be deemed to reserve in Declarant any right of reversion for breach of any provision hereof, and any such reversionary right is hereby expressly waived.

(b) Every act or omission whereby any restriction, covenant, or condition in this Declaration is violated in whole or in part is hereby declared to be a nuisance and may be enjoined or abated by Declarant, as long as Declarant is an owner, or by the then owner of any lot or parcel then within the Development. Remedies specified in this Declaration shall be deemed

MBNDOCINO COUNTY  
OFFICIAL RECORDS

cumulative and in addition to any others now or hereafter existing as a matter of law.

(c) No breach or violation of the covenants, conditions or restrictions herein contained nor the enforcement of any lien arising hereunder shall defeat or render invalid the lien of any mortgage or deed of trust 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, trustee's sale or otherwise.

(d) Upon any violation or breach of any said covenants, Declarant, so long as it is an owner, or the Architectural Committee may enter any lot, part or parcel in or on the Development upon or as to which such violation exists and may alter, correct, modify or remedy or summarily abate or remove at the expense of the owner of such lot, part or parcel, anything or any condition that may be or exist thereon contrary to the provisions hereof. Declarant or the Architectural Committee shall not thereby be deemed to have trespassed upon such lot, part or parcel and shall be subject to no liability to the owner or occupant of such parcel for any such entry or other action taken pursuant to this subsection. In the event the owner of such lot fails to pay upon demand, the expenses of such alteration, correction, modifica-

MENDOCINO COUNTY  
OFFICIAL RECORDS

tion, remedying, abatement or removal, the person, firm, corporation or association performing such curative action, whether it be Declarant, the Architectural Committee, or an assignee of the Declarant, shall be entitled to record a lien for such expenses against such lot, part or parcel thereon, in subject property upon or as to which such violation existed.

Section 4. Remedies.

(a) Declarant or the Architectural Committee or any party to whose benefit this Declaration inures may proceed at law or in equity to enforce the provisions of this Declaration, prevent the occurrence, continuation or violation of any provision of this Declaration, and the Court in any action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

(b) The remedies herein specified are cumulative, and such specification of them shall not be taken to preclude resort to any other remedy at law or equity.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

THE BANK OF CALIFORNIA,  
a national banking association

By [Signature]  
H. R. BILLINGS  
TRUST OFFICER

By [Signature]  
Title: (VICE PRESIDENT)

(Notarial Acknowledgment)

MINDOCINO COUNTY  
OFFICIAL RECORDS

TO 448 C  
(Corporation)



STATE OF CALIFORNIA } SS.  
COUNTY OF Los Angeles

On April 14, 1971, before me, the undersigned, a Notary Public in and for said State, personally appeared H. R. Billings known to me to be the Trust Officer and Hermann H. Kaleve known to me to be the Vice President of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature Draga Milovanovich



Name (Typed or Printed): BOOK 846 PAGE 436 4719  
(This area for a [Notary] notarial seal)

Mendocino County

WHEN RECORDED MAIL TO:

✓ COX, CASTLE AND NICHOLSON  
626 Wilshire Blvd., Suite 414  
Los Angeles, California 90017

5620

RECORDED AT REQUEST OF  
*Cox, Castle & Nicholson*

BOOK 848 PAGE 423

MAY 12 8 27 AM '71

OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.

*Charles Richardson*  
RECORDER

1360

AMENDMENT TO WESTPORT BEACH  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS

BOOK 848 PAGE 423

Mendocino County

AMENDED DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS.

This amended declaration is made this 3rd day of May, 1971, by the Bank of California, a national banking association, hereinafter referred to as the "Declarant."

R E C I T A L S

WHEREAS, Declarant owns all of the real property located in the County of Mendocino, State of California, which is more fully described in "Westport Beach Parcel Map" filed April 23, 1971 in map case number 2, drawer 16, page 57, of county records of said county; and

WHEREAS, Declarant has recorded on April 23, 1971, a declaration of protective covenants, restrictions and reservations in book 846, page 409 through 435 inclusive, in the official records of said county, and Declarant now desires to amend said Declaration.

