

DECLARATION OF ESTABLISHMENT
OF
PROTECTIVE COVENANTS AND RESTRICTIONS
ON
MEADOW LARK RANCHES
SANTA YNEZ, CALIFORNIA

The undersigned, BRYANT E. MYERS and PATRICIA LEE MYERS, Post Office Box 138, Santa Ynez, County of Santa Barbara, State of California, hereinafter referred to as "declarants," are on this date the sole owners in fee of the real property described by meets and bounds on the sheet attached hereto and incorporated herein by reference marked "Exhibit A" being a parcel of real property situated in the County of Santa Barbara, State of California, and particularly in the Santa Ynez Valley.

Declarants hereby certify and declare that declarants hereby establish a general plan for the protection and maintenance of the Meadowlark Ranches, and, to insure such protection and maintenance, to encourage the best and most attractive use of the land therein, to uphold the purchasers' investments and property values, to promote the construction and erection of tasteful and attractive ranch buildings, to secure and maintain adequate setback lines and free spaces, declarants hereby establish and impose upon said property and all of the various ranches contained therein, as shown on the map attached hereto the following provisions, conditions, restrictions, covenants, easements and reservations upon and subject to which each and all ranches or portions thereof shall be used, held, occupied, leased, sold or conveyed by declarants or by the future purchasers or record owners thereof, to wit:

ARTICLE I

Definitions

"Restrictions" means the whole and each part of the provisions, conditions, restrictions, covenants, easements and reservations set forth in this declaration, including any additions to, or amendments,

No 253
AUG 15 1966

changes or modifications thereof, which may be made from time to time hereafter, as herein provided;

"Landowner" means the bonafide holder of a purchase and sales agreement to, or the record owner of, or any party having an interest, equitable or otherwise, in, any original 20-acre ranch or any portion of such ranch, whether improved or not, his heirs, successors, personal and legal representatives or assigns;

"Land" means any original 20-acre ranch as shown on the map hereinabove referred to, or any portion of such ranch, and shall include the subsurface as well as the surface.

"Ranch Committee" means the body established according to Article IV, Section 1.

"On" in terms like "on and land" means not only "upon," but also "in," "under," "through" or "in relation to."

ARTICLE II

General Restrictions

Section 1. Uses other than Agricultural and Residential Incidental Thereto Shall be Prohibited.

All of the land included in the meets and bounds descriptions as shown on the attached sheet incorporated herein by reference as "Exhibit A" shall be used exclusively for commercial, agricultural, and incidental single family residential purposes, and no part of such land shall be used, directly or indirectly, for any business or profession or for any commercial, manufacturing, mercantile, mail-order, storing, vending, civic, educational, religious, musical, medical, hospital, cemetery, crematory, institutional, or other non-residential purpose or for the manufacture or sale of malt, vinous or spirituous liquors, or for the carrying on of any noxious activity or pursuit or any act or thing which may be or become an annoyance or nuisance to the neighboring ranches.

Section 2. Mining, Gravel Excavating, Cutting, or Filling Prohibited.

Prospecting or mining for ore or minerals, on any land described herein shall not at any time be done or permitted. No sand, gravel, or soil shall at any time be excavated or dug out of any

the land herein described, except for the purpose of laying the foundations of approved structures thereon or for use in erecting such structures or installing pools, pipes and utilities.

Cutting, filling or grading (except "fine grading" for landscaping purposes) shall be subject to prior approval of the Ranch Committee. Cutting, filling, or grading shall not create a drainage hazard, interfere with the safety of or view from other land, or otherwise hamper the orderly development of the property.

Section 3. Construction Diligently to be Prosecuted and New Material Used.

The work of construction of any building or structure shall be prosecuted diligently and continuously from the time of commencement until fully completed, and only new materials shall be used in such construction except that with approval of the Ranch Committee limited amounts of old materials may be utilized for artistic effects, such as used brick for fireplace or chimneys. All structures shall be completed within 9 months from the time work is started thereon.

Section 4. Prohibition of Occupancy of Unfinished Dwellings and other Structures.

No residence in any manner shall be occupied or lived in while in the course of original construction or until made to comply with all requirements set forth herein or in any further restrictions established and applicable. No building or structure anywhere on the ranches, other than a completed residence or approved guest house, shall ever be lived in or used for dwelling purposes, including tents, shacks, trailers, outbuildings, garages, or other structures.

Section 5. Limitations on Use of Signs.

No signs or billboards of any kind shall be erected, permitted or maintained on any land in said tract or on any right of way adjoining such land except upon prior written approval by the Ranch Committee, which approval in the discretion of the Ranch Committee may be revoked at any time.