NOW, THEREFORE, Declarant hereby amends the aforementioned Declaration as follows:

Section 11 of Article III on page 21 of said Declaration shall be deleted in its entirety.

Mendocino County

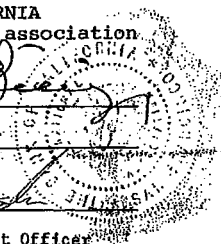
In all other respects the aforementioned Declaration is to remain unchanged.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

THE BANK OF CALIFORNIA  
a national banking association

By [Signature]  
Title Trust Officer

By [Signature]  
Title Assistant Trust Officer



TO 449 C  
(Corporation)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } ss.

On May 10, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared H. R. Billings known to me to be the Trust Officer ~~President~~ and C. J. Featherston known to me to be Asst. Trust Officer of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature [Signature]



Name (Typed or Printed)

(This area for official notarial seal)



Mendocino County

WHEN RECORDED MAIL TO:

COX, CASTLE AND NICHOLSON  
626 Wilshire Blvd., Suite 414  
Los Angeles, California 90017

7433  
RECORDED AT REQUEST OF  
*Charles Le Mergu*  
BOOK 852 PAGE 515  
JUN 22 9 17 AM '71  
OFFICIAL RECORDS  
MENDOCINO COUNTY, CALIF.  
*Clara Richardson*  
RECORDER \$4.40

AMENDMENT TO WESTPORT BEACH  
DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND RESERVATIONS

BOOK 852 PAGE 515

Mendocino County

AMENDMENT TO WESTPORT BEACH DECLARATION  
OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND RESERVATIONS

This amended declaration is made this 15th day of June, 1971, by the Bank of California, a national banking association, hereinafter referred to as the "Declarant."

R E C I T A L S

WHEREAS, Declarant owns all of the real property located in the County of Mendocino, State of California, which is more fully described in "Westport Beach Parcel Map" filed April 23, 1971, in map case number 2, drawer, 16, page 57, of county records of said county; and

WHEREAS, Declarant has recorded on April 23, 1971, a declaration of protective covenants, conditions, restrictions and reservations in book 846, pages 409 through 435, inclusive, in the official records of said county, and Declarant now desires to amend said Declaration.

NOW, THEREFORE, Declarant hereby amends the aforementioned Declaration as follows:

Section 2. of Article IV on page 22 of said Declaration shall be amended to read as follows:

Mendocino County

"Section 2. Minimum Area

The amount of fully enclosed floor area devoted to living purposes (exclusive of roofed or unroofed porches, terraces, garages, carports or any other accessory buildings) in any single dwelling in the Development shall be at least eight hundred (800) square feet."

Section 4 of Article IV on page 23 of said Declaration shall be amended to read as follows:

"Section 4. Elevation and Set-Backs

The following minimum dimensions shall apply to front, side and rear set-backs on all lots (except for fences and walls where approved or required by the Architectural Committee):

- (a) Twenty-five (25) feet from the front lot line;
- (b) Fifteen (15) feet from all side lot lines;
- (c) Fifteen (15) feet from all rear lot lines."

In all other respects the aforementioned Declaration is to remain unchanged.

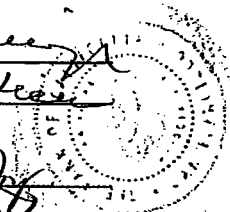
IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

Mendocino County

THE BANK OF CALIFORNIA  
a national banking association

By [Signature]  
Title Trust Officer

By [Signature]  
Title Asst. Trust Officer



to 449 c  
(Corporation)

STATE OF CALIFORNIA  
COUNTY OF Los Angeles } SS.

(TI)

On June 15, 1971  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared H. R. Billings  
known to me to be the Trust Officer ~~secretary~~ and Margery H. Joy  
Asst. Trust Officer ~~secretary~~ of the corporation that executed the within  
Instrument on behalf of the corporation therein named, and  
acknowledged to me that such corporation executed the within  
instrument pursuant to its by-laws or a resolution of its board  
of directors.

WITNESS my hand and official seal.  
Signature [Signature]  
Laraine W. Jackson  
Name (Typed or Printed)



(This area for official notarial use)