Section 6. Septic Tanks, Privies, and Cesspools.

A modern septic tank, properly equipped with dry well or leach lines, shall be the only means provided for sewage disposal. No privy

No 253
AUG 15 196

or cesspool shall be erected, excavated, maintained or used upon any land except a temporary privy during the course of construction of a building. Any lavatory, toilet or water closet shall be enclosed and located within a building permitted to be erected on said land as herein provided. All such septic tanks and dry well or leach lines shall be so maintained as needed to prevent odors or other nuisances to adjacent neighbors. In the event of any such odor or nuisances, the Ranch Committee may upon 10 days' notice to owner, cause said nuisance to be corrected and eliminated charging costs to owner failing to respond to aforesaid notice.

Section 7. Land to be Kept Cleared of Rubbish.

Each land owner shall keep his property free and clear of rubbish, (including rubbish dumped by others) and shall do all other things necessary or desirable to keep his ranch neat, clean and attractive.

Failure of a landowner to comply with this provision may be remedied by any of the measures provided for in Article V but should the Ranch Committee elect to proceed under Section 3 of Article V, the reasonable expenses involved in the removal of rubbish, or other acts necessary to put the premises in a neat and orderly condition, shall become due and payable from such landowner to the Ranch Committee within five days after written demand therefor shall have been mailed to the last-known address of such owner.

Section 8. Redivision of Ranches.

No ranch shall be divided for sale or lease in parcels smaller than those permitted at the time of any proposed sale or lease by the subdivision ordinances of the County of Santa Barbara and the zoning ordinances of the County of Santa Barbara.

ARTICLE III

Building Restrictions

Section 1. Moving of Buildings onto Property Prohibited.

No residence, trailer or other structure shall be moved onto or from any land as herein described.

Section 2. Building Restrictions

On each ranch, not more than one detached, single family residence and one guest house, as controlled by the zoning provisions of the County of Santa Barbara, shall be erected, constructed or maintained. Not more than one detached "help house" may be erected per each ranch of 20 acres.

No structure of any kind shall exceed one story in height, that is, 15 feet in height measured from the finished ground at the front side, except that the Ranch Committee in its sole discretion may permit the erection of a two-story structure provided it will not interfere with the view from any other land of this tract.

Section 3. Architectural Design of Buildings and Roofs

All buildings shall be California Ranch style one-story structures. All roofs of all buildings shall have 3/4 to 5/4 Heavy Cedar Shake roofs. No white paper, tin or flat roof construction, etc., is permissible.

Section 4. Height of Hedges and Trees Limited.

No trees shall be placed, permitted or maintained on any land which substantially obstruct or diminish the view from any other land. Upon a finding made by the Ranch Committee that a view is substantially obstructed or diminished by trees on any portion of land in this tract, the owner thereof, upon written notice sent by the Ranch Committee within 30 days shall remove, cut down or cut back any such trees to the extent specified by the Ranch Committee. If said notice is not complied with the Ranch Committee may cause the removal, cutting down or cutting back of any such trees, the expenses thereof to be borne by the owner of the ranch.

Section 5. Rubbish and Containers to be Shielded From View

Rubbish of all kind, including garbage, combustible trash, such as papers, garden cuttings and branches, and incombustible trash, such as bottles, cans, etc., and the receptacles containing them at all times shall be kept on the owner's premises fully shielded against view from the road or adjacent neighbors.

ARTICLE IV

Ranch Committee and its Powers

Section 1. Enforcement Agency, How Constituted, Objectives

Subsection (a) Ranch Committee: A Ranch Committee shall be constituted and succeeded as follows: It shall consist of three members, appointed by the declarants. Any or all members may be removed at any time by declarants, but otherwise shall remain in office until their successors shall have been appointed and shall have assumed office. Should any member of the Ranch Committee be removed, die, resign or become unable to act, said declarants forthwith shall appoint a successor.

The members of the Ranch Committee shall receive no compensation, but shall be reimbursed for their expenses. They shall represent the interests of all landowners and in good faith shall execute, interpret and enforce these restrictions for the benefit of the ranches and landowners within the purpose, spirit, meaning and intent thereof. Said members shall not be held liable for damages or otherwise by any landowner for decisions or actions made or executed in good faith in the performance of their functions. The Committee shall appoint from among its members, to serve until their successors shall have been appointed, and assumed office, a Chairman, Vice-Chairman and Assistant Secretary-Treasurer, and Secretary-Treasurer. The vote of any two members shall be sufficient to decide any question or to take any action provided for herein, but the signature of any one of the members to any letter, notice, or document, shall suffice other than for instruments to be recorded, which must carry the signatures of two or more members, as set forth in Section 4 of this Article. The files of the committee, including its Book of Minutes, shall be open for inspection by any landowner of the tract at all reasonable times.

Subsection (b) Transfer of Ranch Committee Powers to Landowners: At any time after not less than two-thirds of the 20 ranches on the aforementioned map shall have been conveyed by declarants to record owners or sold to bona fide holders of purchase and sales agreements, the then record owners of, in combination with bona fide holders of purchase and sales agreements covering, a majority of the ranches may elect a Ranch Committee of their own nomination, whereupon declarants, upon request of such elected Ranch Committee, shall transfer

No. 25371
AUG 15 1960

sign and convey to such elected Ranch Committee, its successors and assigns, all of the rights, powers and functions of said Ranch Committee under this declaration.

Section 2. Power of Ranch Committee to Modify Restrictions

Subsection (a). General Modifications: The Ranch Committee shall have the right and power, by written instrument duly executed and placed of record:

(1) To impose additional reasonable restrictions and to amend, change, modify or terminate any of the provisions of the present restrictions (except as to the basic prohibitions set forth in Article II, Sections 1 and Article III, Sections 2 and 3, to which, however, new prohibitions may be added from time to time); Article II, Section 1 and Article III, Sections 2 and 3 can be amended or changed upon two-thirds vote of the Ranch Committee and subsequent written approval of two-thirds of the property owners.

(2) To amend, change, modify, or terminate any of the provisions contained in any declaration of additional or modified restrictions affecting the land hereinafter filed of record, unless otherwise provided therein.

Such additions, amendments, changes, modifications or termination may be made by said Ranch Committee at any time without the consent of any corporation, association, individual or landowner. They shall take effect with reference to all ranches.

However, such amendments shall be made by the Ranch Committee only to the extent that they are not inconsistent with the interests and the benefits of the property as a whole and the landowners of said property, and are within the purpose, spirit, meaning and intent of this declaration.

Section 3. Liens for Unpaid Charges.

The charges duly made, according to Article II, Sections 6 and 7, after expiration of the payment time provided for shall become a lien against the property to the extent of the unpaid balance. The Ranch Committee may then record such lien and foreclose it at any time. However, such lien shall be subordinate to any bona fide mortgage or deed of trust given in good faith and for value.

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Section 4. Recording, and Mailing, of Notices of Violation.

Notice of any breach or violation of any of the restrictions or notice of any failure of any person, firm or corporation to comply therewith, within a reasonable time after the occurrence of such breach, violation or failure to comply, shall be executed by the owners of the reversionary rights herein provided for, or by the Ranch Committee, or by the record owner of any land and recorded in the office of the County Recorder of Santa Barbara County, describing the ranch involved; and a copy of such notice, showing the date of recordation, within a reasonable time after recordation thereof as aforesaid, shall be mailed by certified mail to the last-known address of the person, firm or corporation responsible for such breach or violation of, or failure to comply with, any of said restrictions. Until such notice shall have been recorded and mailed as in this Section 4 provided neither the owners of the reversionary rights, nor the Ranch Committee, nor the record owner of any ranch on the attached map, shall have the right to commence any action at law (other than the enforcement or foreclosure of the liens herein provided for) against any person, firm or corporation responsible for any breach or violation of any of said restrictions, or for failure to comply therewith.

ARTICLE V

Duration; Reversionary Rights; Enforcement;
Validity; AssignmentSection 1. Duration of Restrictions

All restrictions set forth in this declaration shall continue and remain in full force and effect at all times in respect to the land and the owners thereof, subject to the right of change or modification provided for in Section 4 of Article IV, until January 1, 2000, and without further notice, as they then exist, shall be continued automatically from that time for a period of ten years, and thereafter for successive periods of ten years, each without limitation, unless within six months prior to January 1, 2000, or within six months prior to the expiration of any successive ten-year period thereafter, a written agreement executed by the then record owners of a majority of the land shall

be placed on record in the office of the County Recorder of Santa Barbara County, by the terms of which agreement any of said restrictions shall be changed, modified or extinguished in whole or in part, as to all or any of the property originally subject thereto, in the manner and to the extent therein provided. In the event that any such written agreement of change or modification shall be duly executed and recorded, the original restrictions, as so changed or modified, shall continue in force for the same successive periods of ten years each as above provided for, unless and until further changed, modified or extinguished in the manner herein provided.

Section 2. Reversion of Title; Enforcement

Failure to comply with, or a breach of, any of the restrictions shall cause the land with relation to which such default or breach occurs to revert to declarants, or declarants' successors as owners of the reversionary rights herein provided for, and the land owner shall thus lose and forfeit all right, title and interest in and to the whole of said land and to the improvements thereon; and the owners of such reversionary rights shall have the right of immediate re-entry upon such land in the event of any such default or breach; but such reversion shall not affect or impair the lien of any bona fide mortgage or deed of trust which shall have been given in good faith, and for value; provided, however, that any subsequent owner of land so encumbered whether obtained by foreclosure or at a trustee's sale or otherwise shall be bound by these restrictions.

The default or breach of any of said restrictions or the continuance of any such default or breach also may be enjoined, abated and remedied by appropriate proceedings other than a suit for reversion of title by the owners of the reversionary right or the Ranch Committee or any owner of land on attached map. Such remedy shall be deemed cumulative and not exclusive and shall not be construed as in any way impairing, or limiting the authorization of the owners of the reversionary rights to declare or enforce such reversion or forfeiture or to re-enter upon such land.

Section 3. Right of Entry to Correct Violations.

The violation or breach of any of these restrictions also

MISCELLANEOUS

The architectural design of all buildings to be constructed or erected on the lands subject to this Declaration of Covenants, shall be subject to the approval of the RANCH COMMITTEE prior to the land owner applying to the County of Santa Barbara for a building permit.

No dairy or kennel will be permitted on the property subject to this Declaration of Covenants.

MEADOWLARK RANCHES

Bryant E. Myers
BRYANT E. MYERS

Patricia Lee Myers
PATRICIA LEE MYERS, Declarants

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

On this 12th day of May, 1960, before me, a Notary Public in and for said County and State, personally appeared BRYANT E. MYERS and PATRICIA LEE MYERS, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal.

Albert W. Meloling
ALBERT W. MELOLING, Notary Public
in and for said County
Commission Expires *11-1-61*

INDEXED
COMPARED
17141
RECORDED AT REQUEST OF
Albert W. Meloling
MAY 31 1960 at 9:11 AM
OFFICE 1747
James & Fowler, Notaries
Santa Barbara County, Calif.
Wm. S. Kinn
AUG 15 1960
No 25371

STATE OF CALIFORNIA }
COUNTY OF SANTA BARBARA } ss.

25371

BOOK 1770 PAGE 451

On this 2nd day of June, 1960, before me, a Notary Public in and for said County and State, personally appeared BRYANT E. MYERS and PATRICIA LEE MYERS, known to me to be the persons who executed the within instrument and acknowledged to me that they executed the same.

Witness my hand and official seal.

Albert...
ALBERT... Notary Public
in and... County and State
Expires December 3, 1963

RECORDED
Albert
MAY 31
OFFICE OF THE CLERK OF SUPERIOR COURT
SANTA BARBARA COUNTY
MAY 31 1960

NO 253
AUG 15 1960

25371

EXHIBIT "A"

PARCEL ONE: Those portions of the Rancho Lomas de la Purification, as shown on map of the patent thereof, recorded July 20, 1872 in Book A, Page 100 of Patents, records of Santa Barbara County, and of the Rancho Nojoqui, as shown on map of the patent thereof recorded in Book A, Page 779 of Patents, records of said County, and of the Rancho Canada de los Pinos or College Ranch, as shown on the map of the subdivision thereof, filed in the office of the County Recorder of Santa Barbara County August 8, 1888, and being Map No. 4 in Rack 3 of the files of said County, in the County of Santa Barbara, State of California, described as follows:

Beginning at a 2 inch brass capped survey monument set at the Northeast corner of the 100-acre tract marked "The Burke Tract" on Map of Survey made by F. F. Flournoy of the West portion of the lands deeded to John C. Brainard by the Roman Catholic Bishop of Monterey and Los Angeles, said map being filed in Book 8, Page 60 of Maps and Surveys, in the office of the County Recorder of said County, said point of beginning being shown and designated as Station "D" on a Map of a Survey filed in Book 25, Page 83 of Record of Surveys, in the office of the County Recorder of said County; thence South $0^{\circ} 18' 20''$ West, 1667.07 feet to a $3/4$ inch survey pipe from which a 2 inch brass capped survey monument bears North $0^{\circ} 18' 20''$ East, 17.31 feet distant; thence South $28^{\circ} 06' 40''$ East, 302.69 feet to a $3/4$ inch survey pipe; thence North $45^{\circ} 43'$ East, 183.82 feet to a $3/4$ inch survey pipe set on the top of a bluff; thence North $21^{\circ} 59' 10''$ East, following along the top of said bluff, 228.53 feet to a $3/4$ inch survey pipe; thence North $34^{\circ} 28' 20''$ East, along the top of said bluff, 180.54 feet to a $3/4$ inch survey pipe; thence North $47^{\circ} 56' 20''$ East, along the top of said bluff, 113.66 feet to a $3/4$ inch survey pipe; thence North $75^{\circ} 34' 30''$ East, along the top of said bluff, 63.43 feet to a $3/4$ inch survey pipe; thence South $44^{\circ} 25' 30''$ East, leaving the top of said bluff, 284.60 feet to a $3/4$ inch survey pipe set in the Santa Ynez River flat; thence South $27^{\circ} 10' 50''$ East, along said river flat, 995.54 feet to a point in the present water course of the Santa Ynez River from which a $3/4$ inch survey pipe set on the Northwest bank of said river bears North $27^{\circ} 10' 50''$ West, 60.00 feet distant; thence along the bed of said Santa Ynez River, the following courses and distances: South $50^{\circ} 12' 55''$ West, 426.36 feet; South $58^{\circ} 18' 45''$ West, 573.27 feet; South $37^{\circ} 33' 00''$ West, 377.25 feet; South $4^{\circ} 27' 50''$ West, 334.77 feet; South $22^{\circ} 50'$ West, 230.00 feet; South $51^{\circ} 20'$ West, 860.00 feet; South $42^{\circ} 37'$ West, 296.28 feet; South $58^{\circ} 17'$ West, 823.49 feet; South $78^{\circ} 03'$ West, 457.00 feet; North $46^{\circ} 59' 30''$ West, 297.00 feet; and North $54^{\circ} 12'$ West, 555.00 feet; thence leaving the bed of said Santa Ynez River North $0^{\circ} 35'$ West, 4458.94 feet; thence South $82^{\circ} 04'$ West, 136.64 feet; thence North $7^{\circ} 02'$ East, 422.34 feet; thence North $21^{\circ} 33'$ East, 250.98 feet; thence North $17^{\circ} 31' 30''$ East, 231.33 feet; thence North $2^{\circ} 14' 30''$ West, 452.82 feet; thence North $0^{\circ} 19' 30''$ East, 330.40 feet; thence North $44^{\circ} 39'$ East, 935.86 feet; thence South $82^{\circ} 40' 30''$ East, 1357.92 feet; thence South $84^{\circ} 13'$ East, 584.27 feet to the line between Stations "D" and "C", as shown on said map of survey filed in Book 25, Page 83, Record of Surveys, above referred to, being the common boundary line between the lands of John J. Mitchell and Anna V. Crawford in the said Rancho Canada de los Pinos or

College Ranch; thence along said line South 0° 18' 20" West, 1914.41 feet to the point of beginning.

PARCEL TWO: A strip of land 60 feet in width, lying parallel with, adjacent to and Westerly of the following described line:

Beginning at a 2 inch brass capped survey monument set at the Northeast corner of the 100-acre tract marked "The Burke Tract" on Map of Survey made by F. F. Flournoy of the West portion of the lands deeded to John C. Brainard by the Roman Catholic Bishop of Monterey and Los Angeles, said map being filed in Book 8, Page 60 of Maps and Surveys, in the office of the County Recorder of said County, said point of beginning being shown and designated as Station "D" on a map of a survey filed in Book 25, Page 83 of Record of Surveys, in the office of the County Recorder of said County; thence North 0° 18' 20" East, along the line between Stations "D" and "C", as shown on said map of survey filed in Book 25, Page 83 of Record of Surveys, above referred to, being the common boundary line between lands of John J. Mitchell and Anna V. Crawford in said Rancho Canada de los Pinos or College Ranch, 1914.41 feet to the true point of beginning of said line herein described; thence continuing North 0° 18' 20" East, along said line between said Stations "D" and "C", 4737.99 feet to said Station "C", being a point in the center line of Santa Barbara Avenue, as shown on said last mentioned map.

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Re - RECORDED AT REQUEST OF
Security Title Insurance Co.
AUG 15 1960 at 1:30 P.M.
BOOK 1770 PAGE 438
OFFICIAL RECORDS
County Recorder, Santa Barbara County, Calif.
WILLIAM G. FOWLER, Recorder
[Signature] Deputy
FEB 12 1960